

## EZI TERM PRINCIPAL CERTIFICATE

FORM NO:

**THIS PRINCIPAL CERTIFICATE** is issued and valid only if the above Form Number is stated on the Certificate Information Page. We have issued it in consideration of the Contributions applicable to this Principal Certificate.

We will provide the following benefits upon death of the Person Covered, as defined below, subject to the provisions of this Principal Certificate, General Provisions, Contribution Provisions and Ownership Provisions.

### BENEFITS

#### DEATH BENEFIT (ALL CAUSES)

Upon death of the Person Covered while this Principal Certificate is in force, We will pay the Death Benefit which is equivalent to the amount of Sum Covered as shown in the Certificate Information Page.

Written notice of claim and proof of death must be given to Us as soon as practicable. This Certificate will terminate after We have paid the Death Benefit.

#### MATURITY BENEFIT

In the event of maturity, this Certificate will not provide any benefit from Participant Risk Investment Account (PRIA).

### PRINCIPAL PROVISIONS

#### SUICIDE

This Principal Certificate shall not cover any death from suicide within one (1) year from this Principal Certificate Commencement Date or Reinstatement Date, whichever is later, whether the Person Covered is sane or insane.

#### FILING PROOF OF CLAIM

Proof of claim must be submitted to Us within ninety (90) days after the death of Person Covered.

#### TERMINATION

This Principal Certificate will automatically terminate:

- a. If the Principal Certificate is surrendered, matured or terminated; or
- b. On full payment of claim under this Principal Certificate; or
- c. On full payment of claim under the Supplementary Certificate which form part of the Principal Certificate; or
- d. If any Contribution on this Certificate remains outstanding at the end of Contribution Grace Period; or
- e. After one hundred and eighty (180) days from the lapsation date.

Termination of this Principal Certificate will have no effect to any claim arising prior to such termination.

This Wakalah contract shall dissolve upon termination. However, We are entitled to the Wakalah fee for the services rendered.

#### RISK EXCLUDED

This Certificate shall not cover any death due to Acquired Immuno-Deficiency Syndrome (AIDS) or infection by any Human Immunodeficiency Virus (HIV).

# IMPROVED TOTAL AND PERMANENT DISABILITY BENEFIT SUPPLEMENTARY CERTIFICATE

FORM NO:

**THIS SUPPLEMENTARY CERTIFICATE** is issued in addition to the Principal Certificate and forms part of the Principal Certificate. It is valid only if the above Form Number is stated on the Certificate Information Page or added by Endorsement. We have issued it in consideration of the Contribution applicable to this Supplementary Certificate.

We will provide the following benefits if the Person Covered sustains Total and Permanent Disability, as defined in this Supplementary Certificate, subject to the provisions of this Supplementary Certificate, General Provisions, Contribution Provisions, Ownership Provisions and Fund Provisions.

## BENEFITS

### 1. TOTAL AND PERMANENT DISABILITY (ALL CAUSES)

- a. Payment of the amount of this Supplementary Certificate (inclusive of all other Improved Total and Permanent Disability (ITPD) Supplementary Certificates issued by Us on the same Person Covered, if any) is limited to the benefit amount stated in the Certificate Information Page or Ringgit Malaysia One Million (RM1,000,000) whichever is lower.

However;

The limit for a juvenile/student is subject to the insurance/takaful coverage on the life of the parent and shall not exceed the sum covered of the parent subject to:

- i. Maximum amount allowed for juvenile/student is up to sum covered of either parent or RM 500,000 (whichever is higher) but subject to a maximum of RM 1,000,000.
- ii. All siblings must be covered with same amount.

The limit for a housewife is subject to the insurance/takaful coverage on the life of the spouse and shall not exceed the sum covered of the spouse subject to:

- i. Maximum amount allowed for housewife is up to sum covered of the spouse or RM 500,000 (whichever is higher) but subject to a maximum of RM 1,000,000.

