



**TAKAFUL IKHLAS BHD (593075U)**  
A wholly-owned subsidiary of MNRB Holdings Berhad

**Corporate Head Office**

**IKHLAS Point**, Tower 11A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Locked Bag 11094  
Tel : 603-27239999 Fax: 603-27239998 Website : [www.takaful-ikhlas.com.my](http://www.takaful-ikhlas.com.my)  
No. GST/CBP: 002064777216

## **IKHLAS KEMBARA PLUS TAKAFUL CERTIFICATE**

### **SALAM SEJAHTERA AND THANK YOU**

For choosing Takaful IKHLAS your Travel cover Takaful provider.

### **INTRODUCTION**

The Participant and the Company hereby agree that:

1. The Proposal shall be incorporated and be the basis of the Certificate.
2. The Participant agrees to pay the Contribution in accordance with the Schedule.
3. The Proposal Form completed fully and faithfully shall be a condition precedent to any liability of the Company.
4. The Takaful coverage is subjected to the terms of this Certificate including provisions in respect of territorial limits and the Period of Takaful coverage specified in the Schedule.
5. The Schedule shows the coverage plan you have chosen, your sum covered and any special terms that apply to your Certificate. Please read the Certificate and Schedule carefully to ensure that it covers your need.
6. The relationship between the Company and the Participant in this Certificate shall be governed by, and interpreted in accordance with Malaysian Law.

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### **DEFINITIONS**

Under this Certificate:

1. **“Accident/ Accidental”** means an event or incident that occurs which is unforeseen and unexpected which resulted directly in the death or injury of the Participant.
2. **“Benefits”** means the amount the Company will pay for a legitimate claim under this Certificate based on the Benefits description in the Schedule.
3. **“Bodily Injury”** means Bodily Injury suffered by the Participant resulting from an event or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control.
4. **“Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Certificate shall be complementary with one another.
5. **“the Company”** means Takaful Ikhlas Berhad, its successors or assigns.
6. **“Contribution”** means any amount the Company requires the Participant to pay to participate in a Takaful plan.
7. **“Endorsement”** means written evidence of an agreed changed to the Certificate.
8. **“Event”** means accidental Bodily Injury suffered by the Participant resulting from an event or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control and results in death or permanent disablement.
9. **“General Risk Investment Account (GRIA)”** The account where initial remittance of the Participant’s Contribution for a General Takaful product is made.

10. **“the Participant/ You”** shall means the person or persons named in the Schedule as “the Participant”.
11. **“Proposal”** means the Proposal signed by the Participant and other information that the Participant or anyone acting on behalf of the Participant has given to the Company.
12. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
13. **“Qard”** shall mean interest-free loan method.
14. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Participants.
15. **“Schedule”** means the information page that contains the details of the Participant, the Benefits, Contribution and period of Takaful attached to this Certificate.
16. **“Tabarru”** means donation for the purpose of solidarity and cooperation among the Participants and to be used to help Participants in times of misfortune. In the context of Takaful IKHLAS, Tabarru’ will be allocated into the Risk Fund.
17. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the participants in case of need whereby the participants mutually agree to contribute for that purpose.
18. **“Wakalah”** means agency. In this context, it refers to a contract between Company and the Participant where the Participant authorizes the Company to manage the fund on his/her behalf, which allows the Company to charge a Wakalah fee.

## **GENERAL PROVISIONS**

It is hereby declared and agreed that this Certificate shall cover Death or Disablement due to:-

**HIJACKING** Subject otherwise to the terms of this Certificate, the cover shall continue whilst the Participant is subject to the control of the person(s) or their associates making or causing the Hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hijack. For the purposes of this Certificate, “Hijack” means unlawful seizure or wrongful exercise of an aircraft or conveyance, or crew thereof, in which the Participant is traveling.

## **CONTRIBUTIONS**

\*\* Please refer to Table of Contribution as stated in the Takaful Schedule.

## **BENEFITS**

\*\* Please refer to Table of Benefit as stated in the Takaful Schedule for the applicable Benefits payable under this Certificate.

### **1. Accidental Death or Total Permanent Disablement**

In the event of death or total permanent disablement of the Participant due to Accident during the trip, a sum of monies per person are payable to beneficiary or next of kin.

