

Celebrate living fwd.com.my | 1 300 13 7988



# **Quick reference**

About your certificate	1
Your FWD Big 3 Critical Illness certificate	1
Certificate information statement	2
Quick summary of your benefit	6
Your benefits at a glance	6
What you're covered for	7
Summary of your certificate benefits	7
Description of benefits	8
Cancer, Stroke or Heart Attack benefit	8
Death benefit	8
Neurological and Heart Disorder benefits (Optional)	9
Exclusions	10
When we will not pay any benefit	10
Waiting period	10
Starting, changing, or ending your certificate	11
Your cover and when it starts	11
Changes to your certificate	11
Cancelling your certificate	12
When your certificate ends	13
Reinstating your certificate	13
The main people under your certificate	14
Who's covered under your certificate	14
Nominees	14
Making a claim	16
How to claim	16
Your contributions	18
Paying your contributions	18
What happens if you don't pay on time	18
What we do with your contribution	19
Keeping it legal	2:
Medical definitions for covered critical illness	
weatcal definitions for covered critical liness	24
Important words and phrases	29





# About your certificate

Thank you for choosing FWD Takaful. We're pleased to be protecting you, so you can focus on living life to the fullest.

# Your FWD Big 3 Critical Illness certificate

This is a family takaful plan managed by FWD Takaful Berhad. We manage your contribution and our takaful operations are based on Shariah contract of Wakalah, in accordance with Shariah and guided by our Shariah committee.



Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where you and the other participants agree to assist each other financially if any one of you suffers a specific loss.

Your FWD Big 3 Critical Illness certificate is a takaful contract between you and us. Your certificate is made up of the documents listed below.

- Your takaful schedule;
- This takaful certificate;
- Your certificate information statement;
- The benefit illustration and the 'Product Disclosure Sheet';
- Your application form and any documents you provided with it; and
- Any endorsement to your certificate.

By reading your certificate carefully, you'll know exactly what you're covered for, and how to make a claim.

A certificate endorsement is the document we provide to tell you about any official change to your certificate.

# Easy to read

We're here to change the way you feel about takaful – starting with this document. We've made it easy to read, so you can understand your benefits and what you're covered for.



We highlight important information like this. Read these carefully.

# Words with special meaning

Some words in this certificate have special meaning. We show those meanings on page 29 (important words and phrases). Please refer to this section when you need to.

Activities of daily living	Cover expiry age	Shariah
Certificate	Endorsement	Shariah committee
Certificate anniversary	Issue date	Sum covered
Certificate expiry date	Medical practitioner	Takaful schedule
Certificate owner, you, your	Participants' risk fund (PRF)	We, us, our
Commencement date	Person covered	

# If you have any questions

If you still have any questions after you have read this certificate, please call our Service Hotline at **1 300 13 7988** – we're here for you.



# **Certificate information statement**

### **Paying your contribution**

Based on your contributions, we provide the cover you have chosen.

For details about how to pay your contributions, and what happens if you don't pay, see page 18 (your contributions).

You can pay your contributions to us by using your debit or credit card.

### Choosing who receives the benefits

### **Critical Illness benefit**

You (the certificate owner) will receive 100% of the critical illness benefits paid under this certificate.

#### **Death benefit**

We will pay the death benefit to the nominees in one lump sum.

### Nomination

You can choose one or more nominees. This is a person who will receive the death benefit under this certificate. You can choose for them to receive the benefit as an executor or as a beneficiary. See page 14 (the main people under your certificate) for more details on your different choices.

### **Proof of age**

In order for us to pay any benefits, we will require proof of age of the person covered, by providing a copy of any of the following.

- National Registration Identity Card (NRIC).
- Birth certificate.

## This is not a savings or investment product

Your FWD Big 3 Critical Illness certificate is not a savings or investment product. You will not receive any money from this certificate other than from the critical illness and death benefit.

# Surrender

If you surrender your certificate:

- you will lose the coverage; and
- you will receive an amount less than you contributed.

In addition, any changes to person covered's health or circumstances in the future may make it difficult or more costly, for the person covered to get coverage in the future.

### 15-day free-look period

If you aren't completely satisfied with your certificate, and you haven't made a claim under it, you have 15 days from the date you receive your certificate to cancel it and receive your contributions back.

### What you need to do

We need to receive a written notice from you to cancel. We must receive your notice within the 15-day free-look period.

### What we will do

We will refund you any contributions paid. We will cancel your certificate, and you will not be able to claim any benefits under it.

We will not approve your request to cancel if you make a claim under your certificate during the 15-day free-look period.

### Tell us about any changes

You should tell us about any important changes to your personal details (address or contact number) or if you want to change who will receive the benefit. See page 11 (changes to your certificate) for more details.

### How to contact us if you have any questions or to make a claim

Call our Service Hotline at **1 300 13 7988** if you have any questions about your certificate, or if you need to make a claim. See page 16 (how to claim) for more details on making a claim.

### **Exclusions and conditions**

Exclusions and conditions may apply to the cover you have chosen. We set out the exclusions that apply to your certificate on page 10 (exclusions).



