



SUN LIFE MALAYSIA TAKAFUL BERHAD

MASTER CONTRACT

**GROUP TERM TAKAFUL
(GTT CW)**

The benefit(s) payable under eligible certificate/policy/contract is(are) protected by PIDM up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System (TIPS) Brochure or contact Sun Life Malaysia Takaful Berhad or PIDM (visit www.pidm.gov.my).

ANNEXURE GTTCW001

Introduction

The aims

This takaful plan aims to provide takaful coverage to you or 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 Principles 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 behalf of you and person covered. In return, you and person covered allow us to deduct certain amount as Wakalah Fee.
- Third** Our Shariah Committee will ensure that our operations comply with Shariah principles at all times. The person covered agrees that a portion of the contribution will be allocated as tabarru' (donation) into the participants' tabarru' fund for takaful coverage and for mutual assistance to other participants in times of misfortune.

ANNEXURE GTTCW003

General conditions

1. Definition

- 1.1 In this contract, the following words and phrases have meanings given next to them:
- a) **Certificate anniversary** means the yearly anniversary of the certificate commencement date.
 - b) **Certificate commencement date** means the date the certificate commences shown in the certificate of takaful. This date will be the date the coverage starts.
 - c) **Certificate of takaful** means the certificate issued to the master contract holder as evidence of coverage for the person covered.
 - d) **Endorsement** means written evidence of any amendment, variation or change made to this contract and certificate of takaful.
 - e) **Expiry date** means the date the certificate ends as shown in the certificate of takaful or any future endorsement which changes the expiry date.
 - f) **Issue date** means the issue date stated in the certificate of takaful.
 - g) **Nominee** means one or more person(s) that the person covered has chosen under clause 23 and named in the nomination form or in any future endorsement as nominee.
 - h) **Participants' tabarru' fund** means the holding fund into which tabarru' deduction will be credited into, in line with the terms and conditions shown here.
 - i) **Permissible takaful interest** means the master contract holder's economic or financial interest in the coverage of the person covered.
 - j) **Person covered** means the person who we provide takaful coverage as named in the certificate of takaful and/or contract.
 - k) **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 person covered knew existed, whether or not treatment or medication or advice or diagnosis was sought or received.
 - l) **Qard** means an interest-free loan we provide in the event of a deficit in the participants' tabarru' fund.
 - m) **Shariah principles** means Islamic laws. In the context of this master contract, Shariah principles will refer to the Islamic laws as interpreted by the Shariah Committee.

- n) **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 principles.
- o) **Tabarru'** means donation amount to be deducted from contribution for the purpose of providing takaful coverage to all participants.
- p) **Wakalah** means the contract where a party, as principal (muwakkil) authorises another party as his agent (wakil) to perform a particular task on matters that may be delegated.
- q) **We, us or our** means Sun Life Malaysia Takaful Berhad.
- r) **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.
- 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 master contract is issued in consideration of the person covered's application form, where applicable and the payment of contribution, where applicable as shown in the certificate of takaful and pursuant to:

- a) the answers given by 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 person covered between the time of submission of the application and the time the certificate of takaful is entered into; and
- b) any information contained in any medical reports and/or any other reports and questionnaires submitted to us in relation to this master contract;

(collectively referred to as 'the Material Information')

and such Material Information will form an integral part of this master contract between us and you and/or the person covered and shall, together with the terms and conditions of this contract, constitute the entire contract between us and you 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 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 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 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 person covered has submitted the application for variation but before the certificate of takaful is varied.

4. Eligibility

- 4.1 The person eligible for this master contract are employees of the master contract holder as specified in the master contract schedule.

5. Evidence of permissible takaful interest

- 5.1 We will require satisfactory evidence of permissible takaful interest between the person covered and the master contract holder before the person covered is accepted for takaful coverage.
- 5.2 If the master 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.

6. Period of cover and renewal

- 6.1 The takaful coverage for each person covered will commence on the certificate commencement date as stated in your certificate of takaful. On each contract anniversary date, the certificate of takaful is renewable at our option based on the contribution rates in effect determined at that time as notified by us.
- 6.2 No renewal documents will be issued upon renewal. This master contract and certificate of takaful shall continue to be applicable, subject to termination clause.

7. Free look period (cancellation period)

- 7.1 If you decide not to take up the takaful coverage for whatever reason after it has been issued, you may return the certificate of takaful to us for cancellation by giving us written notice within 15 calendar days from the delivery date of the certificate.
- 7.2 We will refund the contribution paid without any profit less any deduction of medical examination expenses incurred by us.