- b. The balance of the amount, if any, of this Supplementary Certificate (and all other ITPD Supplementary Certificates on the same Person Covered) will be paid in nine equal annual payments on the following Certificate Anniversaries and shall not exceed ten payments. Subsequent payments made under this clause, shall only be payable during the continuance of the Disability, as defined below.

The Principal Certificate benefit amount will be reduced by the payment(s) made under this Supplementary Certificate.

If during Disability, where payments are made under clause (b) above:

- a. Upon death of the Person Covered, We will pay the balance of Principal Certificate, if any;
- b. The Principal Certificate matures or expires, and the Person Covered is still alive then, We will pay the balance of the amount of this Supplementary Certificate, if any, and the balance of any maturity benefit on the Principal Certificate, where applicable, subject to the terms and provisions of the Principal Certificate.

## DEFINITIONS

### TOTAL AND PERMANENT DISABILITY

For the purpose of payment of claim under this Supplementary Certificate, the definitions of 'Total and Permanent Disability' are as follows:

- a. Disability such that there is neither at the time disability commences nor at any time thereafter, any work, occupation, or profession that the Person Covered can ever be capable of doing or following to earn or obtain any wages, compensation or profit;

or

- b. The occurrence of any of the following:
  - i. Total and irrecoverable loss of the sight of both eyes;
  - ii. Loss by severance of two (2) limbs at or above wrist or ankle; or
  - iii. Total and irrecoverable loss of the sight of one eye and loss by severance of one limb at or above wrist or ankle.

However, if the Person Covered at the time of disablement is not gainfully employed or a housewife, the definitions of 'Total and Permanent Disability' are as follows:

- a. Clause (b) of the above;

or

- b. The Person Covered is inability to perform at least three (3) of the Activities of Daily Living as defined.
  - i. Transfer – Getting in and out of a chair without requiring physical assistance;
  - ii. Mobility – The ability to move from room to room without requiring any physical assistance;
  - iii. Continence – The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
  - iv. Dressing – Putting on and taking off all necessary items of clothing without requiring assistance of another person;
  - v. Bathing/Washing – The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means;
  - vi. Eating – All tasks of getting food into the body once it has been prepared.

The Disability as defined above must last for not less than six (6) months in duration and if it is thereafter admitted as Total and Permanent Disability for the purpose of this Supplementary Certificate, Our liability will accrue as from the date of commencement of the Disability.

**SUPPLEMENTARY CERTIFICATE** shall mean this Total and Permanent Disability Benefit Supplementary Certificate.

## SUPPLEMENTARY PROVISIONS

### NOTICE OF CLAIM

Written notice of claim must be given to Us within six (6) months after the date of commencement of such Disability. Failure to give notice within such time shall not invalidate any claim if it was shown not been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

### FILING PROOF OF DISABILITY

Proof of Disability must be furnished to Us during the lifetime of the Person Covered.

### PROOF OF CONTINUANCE OF DISABILITY

Though proof of Disability may have been accepted as satisfactory by Us, We may request the Person Covered to allow physicians appointed by Us to examine the Person Covered at reasonable intervals by for proof of continuance of the Disability.

If the Person Covered fails to furnish such proof, or if he/she becomes able to perform any work or engage in any occupation or profession to earn or to obtain any wages, compensation or profit, or if the Person Covered is able to perform any of the Activities of the Daily Living, Advance Payment(s) shall cease. All Tabarru' falling due after any of these events shall be payable according to the terms of the Principal Certificate, based on the amount of Takaful reduced by the Advance Payment(s) made, where applicable.

### TERMINATION

This Supplementary Certificate will automatically terminate:

- a. If the Principal Certificate is surrendered, matured or terminated; or
- b. On the anniversary of the Certificate immediately following the sixty-fifth (65<sup>th</sup>) birthday of the Person Covered; or
- c. On full payment of claim under this Supplementary Certificate; or
- d. On full payment of claim under the Principal Certificate where this Supplementary Certificate is attached.

Termination of this Supplementary Certificate will have no effect to any claim arising prior to such termination.

