



Zurich Takaful Malaysia Berhad

Registration No. 200601012246 (731996-H)
Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia
Tel: 03-2109 6000 Fax: 03-2109 6888 Call Centre: 1-300-888-622

(Hereinafter called the Takaful Operator)

HEREBY AGREES TO PAY to the beneficiary determined in the manner hereinafter provided in this Certificate, Benefits determined in accordance with the Takaful Schedule in effect under this Certificate, immediately upon due proof of claims in the form required by the Takaful Operator of any Member of

**GROUP TERM TAKAFUL (GTT)
CERTIFICATE NO.: 2280165**

**SHIELD CARD HOLDINGS SDN BHD
201401045178 (1121362-P)
(Hereinafter called the Participant)**

This Certificate is issued in consideration of the application of the Participant and the payment in advance of the contributions computed and payable as provided hereinafter.

The provisions and conditions on the subsequent pages hereof form part of this Certificate as fully as if recited at length over the signatures hereto affixed.

IN WITNESS WHEREOF, **ZURICH TAKAFUL MALAYSIA BERHAD** has caused this Certificate to be executed as of its Date of Issue.

A handwritten signature in black ink, appearing to be a stylized 'S' followed by a long horizontal stroke.

CHIEF EXECUTIVE OFFICER

PART 1 - DEFINITIONS

Unless otherwise required by the context, the following definitions shall mean:

- a) **ACTIVELY AT WORK** shall mean the Member is currently engaged in a fulltime occupation for regular salary or pay and is physically present during working hours. Absence due to normal holidays, study leave or training as distinct from sick leave shall also satisfy the requirement and has not been hospitalised for more than twenty-one (21) days during the last twelve (12) months prior to joining the scheme.
- b) **AGE** shall mean the age of Member at his last birthday.
- c) **BENEFICIARY** shall mean the beneficiary determined in the manner set out in this Certificate.
- d) **CERTIFICATE** shall mean this Group Term Takaful Certificate, the supplementary certificates hereto, any riders or Endorsements therein and any amendments thereto be signed by the Takaful Operator, the application attached hereto of the Participant or the Member and the Member's Certificate, if any, constituting the entire contract between the parties.
- e) **CONTRIBUTION** shall mean the contribution payable by the Participant or the Member, which after prescribed deduction of *Wakalah* Fees shall be allocated to Group Family Risk Investment Account (GFRIA) managed by the Takaful Operator according to the nature of risks.
- f) **CONTRIBUTION DUE DATE** shall mean the payment due dates of the Contribution in respect of the takaful coverage for each Member in accordance with Schedule A.
- g) **EFFECTIVE DATE** shall mean the date from which the Takaful plan under this Certificate becomes operative as specified in Schedule A.
- h) **ELIGIBLE MEMBERS** shall mean Members as defined in the Schedule A who, are entitled to elect to participate in the Takaful plan under this Certificate.
- i) **ENDORSEMENT** shall mean written evidence of an agreed change to this Certificate as may be issued by the Takaful Operator from time to time.
- j) **ENTRY AGE** shall mean the age of the Member at his last birthday at the point of application of this Takaful coverage.
- k) **FREE COVER LIMIT** shall mean the maximum Sum Covered which the Takaful Operator is able to accept without evidence of health of the Member as specified in the Schedule A.
- l) **FUNERAL EXPENSES BENEFIT** shall mean the benefit provided under this Certificate for the amount specified in Schedule A and the Member's Certificate to cover funeral expenses.
- m) **GROUP FAMILY RISK INVESTMENT ACCOUNT (GFRIA)** shall mean the Participants' holding account where the Tabarru' shall be credited. All benefits, as specified in this Certificate shall be payable from this fund. If the aggregate GFRIA is in deficit, Takaful Operator shall arrange for Qard. The Qard shall be repaid when the GFRIA returns to surplus position and before any surplus is distributed.
- n) **HIBAH** shall mean a nomination made by the Member for his nominee to receive the Takaful benefit as a gift.
- o) **ISSUING OFFICE or its HEAD OFFICE** shall mean the Takaful Operator's office at Level 23A, Mercu 3, No.3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia
- p) **MEMBER** shall mean Eligible Member(s) as defined in Schedule A who, in accordance with the provisions of Part II, are participating in the Takaful Plan under this Certificate.
- q) **MEMBER'S CERTIFICATE** shall mean the application form of the Member and the individual Takaful certificates issued by the Takaful Operator to the Member.
- r) **MEMBER'S EFFECTIVE DATE** shall mean the respective effective date of the Member's takaful coverage as specified in the Member's Certificate.
- s) **PARTICIPANT** shall mean the person/organization/company whose name and address are as specified in the **Schedule A** who is the owner of the Certificate.

