

CRIMINAL INJURIES TAKAFUL COMPENSATION SCHEME

Takaful Certificate

Whereas the Certificate Holder (hereinafter called the Participant”) named in the attached Schedule (hereinafter called the “Schedule”) by an Application Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Takaful Nasional Sdn. Berhad (hereinafter called the “Company”) for the abovenamed takaful cover herein after contained and has paid or agreed to pay the Contribution as consideration for such takaful.

Now This Certificate Witnesses That subject to the terms, conditions exceptions and limitations contained herein or endorsed hereof the Company will indemnify the Participant in respect of death or bodily injury as detailed in the Specification occurring during the Period of Takaful.

Provided Always That the due observance and fulfillment of the Conditions contained herein or endorsed hereof which Conditions are to be read as part of this Certificate shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of the Company under this Certificate.

The Specification

This takaful is in respect of death or bodily injury as defined under items (1) to (5) of the COVERAGE to any person covered under this Takaful Certificate as appearing thereto resulting solely and directly from a criminal activity committed by others in the Operative Territories. The Company shall pay to the Participant or to his legal representatives the sum stated under such items as payable in respect of the person subject to the following:

- (a) Compensation shall be payable only when the claim shall have been proven to the satisfaction of the Company.
- (b) The total compensation for a person shall not exceed the capital sum, as stated in the Schedule, in any one period of takaful.
- (c) Compensation under Benefit (4) and (5) shall be payable only if such medical or surgical treatment is furnished to the Person Covered by a qualified Medical Practitioner immediately after the incident that gives rise to such need of the medical or surgical treatment.
- (d) Criminal activity causing such death or injury are defined as any one specific activity that falls in the classification of criminal under the Penal Code of Malaysia and/or the Police Act 1967 (Pindaan 2003).
- (e) Malaysian citizen is defined as any person recognized by Malaysian constitution as Malaysian citizen and shall exclude amongst others permanent resident, foreign workers, foreign tourists and the like.

Exceptions

The benefit is not payable if the disability is caused or accelerated by or sustained from any one or more of the following:

- (1) Insanity, intentionally self-inflicted injuries, suicide (whether felonious or not) or any attempt thereat, while sane or insane;
- (2) Any bacterial infection other than bacterial infection occurring in consequence of an incidental cut or wound; venereal disease, AIDS or any related disease except due to blood transfusion; hernia
- (3) Pregnancy, childbirth, miscarriage unless such loss may have been accelerated or induced by a criminal activity
- (4) Sustained whilst the person is under the influence of intoxicating liquor, narcotics or drugs.
- (5) While committing or attempting to commit any unlawful and/or criminal act.
- (6) Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion.
- (7) Radiations or contamination by radioactivity from any nuclear waste and product or nuclear fuel.

The Agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any claim by the Participant. If the Participant should commence proceedings against the Agents, it is hereby declared and stipulated that the Participant shall forfeit thereby all claims upon the Company under this Certificate and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

Coverage

- 1) DEATH occurring within twelve calendar months of bodily injury as aforesaid.
- 2) TOTAL PERMANENT DISABLEMENT occurring within twelve calendar months of bodily injury as aforesaid. The percentages of benefits are stated in the Table of Benefits.
- 3) PARTIAL PERMANENT DISABLEMENT occurring within twelve calendar months of bodily injury as aforesaid. The percentages of benefits are stated in the Table of Benefits.
- 4) OUTPATIENT BENEFITS for outpatient medical and surgical treatment required for such injury in respect of any one incident.
- 5) INPATIENT BENEFITS for inpatient medical and surgical treatment required for such injury in respect of any one incident.

