



SUN LIFE MALAYSIA TAKAFUL BERHAD

MASTER CONTRACT

GROUP MORTGAGE LEVEL TERM TAKAFUL

(MLTT 2025)

A joint venture between Sun Life Assurance Company of Canada and Renggis Ventures Sdn Bhd

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ANNEXURE MLTT001

Introduction

The aims

This takaful plan aims to provide takaful coverage to the person covered in line with the principles below and is dealt in line with the conditions shown in this plan.

The basic principles

First We will manage this takaful plan in line with wakalah contract and other applicable Shariah principles.

Second You and the person covered must agree to us collecting contributions. You and the person covered agree to appoint Sun Life Malaysia Takaful Berhad to manage this takaful plan on your behalf. In return, you and the person covered allow us to deduct certain amount as wakalah fee.

Third Our Shariah committee will ensure that our operations comply with Shariah at all times. The person covered agree that a portion of their participant account shall be allocated as tabarru' (voluntary contribution) into the participants' tabarru' fund for takaful coverage and for mutual assistance to other participants in times of misfortune.

We will manage and invest the participant account in line with mudharabah principle.

ANNEXURE MLTT003

General conditions

1. Definition

1.1 In this contract, the following words and phrases have meanings given next to them:

- a) **Accident** means an incident caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
- b) **Benefit end date** means the date the takaful coverage for the benefit under the certificate of takaful ends as shown in the certificate of takaful or in any future endorsement which changes the benefit end date.
- c) **Benefit start date** means the date the takaful coverage for the benefit under the certificate of takaful starts as shown in the certificate of takaful or in any future endorsement which changes the benefit start date.
- d) **Certificate anniversary** means the yearly anniversary of the certificate commencement date.
- e) **Certificate monthly anniversary** means the monthly date that corresponds numerically to the day of the certificate commencement date; in the event there is no date in a subsequent month that corresponds numerically to the day in the certificate commencement date, the certificate monthly anniversary shall be the last day of the month.
- f) **Certificate commencement date** means the date the certificate commences shown in the certificate of takaful. This date will be the date the coverage starts.
- g) **Certificate owner** means a person who owns the certificate of takaful as named in the certificate of takaful.
- h) **Certificate of takaful** means the individual certificate issued to certificate owner as evidence of coverage on the person covered.
- i) **Endorsement** means written evidence of any amendment, variation or change made to this master contract and certificate of takaful.
- j) **Mudharabah** means a profit sharing arrangement with the certificate owner to provide the capital to be managed by us and any profit generated is shared according to the agreed profit sharing ratio between the certificate owner and us. Losses are borne by the certificate owner provided that such losses are not due to our misconduct or negligence.
- k) **Nominee** means one or more person(s) the certificate owner has chosen under clause 14 and named in the nomination form or in any future endorsement as nominee(s).
- l) **Operator's fund** means the fund managed by us in which the wakalah fee paid for the certificate of takaful will be used to pay all management expenses, commissions and marketing cost to the certificate of takaful.
- m) **Person covered** means the person whose life is being covered under this master contract as named in the certificate of takaful.
- n) **Pre-existing condition** means any injury, illness, condition or symptom that existed prior to the application signed date. A person covered may be considered to have reasonable knowledge of a pre-existing illness where the condition is one, for which:

- i) treatment, medication, advice or diagnosis has been sought or received;
 - ii) an ordinary and prudent person with such injury, illness, condition or symptom would have sought advice or treatment in connection with his/her health; or
 - iii) the certificate owner and/or the person covered knew existed, whether or not treatment or medication or advice or diagnosis was sought or received.
- o) **Participant's account** means the holding fund for contributions, less wakalah fee under the plan, managed in line with the terms and conditions shown here.
 - p) **Participants' tabarru' fund** means the holding fund into which tabarru' deduction will be credited into, in line with the terms and conditions shown here.
 - q) **Permissible takaful interest** means the master contract holder's economic or financial profit in the coverage of the client who incurs indebtedness to the master contract holder by acquiring a financing through the master contract holder's financing scheme.
 - r) **Qard** means an interest-free loan we provide in the event of deficit in the participants' tabarru' fund.
 - s) **Sum covered** means the amount of takaful benefits under this certificate of takaful shown in the certificate of takaful.
 - t) **Shariah** means Islamic laws. In the context of this master contract, Shariah will refer to the Islamic laws as interpreted by the Shariah Committee.
 - u) **Shariah Committee** means the committee constituted by us to advise on the operation of our takaful business in order to ensure compliance with the Shariah.
 - v) **Sum at risk for death benefit** is the difference between the sum covered for death benefit and the value of participant's account. If the value of participant's account is higher than the sum covered for death benefit, the sum at risk for death benefit will be zero.
 - w) **Sum at risk for total and permanent disability (TPD) benefit** is the sum covered for TPD benefit or the sum at risk for death benefit, whichever is lesser.
 - x) **Tabarru'** means voluntary contribution which is the amount to be deducted for takaful coverage.
 - y) **Total and permanent disability (TPD)** means the following:

If the person covered is below the age of 18 years, TPD is defined as a state of permanent incapacity in which the person covered is confined to a home, hospital or other institution, requiring constant care and medical attention for at least 6 consecutive months.