# How to resolve a concern or complaint

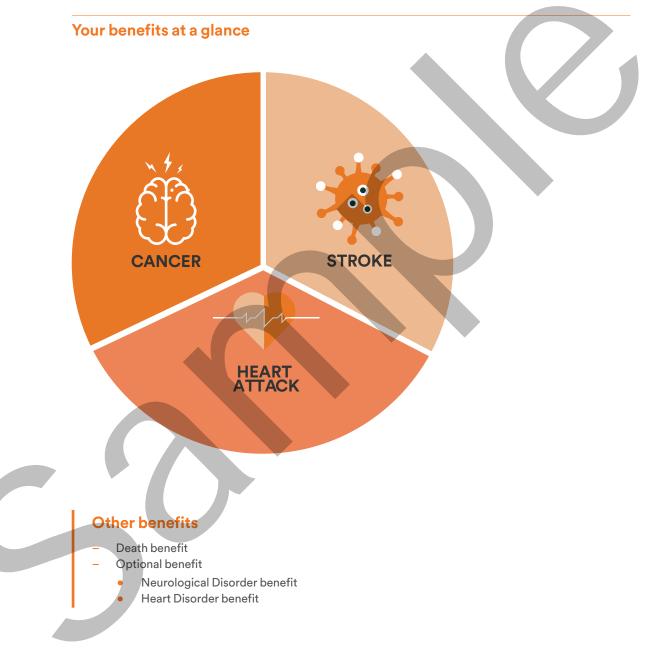
We want to resolve any concerns or complaint you may have as quickly as possible. You should follow the steps below to resolve your concern.

Step 1 – Talk to us	The first thing you should do is talk to one of our consultants about your concerns. Call our Service Hotline at <b>1 300 13 7988.</b>
	(Monday to Friday: 9am-6pm, excluding weekends and public holidays.)
	The consultant or manager will try to resolve your complaint as soon as possible.
Step 2 – Call	If you feel that your complaint have not been resolved, you can write to:
or write to our Complaints Unit	FWD Complaints Unit Level 29 Menara Shell 211 Jalan Tun Sambanthan Brickfields 50470 Kuala Lumpur Toll Free: 1300 13 7988 Tel: 03-27717888 Fax: 03-2710 7800
	E-mail: contact.my@fwd.com We will respond to your complaint within 3 working days of us receiving it.
<b>Step 3</b> – Seek an external review from the OFS	If you are not satisfied with our resolution , you can choose to lodge a complaint with the Ombudsman for Financial Services (OFS).
	The OFS is a free, independent dispute resolution centre for the resolution of disputes involving financial institutions and consumers.
	You can lodge a complaint by post, fax, online, or in-person. The Ombudsman's details are: Level 14 Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel: 03-2272 2811
	Fax: 03-2272 1577 E-mail: enquiry@ofs.org.my Website: www.ofs.org.my
	The sum involved in the dispute must be within the jurisdiction of the Ombudsman.

### Step 4 – Seek an If we or the OFS cannot resolve your complaint, you can also choose to lodge a external review complaint with the Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat from BNMLINK or (BNMLINK or BNMTELELINK). **BNMTELELINK** BNMLINK provides face-to-face customer service to walk-in visitors on general enquiries and public complaints. BNMLINK and BNMTELELINK's details are: Laman Informasi Nasihat dan Khidmat (BNMLINK) Ground Floor D Block Jalan Dato' Onn 50480 Kuala Lumpur Operating Hours: 9.00 a.m. - 5.00 p.m. (Monday - Friday) Contact Centre (BNMTELELINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel: 1 300 88 5465 (1-300-88-LINK) (Overseas: 603-2174-1717) Fax: 603-2174-1515 E-mail: bnmtelelink@bnm.gov.my SMS: 15888 Operating Hours: 9.00 a.m. - 5.00 p.m. (Monday - Friday)



This section describes the main benefits of your certificate. It is a guide to your takaful plan. To understand the full details about what we pay and how we pay it, you should go to page 7 (what you're covered for).





# What you're covered for

In this section, we explain what benefits you are covered for, and any specific exclusions or conditions that apply to those benefits. General exclusions may also apply – see page 10 (exclusions).

# Summary of your certificate benefits



**Heart Attack** 

If the person covered is diagnosed with cancer, stroke or heart attack, we will pay:

- 100% of sum covered; or
- Total contribution paid, Cancer, Stroke or

whichever is higher.



**Death benefit** 

We pay RM20,000 if the person covered dies due to any causes.

# **Optional benefit**



This is an optional benefit, where you might have/have not taken up at the application stage. If this benefit is chosen, you will see this benefit and sum covered in your takaful schedule.

Neurological and Heart Disorder

We pay 100% of sum covered when the person covered is diagnosed with any one of the listed neurological or heart disorder during the certificate term.

Your certificate will end upon any payment of the above benefits.





# **Description of benefits**



We will pay the benefit based on the first event occurred.

# **Cancer, Stroke or Heart Attack benefit**

We will pay this benefit if the person covered diagnosed with any one of the three critical illnesses, namely cancer, stroke or heart attack. We describe the definition of these illnesses on page 24 (medical definitions for covered critical illness).

### How much we will pay

We will pay 100% of the sum covered or total contribution paid, whichever is higher.

### When we won't pay

We won't pay this benefit if any of the following happens:

- Your certificate has ended. See page 13 (when your certificate ends).
- An exclusion applies. See page 10 (exclusions).

Your certificate will end upon payment of the cancer, stroke or heart attack benefit.

# **Death benefit**

We will pay the death benefit if the person covered dies due to any causes while the certificate is in place.

### How much we will pay

We will pay RM20,000.

Your certificate will end upon payment of the death benefit.