8. Age

- 8.1 The certificate of takaful is issued for the age of the person covered as shown in the certificate of takaful, based on the date of birth given upon application. We will need proof of the person covered's age before we pay any benefits.

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 participant 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 they live.

11. Change of contract

- 11.1 We reserve the right to amend the terms and provisions of this contract in order to comply with Malaysian Law and regulations. We will provide prior written notice by ordinary post to you and the person covered's last known address in our records or via other alternative modes of communication.
- 11.2 The person covered'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.

12. Rights and using amounts owed

- 12.1 We have the right to deduct any unpaid contribution due the full year (if applicable) under the certificate of takaful.
- 12.2 We can offset any amount we owe the person covered (for example, benefits) under the certificate of takaful with any amount you owe us (for example, contribution, tabarru' and etc) under the certificate of takaful.
- 12.3 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 person covered on each financial year will be credited to the person covered's latest bank account in our records. If the person covered does not provide us with his/her bank account information, the amount will be donated to charitable organisations as approved by our Shariah committee.

13. Certificate surrender

- 13.1 You may, at any time during lifetime of the person covered and while this certificate of takaful is in force, surrender the certificate by giving us a written notice. All benefits and rights under the certificate will end. Upon receiving the surrender notice of the certificate, the person covered will no longer have the takaful coverage.
- 13.2 Clause 7 would apply if you cancel the certificate of takaful within the free look period.

14. Termination

- 14.1 You or we may terminate this master contract by giving us 60 days' written notice. However, the coverage for each person covered will continue until the end of certificate term as stated in the respective person covered's certificate of takaful.
- 14.2 The certificate of takaful will be terminated at the earliest of any of the following circumstances:
- a) On the date we approve and pay the death or TPD benefit as stipulated under the benefit conditions in the annexure GTTCW004 and annexure GTTCW005 in this master contract;
 - b) When the person covered ceases to be eligible under this master contract;
 - c) Upon surrender of the certificate of takaful;
 - d) Upon cancellation of the certificate of takaful; or
 - e) On the expiry date as stated in the certificate of takaful.

15. Laws

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

16. Tax

- 16.1 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.

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

- 17.1 If the person covered has a U.S. indicia, the person covered 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 person covered or beneficiaries in connection with this certificate of takaful. If the person covered 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 person covered'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.

- 17.2 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.

18. Wakalah fee

- 18.1 We will deduct the wakalah fee from the contribution payable. This will be a percentage (%) of the contribution as shown in the certificate of takaful.
- 18.2 We reserve the right to revise this percentage from time to time by notifying you in writing at least 90 days in advance.
- 18.3 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.
- 18.4 In the event of dissolution of the certificate of takaful due to cancellation within the free look period, surrender of certificate or termination of certificate, a refund of the whole or a part of the wakalah fee, if any, would form part of the amount payable.

19. Tabarru'

- 19.1 We will take a tabarru' which is the contribution payable less the wakalah fee, and transfer this amount into the participants' tabarru' fund described below.
- 19.2 The tabarru' amount is not guaranteed and may be revised from time to time by notifying in writing to you at least 90 days in advance. The revision shall take effect on the next contract anniversary after the notice period.

20. Participants' tabarru' fund

- 20.1 The tabarru' amount will be allocated into the 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.
- 20.2 The takaful coverage will take into effect when there is tabarru' allocated into the participants' tabarru' fund.
- 20.3 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah principles. The investment profit (if any) will be retained in the participants' tabarru' fund.
- 20.4 We will manage any surplus from the participants' tabarru' fund in any of the following manners:
- a) The surplus to remain in the participants' tabarru' fund; or
 - b) Donate the surplus to any charitable organisation approved by our Shariah committee.

- 20.5 If there are insufficient funds in the participants' tabarru' fund to pay the takaful benefit, and we provide a Qard (interest-free loan) from our fund to cover the shortfall, the Qard will have to be repaid when participants' tabarru' fund returns to surplus position.
- 20.6 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.

21. Cash surrender value

- 21.1 Upon surrender of the certificate of takaful, the person covered will no longer have the takaful coverage and no cash surrender value will be payable to the person covered.

22. Ownership

- 22.1 You are the legal owner of this master contract.
- 22.2 You may use all the rights and options that this master contract provides (subject to the rights of any nominee).