If the person covered is employed between the ages of 18 and 65, working for money or operating his/her own business, he/she would be considered totally and permanently disabled if he/she is totally and permanently unable to do any work, occupation or profession to earn any wages, compensation or profit. The disability must last for at least 6 consecutive months from the date of diagnosis.

If at the time of suffering the disability, the person covered between the ages of 18 and 65 is not in paid work or operating his/her own business or is a housewife or if the person covered is between the ages of 66 and 70, we consider total and permanent disability to be the inability to carry out at least 3 out of 6 activities of daily living (as stated below)

without the help of another person. The disability must last for at least 6 consecutive months from the date of diagnosis.

- (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) Continence – The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
- (iv) Dressing – Putting on and taking off all necessary items 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; or
- (vi) Eating – All tasks of getting food into the body once it has been prepared.

TPD will also include the occurrence of any following:

- (i) Total and permanent loss of sight of both eyes;
- (ii) Loss by severance of 2 limbs at or above the wrist or ankle;
- (iii) Total and permanent loss of the sight of 1 eye and loss by severance of 1 limb at or above the wrist or ankle; or
- (iv) Permanent total paralysis.

2 of our appointed medical examiners must be satisfied that the person covered's disability meets the definition of TPD.

- z) **Wakalah** means the contract where a party, as a principal (muwakkil) authorizes another party as his agent (wakil) to perform a particular task on matters that may be delegated. Under this takaful plan, the certificate owner appoints Sun Life Malaysia Takaful Berhad to manage the takaful fund based on the wakalah contract.
- aa) **We, us or our** means Sun Life Malaysia Takaful Berhad.
- bb) **You or your** means the master contract holder as stated in the master contract schedule.

2. Interpretation

2.1 In this master contract, unless the context requires:

- a) the headings in this master contract are inserted for convenience only and will not affect its construction;
- b) the singular words will include the plural and vice-versa; and
- c) the words that refer to a gender will include every gender.

2.2 If any provisions in this master contract are not valid or cannot be enforced under Malaysia Law, it will not affect the legality, validity and enforceability of the remainder of these provisions.

3. Master contract

3.1 This contract is issued in consideration of the payment of contribution as shown in the certificate of takaful and pursuant to:

- a) the answers given by the certificate owner and/or the person covered in the application form or any subsequent questionnaires given by us on any matters relating to the application and any disclosures made by the certificate owner and/or the person covered between the time of submission of the application and the time of the certificate of takaful is entered into; and
- b) medical reports and any other reports and questionnaires;

(collectively referred to as 'material information')

and such material information will form part of this master contract between us and you, the certificate owner and/or the person covered. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

3.2 If the certificate owner and/or the person covered is required by us, before the certificate of takaful is varied, to answer any questions or if he/she is required to confirm or amend any matter previously disclosed by him/her to us in relation to the certificate of takaful, it is the certificate owner and/or the person covered's duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

3.3 The certificate owner and/or the person covered must inform us of any change to the information given to us in his/her answers or in respect of any matter previously disclosed to us in relation to the certificate of takaful if such changes had taken place after the certificate owner and/or the person covered has submitted the application for variation but before the certificate of takaful is varied.

4. Evidence of permissible takaful interest

4.1 We will require satisfactory evidence of permissible takaful interest between the client and the master contract holder which have granted the financing facility before a client is accepted for takaful coverage.

4.2 If the master contract holder ceases to have any profit in a certificate owner and/or person covered, all rights and privileges of the takaful coverage will be automatically transferred to the certificate owner.

5. Period of cover

5.1 The takaful coverage for each person covered will commence on the certificate commencement date as stated in the certificate of takaful.

6. Change of master contract

6.1 We reserve the right to amend the terms and provisions of this master contract in order to comply with Malaysia Law and regulations. We will provide prior written notice by ordinary post to your last known address in our records or other alternative modes of communication.

- 6.2 The certificate owner's request for any alteration or endorsement to this master contract will not be valid unless authorised by us and such approval is endorsed on the certificate of takaful.
- 6.3 Clause 7 would apply if certificate owner surrenders the certificate of takaful within the free look period.

7. Cancellation of certificate within free look period

- 7.1 If the certificate owner decides not to take up the takaful coverage for whatever reason after it has been issued, the certificate owner may cancel the certificate of takaful by giving the master contract holder a written notice within 15 calendar days from the delivery date of the certificate of takaful.
- 7.2 We will refund the contribution paid, less any expenses we incurred for any medical underwriting required for the issuance of the certificate of takaful.