TABLE OF PERMANENT DISABLEMENT BENEFITS

<u>Description of Disablement</u>	<u>Percentage of The Capital Sum Covered</u>
Loss of two limbs	“
Loss of both hands or all fingers and both thumbs	“
Total Loss of sight of both eyes	“
Total paralysis	“
Injuries resulting in being permanently bedridden	“
Any other injury causing permanent total disablement	“
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	“
Loss of arm at elbow	“
Loss of arm between elbow and wrist	“
Loss of hand at wrist	“
Loss of leg -at hip	“
-between knee and hip	“
-below knee	“
Eye: Loss of -whole eye	“
-sight of	“
-sight of, except perception of light	- 50%
-lens of	- 50%
Loss of four fingers and thumb of one hand	- 50%
Loss of four fingers	- 40%
Loss of thumb - both phalanges	- 25%
- one phalanx	- 10%
Loss of index finger - three phalanges	- 10%
- two phalanges	- 8%
- one phalanx	- 4%
Loss of middle finger - three phalanges	- 6%
- two phalanges	- 4%
- one phalanx	- 2%
Loss of ring finger - three phalanges	- 5%
- two phalanges	- 4%
- one phalanx	- 2%
Loss of little finger - three phalanges	- 4%
- two phalanges	- 3%
- one phalanx	- 2%
Loss of metacarpals - first or second (additional)	- 3%
third, fourth of fifth (add.)	- 2%
Loss of toes - all	- 15%
- great both phalanges	- 5%
- great one phalanx	- 2%
other than great if more than one toe lost each	- 1%
Loss of hearing - both ears	- 75%
- one ear	- 15%

Permanent total loss of use of member shall be treated as loss of member.

Where injury is not specified the Company will adopt a percentage of disablement under the scale of schedule as above which in its opinion is not inconsistent with the provisions above.

The aggregate of all percentage payable in respect of any one incident shall not exceed 100%.

Conditions

This Certificate and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such meaning wherever it may appear.

- (1) Every notice or communication to be given or made under this Certificate shall be delivered in writing at the Head Office or any Branch Office of the Company;
- (2) In the case of bodily injury to which this Certificate relates
 - (a) the person shall procure and act upon medical or surgical advice as soon as practicable;
 - (b) written notice shall be given to the Company as soon as possible but in any event within twenty-one (21) days of such bodily injury;
- (3) All information and evidence required by the Company in support of any claim shall be furnished at the expense of the Participant or his legal personal representatives or the claimant and shall be in such form and of such nature as the Company may prescribe. The Participant shall if required, arrange for the person claiming benefits of this Certificate to submit to medical examination on behalf of the Company at their own expense in respect of any alleged injury. Time is the essence of the condition.
- (4) Any receipt or discharge which the Participant or his legal personal representatives may give to the Company for any capital sum or compensation under this Certificate shall be deemed a final and complete discharge of all liability of the Company in respect of all bodily injury sustained by the Person Covered in consequence of the incident whether resulting before or after the date of such receipt or discharge.
- (5) The Company may by notice in writing to the Participant under registered letter to his last known address give seven (7) days notice of its intention to terminate the Certificate returning on demand the balance of the takaful contribution after deducting all provisions for claims incurred and allowable expenses with share of the investment profits, if any. The Participant may likewise request to terminate the Certificate by giving notice to the Company at its Principal Office, and the Company shall refund the balance of the takaful contribution after deducting all provisions for claims incurred and allowable expenses with share of the investment profits, if any.

- (6) All differences arising out of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in discretion of the Arbitrator Arbitrators or Umpire. If the Company shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall .not thereafter be recoverable hereunder.
- (7) If at any time during the Period of Takaful specified in the Schedule there is a deficit of takaful contribution already made in relation to this certificate, after deducting all provisions for claims incurred and allowable expenses and after adding any profits from investments of the takaful contribution, the Participant shall further make takaful contributions for this certificate, an amount projected to be sufficient to pay potential and projected claims that may arise during the remaining period of takaful as stated in the Schedule. Such additional takaful contribution may be called to be made when the fund of takaful contribution in relation to this certificate stands at 25% balance of original takaful contribution payable of this certificate.
- (8) If at the end of the Period of Takaful specified in the Schedule there is a net surplus of the takaful contribution after deducting all provisions for claims incurred and allowable expenses, the surplus shall be refunded to the Participant save for the profits from investment of the fund that shall be shared between the Participant and the Company in accordance with the Principal of Al-Mudharabah in the proportion 80% to the Participant and 20% to the Company.