

ENDORSEMENT

Attached to and forming part of the master contract for **Group Term Takaful, Master Contract No. GTTBIMB0819** (hereinafter called the "Master Contract").





Notwithstanding anything to the contrary contained in the above-mentioned Master Contract, it is hereby understood and agreed that as from **1 July 2020**, the following provisions will be revised and amended as follows:

Annexure GTT003 – General conditions

1. Age – The description of 'Age' under clause 8.2 will be deleted in its entirety.
2. Change of contract – The description of 'Change of contract' under clause 11.1 will be replaced with the following new clause:
 - 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 your and person covered last known address in our records or other alternative modes of communication.
3. Legal proceedings – The description of 'Legal proceedings' under clause 16 will be deleted in its entirety. The numbering of the subsequent clause(s) (if any) shall be adjusted accordingly.
4. Wakalah fee – The description of 'Wakalah fee' under clause 20 will be replaced with the following new clause:
 20. Wakalah
 - 20.1 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.
 - 20.2 We reserve the right to revise this percentage from time to time by notifying in writing to you and/or certificate owner at least 90 days in advance.
 - 20.3 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.
 - 20.4 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.
5. Participants' tabarru' fund – The description of 'Participants' tabarru' fund' under clause 22 will be replaced with the following new clause:
 - 22.1 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.
 - 22.2 The takaful coverage will take into effect when there is tabarru' allocated into the participants' tabarru' fund.

Sun Life Malaysia Takaful Berhad

Registration No: 200501012215 (689263-M)



Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur, Malaysia
Telephone (603) 2612 3600 Facsimile (603) 2698 7035 Client Careline 1300-88-5055 wecare@sunlifemalaysia.com
 sunlifemalaysia.com  @SunLifeMalaysia  [sunlifemalaysia_my](https://www.instagram.com/sunlifemalaysia_my)  Sun Life Malaysia

- 22.3 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah. The investment profit (if any) will be retained in the participants' tabarru' fund.
- 22.4 We will manage any distributable 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.
- 22.6 If there are insufficient funds in the participants' tabarru' fund to pay the takaful benefit, we will arrange for 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.
- 22.7 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.

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

Sun Life Malaysia Takaful Berhad

Registration No: 200501012215 (689263-M)

Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur, Malaysia
Telephone (603) 2612 3600 Facsimile (603) 2698 7035 Client Careline 1300-88-5055 wecare@sunlifemalaysia.com
 sunlifemalaysia.com  @SunLifeMalaysia  [sunlifemalaysia_my](https://www.instagram.com/sunlifemalaysia_my)  Sun Life Malaysia

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

PENGENDORSAN

Disertakan bersama dan menjadi sebahagian daripada kontrak induk untuk **Group Term Takaful, No. Kontrak Induk GTTBIMB0819** (selepas ini dirujuk sebagai "Kontrak Induk").





Meskipun terdapat apa-apa yang bertentangan dengan kandungan dalam Kontrak Induk yang dinyatakan di atas, adalah dengan ini difahami dan dipersetujui bahawa efektif dari **1 Julai 2020**, peruntukan-peruntukan di bawah akan dipinda:

Lampiran GTT003 – Peruntukan am

1. *Umur – Penerangan untuk 'Umur' di bawah klausa 8.2 akan dibatalkan keseluruhannya.*
2. *Perubahan kepada kontrak – Penerangan untuk 'Perubahan kepada kontrak' di bawah klausa 11.1 akan digantikan dengan klausa baru yang berikut:*
 - 11.1 *Kami berhak meminda terma dan peruntukan kontrak ini bertujuan untuk mematuhi undang-undang dan peraturan-peraturan Malaysia. Kami akan memberi notis bertulis terlebih dahulu melalui pos biasa ke alamat terakhir anda dan orang yang dilindungi yang diketahui dalam rekod kami atau melalui mod komunikasi alternatif lain.*
3. *Tindakan undang-undang – Penerangan untuk 'Tindakan undang-undang' di bawah klausa 16 akan dibatalkan keseluruhannya. Penomboran bagi klausa (klausa-klausa) yang berikutnya (jika ada) harus diselaraskan sewajarnya.*
4. *Yuran wakalah – Penerangan untuk 'Yuran wakalah' di bawah klausa 20 akan digantikan dengan klausa baru yang berikut:*
 20. *Wakalah*
 - 20.1 *Kami akan menolak yuran wakalah daripada sumbangan yang dibayar. Ia adalah peratusan (%) daripada sumbangan seperti yang tertera di dalam sijil takaful.*
 - 20.2 *Kami berhak untuk menyemak semula peratusan ini pada bila-bila masa dengan memberi notis bertulis kepada anda dan/ atau pemilik sijil sekurang-kurangnya 90 hari lebih awal.*
 - 20.3 *Jika terdapat sebarang keadaan yang dianggap sebagai salah urus dan kecuaiian oleh kami, kami akan mengambil tindakan sewajarnya melalui pembetulan terhadap prosedur yang perlu dan membayar sebarang amaun yang terhutang kepada para peserta.*
 - 20.4 *Sekiranya berlaku pembubaran kontrak disebabkan pembatalan dalam tempoh semakan percuma, penyerahan kontrak atau penamatan kontrak, pemulangan semula keseluruhan atau sebahagian yuran wakalah, jika ada, akan menjadi sebahagian daripada amaun yang perlu dibayar.*
5. *Dana tabarru' peserta – Penerangan untuk 'Dana tabarru' peserta' di bawah klausa 22 akan digantikan dengan klausa baru yang berikut:*
 - 22.1 *Amaun tabarru' akan diperuntukkan ke dalam dana tabarru' peserta, yang merupakan dana pegangan di mana kami membayar semua manfaat takaful seperti yang dinyatakan di bawah kontrak induk ini. Dana tabarru' peserta dimiliki secara kolektif oleh kumpulan peserta takaful.*

Sun Life Malaysia Takaful Berhad

Registration No: 200501012215 (689263-M)

Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur, Malaysia
Telephone (603) 2612 3600 Facsimile (603) 2698 7035 Client Careline 1300-88-5055 wecare@sunlifemalaysia.com
 sunlifemalaysia.com  @SunLifeMalaysia  [sunlifemalaysia_my](https://www.instagram.com/sunlifemalaysia_my)  Sun Life Malaysia



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

- 22.2 *Perlindungan takaful akan dikuatkuasakan apabila terdapat peruntukkan tabarru' ke dalam dana tabarru' peserta.*
- 22.3 *Kami akan menguruskan aset dana tabarru' peserta dan menentukan bagaimana ia dilabur dan diurus sejajar dengan Shariah. Keuntungan pelaburan (jika ada) akan dikekalkan di dalam dana tabarru' peserta.*
- 22.4 *Kami akan menguruskan sebarang pengagihan lebihan dana tabarru' peserta berdasarkan berikut:*
- a) *Lebihan kekal dalam dana tabarru' peserta; atau*
 - b) *Menderma lebihan kepada mana-mana organisasi kebajikan yang diluluskan oleh jawatankuasa Syariah kami.*
- 22.6 *Jika dana tabarru' peserta tidak mencukupi untuk membayar manfaat takaful, kami akan mengatitkan Qard (pinjaman tanpa faedah) dari dana kami untuk membayar kekurangan tersebut. Qard perlu dibayar balik apabila dana tabarru' peserta kembali kepada paras lebihan.*
- 22.7 *Kami akan membayar semua kos, perbelanjaan dan caj untuk pengurusan dan pelaburan aset dana tabarru' peserta serta lain-lain perbelanjaan yang berkaitan daripada dana tabarru' peserta.*

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

Sun Life Malaysia Takaful Berhad

Registration No: 200501012215 (689263-M)

Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur, Malaysia
Telephone (603) 2612 3600 Facsimile (603) 2698 7035 Client Careline 1300-88-5055 wecare@sunlifemalaysia.com
 sunlifemalaysia.com  @SunLifeMalaysia  [sunlifemalaysia_my](https://www.instagram.com/sunlifemalaysia_my)  Sun Life Malaysia

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



SUN LIFE MALAYSIA TAKAFUL BERHAD

MASTER CONTRACT

GROUP TERM TAKAFUL

ANNEXURE GTT001

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 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 GTT002