### When we won't pay

We won't pay this benefit if any of the following happens:

- Your certificate has ended. See page 13 (when your certificate ends).
- An exclusion applies. See page 10 (exclusions).



# Neurological and Heart Disorder benefit (Optional)

This is an optional benefit. If you have chosen to opt for this benefit, you will see this benefit in your takaful schedule.

We will pay the benefit if the person covered diagnosed with any one of the neurological or heart disorders. Below is the list of Neurological and Heart Disorder that we cover. We describe the definitions on page 24 (medical definitions for covered critical illness).

### **Neurological Disorder**

- 1. Amyotrophic lateral sclerosis
- 2. Brain aneurysm surgery (via craniotomy)
- 3. Brain aneurysm surgery (via endovascular procedures)
- 4. Carotid artery surgery
- 5. Cavernous sinus thrombosis surgery
- 6. Cerebral shunt insertion
- 7. Minor bacterial meningitis
- 8. Polio induced muscle weakness
- 9. Primary lateral sclerosis
- 10. Progressive supranuclear palsy
- 11. Severe progressive bulbar palsy

### **Heart Disorder**

- 1. Cardiac defibrillator insertion
- 2. Cardiac pacemaker insertion
- 3. Coronary artery atherectomy
- 4. Coronary artery disease
- 5. Early cardiomyopathy
- 6. Enhanced external counter pulsation
- 7. Increased pulmonary blood pressure
- 8. Keyhole coronary bypass surgery
- 9. Large asymptomatic aortic aneurysm
- 10. Minimally invasive surgery to aorta
- 11. Myocardial laser revascularisation
- 12. Percutaneous valvuloplasty, valvotomy, percutaneous valve replacement, or device repair
- 13. Pericardiectomy

# How much we will pay

We will pay 100% of the sum covered or total contribution paid, whichever is higher.

# When we won't pay

We won't pay this benefit if any of the following happens:

- Your certificate has ended. See page 13 (when your certificate ends).
- An exclusion applies. See page 10 (exclusions).

Your certificate will end upon payment of the neurological or heart disorder benefit.



This certificate has certain exclusions, meaning situations where we won't pay a benefit during the waiting period and throughout the certificate term.

# When we will not pay any benefit

There are also situations where we will not pay the benefits, and below, we list the exclusions that apply to the benefits under this certificate.

### **General exclusions**

### **Pre-existing condition**

We will not pay any benefit under this certificate in respect of any condition, disease, illness or injury if there was any manifestation, diagnosis or treatment of such condition, disease, illness or injury before the commencement date.

You are considered to have a pre-existing condition, if you have one or more medical conditions below, on or prior to your certificate commencement date.

- You are presented with signs or symptoms which you are aware or should have been reasonably aware;
- Treatment was recommended or received from a medical practitioner for medical condition; or
- You have undergone medical tests or investigations.

### **Specific exclusions**

Cancer, Stroke, Heart Attack, Neurological and Heart Disorder benefit Attempted suicide or self-inflicted act

We will not pay cancer, stroke, heart attack, neurological and heart disorder benefit under this certificate if the claim arises from attempted suicide or self-inflicted act within one year of the start of your certificate. This applies regardless of the mental state of the person covered. If this happens, the certificate will be cancelled.

Death benefit

#### Suicide

We will not pay death benefit under this certificate if the claim arises from suicide within one year of the start of your certificate. This applies regardless of the mental state of the person covered. If this happens, the certificate will be cancelled.

# Waiting period

There are waiting period that we will apply for Cancer, Stroke, Heart Attack, Neurological and Heart Disorder benefit. It is a situation where we will not pay any benefits if you are diagnosed or suffered with any one of the illnesses covered (including the illnesses covered under optional benefits) within the first 90 days from the commencement date.



# Starting, changing, or ending your certificate

This section explains when your certificate starts and ends, and how to make changes to your certificate.

# Your cover and when it starts

Your cover starts on the commencement date and they are shown in your takaful schedule.

# Your certificate anniversary

When we refer to a certificate anniversary, we mean a 1-year period counted from the commencement date. If we need to count month or year under your certificate, we start from the commencement date.

# Your certificate terms

On each anniversary, your certificate will be automatically renewed for one-year until you reach the expiry date shown in your takaful schedule – as long as you pay your contributions.

# **Changes to your certificates**

You can ask us to make the following changes to your certificate, and we will confirm this is writing upon the change (called an endorsement).

We are not bound by any change until we have issued an endorsement.

# Changing your address, contact details or who will receive the benefits

You can change your address, contact details or who you have chosen to receive the benefits.

It is important that you tell us immediately about any of these changes, so that you can keep enjoying the benefits of your certificate cover.

# What you need to do

- Submit your request through customer portal; or
- Provide us with the required form.

# What we will do

Review your request.

Make the change, and tell you in writing, along with the date the change will take effect from.

# Changing your contribution payment method or frequency

You can change:

- how often you pay your contributions (your contributions payment frequency); or
- the method of paying your contributions;

by telling us in writing.



### What you need to do

- Submit your request through our customer portal; or
- provide us with the required form.

## What we will do

- Review your request.
- Make the change, and tell you in writing, along with the date the change will take effect from.

### **Changing your nominees**

You may nominate one or more persons to receive the death benefit either as an executor or as a beneficiary under a conditional hibah. You can change your nominees at any time. See page 14 (nominees) for more details.