### RESTRICTIONS

- a. If at the issue of this Supplementary Certificate the age of the Person Covered is fifty-one (51) years and above, this Supplementary Certificate shall be void and of no value;
- b. No change in the plan of the Principal Certificate or in the mode of Contribution may be made during the continuance of Disability;
- c. If a claim paid on this Supplementary Certificate, all other Supplementary Certificate(s) not made part of the Principal Certificate shall automatically be terminated;

### RISKS EXCLUDED

This Supplementary Certificate shall not cover any disability caused directly or indirectly, wholly or partly, by and of the following occurrences:

- a. War (whether war be declared or not) or warlike operations, invasion, act of foreign enemies, hostilities, civil war, mutiny, civil commotion assuming the military uprising, insurrection, rebellion, military or usurped power or any act of the Person Covered acting on behalf of or in connection with any organisation actively directed towards the overthrow by force of any government or to the influencing of it by terrorism or violence;
- b. Nuclear weapons material, ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission;
- c. Any breach of law by the Person Covered or any assault provoked by him;
- d. Misuse of drugs or alcohol;
- e. Aviation, gliding or any other form of aerial flight other than as a pilot, cabin crew or fare paying passenger of a recognised airline or charter service;
- f. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- g. Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- h. Military or naval service in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
- i. Acquired Immunodeficiency Syndrome (AIDS), infection by Human Immunodeficiency Virus (HIV) or related conditions;
- j. Entering, operating or servicing, riding in or on, 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 scheduled passenger trip over its established passenger route.

## DEFINITIONS

FORM NO:

**ACCIDENT** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place, which shall, independently of any other cause, be the sole cause of bodily Injury.

**AGE** shall mean the age of Person Covered at his last birthday determined from the Commencement Date.

**ATTAINED AGE** shall mean the Age of Person Covered plus the number of Certificate Years from Commencement Date.

**BILLING DATE** shall mean the date where a periodic billing notification will be initiated. The first Billing Date is stated in **Your** Certificate Information Page.

**COMMENCEMENT DATE** shall mean the date where the benefits covered under this Certificate commence.

**CONTRIBUTION** shall mean the Contribution to be made by the Participant.

**CERTIFICATE YEAR** shall mean the one (1) year period from the Commencement Date of Certificate, or the one (1) year period following the Renewal or Renewed Certificate.

**FACE AMOUNT** shall mean the principal amount that is payable when a covered event occurs.

**HIBAH** applicable by **Us** is Conditional Hibah, in which it shall mean the arrangement in which the Participant made a Hibah proposal during entering the Takaful contract by giving a nomination of the Takaful benefit to the intended party or person in the event of pre-agreed event occurrence.

**MATURITY** shall mean the date when the coverage for the Participant is expired or matured.

**PARTICIPANT** shall mean a person or an organization described in the Certificate Information Page who is the owner of the Certificate.

**PARTICIPANT RISK INVESTMENT ACCOUNT (PRIA)** 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 PRIA is in deficit, We shall arrange for Qard. The Qard shall be repaid when the PRIA returns to surplus position and before any surplus is distributed.

**PERSON COVERED** shall mean a person described in the Certificate Information Page to whom the owner of the Certificate has effect the coverage subject to a valid relationship between the two parties under the Islamic Financial Services Act 2013 and the Governing Law.

**QARD** shall mean a loan provided by **Us** in the event of deficit in the Participant's Risk Investment Account (PRIA).

**REINSTATEMENT DATE** shall mean the date **Your** application for reinstatement is approved by **Us**.

**TABARRU'** shall mean donation and in Takaful it shall take effect when a Participant contributes a sum amount of money to the PRIA based on the donation contract.

**TAKAFUL** shall mean an arrangement based on mutual assistance under which Takaful Participants agree to contribute to a common fund providing for mutual financial benefits payable to the Takaful Participants or their beneficiaries on the occurrence of pre-agreed events.

**WAKALAH FEE** shall mean the fee charged by **Us** as the Takaful Operator for managing the operations of the Takaful business.