- t) **PRE-EXISTING CONDITION** shall be limited to disabilities or illnesses which existed before the Member's Effective Date of cover or the date of reinstatement and for which the Member should have reasonably been aware of. A Member may be considered to have reasonable knowledge of a pre-existing condition where the condition is one (1) for which:-
- I. the Member had received or is receiving treatment;
 - II. medical advice, diagnosis, care or treatment has been recommended;
 - III. clear and distinct symptoms are or were evident; or
 - IV. its existence would have been apparent to a reasonable person in the circumstances.
- u) **QARD** shall mean a loan provided by Takaful Operator in the event of deficit in the Group Family Risk Investment Account (GFRIA).
- v) **TABARRU'** shall mean donation and in Takaful it shall take effect when the Member or the Participant, if finance by the Participant, contributes a sum amount of money to the GFRIA based on the donation contract.
- w) **TAKAFUL** shall mean a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Participant or the Member in case of need whereby the Participant or the Member mutually agree to contribute for that purpose.
- x) **TAKAFUL BENEFITS** shall mean the Takaful benefits for the Takaful plan as specified in Schedule A subject to the terms and conditions of this Certificate.
- y) **TAKAFUL OPERATOR** shall mean Zurich Takaful Malaysia Berhad.
- z) **TAX** shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.
- aa) **WAKALAH** shall mean a Shariah concept where an agent is appointed to undertake and manage transactions on another person's behalf. In this Takaful contract, it shall mean that the Takaful Operator is appointed as a manager to manage the Takaful business on behalf of the Participant by charging an agreed Wakalah Fee. In the event of Takaful Operator's misconduct (ta`addi), negligence (taqsir), or breach of specified terms (mukhalafah al-shurut), Takaful Operator shall be liable and shall compensate for loss or damage including any actual cost suffered by the Participant.
- bb) **WAKALAH FEE** shall mean the fee charged by Takaful Operator for managing the operations of the Takaful business. The Wakalah Fee will be determined as a percentage of the Contribution.
- cc) **WASI** shall mean a nomination made by the Member to appoint his nominee as an administrator to distribute the Takaful benefit in accordance with faraid laws upon his death.

Note:

- i) *A masculine personal pronoun as used herein includes the feminine, whichever the context requires.*
- ii) *Words importing the singular number include the plural number and vice versa.*

PART II - INDIVIDUAL PARTICIPATION, CONTRIBUTION AND TERMINATION

Section 1 – Participation

- a) The Members eligible for Takaful coverage under this Certificate are the Participant present and future full-time employees who are between **eighteen (18)** years and **sixty-nine (69)** as specified in Schedule A.
- b) The eligible Members must be a natural person.
- c) Present employees will be eligible for Takaful coverage at the Effective Date of this Certificate. Future employees will be eligible for Takaful coverage according to the date mentioned in the employee movement/additional listing provided by the Participant.
- d) Any employee who is not actively at work on the date he would otherwise become eligible for the Takaful coverage hereunder shall not be eligible until the date he returns to active service in good health.
- e) Members whose participation has been terminated and who re-apply for participation shall be considered as a new Member.
- f) In situation where a Personal Health Declaration or Medical Report is required by the Takaful Operator, the effective date shall be the date of last document received by the Takaful Operator, subject to underwriting assessment and approval by the Takaful Operator

Section 2 – Data Required

- a) The Participant shall maintain a record with respect to each Member under this Certificate, showing the Member's name, sex, age, date of birth, amount of Takaful, the date Takaful becomes effective, the date Takaful is to be terminated, any changes together with the dates noted of classification, of beneficiary designation and of other pertinent information as may be necessary to carry out the terms of this Certificate.
- b) The Participant shall furnish to the Takaful Operator a complete record containing all the details as hereinabove referred to in paragraph (a).
- c) Clerical error in keeping the records shall not invalidate Takaful otherwise validly in force nor continue Takaful otherwise validly terminated, but upon the discovery of such error, an equitable adjustment shall be made.
- d) The Participant shall furnish the Takaful Operator with all information and proofs which the Takaful Operator may reasonably require with regard to any matters pertaining to the Certificate. All documents furnished to the Participant by any Member in connection with the Takaful, and other records as may have a bearing on the Takaful under the Certificate, shall be opened for inspection by the Takaful Operator at all reasonable times.