The Benefits provided by this section are as per Table of Benefit below. No amount is payable more than one (1) time of the mentioned item below for injury to a Participant arising out of the same event.

### **2. Medical Expense Reimbursement**

A reimbursement of actual medical expenses incurred for treatment of a Bodily Injury due to an Accident up to the specified amount as described in the Schedule.

**3. Medical & Hospitalization & Treatment Expenses**

The medical and hospital benefit provide one lump sum settlement due to accident during the travel period.

**4. Loss of Luggage**

This coverage applies if a personal baggage is lost or damaged by Accident or misfortune and indemnifies the Participants for the covered items up to overall monetary limits as indicated in the Schedule.

**5. Compassionate Visitation Benefit**

A reimbursement of expenses incurred for visitation or compassionate care (i.e. 1 economy return airfare ticket for close relative, for 1 person) if the participant sustain serious injury within the travel period and hospital confinement of more than certain period of days.

**6. Emergency Medical Evacuation and/ or Repatriation Expenses/Repatriation of Mortal Remains Expenses**

Reimbursement of expenses incurred of transporting the participant to the medical facility or Malaysia for medical treatment or Reimbursement of cost of repatriation of bodily remains to Malaysia.

**7. Funeral Allowance**

A lump sum amount as described in the Schedule is payable for immediate death expenses in the event of an Accidental death of the Participant.

**8. Reimbursement of Deposits or Full payment of Air Tickets or Tour Packages due to liquidation of agency**

A compensation to cover expenses incurred if the trip is cancelled due to liquidation of the agency subject to the agency is not yet in liquidation at the point of purchase.

Reimbursement will also be carried out for deposits whether partially or in full of airfare or tour packages if the air ticket or tour package is cancelled or forfeited due to liquidation of the tour agency where the participant bought the ticket or tour package subject to, the reimbursement be made within three (3) months from the date the ticket or tour package is purchased and subject to the agency is not yet in liquidation at the point of purchase.

The travel agency must be authorized travel agents licensed by governing ministry in Malaysia.

**9. Loss of Travel Documents**

Reimbursement of cost of replacing travel documents (i.e. passport, IC), and additional covered expenses (i.e. travelling, accommodation, communication) incurred due to theft within travel period.

**10. 24-Hour Emergency Assistance Hotline**

The 24-hour Emergency Assistance Hotline is available upon the start of a trip and services end the earliest of: midnight on the day the program expires; when the participant reaches the return destination; or when trip is completed.

**CONDITIONS**

The Proposal including all future or subsequent Proposal or Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Schedule, or the Certificate shall bear such meaning wherever it may appear.

**1. NOTICE**

Every notice or communication to be given or made under this Certificate shall be delivered in writing to

the Head Office or any Branch Office of the Company. No changes in this Certificate shall be valid unless approved by the Company and duly endorsed by an authorized representative of the Company.

## **2. AGE LIMIT**

Participant shall not be less than 1 years old or more than 70 years old at the time of the application.

## **3. CONDITION PRECEDENT TO THE LIABILITY**

This Certificate shall be automatically null and void when:

- a) If the Proposal or Declaration of the Participant is found untrue in any respect, or if any material fact on the Participant be incorrectly stated therein or omitted therefrom;
- b) if this Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- c) if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.

## **4. CHANGES**

The Participant shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Participant has become affected.

All notices required to be given by the Participant to the Company must be in writing addressed to the Company and neither alteration in terms of this Certificate nor endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.

The Participant shall give notice to the Company of any other Takaful Operator (excepting coupon or in connection with a Motor Takaful Certificate) effected against the Accident and/or incapacity.

Notwithstanding the above, the Company may at its absolute discretion vary, amend or modify any part of the whole Certificate not limited to the Schedules or Proposal by giving the Participant sufficient days notice on such amendments and changes.

## **5. CLAIMS PROCEDURE**

In the case of death or permanent disablement to which this Certificate relates:-

- (a) the Participant shall always act upon medical or surgical advice within the time periods as may be required for action by such medical practitioner;
- (b) written notice must be given to the Company within fourteen (14) days of the date of the accident causing such injury

Failure to give notice within the time provided in this Certificate shall not summarily invalidate the claim if it shall be shown by the Participant that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as reasonably possible.

In the event of non-payment of contribution, the outstanding contribution will be deducted from the amount of settlement of which the benefit amount shall be lesser than the sum covered stipulated in the Schedule.