**WAKALAH** shall mean a Shariah concept where an agent is appointed to undertake transactions on another person's behalf. In this Takaful contract, it shall mean that We, Zurich Takaful Malaysia Berhad are appointed as a manager to manage the Takaful business on behalf of the Participant by charging an agreed Wakalah Fee. In the event of Our misconduct (ta'addi), negligence (taqsir), or breach of specified terms (mukhalafah al-shurut), We shall be liable and shall compensate for loss or damage including any actual cost suffered by the participant.

**WE, US and OUR** shall mean Zurich Takaful Malaysia Berhad.

**YOU and YOUR** shall mean the Owner of this Certificate.

*In this Certificate where consistent with the contents, the singular shall include the plural and the plural shall include the singular, words importing the masculine gender shall include the feminine gender, unless otherwise required by the context.*

*The English version shall prevail in the event of any dispute or ambiguity arising out of the translation to Bahasa Malaysia, if any.*

# GENERAL PROVISIONS

FORM NO:

## THE CERTIFICATE

This Certificate is issued in consideration of the Contribution made as specified in the Certificate Information Page and pursuant to:

- a) the answers provided by You and/or the Person Covered in Your application/proposal form or any subsequent questionnaires provided by Us on any matters relating to Your proposal and any disclosures made by You between the time of submission of Your application/ proposal and the time this Certificate is entered into; and
  - b) medical reports and any other reports and questionnaires
- (collectively referred to as 'the material information').

And such material information shall form part of this Certificate of Takaful between You and Us. 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.

If You are required by Us, before the Certificate is renewed or varied, to answer any questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Certificate, it is Your duty to take reasonable care not to make any misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information provided to Us in Your answers or in respect of any matter previously disclosed to Us in relation to the Certificate if such changes had taken place after You have submitted the application for renewal/variation but before the Certificate is renewed or varied.

## CONDITION PRECEDENT TO LIABILITY

Our liability is subject to You observing, fulfilling and complying to the terms and conditions of this Certificate.

## FRAUD AND MISSTATEMENT

If this Certificate, or any renewal 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.

## FREE-LOOK PERIOD

If You are not fully satisfied with this Certificate, You may cancel it by notifying Us in writing within fifteen (15) days from the date of delivery of this Certificate. We will return to You the full Contribution made less deduction of medical expenses incurred by Us for the issuance of this Certificate.

## CERTIFICATE YEARS AND ANNIVERSARIES

Certificate years and anniversaries will be determined from the Certificate Commencement Date shown on the Certificate Information Page or Endorsement.

## PERIOD OF COVER AND RENEWAL

The Certificate effective date is the Commencement Date as stated in the Certificate Information Page. The Certificate Anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Certificate is guaranteed renewable at the Contribution rates in effect at that time as notified by Us.

The renewal Contributions are not guaranteed and We reserve the right to revise the Contribution rates at the time of renewal by giving three (3) months written notice prior to Certificate anniversary date with accompanying notification letter detailing the reason of change to the Participant. The revised Contribution rates shall be applicable to all Participants irrespective of their claim experience according to Our risk assessment. However, this Certificate is non-cancellable by Us until the occurrence of any of the following:

- a. Contribution not made on time;
- b. Fraud or misrepresentation of material fact during application;
- c. The Certificate is cancelled at Your request; or
- d. The Person Covered attains the coverage age limit specified.

## MODIFICATION

All statements made by You in the Application Form or similar to it cannot be waived or modified except by an endorsement to the Certificate and to be agreed and signed by Our authorized personnel. Communication from You to Us must be in writing.

## ALTERATIONS

The provisions of this Certificate cannot be waived or altered by Us except by a notification letter detailing the reason of change and an Endorsement to the Certificate and signed by Our authorized personnel with three (3) months prior written notice. Such amendment will be applicable from next renewal of this Certificate.