23. Nominee

- 23.1 This clause only applies if you are the person covered and you are 16 years old and above.
- 23.2 The person covered may nominate in our nomination form, a nominee(s) to receive the takaful benefits payable upon his/her death under the certificate of takaful either as an executor (wasi), or as a beneficiary under a conditional hibah. Nomination may be made at the time of application of the certificate of takaful or at any time after the certificate of takaful has been issued. The person covered may download the nomination form from our website.
- 23.3 The nominee named in the nomination form or any future amendments the person covered makes, will receive the death benefits in accordance with the Islamic Financial Services Act 2013. The person covered may revoke or change the nominee at any time by giving us written notice. The written notice must be received and registered by us during the person covered's lifetime. The revocation and change of nominee will take effect from the date we receive the written notice.

24. If this contract takes part in our profits

- 24.1 This contract does not benefit from any of our profits.

25. Notice of claim

- 25.1 The person covered 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. Failure to give us written notice within 30 days from the date the covered event happens will not invalidate any claim if it can be proven not to have been reasonably possible to give such notice and this notice must be given to us within 12 months from the date the covered event happens.

26. Proof of claim

- 26.1 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 claimant.
- 26.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.
- 26.3 As part of giving us proof, we may need the person covered to be examined by our medical examiners. We will pay for this medical examination. We will tell the person covered if this is needed.

27. Paying benefits

- 27.1 Upon receipt and approval of the proof of claim of the person covered, we will pay you the applicable takaful benefits under the certificate of takaful to you and/or the rightful claimant.
- 27.2 The takaful benefits applicable to the person covered are determined based on the certificate of takaful issued in respect of such person covered. The certificate will be terminated upon payment of the above.
- 27.3 In the event that there is no nominee, the unpaid benefits will be paid to the rightful claimant.

28. Sanction exclusion clause

- 28.1 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 or any named person in 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 application submitted, whichever applicable.

ANNEXURE GTTCW004

Benefit conditions – Death benefit

1. Death benefit

- 1.1 Subject to the general conditions, while the certificate of takaful is in force, should we receive satisfactory proof of the death of the person covered due to any cause other than the excluded risks as stated below, we will pay the sum covered as stipulated in the certificate of takaful for death benefit, from participants' tabarru' fund.
- 1.2 We will deduct any amount you owe us from this benefit.
- 1.3 The certificate will be terminated upon death of the person covered and payment of the claims under this benefit.

2. Exclusions

- 2.1 We will not pay the benefit and the certificate will be terminated in the following circumstances:
 - a) If the person covered dies due to suicide (while sane or insane) within first twelve (12) months from the certificate commencement date; or
 - b) If the person covered dies due to pre-existing condition within first twelve (12) months from the certificate commencement date.
- 2.2 This exclusion shall not be applicable after the first year of cover.

3. Waiting period

- 3.1 Waiting period of 3 months from the effective date is applicable to this benefit.
- 3.2 No benefit would be payable in the event that the death of person covered due to natural causes is within the waiting period as defined.

4. Claim procedure

- 4.1 Satisfactory proof of death must be given to us within 30 days from the date of death. Failure to give us written notice within 30 days from the date of death will not invalidate any claim if it can be proven not to have been reasonably possible to give such notice and this notice must be given to us within 12 months from the date of death.
- 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 benefit will end upon the termination of the certificate of takaful as stated under clause 14 of annexure GTTCW003.

ANNEXURE GTTCW005

Benefit conditions – Total and permanent disability (TPD) benefit

1. Application of this benefit

- 1.1 This benefit applies only if it is stated and included in the certificate of takaful.

2. Total and permanent disability benefit

- 2.1 This benefit applies in the event the person covered suffers from TPD as defined in clause 3 as follows, while the certificate of takaful is in force, and the TPD begins on or after the certificate commencement date.
- 2.2 Subject to the general conditions, while the certificate of takaful is in force and before the monthly anniversary date immediately after the person covered attaining age 70, should we receive satisfactory proof that the person covered has suffered from TPD and upon the approval of claim, we shall pay the sum covered as stipulated in the certificate of takaful for the TPD benefit, from the participants' tabarru' fund.
- 2.3 We shall deduct any amount you owe us.
- 2.4 The TPD benefits will cease on the certificate monthly anniversary immediately after the person covered's 70th birthday.
- 2.5 The maximum aggregate amount for the TPD benefit payable with respect to the TPD of the person covered under this and all other individual and group contracts or certificates issued by us shall not exceed RM2,000,000.
- 2.6 If the TPD benefit payable under the certificate is less than the sum covered for the death benefit, on the date the TPD begins, the takaful coverage on the death benefit will continue for the remaining balance of the sum covered. The sum covered for the death benefit for all future durations will be reduced by the ratio of the benefit that has been paid for the TPD benefit payout on the approval date of the TPD claim. The reduction in the sum covered for the death benefit upon death will apply from the approval date of the TPD claim.
- 2.7 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 shall then terminate.