8. Misstatement of age and/or gender

- 8.1 The certificate of takaful is issued for the age and gender of the person covered as shown in the certificate of takaful, based on the date of birth and/or gender declared in the application form. We will need proof of the person covered's age before we pay any benefits.
- 8.2 If the age and/or gender of the person covered has been given misstated, we will make one of the following adjustment:
 - a) If the contribution based on the correct age and/or gender of the person covered is higher than the contribution paid, then we may prorate the benefits payable based on the ratio of the actual contribution paid to the correct contribution which should have been paid for the correct person covered's date of birth and/or gender. The end date stated in the certificate schedule shall be adjusted based on the correct age (if applicable); or
 - b) If the contribution based on the correct age and/or gender of the person covered is lower than the contribution paid, then we will refund the difference. The end date stated in the certificate schedule shall be adjusted based on the correct age (if applicable).
- 8.3 As a result, we will work out the value of the participant's account from the certificate commencement date, based on any revised contribution, wakalah fees and tabarru' deductions based on the adjusted sum at risk for the death benefit and sum at risk for TPD benefit. We will charge or credit the difference between the new tabarru' deductions and those made in the past to the participants' tabarru' fund as the case may be. We will also adjust our fund in line with any changes in the wakalah fees.

9. Incontestability clause

- 9.1 If we discover misrepresentation within 2 years from the certificate issue date, the certificate of takaful may continue to be in force on different terms or avoided and all claims refused in accordance with Schedule 9 of the Islamic Financial Services Act 2013.
- 9.2 We will not be able to challenge the certificate of takaful if it has been in force for more than 2 years from the certificate issue date, unless we can show that material information was suppressed, omitted or fraudulently provided by the certificate owner and/or the person covered. In such an event, the remedies under Schedule 9 of the Islamic Financial Services Act 2013 will be applied.

10. Ability to travel and any restrictions on where the person covered lives

- 10.1 This master contract does not restrict the person covered from travelling and is not affected by where the person covered lives.

11. Eligibility

- 11.1 The persons eligible for this master contract are property financing applicants of the master contract holder as specified in the master contract schedule.
- 11.2 Eligible members of the master contract holder will be required to complete the application to be submitted to us. We can accept or reject any application subject to the underwriting requirement.

12. Ownership

- 12.1 You are the legal owner of this master contract.
- 12.2 You may use all the rights and options that this master contract provides (depending on the rights of any nominee).

13. Assignment (transferring legal rights)

- 13.1 Legally, we will not accept the transfer of this master contract unless the transfer is registered with us.
- 13.2 We do not have any responsibility on the validity of the transfer if you decide to transfer this master contract.

14. Nominee

- 14.1 The certificate owner who has attained the age of 16 years may nominate in our nomination form, a nominee(s) to receive the takaful benefits payable, subject to clause 28 ("Paying benefits") of this annexure, upon the certificate owner's death under the certificate of takaful, either as an executor or as a beneficiary under a conditional hibah. Nomination may be made at the time of enrolment of the certificate of takaful or at any time after the certificate of takaful has been issued. The nomination form may be downloaded from our website.
- 14.2 The nominee named in the nomination form or any future amendments the certificate owner makes will receive the takaful benefits payable, subject to clause 28 ("Paying benefits") of this annexure, upon the certificate owner's death under the certificate of takaful in accordance with the Islamic Financial Services Act 2013. The certificate owner may revoke or change the nominee at any time by giving us a written notice. The written notice must be received and registered by us during the certificate owner's lifetime. The revocation and change of nominee will take effect from the date we accept the written notice.

15. Contribution

- 15.1 Single contribution is payable for this takaful coverage of the person covered.
- 15.2 We reserve the right to revise the contribution rates. We will notify you in writing at least 90 days before the contract anniversary prior to the contribution revision. Such contribution revision will apply to the new certificate issued after the expiry of the notice period.

16. Participant's account

- 16.1 We will put in the contribution, less wakalah fee, for each person covered into the participant's account.
- 16.2 We will place the monthly tabarru' deduction for each person covered from the participant's account into the participants' tabarru' fund.
- 16.3 We will manage the assets of the participant account and decide how to invest and manage the assets in line with Mudharabah principle.
- 16.4 We will pay all costs, expenses and charges for maintaining and investing the assets of the participant's account and any other related expenses from the participant's account.
- 16.5 All contribution amount allocated into participant account is not guaranteed by us. We will share out the investment profits of this participant's account which will be distributed annually after each financial year end as shown in the annexure MLTT007 of this contract. The investment profits will be based on the actual performance of the participant account and are not guaranteed by us.
- 16.6 Any investment loss in the participant account will be borne by certificate owner provided that such losses are not due to our misconduct, negligence or breach of specified terms. The loss will be debited from the certificate owner's participant account.