## **AGE AND GENDER**

This Certificate is issued based on the age at last birthday shown on the Certificate Information Page. If the age or gender is proven incorrectly stated or documented, the amount payable and every benefit accruing will be revised accordingly. If at the correct age the Person Covered or Participant has not fulfilled to be eligible for this Certificate, no benefit shall be payable.

## **PROOF OF AGE**

We may call for proof of age at any time. If the age has not been supported by copy of identification card, proof of age is required before the payment of benefits under this Certificate.

## **CHANGE IN RISK**

You shall give immediate notice in writing to Us of any material change to Person Covered's occupation, business, duties, healthy lifestyle or pursuits of which the Person Covered may need to make additional Contribution that We may require.

## **REINSTATEMENT**

If this Certificate has been lapsed due to outstanding Contributions after the expiration of the Contribution Grace period, it may be reinstated within one hundred and eighty (180) days from the lapsation date subject to:

- a. A written application for reinstatement;
- b. Submission declaration of health satisfactory to Us;
- c. All overdue Contributions from lapsation date are made plus reinstatement fee as stated in ATTACHMENT 1.

We will only be liable for claim event occurring after the reinstatement subject to the provisions of the Certificate.

## **CANCELLATION**

This Certificate may be cancelled by You at any time by giving a written notice to Us. However, there will be no return of Contribution on Certificate cancellation. Coverage of this Certificate shall continue until the next Contribution due date.

## **NOTICE OF CLAIM**

In the event of death, the notice must be given immediately to Us. Notice given by or on behalf of the Person Covered is considered given to Us if it is given with particulars sufficient to identify the Person Covered.

## **PROOF OF CLAIM**

We will provide the forms within fifteen (15) days for filing proof of claim upon receiving such notice from the Claimant. Failing by Us to act accordingly, the notification will be considered to have complied with the requirement of this provision.

## **SUBROGATION**

If We shall become liable for any payment under this Certificate, We shall be subrogated to the extent of such payment to all the rights and remedies of the Person Covered against any party and shall be entitled at Our own expense to sue in the name of the Person Covered. You and the Person Covered must give Us all such assistance in Your and the Person Covered's power as We shall require to secure the rights and remedies. Also, at Our request the Person Covered must execute all documents necessary to enable Us to effectively bring a suit in the name of the Person Covered.

## **INCONTESTABILITY**

The Certificate cannot be challenged by Us after it has been in force for two (2) years from the date of the Certificate or Supplementary Certificate(s) (if any) commenced or re-instated unless Contributions have not been made or due to fraud.

## **RISKS EXCLUDED**

This Certificate shall not cover any Death Benefit due to death from suicide within one (1) year from this Certificate Commencement Date or Reinstatement Date, whichever is later, whether the Person Covered is sane or insane. The Certificate shall then be terminated.

This Certificate shall not cover any Death Benefit due to drug addiction or abuse, alcohol abuse, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS Related Condition (ARC) or diseases related to Human Immunodeficiency Syndrome (HIV) and any transmitted diseases requiring quarantine by law, war or any act of war, declared or undeclared, criminal or terrorist activities, direct participation in strikes, riot or civil commotion or from racing of any kind (except foot racing).

## **GOVERNING LAW**

This Certificate is issued under the laws of Malaysia and is subjected and governed by the laws prevailing in Malaysia.

## **PARTICIPANT RISK INVESTMENT ACCOUNT (PRIA)**

You agree that the Contribution will be allocated into the Participant Risk Investment Account (PRIA) as Tabarru', which will be used to pay the benefits to Participants upon occurrence of the events covered by their respective Certificates. You also agree to allow Us to deduct a Wakalah Fee upfront as further specified in ATTACHMENT 1.

We manage and invest the Tabarru' fund (PRIA) in accordance with Shariah principles approved by Our Shariah Committee. At the end of financial year, if there is a net surplus in PRIA, fifty percent (50%) of the surplus shall be paid to Us based on the contract of Ju'alah, and the remaining fifty percent (50%) of the surplus will be shared amongst the Participants as a Hibah from the PRIA, provided that the Participants have 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.