3. Definition of total and permanent disability (TPD)

Total and permanent disability (TPD) means the following:

For a person covered who is working or operating their own business

If the person covered is between the ages of 18 and 65, working for money or operating their own business, he/she will be considered totally and permanently disabled if he/she was 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.

For a person covered who is unemployed or not operating their own business

If the person covered is between the ages of 18 and 65, and at the time of suffering the disability, is not in paid work or operating their own business or is a housewife or if the person covered is between the ages of 66 and 70, we will consider TPD to be the inability to carry out at least 3 out of the 6 activities of daily living (as shown below) without the help of another person. The disability must last for at least 6 consecutive months from the date of diagnosis.

- a) Transfer – Getting in and out of a chair without requiring physical assistance;
- b) Mobility – The ability to move from room to room without help requiring any physical assistance;
- c) Continence – The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
- d) Dressing – Putting on and taking off all necessary items of clothing without requiring assistance of another person;
- e) Bathing/Washing – The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; or
- f) Eating – All tasks of getting food into the body once it has been prepared.

The TPD covers the situations where any of the following occurs:

- a) Total and permanent loss of sight of both eyes;
- b) Loss of severance by 2 limbs at or above the wrist or ankle;
- c) Total and permanent loss of sight of 1 eye and loss of severance by 1 limb at or above the wrist or ankle; or
- d) Permanent total paralysis.

2 of our medical examiners must satisfy that the person covered's disability comes within the definition of TPD.

4. Exclusions

- 4.1 We will not pay the benefit if the TPD is resulted directly or indirectly from, or as a result of the following:
- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b) 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;
 - c) Being under the influence of intoxicating liquor, intoxicating substance, any narcotic or drugs;
 - d) Attempted suicide (while sane or insane), immorality or intentional self-injury;

- e) Involvement in a breach of law (unless as an innocent party) or membership of an illegal organisation;
- f) Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complications, infection by Human Immunodeficiency Virus (HIV), except for AIDS due to blood transfusions;
- g) Participation in any hazardous sports or pastime, including but not limited to aerial activity, rock climbing or mountaineering, underwater activities, racing of any type other than on foot, etc; or
- h) Pre-existing condition (PEC) within the first twelve (12) months from the certificate commencement date. This PEC exclusion shall not be applicable after the first year of cover.

5. Waiting period

- 5.1 Waiting period of 3 months from the effective date is applicable to this benefit.
- 5.2 No benefit would be payable in the event that the person covered is suffered from TPD due to natural causes within the waiting period as defined.

6. Notice of claim

- 6.1 We must receive written notice of claim:
 - a) at our head office;
 - b) during the person covered's lifetime;
 - c) during the person covered's disability; and
 - d) within 30 days of the start of the disability.
- 6.2 Failure to give us written notice within 30 days after the date of occurrence of such disability will not invalidate any claim if it can be proven not to have been reasonably possible to give such notice and this notice must be given to us within 12 months after the date of occurrence of such disability.

7. Proof of disability

- 7.1 The claimant must give us proof of TPD before we will consider this claim. The claimant must pay any costs involved in this.
- 7.2 We will not consider any disability which lasts less than 6 months.
- 7.3 We may ask for proof of the TPD that is total and permanent. We may do this at reasonable intervals.
- 7.4 As part of giving us proof, we may need the person covered to be examined by our medical examiners. We will pay for this medical examination. We will tell the person covered if this is needed.

8. Termination of coverage

8.1 This benefit will end at the earliest of the following circumstances:

- a) On the date we approve and pay this benefit in full amount;
- b) Upon cancellation of this benefit;
- c) Upon certificate monthly anniversary immediately after the person covered's attainment of age 70 years old; or
- d) Upon the termination of the certificate of takaful as stated under clause 14 of annexure GTTCW003.