Section 3 – Underwriting

- a) Amount of coverage in excess of the Free Cover Limit as stated in the Schedule A may be accepted subject to evidence of health of the Member satisfactory to the Takaful Operator.
- b) The Takaful Operator reserves the right to require evidence of health for any increase in amount of coverage which is in excess of the Free Cover Limit.
- c) In the event the findings of the medical examinations in respect of the eligible Member is not satisfactory to the Takaful Operator, the Takaful Operator may at its absolute discretion reject the application or impose any additional terms and conditions in such manner as the Takaful Operator deems fit.
- d) All expenses and cost incurred for the initial medical examination and/or test of any eligible Member required by the Takaful Operator shall be borne by the Takaful Operator. Any further expenses and cost incurred to review the medical and/or test at the request of any eligible Member shall be borne by the said eligible Member.

Section 4 - Contribution

a) Contribution Payment

Contributions are payable by the Participant Annually as specified in Schedule A in advance, either to the Takaful Operator or its Issuing Office or its Head Office. The first contribution shall be payable on the Effective Date of this Certificate and after that on the Effective Date of the next billing. The Takaful Operator reserves the right to charge an extra contribution in respect of any member who engages in hazardous activities or whose medical or physical condition is sub-standard.

b) Grace Period

A grace period of thirty-one (31) days following the Contribution Due Date shall be allowed to the Member for the payment of any contribution after the first payment. If any contribution is not paid before the expiration of the grace period this Certificate shall automatically terminate at the expiration of the period, except that if the Participant shall have given the Takaful Operator written notice in advance of an earlier date of termination, this Certificate shall terminate as of such earlier date. The Participant shall be liable to the Takaful Operator for the Contribution for the time the Certificate was in force during the grace period.

c) Default in Contribution Payment

Subject to Section 4(d) below, if any Contribution remains unpaid at the end of the grace period, the Member's Certificate shall lapse and the Member's takaful coverage shall be deemed terminated and not renewed.

d) Reinstatement of Certificate

Notwithstanding any provision herein, if any Contribution is in default beyond the grace period the Member's Certificate may be reinstated at the Takaful Operator's sole and absolute discretion after the Contribution Due Date subject to:

- I. an application by the Member for reinstatement;
- II. evidence of the takaful coverability of the Member subject to the satisfaction of the Takaful Operator; and
- III. payment of the full Contribution(s).

e) Deduction of Contribution

If this Certificate becomes a claim by death of the Member, any unpaid balance of the contributions due for the full Certificate year in which death occurs shall be deducted from the proceeds payable under the certificate.

f) Change of Contribution Rate

The Certificate is subject to yearly renewal. The Takaful Operator reserves the right to change the Contribution rates on any Certificate renewal date or when the risks being covered against under this Certificate have substantially increased, provided the Takaful Operator notifies the Participant and/or the Member of such change at least thirty-one (31) days before the Contribution becomes due.

Contribution adjustments, if any, shall be made effective as from the Contribution Due Dates only. Contribution adjustments involving return of unearned contributions to the Participant shall be limited to the period of twelve (12) months immediately preceding the date of receipt by the Takaful Operator of evidence that such adjustment should be made.

Section 5 – Termination of Member's Certificate

The Takaful hereunder of any Member shall automatically terminate on the earliest of the following dates or events:

- a) On the date of this Certificate is terminated in accordance with Section 9 of Part V – General Provisions.
- b) The date of the expiration of the period for which the last contribution payment is made on account of the Member's certificate.
- c) On the date of death of the Member.
- d) On the date when contribution payments is discontinued for the Member's certificate and the Takaful Operator have received notice from the Participant that such Member's certificate is to be terminated
- e) The date on which the Members enters full-time military, naval or air service.
- f) At the end of the Certificate period following the Member's attainment of seventy (70) years of age.
- g) On the date the Supplementary Total and Permanent Disability Benefit is approved for payment
- h) The date communicated to the Member by the Takaful Operator by virtue of war, act of war, where such date shall be at the discretion of the Takaful Operator.
- i) The date on which his membership in the class or classes of Member hereunder is terminated. Cessation of active by a Member (or cessation of membership in good standing in the case of associations) shall be deemed to constitute the termination of his membership, except that while a member is temporarily on part-time employment or is absent on account of sickness or injury, membership shall be deemed to continue until contribution payments for such Member's certificate are discontinued.
- j) The date on which active membership with the Member is terminated, except that the Participant may elect to consider Members temporarily laid-off given leave of absence or temporarily disabled, as remaining in active membership for purpose of this Takaful but not for a longer period than six (6) months from the date of termination of active membership.

PART III - BENEFITS PROVISIONS

Section 1 – Death Benefit

Immediately upon due proof of death of any Member, in a form satisfactory to the Takaful Operator, the amount of Takaful for which the Member was last covered under this Certificate shall be payable to the designated nominee in the manner herein provided and such payment shall fully discharge the Takaful Operator liability in respect of the benefit of the said Member payable under this Certificate.