All benefits payable from PRIA are guaranteed. If there is insufficient balance in the PRIA to pay for the Takaful benefits to Participants, We will make good the balance in the PRIA under the principle of Qard (loan) provided that the insufficiency is not due to Our negligence. If the insufficiency of the PRIA is due to Our negligence, We will make an outright transfer for the insufficiency of the fund.

Financial Year means each 31<sup>st</sup> December of every year.

## **RETAKAFUL**

We have the discretion to secure adequate retakaful from any sources it deems fit for the benefit of the Participants.

## **INFORMATION AND TERMS AND CONDITIONS RELATING TO INTERNATIONAL AUTOMATIC EXCHANGE OF INFORMATION FOR TAX PURPOSES AND CUSTOMER TAX COMPLIANCE**

In connection with legal and regulatory requirements regarding the international exchange of information for Tax purposes, including the U.S. Foreign Account Tax Compliance Act (FATCA) and laws and regulations related thereto, We are required to apply certain due diligence procedures to identify the Tax residency or Tax residencies of certain persons related to the Certificate. In order to comply with this obligation, the Participant and any person entitled to access the cash value, change the beneficiary or perform certain other actions with respect to the Certificate as described by law (together in this Clause, to be referred to as "Participant") must at Our request provide Us with an accurate self-certification regarding the jurisdiction or jurisdictions in which the Participant is a Tax resident and, if applicable, respond to Our request for documentary evidence and a taxpayer identification number or equivalent as is requested under the relevant regulation.

In accordance with applicable law, We will periodically report certain information about Participants, including name and address, date of birth, place of birth and financial details relating to the Certificate to the appropriate Tax authority/ies or other authority/ies designated by law.

If the Participant moves to another country and/or if the Tax residency of any Participant changes or differs from the information provided in a self-certification of Tax residency or in documentation provided in connection with the Certificate, the Participant providing that self-certification or documentation must give Us written notice prior to such change but no later than within 30 DAYS OR SUCH LESSER NUMBER OF DAYS AS REQUIRED BY LAW of such change.

Please note that should You move to another country You may no longer be eligible to make Contribution into Your Certificate or to make any investment decision relating to Your Certificate. The local laws and regulations of the jurisdiction of the country You reside in may affect Our ability to continue to service Your Certificate in accordance with its terms and conditions. Therefore, We reserve all rights to take any steps that We deem appropriate, including the right to cancel or terminate the Certificate WITH IMMEDIATE EFFECT OR WITH A NOTICE PERIOD OF THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW.

If this Certificate is transferred/assigned to a new Participant or a new Participant is added to the Certificate, the original Participant must give Us prior written notice of such change to the Certificate. Each new or additional Participant must PROMPTLY OR WITH THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW respond to Our request for an accurate self-certification regarding the jurisdiction or jurisdictions in which the new/additional Participant is a Tax resident, and respond to Our request for documentary evidence and a taxpayer identification number or equivalent. In addition to the actions described herein, failure to provide Us with such notice or provide Us the full requested information may impair the rights of the Participant under the Certificate or result in the termination of the Certificate.

We execute payments under the Certificate such as payments due to maturity of the Certificate, partial or full surrender, only to the Participant or beneficiary indicated in the relevant contractual document. These payments can only be made by wire transfer and to a bank account in the name of such Participant or beneficiary located in the same jurisdiction as the Participant's or, as applicable, the beneficiary's (Tax) residency. An exception to these restrictions may be granted at Our sole discretion and after evaluation of the facts and circumstances. Under no circumstances We will execute any Certificate related cash payments to US residents.

At Our request and based upon an indication that the most recent self-certification or Tax residency is required respectively may no longer be reliable or accurate, a Participant must PROMPTLY OR WITH THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW provide a new self-certification and other supporting documentation as requested by Us.