ANNEXURE GTTCW006

Benefit conditions – Accelerated critical illness (ACI) benefit

1. Definition

1.1 **Activities of daily living** are as follows:

- a) Transfer - Getting in and out of a chair without requiring physical assistance;
- b) Mobility - The ability to move from room to room without requiring any physical assistance;
- c) Continence - The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
- d) Dressing - Putting on and taking off all necessary items of clothing without requiring assistance of another person;
- e) Bathing/Washing - The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; or
- f) Eating - All tasks of getting food into the body once it has been prepared.

2. Application of this benefit

2.1 This benefit applies only if it is stated and included in the certificate of takaful.

3. Critical illness benefit

3.1 Subject to the general conditions, while the certificate of takaful is in force and before the monthly anniversary date immediately after the person covered attaining age 70, should we receive satisfactory proof that the person covered has been diagnosed with critical illness as defined in the critical illness definition listing below except Angioplasty and Other Invasive Treatments for Coronary Artery Disease we will pay, the critical illness benefit to the person covered, less any unpaid contribution due from the participants' tabarru' fund. The critical illness benefit of the person covered will be the sum covered, as shown in the certificate of takaful, of the person covered upon diagnosis of the critical illness.

3.2 On admission by Angioplasty and Other Invasive Treatments for Coronary Artery Disease:

- a) A limited advance payment of 10% of the critical illness sum covered subject to a maximum of RM25,000 shall be paid if the person covered actually undergoes one of these procedures for the coronary artery disease. The payment is payable once. Subsequent additional treatment using the same procedure on which an advance payment has been made or is payable, shall not be eligible for payment. The remaining balance of the critical illness sum covered shall become payable upon admission for other benefits covered under this certificate of takaful.

3.3 The payment of critical illness benefit is an accelerated payment and not an addition to the payment of the sum covered of death and total permanent disability (TPD). A claim which has been approved under this supplementary benefit contract will automatically reduce the person covered's death benefit and/or TPD benefit by the amount of critical illness benefit admitted.

- 3.4 If the person covered dies between the commencement date of critical illness diagnosis and the approval date of critical illness benefit claim, the death benefit would become payable and critical illness benefit would not be paid.

4. Exclusions

- 4.1 The critical illness benefit will not be payable if it is directly or indirectly, wholly or partly caused by or arising from or contributed by:
- a) Pre-existing condition;
 - b) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - c) 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;
 - d) being under the influence of intoxicating liquor, intoxicating substance, any drugs or narcotic;
 - e) involvement in a breach of law (unless as an innocent party) or membership of an illegal organisation;
 - f) Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complications, infection by Human Immunodeficiency Virus (HIV), except for AIDS due to blood transfusions; or
 - g) attempted suicide (whether sane or insane), or intentional self-injury.

5. Waiting period

- 5.1 Waiting period of 3 months from the effective date is applicable to all critical illnesses.
- 5.2 No benefit would be payable in the event that the person covered is diagnosed with the critical illness within the waiting period as defined.

6. Notice of claim

- 6.1 We must receive written notice of claim:
- a) at our head office;
 - b) during the person covered's lifetime;
 - c) during the person covered's disability; and
 - d) within 30 days from the start of the diagnosis of the critical illness.
- 6.2 Failure to give us written notice within 30 days from the date of diagnosis of the critical illness will not invalidate any claim if it can be proven not to have been reasonably possible to give such

notice and this notice must be given to us within 12 months from the date of diagnosis of the critical illness.

7. Termination of coverage

7.1 This benefit will end at the earliest of the following circumstances:

- a) On the date we approve and pay this benefit in full amount;
- b) Upon cancellation of this benefit;
- c) Upon certificate monthly anniversary immediately after the person covered's attainment of age 70 years old; or
- d) Upon termination of the certificate of takaful as stated under clause 14 of annexure GTTCW003.

8. The critical illnesses or diseases covered by this contract are as follows:

8.1 Alzheimer's Disease/Severe Dementia

Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The covered event must result in significant reduction in mental and social functioning requiring continuous supervision of the person covered. The diagnosis must be clinically confirmed by a neurologist.

From the above definition, the following are not covered:

- a) Non organic brain disorders such as neurosis;
- b) Psychiatric illnesses; and
- c) Drug or alcohol related brain damage.

8.2 Angioplasty and Other Invasive Treatments for Coronary Artery Disease

The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.