17. Wakalah fee

- 17.1 We will deduct the wakalah fee from the contributions payable. This will be a percentage (%) as shown in the Annexure MLTT007 of this contract.
- 17.2 We reserve the right to revise this percentage at any time by giving you at least 90 days' written notice. Any changes will only apply after the end of the notice period.
- 17.3 If there are any circumstances that would be deemed as mismanagement and negligence by us, we will take all actions necessary to correct and rectify such circumstances including revising the relevant procedures and if required, to refund any amount due to participants.
- 17.4 In the event of dissolution of the contract due to cancellation within the free look period, surrender of contract or termination of contract, a refund of the whole or a part of the wakalah fee, if any, would form part of the amount payable.

18. Participants' tabarru' fund

- 18.1 The tabarru' amount will be allocated into participants' tabarru' fund, which is the holding fund from which we pay all takaful benefits prescribed under this master contract. The participants' tabarru' fund is collectively owned by the pool of takaful participants.
- 18.2 The takaful coverage will take into effect when there is tabarru' allocated into the participants' tabarru' fund.
- 18.3 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah.
- 18.4 We will pay all costs, expenses and charges for maintaining and investing the assets of the participants' tabarru' fund and any other direct claims related expenses from the participants' tabarru' fund.

- 18.5 If there is insufficient fund in the participants' tabarru' fund to pay the takaful benefits, and we provide the Qard (interest-free loan) from the operator's fund to the participants' tabarru' fund, the Qard will have to be repaid when the participants' tabarru' fund returns to surplus position.
- 18.6 Any investment profit from the participants' tabarru' fund (if any) shall be part of surplus sharing calculation and distribution.
- 18.7 We will share out any distributable surplus as shown in the Annexure MLTT007 of this contract.

19. Surrender of certificate of takaful

- 19.1 Upon termination of the financing facility while the certificate of takaful is in force, the certificate owner may continue the takaful coverage until the end of the certificate term as shown in the certificate of takaful. Notwithstanding anything to the contrary, the certificate owner may opt to surrender the certificate of takaful for its cash value, if any, by giving master contract holder a written notice, subject to master contract holder's consent.
- 19.2 Once the certificate of takaful is surrendered, we will have no further responsibility to the person covered under the certificate of takaful and the certificate of takaful shall be terminated. The surrender value, if any, may be less than the contributions that certificate owner have paid.

20. Surrender value

- 20.1 The certificate of takaful will acquire surrender value equivalent to the value of participant's account less any charge that we may set for giving up the certificate of takaful and any amounts certificate owner owes us when the certificate of takaful is surrendered.

21. Termination

- 21.1 You or we may terminate this master contract by giving a 90 days' written notice. However, the coverage for each person covered will continue until the end of certificate term as stated in respective certificate owner's certificate of takaful.
- 21.2 The certificate of takaful will be terminated on the occurrence of any of the following circumstances:
- a) On the date we approve and pay the death benefit;
 - b) Upon TPD of the person covered, if the TPD benefit equals to the sum covered for the death benefit;
 - c) At the end of certificate term as shown in the certificate of takaful;
 - d) Upon surrender of the certificate of takaful;
 - e) Upon cancellation of the certificate of takaful; or
 - f) Upon termination of the financing facility or when certificate owner ceases to be a client of the master contract holder before the expiration of the term of the certificate for any reason.

However, in the event of f), only certificate owner has the option to continue the takaful coverage until the end of certificate term stated in the certificate of takaful by written notification to us.

22. Laws

- 22.1 This master contract and our responsibilities under this master contract are governed by the laws, rules, regulations and principles of Shariah currently in force in Malaysia. The laws, rules, regulations and principles of Shariah will include but are not limited to any circulars, directives or guidelines.
- 22.2 If there is a difference between the conditions of this master contract and any law, rule, regulation, or principles of Shariah, the law, rule, regulation or principles of Shariah will apply.
- 22.3 This master contract will be governed by the laws of Malaysia. Any dispute will be dealt with by the courts of Malaysia.

23. Rights and using amounts owed

- 23.1 We have the first right to any amount due under the certificate of takaful.
- 23.2 We can offset any amount we owe the certificate owner (for example: benefits) under the certificate of takaful with any amount the certificate owner owes us (for example: contributions) under the certificate of takaful.
- 23.3 Upon the distribution of surplus (if any), investment profit (if any) and/or the maturity of certificate of takaful (if any), any amount payable which is equal to or less than RM10 per certificate owner on each financial year will be credited to the certificate owner's latest bank account in our records. If the certificate owner does not provide us with his/her bank account information, the amount will be donated to charitable organisations as approved by our Shariah committee.

24. Notice of claim

- 24.1 The certificate owner or his/her legal representative must give written notice of claim to our head office within 30 days from the date the covered event happens.

25. Proof of claim

- 25.1 Satisfactory proof of claim must be given to us within 30 days from the date of giving us notice of claim, at the expense of the certificate owner or his/her legal representative.
- 25.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.
- 25.3 We have the right to request the person covered undergoes medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the claim.