### What you need to do

- Submit your request through our customer portal; or
- Provide us with the completed form and any information we need.

# What we will do

- Review your request and the information you provide.
- Make the change, if we agree to the change.
- Confirm your new nominees in writing.

# **Cancelling your certificate**

You can cancel (terminate) your certificate at any time. If you cancel your certificate, your cover will end from the date we cancel your certificate. We will deduct from your contribution, an amount that covers the period you have been covered for and refund you the unused contribution.

### What you need to do

- Submit your request through our customer portal; or
- Provide us with the required form.

# What we will do

- Review your request and cancel your certificate.
- We will pay you the unused contribution to you.
  - If the amount is under or equivalent to RM10, and if we do not have your bank account details, we will donate the monies to charity.
    - If the amount is more than RM10 and we do not have your banking details, then we will transfer the monies to Registrar of Unclaimed Moneys.

# What happens next

Your certificate will end on the date we cancel your certificate. You will not be able to reinstate (restart) your certificate after you cancel it.

0

If you tell us to cancel your certificate within the 15-day free-look period, we'll give you a full refund – see page 3 (15-day free-look period) for more details.



13

# When your certificate ends

Your certificate ends on the earliest of the following dates.

- The date when we have paid any one of the three critical illnesses, Cancer, Stroke or Heart Attack benefit;
- The date when we have paid any one of the Neurological or Heart Disorder benefit;
- The date when we have paid the death benefit;
- The certificate expiry date shown in your takaful schedule;
- The end of the 60-day grace period, if we do not receive your contribution before then;
- The date we approve your request to cancel (terminate) your certificate; or
- The date we are told to cancel your certificate by law or regulation.

# **Reinstating your certificate**

You cannot reinstate (restart) your certificate if your certificate ends because you miss or fail to pay your contributions.





# The main people under your certificate

This section explains who are the main people under your certificate, what rights they have, and how they are treated.

# Who's covered under your certificate

This certificate covers you, as the person covered. We also state this in your takaful schedule.

### Age requirements for person covered

Age requirements apply for person covered, which are shown in the following table.

Person covered	Age when you can apply for cover	Age when cover ends
Certificate owner or person covered	Must be between 17 and 65 years old.	Cover ends at age 75.

Note: Age implies the age at the next birthday

# Certificate owner (you)

You (the certificate owner) own the certificate, and your details are shown in the takaful schedule or endorsement. You cannot change or transfer the ownership of this certificate to another person.

You may make changes to, or enforce any rights under, your certificate. If you make a change under your certificate, we will not check whether you have permission from anyone else to make that change.

You will receive all of the benefits under this certificate except for the death benefit which will be paid to your nominee.

You may nominate a person to receive the benefits payable upon your death under this certificate either as an executor or beneficiary. See page below for more details about nominees.

# Nominees

This is a person (or people) who will receive the death benefit under this certificate.

If you do not choose any nominees, the benefit will be paid to your estate.

Nominees cannot make changes to your certificate.

You have the following options for your nominees.

- You can appoint up to 2 nominees, and you may decide how much of the death benefit each nominee will receive.
- You can choose for them to receive the benefit as an executor (wasi) or as a beneficiary (under a conditional hibah).

You should regularly check if your nominees are still appropriate. You can change your nominees by telling us in writing.



15

## **Types of nominees**

When you choose your nominees, you classify them either as:

- an 'executor'; or
- a 'beneficiary'. A beneficiary will receive the benefits under a conditional hibah.

### Executor (wasi)

You can make someone an executor, and we will pay the takaful benefit to the executor. The executor must distribute the takaful benefits in accordance with your will and the applicable law.

## Beneficiary under a conditional hibah

You can make someone as a beneficiary under a conditional hibah (gift) and the takaful benefit will be paid to the beneficiary. That benefit will not form part of your estate.

### **Death benefit payment rules**

No living nominees	If you have not chosen a nominee, or if your sole nominee dies before you and is not replaced, we will pay the proceeds to your estate.
If a nominee dies before you	If there is more than one nominee and a particular nominee dies before you, we will pay the share of the deceased nominee to your estate unless you have made a subsequent nomination in place of the deceased nominee.
If a nominee dies before the benefits are paid	<ul> <li>If a nominee dies after you, and we haven't yet paid the takaful benefits to them, we will pay the takaful benefits to:</li> <li>your estate, if the nominee is an executor; or</li> <li>the estate of the deceased nominee, if the nominee is a beneficiary</li> </ul>
If you and sole nominee dies	under conditional hibah. If you and the sole nominee dies in the same incident and the official time of death is recorded as being the same time, we will decide how to distribute
	the proceeds of this certificate as if the older of the two people had died first.

# **Changing your nominees**

See page 12 (changing your nominees) for how to do this.





# Making a claim

# Need to make a claim? Read this section to find out what you need to do.

# How to claim

Call our Service Hotline at 1 300 13 7988 to make a claim.

# Tell us as soon as possible

We should be informed as soon as possible if a claim is to be made under this certificate.

To make sure we are able to assess your claim quickly, we ask that you call us, and let us know that you will be claiming under your certificate. Your claim forms do not have to be sent at this time.

### We're here for you

We understand that dealing with the illness or death of a loved one is difficult – claimant can always call our Service Hotline at 1 300 13 7988 for help with a claim.