Section 2 – Free Cover Limit

Amount of coverage in excess of the Free Cover Limit as stated in the Schedule A may be accepted subject to evidence of health of the Member satisfactory to the Takaful Operator.

In the absence of written acceptance by the Takaful Operator, the amount of coverage shall be limited to the Free Cover Limit and contribution charge shall be based on this amount.

The Takaful Operator reserves the right to require evidence of health for any increase in amount of coverage which is in excess of the Free Cover Limit.

The amount of coverage exceeds the Free Cover Limit shall be subjected to Section 11 of Part V – General Provisions.

Section 3 – Claims

a) **Claim Notice**

Written notice of claim together with supporting documents must be given to the Takaful Operator within ninety (90) days after the date of death of the Member. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and the notice was given as soon as was reasonably possible.

b) **Proof of Death**

In the event of death, an official certified Death Certificate or a true copy of Death Certificate must be provided with the Claim Form. Proof of death of a Member shall be furnished in writing to the Takaful Operator at its Issuing Office within ninety (90) days after the date of the death of the Member.

c) **Claim Forms**

The Takaful Operator shall furnish the claimant with the necessary claim forms for filing proof of Death or Total and Permanent Disability upon notification of a claim.

d) **Other Documentation**

The Takaful Operator may request for further documents in identifying the Member and the information regarding death of the Member wherever deemed appropriate.

Section 4 – Suicide

In the event of death of a Member from suicide, while sane or insane, within one (1) year from the Member's Effective Date, the Takaful Operator's total liability in respect of such Member's coverage shall be the sum equal to the net Contribution after deduction of the Wakalah Fees.

Section 5 – Risks Excluded

The Takaful coverage under this Certificate shall not cover death of any Member caused directly, or indirectly, wholly or partly, by:-

- a) Self-infliction or suicide attempt while sane or insane, wilful misuse of alcohol and/or the taking of drugs otherwise than under the direction of a registered medical practitioner;
- b) Pre-existing Conditions;
- c) if the illness is diagnosed within thirty (30) days from the Member's Effective Date or reinstatement date, whichever is later;
- d) War (whether war be declared or not), civil war, mutiny, strike, riot, civil, commotion, insurrection, rebellion, revolution or military or usurped power;
- e) Military or naval service in time of declared or undeclared war while under orders for warlike operations, or restoration of public order;
- f) Entering, operating, or servicing, ascending or descending from or with any aerial device or conveyance except as a fare paying passenger on a regularly scheduled passenger flight of a commercial aircraft;
- g) while engaged in hazardous pursuits such as mountaineering and racing (other than foot-racing) or while participating in skydiving, hot-air balloon, hand-gliding, bungee-jumping and private flying;
- h) termination of pregnancy.

Section 6 – Payment of the Benefit

The Takaful Operator is liable to the Member if the Member is the one paying the Contribution.

The Participant shall notify the Takaful Operator of any indebtedness due and owing by the Member to the Participant. The Takaful Operator shall deduct the amount due and owing to the Participant and pay the balance of the amount of benefit directly to the Member or any person entitled through the Member.

If the Participant is paying the contribution, then the payment of benefit will be made to the Participant.

PART IV - BENEFICIARY

Section 1 - Designation of Beneficiary

The Member shall be entitled to nominate the beneficiary to whom the Takaful Benefits under the Member's Certificate shall be payable in the event of death of the Member. The Participant shall be fully responsible and liable to pay the benefits received from the Takaful Operator to the designated beneficiary or beneficiaries of the Member.

In the absence of such nomination by the Member, the Takaful Operator will pay the Takaful Benefits to the lawful administrator/ executor or beneficiary of the estate of the Member under the relevant law.

Section 2 – Discharge of Liability

Payment of the benefits to the beneficiary in accordance with Section 1 above pursuant to the Islamic Financial Services Act 2013 and the relevant law shall release the Takaful Operator of all liabilities under this Certificate.

PART V - GENERAL PROVISIONS

Section 1 – The Certificate

- a) All statements made by the Participant, or by the Member shall, in the absence of fraud, be deemed representations and not warranties, and no statement shall avoid the Takaful coverage, or be used in defence of a claim under it, unless it is in writing. If the Certificate is obtained through fraudulent or misstatement whether misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.
- b) The rights of the Participant or of any Member or of any beneficiary under the Certificate shall not be affected by any provision other than those contained in this Certificate or in any other document which constitute part of the entire contract.
- c) No agents or any other parties are authorized to alter or amend this Certificate, to accept Contributions in arrears, to waive any notice or proof of claim required by this Certificate, or to extend the date before which any such notice or proof must be submitted. No change in this Certificate shall be valid unless approved by the Takaful Operator and evidenced by Endorsement hereon, or by amendment hereto signed by the Participant and by the Takaful Operator.
- d) All Contributions and fees payable under this Certificate may be subject to Tax. If Tax is imposed, it will be stated in the invoice and Takaful Operator reserves the right to claim or collect the Tax from the Participant in addition to the Contributions and/or fees payable under this Certificate.