26. Tax

- 26.1 All taxes, including but not limited to any goods and services tax, and/or other forms of sales or consumption tax, whether currently in force or implemented after the date of the certificate of takaful will be charged in accordance with the applicable legislation at the prevailing rate. Where necessary, we will amend the terms of this master contract to take into account any such tax.

27. United States Foreign Account Tax Compliance Act (FATCA)

- 27.1 If the certificate owner has a U.S. Indicia, the certificate owner agrees to provide us with such information, consent and/or assistance as we may from time to time reasonably request, to allow us to comply with the United States Foreign Account Tax Compliance Act (FATCA). This request includes but is not limited to any required reporting to the U.S. Internal Revenue Service of information relating to certificate owner or beneficiaries in connection with the certificate of takaful. If the certificate owner does not provide such information, consent and/or assistance as mentioned above, we reserve the right and will be entitled to take the necessary action to be in compliance with FATCA which may include submitting the necessary reports, suspending certificate owner's certificate of takaful, withholding the necessary monies to be remitted, terminating the certificate of takaful and returning the cash value (if any) less any indebtedness without profit in the event of such termination.
- 27.2 For the purpose of this master contract, the definition of U.S. Indicia will be as that is stated by the U.S. Internal Revenue Service (IRS) through their website at www.irs.gov, or any subsequent revision by the IRS of that definition.

28. Paying benefits

- 28.1 Upon receipt and approval of the proof of claim of the person covered, we will pay you the actual outstanding of financing amount incurred by the certificate owner or the death/TPD benefit amount payable as stated in the death/TPD benefit conditions in the Annexure MLTT004 and Annexure MLTT005, whichever is lower.
- 28.2 The certificate of takaful will be terminated upon payment of the above.
- 28.3 If the actual outstanding of the financing amount is less than the amount of takaful coverage, the balance of any benefits payable will be paid to the certificate owner, if living; otherwise to the nominee named by the certificate owner.
- 28.4 In the event that there is no nominee, the unpaid benefits will be paid to the rightful claimant.

29. Sanctions Exclusion

- 29.1 In the event we become aware that you, the person covered or any person named in the certificate of takaful has been subjected to any laws and/or regulations (including but not limited to United Nations Security Council Resolutions (UNSCR) and Domestic List trade or economic sanctions) administered by any regulatory authorities or law enforcement agencies in any country that prohibits us from providing takaful coverage or benefits, you, the person covered, any named person in the certificate of takaful and/or any person who are entitled for benefits under the certificate of takaful agree that we may suspend, terminate or void the takaful coverage under the certificate of takaful and stop all transactions with you, the person covered or any named person in connection with the certificate of takaful. Under any of these circumstances, we shall not be deemed to provide cover and/or be liable to pay any claims, benefits and other reimbursements including acceptance of contribution payments under the certificate of takaful or proposal submitted, whichever applicable.

30. Stamp duty

- 30.1 The stamp duty of RM10 will be borne by us.

ANNEXURE MLTT004

Benefit conditions – Death benefit

1. Death benefit

- 1.1 Subject to the general conditions of this master contract and while the certificate of takaful is in force, should we receive satisfactory proof of death of the person covered and approve the claim, we will pay the higher of:
 - a) the sum covered for the death benefit as at the date of death; or
 - b) the value of the participant account immediately following the date of death.
- 1.2 The death benefit shall be payable from the participant account (if any) and, the remaining death benefit after deducting the value of the participant account paid is payable from the participants' tabarru' fund.
- 1.3 We will deduct any amount the certificate owner owes us from this benefit.
- 1.4 The certificate of takaful will be terminated upon payment of this benefit.

2. Accidental death benefit

- 2.1 If the death of the person covered is due to an accident and occurs within 180 days from the date of the accident, the sum covered for accidental death benefit as stipulated in the certificate of takaful will be payable from the participants' tabarru' fund on top of the benefit payable under clause 1 of this annexure.
- 2.2 The accidental death benefit shall cease on the certificate monthly anniversary immediately following the person covered's 70th birthday.
- 2.3 The maximum aggregate amount of the accidental death benefit payable under clause 2.1 of this annexure to the person covered under the certificate of takaful and all other individual and group contracts with the Operator shall not exceed RM5,000,000.
- 2.4 The certificate of takaful will be terminated upon payment of this benefit.