# Filling-in your claim form

We will provide the forms that need to be filled-in to make a claim. Claims must be made on forms provided by us together with written supporting documents and any other information and documents that we ask for. We will not be able to process a claim until we receive this information and the filled-in claim form.

You or the claimant should make every effort to send your claim to us within 6 months of the critical illness or death being claimed for.

# We check the age and gender before paying

We will not pay any benefits under your certificate until we have checked that the age and gender of the persons covered matches the information you have given us.

# Costs of preparing your claim

We are not responsible for any of the costs of filling-in any form or getting any documents, such as death certificates or other certification. We will not pay for or reimburse you for any of these costs.



17

# How we pay your claim

We will pay the benefit based on the first event occurred.

## Currency

All amounts paid to us, or by us, will be paid in the currency shown in your takaful schedule. We will not pay any interest on any benefits under this certificate.

## Who we pay

We pay the benefits to:

- you, if you are diagnosed with a cancer or suffered stroke or heart attack including the diagnosed of heart or neurological disorder (if opted); or
- your nominees, if you die.





# Your contributions

This section explains your contributions and what happens when you miss paying a contribution.

# **Paying your contributions**

It is important to pay your contributions on time so your certificate stays active and you continue to be covered. We outline below how you can pay your contributions and what happens if you don't pay.

### Amount and due date

You takaful schedule shows the amount you need to pay and the due date for your contribution payments. You need to keep paying your contributions until the expiry date shown in the takaful schedule or until the certificate ends.

### **Payment frequency options**

You have the following payment frequency options.

- Yearly in one lump sum.
- Monthly instalments.

You can change your chosen frequency any time. See page 11 (changing your contribution payment method or frequency) for how to do this.

### **Payment method options**

You can pay your contributions by setting up recurring payment through your debit card or credit card.

You can change your chosen method any time. See page 11 (changing your contribution payment method or frequency) for how to do this.

### Contribution rates are not guaranteed

The contribution rates stated in your takaful schedule are not guaranteed. This means we can change the contribution rates by giving you 3 months' notice in writing. We will change the contribution rates on your next certificate anniversary after the 3 months' notice period.

# What happens if you don't pay on time

Your contributions are due on the due date. We give you a 60-day grace period after the due date to pay your contribution. Your certificate will continue if you pay your overdue contribution within this 60-day period. If we do not receive your contribution within this period, we will cancel your certificate.

If your certificate ends because you missed a contribution payment, your certificate will lapse, and you will receive a written notice or notification letter from us.



# What we do with your contribution

# Participants' Risk Fund (PRF)

We allocate your contributions, and all other contributions we receive from other certificate owners (the participants), less the Wakalah fee, into the participants' risk fund.

The monies we allocate into the participants' risk fund is considered to be tabarru', funds for the collective benefit of all participants. They are used to pay the benefits to claimants who are entitled to the benefits based on the concept of:

- solidarity of brotherhood and cooperation among the participants; and
- it is subject to the terms and conditions within this certificate.



## Tabarru' is a donation for the purpose of takaful.

We manage the participants' risk fund in accordance with the Shariah (Islamic law). We will avoid investing the assets of the participants' risk fund in securities and assets prohibited by the Shariah.

Any interpretations and decisions about the Shariah regarding your certificate will be made by our Shariah committee, and they are binding on us and you.

### Wakalah fee

We manage all FWD Big 3 Critical Illness certificates on behalf of you and the other participants on the basis of wakalah.

The contributions you pay for cover under your certificate is subject to a Wakalah fee. The exact percentage and amount of the Wakalah fee you pay is shown in your takaful schedule, or you may refer to the benefit illustration.

Wakalah is the appointment by one party of another to act on his behalf.

# If the participants' risk fund is in surplus

At the end of each financial year, we calculate if there is any surplus in the participants' risk fund. If there is, we will first pay back any Qard amounts granted to the participants' risk fund for past deficits. We will then share the remaining surplus on the following basis.

- 50% is distributed to us as a ju'alah (reward to the takaful operator).
- 50% is shared between the eligible participants in the participants' risk fund.



*Ju'alah* is the rewards to the takaful operator for the good performance of the participants' risk fund it will be managing.

20

# What we do with your share of the surplus

We will reduce your next contribution by that amount.

# If the participants' risk fund is in deficit

If the participants' risk fund is in deficit, we will grant it a Qard to remove the deficit. The Qard will be repaid from any future surplus amounts in the participants' risk fund.

We will be liable for any proven loss to the assets of the participants' risk fund if such loss is due to our mismanagement or negligence in managing the participants' risk fund.





# **Keeping it legal**

In this section, we explain the important legal rights and obligations under your certificate.

# **Governing law**

Your certificate is a takaful contract between you and us, and is governed by the laws of the Malaysia, including any circulars, directives or guidelines given by Bank Negara Malaysia.

The laws of Malaysia will prevail if there is any conflict between them and your certificate.

### Changes to your certificate to comply with the law

We have the power to make any changes to your certificate required to comply with the law. If we need to make a change, we will give you written notice.

# **Certificate language**

The terms of the contract signed by you (in English) will form the basis of your takaful contract with us.

# We rely on your information

## Read all parts of your certificate to make sure they are correct

This takaful certificate is based on the information you gave us during the application process. It is important that the information is correct, and you as the person covered were truthful and accurate with all the information you provided. This information helped us to decide if you as the person covered were eligible for the certificate, and how much you need to pay.