Section 2 – Group Family Risk Investment Account (GFRIA)

The Participant and Members hereby agree that the Tabarru' shall be allocated into the Group Family Risk Investment Account (GFRIA) which will be used to pay the Takaful Benefits covered under this Certificate. A Tabarru' is a donation and in Takaful it shall take effect when the Member or the Participant, if finance by the Participant, contributes a sum amount of money to the GFRIA based on the donation contract. The Participant and Members also agree to allow Takaful Operator to deduct a Wakalah Fee upfront.

The Takaful Operator will manage and invest the Tabarru' fund (GFRIA) in accordance with Shariah principles approved by Takaful Operator's Shariah Committee. At the end of financial year, if there is a net surplus in GFRIA, fifty percent (50%) of the surplus shall be paid to the Takaful Operator based on the contract of Ju'alah, and the remaining fifty percent (50%) of the surplus will be shared amongst the Members as a Hibah from the GFRIA, provided that the Member has not incurred any claims and/or have not received any benefits payable under each type of cover in this Certificate whilst it is in force and further provided that the Member's share of surplus will be payable only upon the expiry of the Member's Takaful coverage at the end of its original term as per the terms of the Member's Certificate.

All benefits payable from GFRIA are guaranteed. If there is insufficient balance in the GFRIA to pay for the Takaful Benefits, the Takaful Operator will make good the balance in the GFRIA under the principle of Qard (loan) provided that the insufficiency is not due to the negligence of the Takaful Operator. If the insufficiency of the GFRIA is due to the negligence of the Takaful Operator, the Takaful Operator will make an outright transfer for the insufficiency of the fund. Future surplus shall be used to pay outstanding Qard in GFRIA (if any) to Takaful Operator.

The Participant and Members hereby agree that the net surplus shall be paid by the Takaful Operator to the Participant, and the Participant shall be fully responsible and liable for distribution of the net surplus to the respective Members.

Section 3 – Member's Certificate

- a) The Takaful Operator will issue to the Participant, for delivery to each Member, the Member's Certificate certifying the Member has become covered under this Certificate upon acceptance of payment of the Contribution or approval of application whichever is later.
- b) The Participant and the Member shall furnish the Takaful Operator with all information and proofs which the Takaful Operator may reasonably require with regard to any matters pertaining to the Member's Certificate. All documents furnished to the Participant by any Member in connection with the Member's Takaful coverage, and such other records as may have a bearing

on the Member's Takaful coverage under this Certificate, shall be opened for inspection by the Takaful Operator at all reasonable times.

Section 4 – Misstatement of Age

- a) If the age or date of birth or other relevant facts relating to a Member shall be found to have been misstated, the Takaful Operator shall not avoid the Member's Certificate or refuse a claim under this Certificate by reason of misstatement of age.
- b) In the event of misstatement of age, the Takaful Operator may do one of the followings to reflect true age of the Member:-
 - I. Vary the amount of coverage or surplus or profits
 - II. Vary the amount of contribution
 - III. Change the period of cover of the Member

Section 5 – Misrepresentation and Incontestability

In stage of application, the Takaful Operator may request the Member to answer any specific questions that are relevant to the decision of the Takaful Operator whether the risk is acceptable or the rates and terms to be applied on.

It is the Member's duty to take reasonable care not to make a misrepresentation when answering any questions or confirming or attending any matter when renewing the Certificate.

If the Certificate has been in forced for more than 2 years from the Effective Date of this Certificate or re-instated, the Takaful Operator cannot contest this Certificate on the grounds of misrepresentation, non-disclosure, inaccuracy or being misleading in respect of any statement made in material fact, unless the Takaful Operator can prove fraud against the Participant or the Member.

If there is any refund of Contribution it will be made payable either to the Member or the Participant, depends on who made the contribution payment.

Section 6 – Applicable Law

This Certificate, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the courts of Malaysia.

Section 7 - Legal Proceedings

No action in law or in equity shall be brought to recover on this Certificate prior to the expiration of sixty days (60) after proof of claim has been in filed in accordance with the requirements of this Certificate, nor shall such action be brought at all unless brought within two (2) years from the expiration of time within which proof of claim is required by this Certificate.

Section 8 - Evidence of Age

The Takaful Operator reserves the right at any time to require the age of any Member under this Certificate be proved to its satisfaction before any Takaful benefit in respect of the Member is paid under this Certificate.