3. Exclusions

- 3.1 We will only refund the value of the participant's account (if any) at the date of death, and the certificate of takaful will be terminated under the following circumstances:
 - a) If the person covered dies due to suicide (while sane or insane) within 12 months from the certificate commencement date; or
 - b) If the person covered dies due to pre-existing condition within 12 months from the certificate commencement date.
- 3.2 No additional benefit will be paid if the accidental death of the person covered is caused directly or indirectly, wholly or partly, by any one of the following occurrences:
 - a) Acquired Immuno-deficiency Syndrome (AIDS), AIDS-related complications, infection by Human Immunodeficiency Virus (HIV) in the person covered;

- b) Active duty in any navy, army, air force, military, fire service, civil defense, police or law enforcement organisation;
- c) Being under the influence of drugs or any narcotic or due to intoxication by liquor and/or illicit substance;
- d) Bodily infirmity, or mental or functional disorder, or illness or disease of any kind, or any infection other than an infection occurring simultaneously with and in consequence of a cut or wound of an accidental injury;
- e) Childbirth, pregnancy and related complications thereof;
- f) Criminal act, involvement in a breach of law (unless as an innocent party) or attempted violation of law by the person covered or resistance to arrest or membership of an illegal organisation;
- g) Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the person covered is in an aircraft operated by a commercial passenger airline on a regular schedule passenger trip over its established passenger route;
- h) Participation in any hazardous sport or pastime or activities, including but not limited to aerial activity, bungee jumping, rock climbing or mountaineering, underwater activities, racing of any type other than on foot;
- i) Pre-existing physical or mental defect or infirmity;
- j) Self-inflicted injuries or suicide, while sane or insane;
- k) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- l) While engaging in professional sport activities of any kind; or
- m) Willful or negligent exposure to unnecessary risks or perils.

4. Claim procedure

- 4.1 Satisfactory proof of death must be given to us within 30 days after the date of death. Failure to provide notice within the specified period will not invalidate the claims if it can be shown that it is not reasonably possible to provide such notice and that notice is being provided as soon as is reasonably possible.
- 4.2 We will provide the appropriate claim forms to the claimant upon claim notification. We will also need all the relevant documents and information to assess the claims as soon as possible.
- 4.3 We will only be able to assess the claim upon receipt of all the required documents, information and evidence.

5. Termination of coverage

- 5.1 The death benefit will be terminated on the occurrence of any of the following circumstances:
 - a) On the date we approve and pay the death benefit;

- b) On the date we approve and pay the TPD benefit, if it is equal to the sum covered for death benefit. In the case where TPD benefit due is less than the sum covered for death benefit, the certificate will not be terminated but takaful coverage for death benefit will continue;
- c) At the benefit end date as shown in the certificate of takaful;
- d) Upon surrender of certificate of takaful;
- e) Upon cancellation of certificate of takaful; or
- f) Upon termination of the financing facility or when certificate owner ceases to be a client of the master contract holder before the expiration of the term of the certificate for any reason.

However, in the event of f), only certificate owner has the option to continue the takaful coverage until the end of certificate term stated in the certificate of takaful by written notification to us.

5.2 The accidental death benefit will terminate on the occurrence of any of the following events:

- a) On the date we approve and pay the accidental death benefit;
- b) On the date we approve and pay the accidental TPD benefit, if it is equal to the sum covered for accidental death benefit. In the case where accidental TPD benefit due is less than the sum covered for accidental death benefit, the certificate will not be terminated but takaful coverage for accidental death benefit will continue;
- c) Upon surrender of the certificate of takaful;
- d) Upon cancellation of the certificate of takaful;
- e) On the certificate monthly anniversary immediately after the person covered's 70th birthday;
- f) On the benefit end date as shown in the certificate of takaful; or
- g) Upon termination of the financing facility or when certificate owner ceases to be a client of the master contract holder before the expiration of the term of the certificate for any reason.

However, in the event of g), only certificate owner has the option to continue the takaful coverage until the end of certificate term stated in the certificate of takaful by written notification to us.

ANNEXURE MLTT005

Benefit conditions – Total and permanent disability (TPD) benefit

1. Total and permanent disability (TPD) benefit

- 1.1 This benefit applies in the event the person covered suffers from TPD as defined under annexure MLTT003, while the certificate of takaful is in force, and the TPD begins on or after the certificate commencement date.
- 1.2 Subject to the general conditions of this master contract, while the certificate of takaful is in force and before the monthly anniversary date immediately after the person covered attain age 70, we will, upon receiving satisfactory proof that the person covered has suffered from TPD, approve the claim and will pay the higher of the following benefits:
 - a) the sum covered for the TPD benefit as at the date the TPD begins; or
 - b) the value of the participant account as at the date the TPD begins.
- 1.3 The TPD benefit shall be payable from the participant account (if any) and, the remaining TPD benefit after deducting the value of the participant account paid is payable from the participants' tabarru' fund.
- 1.4 We will deduct any amount the certificate owner owes us from this benefit.
- 1.5 If the sum covered for TPD benefit is less than the sum covered for death benefit, at the date the TPD begins, the TPD benefit payable will be limited to the sum covered for TPD benefit.
- 1.6 The maximum aggregate amount for TPD benefit payable on each person covered under this certificate of takaful and all other individual and group contracts or certificates issued by us shall not exceed RM8,000,000.
- 1.7 If the total benefit payable for the TPD benefit payable is less than the total benefit payable for the death benefit on the date the TPD begins, the takaful coverage on death benefit shall continue. The sum covered for death benefit for all future durations will be reduced by the ratio that the total benefit payable TPD benefit payable bears to the total benefit payable for death benefit on the date the TPD begins. The reduction in the takaful coverage shall take effect from the approval date the TPD claim.
- 1.8 If the person covered dies before the TPD benefit is paid, the death benefit will be paid upon receipt of complete documents, and the TPD benefit will not be payable. The certificate of takaful will then be terminated.