We reserve all rights to take any steps that We deem appropriate, including the right not to execute payment instructions until We have received all information and documentation to Our satisfaction, or to cancel the Certificate, WITH IMMEDIATE EFFECT OR WITH A NOTICE PERIOD OF THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW, in the event that We discover that a Participant and/or beneficiary provided an incorrect self-certification, that any other information or documentation provided in connection with identification and due diligence procedures is inaccurate or incomplete or a Participant did not provide Us with a self-certification or other information as requested by Us within the response time set out in Our request.

Failure to fully respond to Our request within the time period allowed may result in the reporting of information about the Participant to the appropriate Tax authority or other authorities.

We do not provide any Tax advice. Any information relating to applicable Tax laws and regulations is of a general nature only. This Certificate is designed for Participants who are resident of Malaysia. If You decide to live outside of Malaysia after this Certificate has been issued, and if You have questions or wish to receive additional information with respect to any of the provisions set forth above, We recommend You obtain independent advice.



We reject any responsibility or liability whatsoever for any adverse Tax consequences that may arise in respect of Your Certificate and/or any payments made under Your Certificate as a result of You changing the country of residency.

Your Takaful contract has been concluded based on the legal and regulatory requirements in-force and applicable at the time of conclusion. Should the mandatory legal and regulatory requirements applicable to this Certificate change, in particular if You change Your country of residency, and as a consequence We are not able to continue performing the contract without potential material adverse effect to Us, to meet the changed legal and regulatory requirements We are entitled to modify the contractual terms and conditions as We deem appropriate at Our own discretion and without Your consent, or to terminate the Certificate .

We will inform You whenever reasonably possible in advance about the changes in the contractual terms and conditions. In the case of termination of the Certificate, We will send You a termination notice and the contract will terminate in accordance with the termination notice.

We reject any responsibility or liability whatsoever for any cost incurred by, or liability imposed on, a Participant as a result of Our good faith efforts to comply with requirements regarding the identification, due diligence or reporting of information relating to Participant for Tax purposes.

#### **SANCTIONS**

All financial transactions are subject to compliance with applicable trade or economic sanctions laws and regulations. We will not provide You with any services or benefits including but not limited to acceptance of Contribution made, claim payments and other reimbursements, if in doing so We violate applicable trade sanctions laws and regulations.

We may terminate the Certificate if We consider You or Your directors or officers as sanctioned persons, or You conduct an activity which is sanctioned, according to trade or economic sanctions laws and regulations.

#### **NOMINATION**

Nomination shall mean the process of appointing a person or persons to receive the Takaful benefits in the event of the death of the Participant at any time after the Certificate has been issued. Nomination is conditional and revocable by Participant at any point of the Takaful tenure and shall only take effect from the date we receive the written notice.

Nominee shall mean the person appointed to receive the Takaful benefits either as a Beneficiary (intended recipient) or as Wasi (executor).

Nominee appointed as Beneficiary shall receive the Takaful benefits via Conditional Hibah contract, and the Takaful proceeds under this contract shall be excluded from applicable inheritance law.

Nominee appointed as Wasi must have attained the age of eighteen (18) years and shall receive the Takaful benefits as administrator. The Wasi is responsible to distribute the Takaful benefits in accordance with the Islamic Law of Inheritance (faraid) or the Distribution Act.

Payment of Takaful benefits will be made in accordance to the Islamic Financial Services Act 2013.

#### **TAX**

All Contribution and fees made under this Certificate may be subjected to Tax. If Tax is imposed, it will be stated in the invoice and Zurich Takaful Malaysia Berhad reserves the right to claim or collect Tax from the Participant in addition to the Contribution and/or fees made under this Certificate.

## OWNERSHIP PROVISIONS

FORM NO:

### OWNERSHIP

We will recognize You as the absolute owner as described as the Participant on the Certificate Information Page unless change of ownership is made by an Endorsement. During the lifetime of the Person Covered, only You can exercise all rights, privileges and options provided under this Certificate. Any transactions between You and Us are valid without notice to or consent of the Person Covered. In the event of Your death before the Person Covered, such right is given to Your legal representative. However, this is subject to the rights of any assignee on record.