Subject to Section 4 of Part V of this Certificate, if after commencement of the Takaful coverage of any Member, his date of birth proves to have been incorrectly notified, the Takaful Operator shall notify the Participant of the adjustments to be made under the Certificate in respect of such incorrect notification. Appropriate adjustment in respect of the contributions and/or Takaful coverage benefit shall be made accordingly.

Section 9 – Termination of this Certificate

This Certificate shall commence on the Effective Date and shall continue unless terminated in accordance with the provisions herein.

- a) Termination of this Certificate by the Takaful Operator
The Takaful Operator reserves the right to terminate this Certificate by giving 31 days prior notice in writing to the Participant.
- b) Termination of this Certificate by the Participant/Member
This Certificate may be terminated by the Participant at any time by giving 15 days prior notice in writing to the Takaful Operator.

The Takaful Operator shall cease to approve any new application for Member's Takaful coverage under this Takaful plan and/or issue any new Member's Certificate upon 31 days of the notice of termination of this Certificate (save and except for applications approved prior to such notice of termination).

Notwithstanding the foregoing, the terms and conditions of this Certificate shall continue to be valid, effective and binding in respect of all subsisting Member's Certificate following such notice of termination and this Certificate shall only effectively terminate and cease to be effective upon the expiry and/or termination of all the Member's Certificate issued under this Certificate.

Termination of this Certificate shall be without prejudice to any claim arising prior to such termination. The payment or acceptance of any Contribution hereunder subsequent to any notice of termination of this Certificate shall not create any liability but the Takaful Operator shall refund any such Contribution.

c) **Termination of this Certificate by the Member**

This Certificate may be terminated by the Member at any time by giving 15 days prior notice in writing to the Takaful Operator. The Takaful Operator can act on the request after informing the Participant of such request.

This Wakalah contract shall dissolve upon termination. However, Takaful Operator is entitled to the Wakalah fee for the services rendered.

Section 10 – No Assignment

The coverage provided in this Certificate and the benefits payable are not assignable.

Section 11 – Pre-existing Conditions

Any Member with Pre-existing Conditions will not be covered under this Group Term Plan for any claims arising from those Pre-existing Conditions.

Section 12 – Free Look Period

If this Certificate shall have been issued and for any reason whatsoever the Participant or the Member shall decide not to take up the Certificate, the Participant or the Member may return the Certificate to the Takaful Operator for cancellation provided such request for cancellation is delivered by the Participant or the Member to the Takaful Operator within fifteen (15) days from the date of delivery to him his Certificate.

The Participant or the Member is entitled to the return of the full contribution paid less deduction of medical expenses incurred by the Takaful Operator in the issue of the Certificate. Upon refund of the Contribution, the liability of the Takaful Operator under the cover for the Member shall cease.

Section 13 – Alteration

This Certificate may be at any time be amended and changed by written agreement between the Takaful Operator and the Participant. Any amendments to this Certificate shall be binding on all Member(s) whether covered under this Certificate prior to or on or after the effective date of the amendment.

Section 14 – Dispute Resolution

In the event of any dispute, the Participant and/or the Member may contact: -

- i) **Ombudsman for Financial Services (Formerly known as Financial Mediation Bureau)**
Level 14, Main Block Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: 03-22722811 Fax: 03-22721577
www ofs org my

- ii) **Laman Informasi Nasihat dan Khidmat (BNMLINK)**
Ground Floor, D Block,
Jalan Dato' Onn 50480 Kuala Lumpur.
Tel: 03-26988044
E-mail: bnmtelelink@bnm.gov.my

- iii) **Zurich Takaful Malaysia Berhad**
Registration No. 200601012246 (731996-H)
Level 23A, Mercu 3,
No.3, Jalan Bangsar, KL Eco City,
59200 Kuala Lumpur, Malaysia
Tel: 03-2109 6000 Fax: 03-2109 6888
E-mail: callcentre@zurich.com.my

IMPORTANT NOTICE

The Ombudsman for Financial Services and BNMLINK provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO OMBUDSMAN FOR FINANCIAL SERVICES

Any Member who is not satisfied with the decision of the senior management of a Takaful Operator, may write to the “Mediator, Insurance Division of Ombudsman for Financial Services”, giving details of the dispute, the name of the Takaful Operator and the Certificate number.

Copies of the correspondence between the Member and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

If the Mediator makes an award against a Takaful Operator, the Member is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Operator can be informed of the Member decision.

There is no appeal procedure within the Ombudsman for Financial Services. If the Member does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Operator or refer it to Arbitration.