2. Accidental of total and permanent disability benefit

- 2.1 If the TPD of the person covered is due to an accident and occurs within 180 days from the date of the accident, the sum covered for accidental TPD benefit as stipulated in the certificate of takaful will be payable from the participants' tabarru' fund on top of the benefit payable under clause 1 of this annexure.
- 2.2 The accidental TPD benefit will cease upon the certificate monthly anniversary immediately after the person covered's 70th birthday.
- 2.3 The maximum aggregate amount of accidental TPD benefit payable (including TPD benefit payable) with respect to clause 2.1 of this annexure under the certificate of takaful and all other individual and group contracts shall not exceed RM8,000,000.

3. Exclusions

3.1 No TPD benefit will be payable if the TPD of the person covered is resulted directly or indirectly from any of the following:

- a) Pre-existing condition within 12 months from the certificate commencement date;
- b) Acquired Immuno-deficiency Syndrome (AIDS), AIDS-related complications, or infection by Human Immunodeficiency Virus (HIV) in the person covered;
- c) Being under the influence of drugs or any narcotics or due to intoxication by liquor and/or illicit substance;
- d) Criminal act, involvement in a breach of law (unless as an innocent party) or attempted violation of law by the person covered or resistance to arrest or membership of an illegal organisation;
- e) Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the person covered is in an aircraft operated by a commercial passenger airline on a regular schedule passenger trip over its established passenger route;
- f) Participation in any hazardous sport or pastime or activities, including but not limited to aerial activities, bungee jumping, rock climbing or mountaineering, underwater activities, or racing of any type other than on foot;
- g) Self-inflicted injuries or suicide, while sane or insane; or
- h) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3.2 In addition to the TPD exclusions under clauses 3.1 of this annexure, no additional benefit will be paid if the accidental TPD of the person covered is caused directly or indirectly, wholly or partly, by any one of the following occurrences:

- a) Active duty in any navy, army, air force, military, fire service, civil defence, police or law enforcement organization;
- b) Bodily infirmity, or mental or functional disorder, or illness or disease of any kind, or any infection other than an infection occurring simultaneously with and in consequence of a cut or wound of an accidental injury;
- c) Childbirth, pregnancy and related complications thereof;
- d) Pre-existing physical or mental defect or infirmity;
- e) While engaging in professional sport activities of any kind; or
- f) Wilful or negligent exposure to unnecessary risks or perils.

4. Claim procedure

4.1 The certificate owner or his/her legal representative will need to send us a written notice within 30 days to make a claim for the TPD benefit after the date of such disability.

- 4.2 Satisfactory proof of the TPD must be given before we consider this claim, at the expense of the certificate owner or his/her legal representative.
- 4.3 We will not consider any disability which lasts less than 6 consecutive months.
- 4.4 We have the right to request the person covered to undergo medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the TPD claim.

5. Termination of coverage

- 5.1 The TPD benefit and the accidental TPD benefit will terminate on the occurrence of any of the following circumstances:
 - a) Upon death of person covered;
 - b) On the date we approve and pay this benefit, if it is equal to sum covered for death benefit. In the case where the TPD benefit payable is less than the sum covered for death benefit, the certificate of takaful will not terminate but death benefit coverage will continue;
 - c) On the benefit end date as shown in the certificate of takaful;
 - d) Upon surrender of the certificate of takaful;
 - e) Upon cancellation of the certificate of takaful;
 - f) Upon the certificate monthly anniversary immediately after the person covered's attainment of age 70; or
 - g) Upon termination of the financing facility or when certificate owner ceases to be a client of the master contract holder before the expiration of the term of the certificate for any reason.

However, in the event of g), only certificate owner has the option to continue the takaful coverage until the end of certificate term stated in the certificate of takaful by written notification to us.

ANNEXURE MLTT006

Benefit conditions – Final benefit

1. Final benefit

- 1.1 Depending on the general conditions of this master contract, while the certificate of takaful is in force on the end date as stated in the certificate of takaful, we will pay the value of participant's account (if any) to certificate owner as at the benefit end date as shown in the certificate of takaful.
- 1.2 We will deduct any amount the certificate owner owes us from this benefit.
- 1.3 The certificate of takaful will be terminated upon the payment of this benefit.