No action at law or in equity shall be brought to recover the Compensation under this Certificate prior to expiration of thirty (30) days written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought after the expiration of one year from the time written proof of loss is required to be furnished.

All certificates information and evidence required by the Company shall be furnished at the expense of the Participant or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Participant as often as required shall undergo medical examination at the

Participant's own expense in respect of any claim of Bodily Injury. In case of death of a Participant, reasonable notice shall be given to the Company before interment or cremation and the Company may require that the Company be represented at a post mortem examination on the body of the Participant. The Company shall have the right and opportunity to conduct an autopsy at its own expense where it is permitted by law. Immediate notice of time and place of an autopsy to a Participant shall be given to the Company as soon as known to the Participant.

## **6. RECEIPT OF DISCHARGE**

Payment of any sum made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims and demands whatsoever in respect thereof.

## **7. CANCELLATION**

This Takaful under the Certificate may be cancelled at any time at the request of the Participant, however the Company will not refund the pro rata Contribution for the unexpired period of cover. This Takaful under the Certificate may also be cancelled for any reasons whatsoever at the option of the Company by sending fourteen (14) days' notice by registered letter to the Participant at his last known address, in which case the Company shall not be liable to repay for the losses incurred on the same basis as described earlier.

Note: A handling fee of RM10.00 will be charged in the event of cancellation made by the Participant.

## **8. ARBITRATION**

All differences arising out of this Certificate shall be referred to the decision of a single Arbitrator appointed in writing by the parties or if cannot be agreed upon within thirty (30) days from the date of disagreement, two Arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do by either of the parties. In case where the parties or the Arbitrators deem it expedient, the Arbitrators may agree to appoint an Umpire 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 and other costs in connection with the arbitration shall be in accordance with the finding of the Arbitrators or Umpire. However all initial costs for the appointment and reference shall be borne and paid forthwith by the Participant. 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

In no case whatever shall the Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.

## **9. CONTRIBUTION ALLOCATION**

Payment of the Takaful Contribution paid by the Participant as shown in the Schedule shall be placed in the GRIA where the Company will manage according to the Wakalah principle as defined by the Company and in accordance with Shariah principles. The Company will charge up to 40% of the Contribution as an upfront Wakalah Fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help other Participants in time of misfortune.

## **10. SURPLUS**

At each financial year-end, the Actuary will assess the surplus position of the Risk Fund.

The Company shall charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising at the end of the financial year. However, the Company may at its discretion and where

appropriate charge SAC less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Participant. If the amount due to Participant is less than RM10 per Certificate, the amount shall be retained in the Risk Fund.

Any deficit in the Risk Fund will be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund.

If there is a deficit in the Risk Fund due to the Company's negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

#### **11. OBSERVANCE AND FULFILLMENT OF CONDITIONS**

The due observance and fulfillment of the terms, conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Participant or the Participant and the truth of any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

#### **12. GOVERNING LAW**

This Certificate including all its Proposals and Schedules is subject to Bank Negara Malaysian guidelines or any at other subsidiary legislation, rules, regulation, directions or orders from other regulatory authority.

#### **13. TIME**

Time wherever mentioned in this Certificate, shall be of the essence of the agreement.

#### **14. ASSIGNMENT**

No assignment of interest under this Certificate shall be binding on the Company unless agreed to by the Company and save further, where a certified true copy of the assignment and the original Certificate is furnished to the Company at the head Office.

#### **15. GOODS AND SERVICES TAX (GST)**

Our charges exclude tax that would be imposed by government and/or the authority in the future (including Goods and Services Tax (GST)). Upon implementation of the GST, we shall be entitled to recover from you in the respect of this Takaful Certificate that is required under the law.

### **EXCLUSIONS**

This Certificate is not intended to and does not cover:

1. Death or Disablement or any other loss caused directly or indirectly by:-

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising where the Participant directly or indirectly participates or is involved howsoever in such activities;
- (b) any act of terrorism;

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

- (c) insanity, suicide (whether sane or insane) or any attempt thereof by the Participant;

- (d) pre-existing physical or mental defect or infirmity to the Participant;
- (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Certificate and performed within the time provided in the Certificate) to the Participant;
- (f) pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the Participant; except miscarriage due to bodily injury as a direct result of an accident;
- (g) provoked murder or assault on the Participant;
- (h) any breach of Civil or Shariah Law and principles by the Participant;
- (i) pre-existing disablement or Bodily Injury to the Participant;
- (j) from misuse or abuse of substance, alcohol and/or drugs by the Participant; unless the drug is taken in accordance with an authorized medical prescription;
- (k) from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.