The Ombudsman for Financial Services is not responsible for handling payment following the decision of the Mediator. The Takaful Operator when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by Ombudsman for Financial Services

The contact address is as follows:

Ombudsman for Financial Services
(Formerly known as Financial Mediation Bureau)
 Level 14, Main Block Menara Takaful Malaysia,
 No. 4, Jalan Sultan Sulaiman,
 50000 Kuala Lumpur
 Tel: 03-22722811 Fax: 03-22721577
www ofs org my

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Member or claimant who is not satisfied with the conduct of the Takaful Operator may write to BNMLINK, giving details of the complaint, the name of Takaful Operator and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Member or the Claimant and the Takaful Operator also be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Laman Informasi Nasihat dan Khidmat (BNMLINK)
 Ground Floor, D Block,
 Jalan Dato’ Onn 50480 Kuala Lumpur.
 Tel: 03-26988044
 E-mail: bnmtelelink@bnm.gov.my

SCHEDULE A

Attaching to and forming a part of the Group Term Takaful (GTT) Certificate No. **2280165**

Name/Address of Participant	: SHIELDCARD HOLDINGS SDN BHD (201401045178 (1121362-P)) A-15-1, BLOCK A, JAYA ONE, 72A, JALAN PROF.DIRAJA UNGKU AZIZ, 46200 PETALING JAYA SELANGOR.
Effective Date	: 15 th March 2022
Members	: All members of SHIELDCARD HOLDINGS SDN BHD shall be aged seventeen (17) to fifty-four (54) years old.
Free Cover Limit	: RM 20,000.00
Pre-Existing Illness/Conditions	: Claims arising from any pre-existing illness/conditions are excluded.
Basic Sum Covered	: a) Death (due to All Causes) - RM 20,000.00 b) Total Permanent Disability (due to All Causes) – RM 20,000.00
Benefits Coverage	: a) Death (due to All Causes) b) Total Permanent Disability (due to All Causes)
Contribution Rate for First Certificate Year	: a) Death (due to All Causes) - RM 3.60 per thousand per annum b) Total Permanent Disability (due to All Causes) – RM 0.45 per thousand per annum
Wakalah Fee	: 10% of Contribution
Frequency of Payment	: Annual Contribution
First Certificate Year	: 15 th March 2022 to 14 th March 2023
Span of Subsequent Certificate Year(s)	: 15 th March to 14 th March of each Certificate Year
Contribution Due Dates	: 15 th March of each Certificate Year
Currency Basis	: Ringgit Malaysia.

Country of Issue	:	Malaysia
Date of Issue	:	10 th March 2022.
Issuing Office	:	Zurich Takaful Malaysia Berhad Level 23A, Mercu 3, No.3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia



Zurich Takaful Malaysia Berhad

Registration No. 200601012246 (731996-H)
Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia
Tel: 03-2109 6000 Fax: 03-2109 6888 Call Centre: 1-300-888-622

SUPPLEMENTARY CERTIFICATE

Attaching to

CERTIFICATE NO. : 2280165
CERTIFICATE HOLDER : SHIELD CARD HOLDINGS SDN BHD

TOTAL AND PERMANENT DISABILITY BENEFIT

EFFECTIVE DATE : 15th March 2022
MEMBER : As per Schedule A
SUM COVERED : As per Schedule A
CURRENCY BASIS : Ringgit Malaysia
COUNTRY OF ISSUE : Malaysia
DATE OF ISSUE : 10th March 2022
ISSUING OFFICE : Kuala Lumpur

A handwritten signature in black ink, appearing to be 'K. S.', written over a horizontal line.

CHIEF EXECUTIVE OFFICER

This Supplementary Contract is issued in conjunction with and form part of the Group Takaful Certificate to which it is attached.

PART I – DEFINITIONS

In addition to the Definitions used in the Basic Group Term Takaful (GTT) Certificate, the following definitions are used for the purpose of this Supplementary Certificate.

"Total and Permanent Disability" shall mean the complete inability of a Participant to engage in any gainful occupation or employment for compensation, profit or gain for the remainder of his lifetime as a result of accidental bodily injury, sickness or disease. The total and irrecoverable loss of sight of both eyes, or the total and irrecoverable loss of sight of one eye and loss by severance of one limb at or above wrist or ankle will be considered as total and permanent disability.

The Total and Permanent Disability as defined above must last for not less than six (6) months in duration.

The word **"Disability"** whenever it hereafter appears means Total and Permanent Disability as defined above and limited.

PART II - BENEFITS PROVISIONS

Section 1 – Total and Permanent Disability Benefit

Subject to the provisions, conditions and limitations of this Supplementary Certificate, in the event an Participant suffers Total and Permanent Disability while covered under this Supplementary Certificate and prior to the end of the Certificate Year during which the Participant attains age sixty-five (65), the Takaful Operator, in full settlement of all obligations under this Certificate to such Participant, will pay in one (1) lump sum the sum covered to the Participant immediately upon receipt of due proof of Total and Permanent Disability, but not earlier than twelve (12) months from the date of commencement of such disability.