ANNEXURE MLTT007

Appendix – Schedule of wakalah fees, charges, sharing any surplus and formula

1. Wakalah fee

- 1.1 The applicable wakalah fee, as a percentage of the contribution paid, are set as follows:
Male (sum covered RM550,000 and below)

Age	Takaful period (year)							
	1 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40
18 - 25	53%	50%	48%	46%	42%	37%	33%	32%
26 - 30	53%	50%	47%	45%	41%	36%	32%	32%
31 - 35	53%	49%	46%	44%	40%	36%	32%	32%
36 - 40	53%	49%	46%	44%	40%	35%	32%	
41 - 45	53%	49%	46%	44%	40%	35%		
46 - 50	53%	47%	46%	44%	40%			
51 - 55	50%	47%	45%	44%				
56 - 65	50%	47%	45%					

Female (sum covered RM550,000 and below)

Age	Takaful period (year)							
	1 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40
18 - 25	75%	74%	74%	70%	65%	61%	57%	50%
26 - 30	71%	69%	67%	63%	58%	53%	48%	40%
31 - 35	66%	63%	61%	56%	52%	51%	44%	40%
36 - 40	61%	58%	56%	53%	50%	49%	44%	
41 - 45	59%	56%	55%	52%	50%	49%		
46 - 50	57%	55%	55%	52%	50%			
51 - 55	57%	55%	55%	52%				
56 - 65	57%	55%	55%					

Male (sum covered above RM550,000)

Age	Takaful period (year)							
	1 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40
18 - 25	35%	35%	35%	35%	35%	35%	32%	30%
26 - 30	35%	35%	35%	34%	34%	33%	31%	30%
31 - 35	35%	33%	33%	33%	33%	32%	30%	30%
36 - 40	35%	33%	33%	33%	33%	32%	30%	
41 - 45	35%	33%	33%	33%	33%	32%		
46 - 50	35%	33%	33%	33%	33%			
51 - 55	35%	33%	33%	33%				
56 - 65	35%	33%	33%					

Female (sum covered above RM550,000)

Age	Takaful period (year)							
	1 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40
18 - 25	59%	59%	59%	59%	58%	53%	50%	45%
26 - 30	59%	58%	54%	49%	46%	43%	41%	37%
31 - 35	53%	46%	43%	40%	40%	38%	38%	37%
36 - 40	43%	40%	39%	38%	38%	38%	38%	
41 - 45	42%	40%	39%	38%	38%	38%		
46 - 50	42%	40%	39%	38%	38%			
51 - 55	42%	40%	39%	38%				
56 - 65	42%	40%	39%					

2. Sharing the surplus from participants' tabarru' fund

2.1 Any distributable surplus arising from the participants' tabarru' fund after Qard repayment (if any) at the end of financial year will be distributed annually and shared out as follows:

Us (as incentive)	-	50% of the surplus
All eligible person covered (payable to participant's account)	-	50% of the surplus

2.2 Certificate owner is entitled to the distributable surplus, if any, provided that the certificate of takaful is not lapsed and is not surrendered prior to the financial year end. If the certificate owner is entitled to the distributable surplus but the certificate of takaful is terminated under clause 21 of annexure MLTT003 as at the surplus distribution date, clause 19 under annexure MLTT003 would then apply.

3. Sharing the investment profit from participant's account

3.1 We will share out any investment profit from participant's account as follows:

Us	-	10% of the investment profit
Person covered (payable to participant's account)	-	90% of the investment profit

3.2 Certificate owner is entitled to the investment profit, if any, provided that the certificate of takaful is not lapsed and is not surrendered prior to the financial year end. If the certificate owner is entitled to the investment profit but the certificate of takaful is terminated under clause 21 of annexure MLTT003 as at the profit distribution date, clause 19 under annexure MLTT003 would then apply.

4. Tabarru'

4.1 We will take a monthly tabarru' from the participant's account and transfer this amount into the participants' tabarru' fund. The rates for the tabarru' deductions will be based on the following:

- a) the age last birthday (on the monthly anniversary) of the person covered;
- b) occupational risk;
- c) health risk;

- d) their gender; and
- e) underwriting category.

4.2 We will take the tabarru' deduction for each takaful benefit by multiplying the tabarru' rate which applies for the relevant sum at risk.

4.3 The first tabarru' deduction will be due on the commencement date and any future deduction will be due on each subsequent monthly anniversary. The first tabarru' deduction will be based on the number of days from the commencement date to the next monthly anniversary.

4.4 We reserve the right to revise the tabarru' rates at any time by giving you at least 90 days' written notice. Any changes will only apply after the end of the notice period.

4.5 Tabarru' formula

a) $\text{Tabarru' (death)} = \text{tabarru' rate (death)} \times \text{sum at risk for death benefit}$

b) $\text{Tabarru' (TPD)} = \text{tabarru' rate (TPD)} \times \text{sum at risk for TPD benefit}$

5. Contribution formula

5.1 $\text{Single contribution} = \text{sum covered} \times \text{contribution rate} / 1,000$