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 individual certificate issued to each person covered as evidence of coverage.
- d) **Certificate owner** or **person covered** means the person who we provide takaful coverage as named in the certificate of takaful and/or contract.
- e) **Endorsement** means written evidence of any amendment, variation or change made to this contract and certificate of takaful.
- f) **Expiry date** means the date this contract ends as shown in the certificate of takaful or any future endorsement which changes the expiry date.
- g) **Issue date** means the issue date stated in the certificate of takaful.
- h) **Nominee** means one or more person(s) that the person covered has chosen under clause 25 and named in the nomination form or in any future endorsement as nominee.
- i) **Participants' tabarru' fund** means the holding fund into which tabarru' deduction will be credited into, in line with the terms and conditions shown here.
- j) **Permissible takaful interest** means the master contract holder's economic or financial interest in the coverage of the person covered.
- k) **Pre-existing condition** means any injury, illness, condition or symptom that existed during the 12 months prior to the certificate commencement date, 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** means Islamic laws. In the context of this master contract, Shariah 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.

- 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) authorizes 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 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) medical reports and any other reports and questionnaires;
(collectively referred to as 'the material information')

and such material information will form part of this master 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 contract are clients 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 the 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 the certificate owner and/ or master contract holder decides not to take up the takaful coverage for whatever reason after it has been issued, the certificate owner and/ or master contract holder may return the certificate of takaful to us for cancellation by giving us written notice within 15 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.
- 8.2 If the age of the person covered has been given incorrectly and he/she is not eligible for takaful coverage, we will not pay any benefit and the coverage will end. The total benefit payable from participants' tabarru fund will be limited to tabarru' deduction less any accumulated surplus shared out since the certificate issue date.

9. Incontestability clause

- 9.1 If the certificate of takaful is no longer valid, for reasons other than fraud, we will refund the contribution paid from the certificate commencement date, without any profit.

- 9.2 We will not be able to challenge the certificate after it has been in force for 2 years from the certificate issue date, unless there is evidence of fraud.

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.
- 10.2 A notification must be sent to us if there is any change of the person covered's mobility or occupation.

11. Change of contract

- 11.1 We reserve the right to amend the terms and provisions of this contract in order to comply with Malaysia Law and regulations. We will provide prior written notice by ordinary post to your and person covered last known address in our records.
- 11.2 The person covered's request for any alteration or endorsement to this 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 for 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 person covered owe us (for example contribution) 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 The person covered may, at any time during lifetime of the person covered and while this certificate of takaful is in force, surrender this certificate by giving us written notice. All benefits and rights under this certificate will end. The pro-rated unutilized tabarru' fund will be payable to you and/or person covered upon surrender of this certificate.
- 13.2 Clause 7 would apply if person covered cancel the certificate of takaful within the free look period.

14. Termination

- 14.1 You or we may terminate this 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 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 we have said under the benefit conditions in the annexure GTT004 and annexure GTT005 in this master contract;
- b) When the person covered ceases to be eligible under this certificate of takaful;
- c) Upon surrender of the certificate of takaful;
- d) Upon cancellation of the certificate of takaful;
- e) When the certificate of takaful lapses; or
- f) On the next certificate anniversary immediately after the termination of master contract.

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 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, the law, rule or regulation will 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. Legal proceedings

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

17. Tax

17.1 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.

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

18.1 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.

- 18.2 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.

19. Contribution payment and grace period

- 19.1 **Payment of contributions**
All contributions are payable on or before the due date (as shown in the certificate of takaful or in any future endorsement changing the due date) directly to us.
- 19.2 **Change of contribution payment frequency**
Subject to our approval, you may change the frequency of contribution payments by giving us written notice before the expiry of the grace period.
- 19.3 **Grace period**
If you do not pay the contribution on or before the due date, we will allow a grace period of 31 days from the contribution due date for the payment of any contributions. If the contribution is still not paid at the end of grace period, the takaful coverage will end.
- 19.4 **Death or total and permanent disability (TPD) claim**
If we have approved a death claim or TPD claim under this certificate of takaful, and the death or TPD claim of the person covered happens during the grace period, we will deduct any amount you owe us and contributions payable up to the date of the event from the benefit payable.