You should let us know immediately if the information you gave us during the application, was inaccurate, misleading, or exaggerated. You should also let us know immediately if the information you gave us changes after your certificate is active.

# You need to provide correct and complete information

You, as the person covered has:

- a duty of disclosure;
- a duty to take reasonable care not to make a misrepresentation; and
- a duty to take reasonable care when answering our questions, or when you confirm or amend any information you have given to us.

If you don't, we may dispute your claim, and your benefits under your certificate may be affected. In some cases we may cancel the certificate under the remedies provided in the Islamic Financial Services Act 2013. See page 22 (disputing payments) for more details.





# If we were given the wrong age and gender

If we discover that we were given the wrong age or gender, we will first work out the benefit amounts that your contributions would have bought if we had been given the correct age and gender when you applied. We will then calculate the difference and;

- if there are any excess, we will refund you the amount; or
- if the amount is insufficient, you will have to pay the difference to continue your coverage.

If you were not eligible for takaful cover at your correct age and gender, we can declare that the contract is void. If we do, we will cancel your certificate and treat it as having never existed. We will refund any contribution paid without interest, after taking off the distributed surplus (if any) and any benefits we have paid.

If you need to change your information, or if you have any questions, please call 1300 137988.

# **Disputing payments**

We can dispute the validity of your certificate in certain circumstances outlined Schedule 9 of the Islamic Financial Services Act 2013. If we do, we can declare that the contract is void and treat it as having never existed. You will not be entitled to any certificate benefits.

If you as a person covered:

- did not provide accurate and truthful information;
- gave us misleading or exaggerated information; or
- made any misrepresentation;

we can dispute any claim within the first two years of the certificate. The two years starts from the commencement date.

If you as a person covered:

- made a fraudulent statement on a material matter; or
- fraudulently suppressed or omitted a material fact;

within your application, we can dispute any payment at any time.

# **Material matters and facts**

A material matter or material fact is one that would have caused us to:

- refuse to issue the certificate to you; or
- ask you to agree to special terms on your certificate before we issue the certificate;

if you had told us about it.

### What we will do

- If we dispute your certificate, we will review your certificate and decide if we have any reason to declare it void. If we do, we will cancel it and treat it as having never existed.
  - We will refund the contributions paid without interest, after deducting any surplus distributed. If a benefit has been paid, we will recover that benefit.



# Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001

We may need to freeze or seize any monies received or payable under your certificate:

- at the order of the relevant authorities; or
- if we discover, or if we have reasonable suspicion that, you are sanctioned under any competent authorities recognized by us, for money laundering activities or activities relating to financing terrorism;

under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

If this happens, we will end your certificate and the cover under it immediately. We will deal with all contributions paid and all amounts payable under your certificate in any manner we deem fit, which may include handing it over to the relevant authorities.

# Notice under the Personal Data Protection Act 2010

This refers to the Notice to Customers Relating to the Personal Data Protection Act 2010 ('PDPA notice') attached to your certificate.

You agree to the content of the PDPA notice, as well as consent and authorise us to the collection, processing and sharing of all your personal data, such as:

- your full name;
- your identity card number;
- your address details; and
- your medical records;

as stated in the PDPA notice.

# Your right to ask for more information

You can ask from us to see, or correct, the personal data we hold. You can also ask from us for information about:

- our personal data protection policies and practices; and
- the kinds of data held by us.

You need to fill-in and send us a data access request form.

# Your right to ask us to stop using your personal data

You have the right to ask us to stop using the personal data under your certificate. If you do ask us to stop, we will:

- stop using your personal data, and destroy it (unless we are required to retain it by law);
- end the certificate; and
- deduct the amount for your period of cover and the administrative fee from any contribution you've paid and refund you the unused contribution;

as stated in the PDPA notice. To ask us to stop, you need to send us a request in writing.

# **Changes to the PDPA notice**

We may amend the PDPA notice at any time, and the changes will apply to you. If we do make a change, we will communicate the change on our website, or by any other method we choose.





# Medical definitions for covered critical illness

# The critical illnesses have a waiting period of 90 days. See page 10 (exclusions).

Cancer	Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.
	The following are not covered.
Heart attack	<ul> <li>All cancers which are histologically classified as any of the following:</li> <li>pre-malignant;</li> <li>non-invasive;</li> <li>carcinoma in situ;</li> <li>having borderline malignancy; or</li> <li>having malignant potential.</li> <li>All tumours of the prostate histologically classified as T1NOMO (TNM classification).</li> <li>All tumours of the thyroid histologically classified as T1NOMO (TNM classification).</li> <li>All tumours of the urinary bladder histologically classified as T1NOMO (TNM classification).</li> <li>All tumours of the urinary bladder histologically classified as T1NOMO (TNM classification).</li> <li>All tumours of the urinary bladder histologically classified as T1NOMO (TNM classification).</li> <li>All cancers in the presence of HIV.</li> <li>Any skin cancer other than malignant melanoma.</li> <li>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</li> </ul>
0	<ul> <li>A history of typical chest pain;</li> <li>New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and Elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or troponins recorded at the following levels or higher: - cardiac troponin T or cardiac troponin I &gt;/ = 0.5 ng/ml.</li> </ul>
	The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a medical practitioner who is a cardiologist or another relevant physician.
	The following are not covered.
	<ul> <li>Occurrence of an acute coronary syndrome including but not limited to unstable angina.</li> <li>A rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.</li> </ul>