Intra-arterial investigative procedures are not covered. Payment under this clause is limited to 10% of the critical illness coverage under this contract subject to a maximum of RM25,000. This covered event is payable once only and shall be deducted from the amount of this contract, thereby reducing the amount of the lump sum payment which may be payable.

8.3 Bacterial Meningitis- resulting in permanent inability to perform activities of daily living

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an

inability to perform at least 3 of the activities of daily living (as stated in the preamble attached). A minimum assessment period of 30 days applies.

The diagnosis must be confirmed by:

- a) An appropriate specialist; and
- b) The presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.

For the above definition, other forms of meningitis, including viral meningitis are not covered.

8.4 Benign Brain Tumor – of specified severity

A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:

- a) It is life threatening;
- b) It has caused damage to the brain;
- c) It has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and
- d) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques.

The following are not covered:

- a) Cysts;
- b) Granulomas;
- c) Malformations in or of the arteries or veins of the brain;
- d) Hematomas;
- e) Tumours in the pituitary gland;
- f) Tumours in the spine; and
- g) Tumors of the acoustic nerve.

8.5 Blindness - Permanent and Irreversible

Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

8.6 Brain Surgery

The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy (surgical opening of skull) is performed.

For the above definition, the following are not covered:

- a) Burr hole procedures;
- b) Transphenoidal procedures;
- c) Endoscopic assisted procedures or any other minimally invasive procedures; and
- d) Brain surgery as a result of an accident.

8.7 Cancer - of specified severity and does not cover very early cancers

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- a) All cancers which are histologically classified as any of the following;
 - pre-malignant;
 - non-invasive;
 - carcinoma in situ;
 - having borderline malignancy; or
 - having malignant potential.
- b) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)
- c) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)
- d) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)
- e) Chronic Lymphocytic Leukemia less than RAI Stage 3
- f) All cancers in the presence of HIV
- g) Any skin cancer other than malignant melanoma

8.8 Cardiomyopathy – of specified severity

A definite diagnosis of Cardiomyopathy by a cardiologist which resulting in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New

York Heart Association's classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

- a) Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Cardiomyopathy directly related to alcohol or drug abuse is excluded.

8.9 Chronic Aplastic Anemia - resulting in permanent bone marrow failure

Irreversible persistent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring at least 2 of the following treatments:

- a) Regular blood product transfusion;
- b) Marrow stimulating agents;
- c) Immunosuppressive agents; or
- d) Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

8.10 Coma - resulting in permanent neurological deficit with persisting clinical symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least 96 hours, requiring the use of life support systems and resulting in a permanent neurological deficit with persisting clinical symptoms. A minimum assessment period of 30 days applied. Confirmation by a neurologist must be present.

The following is not covered:

- a) Coma resulting directly from alcohol or drug abuse.

8.11 Coronary Artery By-Pass Surgery

Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting.

For the above definition, the following are not covered:

- a) Angioplasty;
- b) Other intra-arterial or catheter based techniques;
- c) Keyhole procedures; and
- d) Laser procedures.

8.12 Deafness - Permanent and Irreversible

Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than 80 decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

8.13 Encephalitis - resulting in permanent inability to perform activities of daily living

Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least 3 of the activities of daily living (as stated in the preamble attached). A minimum assessment period of 30 days applies. The covered event must be certified by a neurologist.

Encephalitis in the presence of HIV infection is specifically excluded.

8.14 End-Stage Liver Failure

End-stage liver failure as evidenced by all of the following:

- a) Permanent jaundice;
- b) Ascites(excessive fluid in peritoneal cavity); and
- c) Hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is not covered.

8.15 End-Stage Lung Disease

End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:

- a) The need for regular oxygen treatment on a permanent basis;
- b) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 liter during the first second;
- c) Shortness of breath at rest; and
- d) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

8.16 Full-Blown AIDS

The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the person covered must have a CD4 cell count of less than 200/ μ L and 1 or more of the following criteria are met:

- a) Weight loss of more than 10% of body weight over a period of 6 months or less (wasting syndrome);
- b) Kaposi Sarcoma;
- c) Pneumocystis Carinii Pneumonia;

- d) Progressive Multifocal Leukoencephalopathy;
- e) Active Tuberculosis;
- f) Less than 1000 Lymphocytes/ μ L; or
- g) Malignant Lymphoma.

8.17 Fulminant Viral Hepatitis

A sub-massive to massive necrosis (death of the liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:

- a) A rapidly decreasing liver size as confirmed by abdominal ultrasound;
- b) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- c) Rapidly deteriorating liver functions tests; and
- d) Deepening jaundice.

Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.

8.18 Heart Attack – of specified severity

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- a) A history of typical chest pain;
- b) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and
- c) Elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:

- Cardiac Troponin T or Cardiac Troponin I $> / = 0.5$ ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:

- i) Occurrence of an acute coronary syndrome including but not limited to unstable angina; and
- ii) A rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

8.19 Heart Valve Surgery

The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities. For the above definition, the following are not covered:

- a) Repair via intra-arterial procedure; and
- b) Repair via keyhole surgery or any other similar techniques.

8.20 HIV Infection due to Blood Transfusion

Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

- a) The blood transfusion was medically necessary or given as part of a medical treatment;
- b) The blood transfusion was received in Malaysia or Singapore after the commencement of the contract;
- c) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
- d) The person covered does not suffer from hemophilia; and
- e) The person covered is not a member of any high risk groups such as but not limited to intravenous drug users.

8.21 Kidney Failure – requiring dialysis or kidney transplant

End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.

8.22 Loss of Speech

Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum assessment period of 6 months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat (ENT) specialist.

All psychiatric related causes are not covered.

8.23 Major Head Trauma - resulting in permanent inability to perform activities of daily living

Physical head injury causing in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an inability to perform at least 3 of the activities of daily living (as stated in the preamble attached). A minimum assessment period of 3 months applies.

8.24 Major Organ/Bone Marrow Transplant

The receipt of a transplant of:

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

Other stem cell transplants are not covered.

8.25 Motor Neuron Disease - permanent neurological deficit with persisting clinical symptoms

A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.

8.26 Multiple Sclerosis

A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:

- a) Investigations which confirm the diagnosis to be Multiple Sclerosis;
- b) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least 6 months; and
- c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

8.27 Muscular Dystrophy

The definite diagnosis of a Muscular Dystrophy by a neurologist which must be supported by all of the following:

- a) Clinical presentation of progressive muscle weakness;
- b) No central/peripheral nerve involvement as evidenced by absence of sensory disturbance; and
- c) Characteristic electromyogram and muscle biopsy findings.

No benefit will be payable under this covered event before the person covered has reached the age of 12 years next birthday.

8.28 Paralysis of Limbs

Total, permanent and irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum assessment period of 6 months applies.

8.29 Parkinson's Disease - resulting in permanent inability to perform activities of daily living

A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:

- a) Cannot be controlled with medication;
- b) Shows signs of progressive impairment; and
- c) Confirmation of the permanent inability of the person covered to perform without assistance 3 or more of the activities of daily living (as stated in the preamble attached).

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are excluded.

8.30 Primary Pulmonary Arterial Hypertension – of specified severity

A definite diagnosis of Primary Pulmonary Arterial Hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment.

Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

- a) Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

8.31 Serious Coronary Artery Disease

The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of 60% in each artery as proven by coronary arteriography (non-invasive diagnostic procedures are not covered). A narrowing of 60% or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This covered event is payable regardless of whether or not any form of coronary artery surgery has been performed.

8.32 Stroke - resulting in permanent neurological deficit with persisting clinical symptoms

Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum assessment period of 3 months applies.

For the above definition, the following are not covered:

- a) Transient ischemic attacks;
- b) Cerebral symptoms due to migraine;
- c) Traumatic injury to brain tissue or blood vessels; and
- d) Vascular disease affecting the eye or optic nerve or vestibular functions.

8.33 Surgery to Aorta

The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- a) Angioplasty;
- b) Other intra-arterial or catheter based techniques;

- c) Other keyhole procedures; and
- d) Laser procedures.

8.34 Systemic Lupus Erythematosus with Severe Kidney Complications

A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.

For this definition, the covered event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only haematological or joint involvement are not covered.

WHO Lupus Classification:

Type III : Focal segmental glomerulonephritis

Type IV : Diffuse glomerulonephritis

Type V : Membranous glomerulonephritis

8.35 Terminal Illness

The conclusive diagnosis of a condition that is expected to result in death of the person covered within 12 months. The person covered must no longer be receiving active treatment other than that for pain relief. The diagnosis must be supported by written confirmation from the appropriate specialist and confirmed by the company's appointed doctor.

8.36 Third Degree Burns - of specified severity

Third degree (i.e. full thickness) skin burns covering at least 20% of the total body surface area.