20. Wakalah fee

- 20.1 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.
- 20.2 We reserve the right to revise this percentage from time to time by notifying in writing to you and/or certificate owner at least 90 days in advance.

21. Tabarru'

- 21.1 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.

22. Participants' tabarru' fund

- 22.1 The tabarru' 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.
- 22.2 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah. The investment profit (if any) will be retained in the participants' tabarru' fund.
- 22.3 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.

22.4 Person covered is entitled to the distributable surplus, if any, provided that the certificate of takaful does not lapse and is not surrendered prior to the financial year end. If the person covered is entitled to the distributable surplus but this certificate of takaful is terminated under clause 14 of this annexure as at the surplus distribution date, clause 12 of this annexure would then apply.

22.5 If there are insufficient funds in the participants' tabarru' fund to pay the takaful benefit, we will arrange for 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 profitability.

22.6 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.

23. Cash surrender value

23.1 Upon surrender of the certificate of takaful, we will refund the pro-rated unutilised tabarru' amount as determined by us.

24. Ownership

24.1 You are the legal owner of this master contract.

24.2 You may use all the rights and options that this master contract provides (subject to the rights of any nominee).

25. Nominee

The certificate owner who has attained the age of 16 years, may nominate a person to receive the moneys payable upon his/her 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 application of the certificate of takaful or at any time after the certificate of takaful has been issued.

25.1 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.

26. If this contract takes part in our profits

26.1 This contract does not benefit from any of our profits.

27. Notice of claim

27.1 You or your legal representative must give written notice of claim to our head office within 30 days from the date the covered event happens.

28. Proof of claim

- 28.1 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.
- 28.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.
- 28.3 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.

29. Paying benefits

- 29.1 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.
- 29.2 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.
- 29.3 If the actual outstanding of the facility amount is less than the amount of takaful coverage, the balance of any benefits payable will be paid to the person covered, if living; otherwise to the nominee named by the person covered
- 29.4 In the event that there is no nominee, the unpaid benefits will be paid to the rightful claimant.

ANNEXURE GTT003

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 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.

This exclusion shall not be applicable after the first year of cover.

3. Claim procedure

- 3.1 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 was not reasonably possible to provide such notice and that notice is being provided as soon as is reasonably possible.
- 3.2 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.
- 3.3 We will only be able to assess the claim upon receipt of all the required documents, information and evidence.

4. Termination of coverage

- 4.1 The benefit will end upon the termination of the contract as stated under clause 14 of annexure GTT002.

ANNEXURE GTT004

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 65, should we receive satisfactory proof that the person covered has suffered from TPD and upon the approval of claim, we will pay the sum covered as stipulated in the certificate of takaful for TPD benefit, from the participants' tabarru' fund.
- 2.3 We will deduct any amount you owe us.
- 2.4 The TPD benefits will cease on the contract monthly anniversary immediately after the person covered's 65th birthday.
- 2.5 The maximum aggregate amount for 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 this certificate is less than the sum covered for death benefit, on the date the TPD begins, the takaful coverage on death benefit will continue for the remaining balance of sum covered. The sum covered for 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 TPD claim. The reduction in the sum covered for death benefit upon death will apply from the approval date of 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. This contract will 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, they will be considered totally and permanently disabled if they were 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, 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 2 limbs at or above the wrist or ankle;
- c) Total and permanent loss of sight of 1 eye and loss of 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 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 Immune 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 12 months from the certificate commencement date. This PEC exclusion shall not be applicable after the first year of cover.

5. Notice of claim

5.1 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. Proof of disability

- 6.1 The claimant must give us proof of TPD before we will consider this claim. The claimant must pay any costs involved in this.
- 6.2 We will not consider any disability which lasts less than 6 months.
- 6.3 We may ask for proof of the TPD that is total and permanent. We may do this at reasonable intervals.
- 6.4 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.

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 monthly anniversary immediately after the person covered's attainment of age 65 years old; or
- d) Upon the termination of the contract as stated under clause 14 of annexure GTT002.