 $\mathfrak{S}$ 

25

	Stroke	Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist.
		The condition must have lasted for a minimum period of 3 months.
		For the above definition, the following are not covered.
		<ul> <li>Transient ischemic attacks.</li> <li>Cerebral symptoms due to migraine.</li> <li>Traumatic injury to brain tissue or blood vessels.</li> <li>Vascular disease affecting the eye or optic nerve or vestibular functions.</li> </ul>
	Heart disorder and Neurologi	cal Disorder
	Amyotrophic lateral sclerosis	Unequivocal diagnosis by a medical practitioner who is a neurologist confirming well defined neurological deficit with persistent signs of involvement of the spinal nerve columns and the motor centres in the brain and with spastic weakness and atrophy of the muscles of the extremities. Claims shall only be admitted if the condition is confirmed by a medical practitioner who is a neurologist as progressive and resulting in irreversible damage to the nervous system.
	Brain aneurysm surgery (via craniotomy)	The actual undergoing of surgical repair of an intracranial aneurysm or surgical removal of an arteriovenous malformation via craniotomy. The surgical intervention must be certified to be absolutely necessary by a specialist in the relevant field.
	Brain aneurysm surgery (via endovascular procedure)	The actual undergoing of surgical repair of an intracranial aneurysm or surgical removal of an arteriovenous malformation via endovascular procedures. The surgical intervention must be certified to be absolutely necessary by a specialist in the relevant field.
	Cardiac defibrillator insertion	Insertion of a permanent cardiac defibrillator as a result of cardiac arrhythmia which cannot be treated via any other method. The surgical procedure must be certified to be absolutely necessary by a specialist in the relevant field. Cardiac defibrillator insertion in the presence of HIV infection is excluded.
	Cardiac pacemaker insertion	Insertion of a permanent cardiac pacemaker that is required as a result of serious cardiac arrhythmia which cannot be treated via other means. The insertion of the cardiac pacemaker must be certified to be absolutely necessary by a specialist in the relevant field.
		Cardiac pacemaker insertion in the presence of HIV infection is excluded.



FWD Big 3 Critical Illness

Carotid artery surgery	The actual undergoing of Endarterectomy of the carotid artery which has been necessitated as a result of at least 80% narrowing of the carotid artery as diagnosed by an arteriography or any other appropriate diagnostic test that is available.
	Endarterectomy of blood vessels other than the carotid artery are specifically excluded.
	Percutaneous carotid angioplasty is excluded.
Cavernous sinus thrombosis surgery	The actual undergoing of a surgical drainage for cavernous sinus thrombosis. The presence of Cavernous Sinus Thrombosis as well as the requirement for surgical intervention must be certified to be absolutely necessary by a specialist in the relevant field.
Cerebral shunt insertion	The actual undergoing of surgical implantation of a shunt from the ventricles of the brain to relieve raised pressure in the cerebrospinal fluid. The need of a shunt must be certified to be absolutely necessary by a specialist in the relevant field.
Coronary artery disease	The narrowing of the lumen of two coronary arteries by a minimum of 60%, as proven by coronary arteriography, regardless of whether any form of coronary artery surgery has been recommended or performed.
	Coronary arteries herein refer to right coronary artery, left main stem, left anterior descending and left circumflex, but not their branches.
	Note that any non-invasive method of determining coronary artery stenosis is not acceptable.
Early cardiomyopathy	The unequivocal diagnosis of cardiomyopathy which has resulted in the presence of permanent physical impairments to at least Class III of the New York Heart Association (NYHA) classification of Cardiac Impairment.
	The diagnosis must be confirmed by a specialist in the relevant field. Cardiomyopathy that is directly related to alcohol misuse is excluded.
	The NYHA Classification of Cardiac Impairment:
	Class I: No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.
	Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.
	Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
	Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
	Early cardiomyopathy in the presence of HIV infection is excluded.



 $\mathfrak{S}$ 

27

Increased pulmonary blood pressure	Primary or Secondary pulmonary hypertension with established right ventricular hypertrophy leading to the presence of permanent physical impairment of at least Class III of the New York Heart Association (NYHA) Classification of Cardiac Impairment.
	The diagnosis must be established by cardiac catheterisation by a specialist in the relevant field.
Keyhole coronary bypass surgery or Coronary artery atherectomy or Myocardial laser revascularisation or Enhanced external counter pulsation	The actual undergoing for the first time for the correction of the narrowing or blockage of one (1) or more coronary arteries via "Keyhole" surgery, Atherectomy, Myocardial laser revascularisation or Enhanced external counterpulsation. All other surgical procedures will be excluded from this benefit.
Large asymptomatic aortic aneurysm	Asymptomatic abdominal or thoracic aortic aneurysm or dissection greater than 55mm in diameter as evidenced by appropriate imaging technique, and confirmed by a specialist in the relevant field.
Minor bacterial meningitis	<ul> <li>Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord which requires hospitalisation.</li> <li>The diagnosis must be confirmed by;</li> <li>The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and</li> <li>A consultant neurologist.</li> <li>Bacterial Meningitis in the presence of HIV infection is excluded.</li> </ul>
Minimally invasive surgery to aorta	The actual undergoing of surgery via minimally invasive or intra-arterial techniques to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta, as evidenced by a cardiac echocardiogram and confirmed by a specialist in the relevant field. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.
Pericardiectomy	The undergoing of a pericardiectomy or undergoing of any surgical procedure requiring keyhole cardiac surgery as a result of pericardial disease. Both these surgical procedures must be certified to be absolutely necessary by a consultant cardiologist. Pericardiectomy in the presence of HIV infection is excluded.
Percutaneous valvuloplasty, Valvotomy, Percutaneous valve replacement or Device repair	The actual undergoing of Valvotomy or Valvuloplasty or percutaneous valve replacement necessitated by damage of the heart valve as confirmed by a specialist in the relevant field and established by a cardiac echocardiogram. The procedure should be performed totally via intravascular catheter based techniques. Any procedure on heart valves that involves opening or entering the chest by any thoracotomy incision is excluded.
	pressure          Keyhole coronary bypass         surgery or Coronary artery         atherectomy or Myocardial         laser revascularisation or         Enhanced external counter         pulsation         Large asymptomatic aortic         aneurysm         Minor bacterial meningitis         Minimally invasive surgery         to aorta         Pericardiectomy         Percutaneous         valvuloplasty, Valvotomy,         Percutaneous valve         replacement or Device