2. Death or Disablement or any other loss sustained by the Participant:-

- (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;
- (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
- (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft);
- (d) while committing or attempting to commit any unlawful act.

3. Death or Disablement or any other loss consequent upon the Participant engaging in hunting, mountaineering, rock climbing, hiking/trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games.

4. Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

5. Death or Disablement directly or indirectly caused by or contributed to by arising from:-

- (a) ionisation radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
- (b) nuclear weapons material.

6. losses caused directly or indirectly, wholly or partly by:

- (a) any other kind of disease;
- (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Certificate and performed within the time provided in this Certificate);
- (c) while the Participant is under the influence of alcohol or drug abuse while driving;

- (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
7. any Bodily Injury which shall result from hernia;
  8. claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
  9. if the Participant does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
  10. the Participant engaging in air travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
  11. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Participant's own criminal act.
  12. if the Participant shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Certificate without the Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Certificate (subject to the payment of such additional contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
  13. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
    - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
    - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
  14. claims engage in following occupations:
    - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
    - (b) air crew, ship crew, oil rig crew, diver or fisherman, or
    - (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry, or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the Participant is off-duty at the time of the Accident and the Bodily Injury does not arise in the course of the Participant's employment or any activity related to the Participant's employment), or
    - (d) activities or work involving scaffolding, gondolas, ropes or cables.
  15. arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
  16. Consequential loss or damage of any kind.
  17. claims caused or resulting
    - (a) the Participant is traveling on, or against medical advice, or when the trip is made solely;
    - (b) from mental and nervous disorders, including insanity.
  18. to persons below the age of three (3) and over the age of sixty five (65).



## **CASH BEFORE COVER WARRANTY**

- It is fundamental and absolute special condition of this Takaful Certificate that the Contribution due must be paid and received by the Company before cover commences. If this condition is not complied with then this Takaful Certificate is automatically null and void.
- Where the Contribution payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Contribution payable was received by a person, including a Takaful agent, who was not authorized to receive such Contribution shall lie on the Takaful operator.
- Subject otherwise to the terms and conditions of this Certificate.

**THIS CERTIFICATE AND ITS CONDITIONS SHOULD BE EXAMINED IMMEDIATELY UPON RECEIPT HEREOF BY THE PARTICIPANT AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION. AND THE PARTICIPANT CONTINUANCE SUBSCRIPTION OF THE TAKAFUL COVERAGE PLANS DEEMED AS THE PARTICIPANT ACCEPTANCE AND AGREE TO BE BOUND AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CERTIFICATE.**

## **IMPORTANT NOTICE**

We care about the service that we provide for our customers, and our staff makes every effort to maintain as high a standard as possible. In the event that we do not meet your expectations and you are dissatisfied in some way, we would like to know and would ask you to write to our:

**Customer Relationship Management,  
Takaful Ikhlas Berhad, IKHLAS Point,  
Tower 11A, Avenue 5, Bangsar South,  
No. 8 Jalan Kerinchi,  
59200 Kuala Lumpur**

Telephone: 03-27239999

Fax No: 03-27239998

E-mail Address: [complaints@takaful-ikhlas.com.my](mailto:complaints@takaful-ikhlas.com.my)

We will make sure that your case is examined thoroughly. In the event that you are still not satisfied, you must address your complaint to the following entities for investigation into unfair market practices by Takaful operators/ Insurers.

<b><i>Financial Mediation Bureau</i></b> <i>Level 14, Dataran Kewangan Darul Takaful No 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur. Tel : 03-2272 2811 Fax : 03-2274 5752 E-mail address : <a href="mailto:enquiry@fmb.org.my">enquiry@fmb.org.my</a></i>	<b><i>Contact Centre (BNMTELELINK)</i></b> <i>Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel : 1-300-88-5465 (1-300-88-LINK) Fax : +603-2174-1515 E-mail: <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a></i>
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