### CHANGE OF OWNERSHIP

During the lifetime of the Person Covered, and while this Certificate is in force, You may change the ownership of this Certificate by filing a written notice satisfactory to Us.

The change of ownership will take effect from the date of written notice received by Us within a reasonable time frame, whether or not the Person Covered is living at the time of such recording and endorsement.

### ASSIGNMENT

By filing a written notice that is satisfactory to Us while the Certificate is in force, You may assign this Certificate including the Principal Certificates and all Supplementary Certificate(s) unless specified otherwise in each Supplementary Certificate(s).

We shall not be considered to have knowledge of any assignment unless the original or a duplicate thereof is filed with Us. We are not responsible for the validity or sufficiency of any assignment.

### THE NOMINEE

The nominee(s) as stated by You in the nomination form unless subsequently changed subject to Shariah provision by sending a written notice satisfactory to Us. If the nominee(s) dies before the Person Covered, the rights will be returned to You.

# CONTRIBUTION PROVISIONS

FORM NO:

## CONTRIBUTION AND CURRENCY

All Contributions are to be made on or before their due dates to Us in exchange for an official receipt issued by Us or deduction shown on the statement of account. All amounts to be made either to or by Us must be made in the legal currency of Malaysia.

## CHANGE OF MODE

You may change the frequency of Contribution subject to Our minimum Contribution requirements by giving written notice to Us. Your Contributions can be made on an annually, semi-annually, quarterly or monthly basis.

## CONTRIBUTION GRACE PERIOD

The billing date will be the first (1) of every month. You are given a Contribution Grace Period of fifty (50) days from the billing date to make the due Contribution. If You do not make Your due Contribution before end of the Contribution Grace Period, this Certificate will be lapsed and subjected to reinstatement clause.

## COVERAGE GRACE PERIOD

You are given a Coverage Grace Period of thirty-one (31) days from the due date to be covered for the loss occurred subject to the provisions of the Certificate. During this period the Certificate will remain in force. Coverage will cease if the due Contribution is not made within this period.

## WAKALAH FEE

The Wakalah Fee shall mean Our fees charged as the Takaful Operator for managing the operations of the Takaful business. The Wakalah Fee will be applied when Contribution is made. The fee structure is shown in the Schedule of Wakalah Fee (ATTACHMENT 1).

## CONTRIBUTION

The Contribution amount is not guaranteed and shall be based on the rates at the time of renewal according to age of the Person Covered on each Certificate anniversary.

We have the right to change the rate at which Contributions will be calculated, at the start of any Certificate Year, provided that We notify You at least three (3) months prior to the date such Contribution is due with accompanying notification letter detailing the reason of change.

If there is any indebtedness on the Certificate at the time of payment of any benefit or proceeds above shall be deducted from the benefit amount.

# ATTACHMENT 1

FORM NO:

## Wakalah Fee

Our fee as the Takaful Operator for managing the operations of the Takaful business. The fee will be applied when Contribution is made. The fee structure is shown in the Schedule of Wakalah Fees below. The Wakalah Fee will be determined as a percentage of the Contribution.

The fee is charged as below:

Certificate Year	Wakalah Fee as % of Contribution	Wakalah Fee as Per Certificate	Allocation to PRIA
1	30	RM50 per annum	70% of Contribution – RM50
2 & onwards	20	RM30 per annum	80% of Contribution – RM30

**Reinstatement Fee** RM 50.00 upon reinstatement.

We reserve the right to change all fees and charges. If We plan to change, We will give You three (3) months notice in writing prior to Certificate anniversary date with accompanying notification letter detailing the reason of change.

## SURPLUS DISTRIBUTION

### Distribution of Surplus in PRIA

**Participants\*** : Fifty Percent (50%)  
**Us** : Fifty Percent (50%)

\*Only to those Participants that have not incurred any claim and/or not received any benefits payable under each type of cover under this Certificate whilst it is in force.