 $\mathfrak{S}$ 

28

Polio induced muscle weakness	Unequivocal diagnosis of infection with the poliovirus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. In respect of this definition, claims shall only be admitted if poliomyelitis causes neurological deficit resulting in paralysis in limbs that is permanent.
	The unequivocal diagnosis must be made by a specialist in the relevant medical field.
Primary lateral sclerosis	A progressive degenerative disorder of the motor neurons of the cerebral cortex resulting in widespread weakness on an upper motor neuron basis. Clinically it is characterized by progressive spastic weakness of the limbs, preceded or followed by spastic dysarthria and dysphagia, indicating combined involvement of the corticospinal and corticobulbar tracts. The unequivocal diagnosis must be made by a neurologist and confirmed by appropriate neuromuscular testing such as electromyogram (EMG).
	The condition must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living. These conditions have to be medically documented for at least three (3) consecutive months.
Progressive supranuclear palsy	A degenerative neurological disease characterized by supranuclear gaze paresis, pseudobulbar palsy, axial rigidity and dementia. The unequivocal diagnosis of progressive supranuclear palsy must be confirmed by a medical practitioner who is a neurologist.
	The condition must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living. These conditions have to be medically documented for at least three (3) consecutive months.
Severe progressive bulbar palsy	Neurological disorder with paralysis in the head region, difficulties in chewing and swallowing, problems in speaking, persistent signs of involvement of the spinal nerves and the motor centres in the brain and spastic weakness and atrophy of the muscles of the extremities. The disease must be unequivocally diagnosed by a medical practitioner who is a neurologist. The condition must result in the permanent inability to perform, without assistance, at least three (3) of the six (6) Activities of Daily Living. These conditions have to be medically documented for at least three (3) consecutive months.



# Important words and phrases

The list below explains the meanings of important words and phrases shown in your certificate.

Activities of daily living	<ul> <li>Transfer: The ability to get in and out of a chair without requiring physical assistance;</li> <li>Mobility: The ability to move from room to room without requiring physical assistance;</li> <li>Continence: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;</li> <li>Dressing: The ability to put on and take off all necessary items of clothing without requiring the assistance of another person;</li> <li>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; and</li> <li>Eating: All tasks of getting food into the body once it has been prepared.</li> </ul>
Certificate	<ul> <li>All of the documents listed below.</li> <li>Your takaful schedule;</li> <li>This takaful certificate;</li> <li>Your certificate information statement;</li> <li>Your benefit illustration and product disclosure sheet;</li> <li>Your application form and any documents you provided with; and</li> <li>Any endorsement to your certificate.</li> </ul>
Certificate anniversary	A 12-month period counted from the issue date.
Certificate expiry date	The date that your certificate ends. The expiry date is shown in your takaful schedule.
Certificate owner, you, your	The person who owns this certificate. Your details are shown in the takaful schedule or endorsement.
Commencement date	The date cover starts under your certificate. This date is shown in your certificate schedule.
Cover expiry age	The age when cover ends for a person covered.
Endorsement	An extra document attached to your certificate that outlines any adjustments that we make to your certificate.
Issue date	The date the first contribution is due and the date your certificate starts. This date is shown in your takaful schedule.





?

30

Medical practitioner	A person who has a medical degree and is licensed or registered in Malaysia to practise western medicine.
	A medical practitioner cannot be any of the following people unless we agree in writing.
	<ul> <li>Certificate owner.</li> <li>A person covered.</li> <li>Spouse or relative of a person covered.</li> </ul>
Participants' Risk Fund	The fund we operate in accordance with the principles of Shariah for the collective benefit of all participants.
Person covered	The person (or persons) covered by this certificate and shown on the takaful schedule.
Shariah	Mean Islamic law.
	Any interpretations and decisions about Shariah regarding your certificate will be made by our Shariah committee, and they are binding on us and you.
Shariah committee	The committee formed by us to make sure that our takaful business complies with the Shariah.
Sum covered	The amount you or the nominees will receive if benefits are paid. The sum covered is shown in the takaful schedule.
Takaful schedule	The document attached to your certificate. It shows important information about your certificate, including the following.
	<ul> <li>Certificate number.</li> <li>Details of certificate owner and persons covered.</li> <li>Your contribution details.</li> </ul>
	The benefits of your certificate.
We, us, our	FWD Takaful Berhad.