Section 2 - Proof of Continuance of Disability

The Takaful Operator shall have the right to require the Participant to allow himself to be examined in respect of any alleged total and permanent disability by two (2) medical advisors nominated by the Takaful Operator. Such total and permanent disability must first be confirmed by the Takaful Operator's nominated medical advisors before the benefit under this provision can be paid out. Failure to furnish such proof within ninety (90) days of the date of request therefore shall immediately terminate in respect of the Participant all benefits hereunder.

Section 3 – Exclusions

The Takaful under this Certificate shall not cover any loss or disability caused directly, or indirectly, wholly or partly, by

- (a) self-infliction or any attempt thereat while sane or insane;
- (b) war, declared or undeclared, civil war, revolution, or any warlike operation;
- (c) military or naval service in time of declared or undeclared war or while under orders for warlike operations, or restoration of public order;
- (d) entering , operating or servicing , ascending or descending from or with any aerial device or conveyance except as a fare paying passenger on a regularly scheduled passenger flight of a commercial aircraft.
- (e) disability of undisclosed pre-existing conditions for which the Participant received medical treatment, diagnosis, consultation or prescribed drugs prior to the effective date of coverage.
- (f) participating in hazardous and dangerous sport or competition such as hunting, mountaineering, aviation (except as a fare-paying passenger on a recognized airline) naval or racing (other than foot-racing) of any kind.

PART III – GENERAL PROVISIONS

Section 1 - Termination

The Takaful of any Participant shall automatically cease on the earliest of the following:

- i) the date of termination of the Participant's cover under the Basic Group Term Takaful Certificate;
- ii) the end of the Certificate Year during which the Participant attains the age of sixty-five (65);
- iii) on full payment of claim under this Supplementary Contract;
- iv) at the next Contribution Due Date following written notice of cancellation of this Supplementary Certificate by the Participant.

Section 2 - Renewal

This Supplementary Certificate is issued for a term of one (1) year and at the end of each Certificate Year may be renewed by the Participant subject to the consent of the Takaful Operator for another Certificate Year at the contribution rate in force at the time of renewal.

Section 3 – Terms and Conditions of the Certificate

All other terms, conditions and provisions of the Basic Group Term Takaful (GTT) Certificate to which this Supplementary Certificate is attached shall apply to and be incorporated into this Supplementary Certificate insofar as they are not inconsistent with this Supplementary Certificate.



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ENDORSEMENT 1/2022

To be attached to and made a part of Group Term Takaful Master Certificate No: 2280165 dated 10th March 2022 issued to **SHIELD CARD HOLDINGS SDN BHD.**

Notwithstanding anything to the contrary contained in the **Master Certificate**, it is hereby stipulated and agreed and shall be endorsed to read as follows with effect from 15th March 2022:

Part II - Individual Participation, contribution, and Termination.

Section 1 – Participation

- a) The Members eligible for Takaful coverage under this Certificate are the Participant's present and future full-time members who are between seventeen (17) years and fifty-four (54) as specified in Schedule A.
- c) Present members will be eligible for Takaful coverage at the Effective Date of this Certificate. Future members will be eligible for Takaful coverage according to the date mentioned in the members movement/additional listing provided by the Participant.
- d) Any members who are not actively at memberships on the date he would otherwise become eligible for the Takaful coverage hereunder shall not be eligible until the date he returns to active service in good health.

Section 5 – Termination of Member's Certificate

- i) The date on which his membership in the class or classes of Member hereunder is terminated. Cessation of active by a Member (or cessation of membership in good standing in the case of associations) shall be deemed to constitute the termination of his membership, except that while a member is temporarily on part-time membership or is absent on account of sickness or injury, membership shall be deemed to continue until contribution payments for such Member's certificate are discontinued.
- j) The date on which active membership with the Member is terminated, except that the Participant may elect to consider Members temporarily laid-off given leave of absence or temporarily disabled, as remaining in active membership for purpose of this Takaful but not for a longer period than six (6) months from the date of termination of active membership.

This policy shall exclude:

- If the claim arises because the person covered wilfully participated in an unlawful act, or unlawful failure to act.
- If the claim is a result of pandemic or epidemic.

All other terms and conditions shall remain unchanged.

Dated at Kuala Lumpur this 10th March 2022.

ZURICH TAKAFUL MALAYSIA BERHAD
LIFE NEW BUSINESS

This is a computer generate document and no signature is required. This document shall not be invalidated on grounds that it was not signed)