



**FWD Protect Direct**  
**MY Certificate**

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**FWD**  
takaful

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# About your certificate

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

## Your FWD Protect Direct certificate

This is a family takaful plan managed by FWD Takaful Berhad. We manage your contribution and our takaful operations based on the 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 Protect Direct 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.
- Your Product Disclosure Sheet.
- Your application form and any documents you provided with it.
- 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 24 (important words and phrases). Please refer to this section when you need to.

Certificate	Issue date	Shariah committee
Certificate anniversary	Owner, or certificate owner	Sum covered
Certificate expiry date	Participants' risk fund	Takaful schedule
Commencement date	Person covered	We, our and us
Cover expiry age	Shariah	You, and your
Endorsement		

## If you have 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

#### Death benefit

The death benefit will be paid to the nominees as 100% of the sum covered in one lump sum.

#### Nomination

You can choose one or more nominee for the death benefit. This is a person (or people) 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 12 (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 you and the person covered to provide proof of age. You may do so 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 Protect Direct certificate is not a savings or investment product. You will not receive any money from this certificate other than from the death benefits.

### Surrender

If you surrender your certificate:

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

In addition, any changes to your health or circumstances in the future may make it difficult or more costly, for you 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 death benefit. See page 7 (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.

- On page 16 (when we will not pay any benefit), we set out the general exclusions that apply to your certificate.

### How to resolve a concern or complain

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 Service Hotline at **1 300 13 7988**.

The consultant may be able to resolve your concern.

(Monday to Friday: 9am-6pm, excluding weekends and public holidays.)

The consultant or manager will try to resolve your complaint as soon as possible.





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**Step 2 – Call or write to our Complaints Unit**

If you feel that your complaint has not been resolved, you can write to:

FWD Complaints Unit  
Level 29 Menara Shell  
211 Jalan Tun Sambanthan  
Brickfields 50470 Kuala Lumpur  
Toll Free : 1300 13 7988  
Tel: 03-2771 7888  
Fax: 03-2710 7800  
E-mail: [contact.my@fwd.com](mailto:contact.my@fwd.com)

We will respond to your complaint within 3 working days of us receiving it.

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**Step 3 – Seek an external review from the OFS**

If we cannot resolve your complaint, 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](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

The sum involved in the dispute must be within the jurisdiction of the Ombudsman.

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**Step 4 – Seek an external review from BNMLINK or BNMTELELINK**

If we cannot resolve your complaint, or if the OFS cannot resolve your complaint, you can also choose to lodge a complaint with the Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat (BNMLINK or 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](mailto:bnmtelelink@bnm.gov.my)  
SMS: 15888

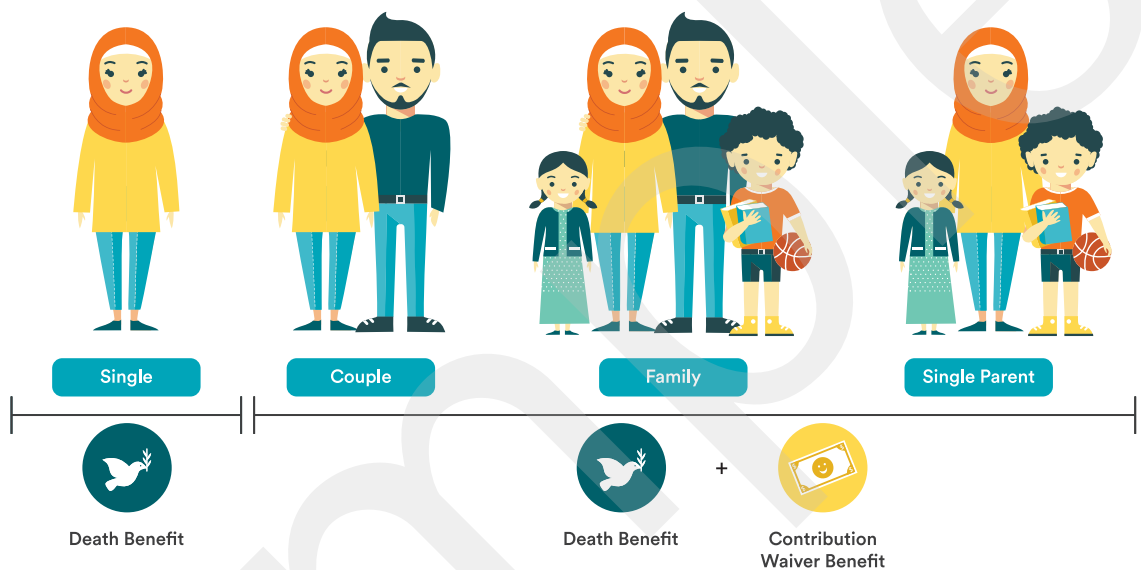
Operating Hours: 9.00 a.m. - 5.00 p.m. (Monday - Friday)



# Quick summary of your benefits

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 6 (what you're covered for).

## Your benefits at a glance



## When we won't pay

We won't pay any benefit if any of the following happen.

- Your certificate has ended. See page 11 (when your certificate ends).
- An exclusion applies. See page 16 (when we will not pay any benefit).



# 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 16 (when we will not pay any benefit).

## Summary of your certificate benefits



Death Benefit

We pay 100% of the sum covered if the person covered dies during the certificate term.



Contribution Waiver Benefit

We will waive all contributions that are due to be paid from the date of your death (the certificate owner) if you still have spouse and/or child covered under this certificate.

## Death benefit

We will pay the 100% of the sum covered if the person covered dies.

### How much we will pay

We will pay 100% of the sum covered.

### When we won't pay

We won't pay any benefit if any of the following happen.

- Your certificate has ended. See page 11 (when your certificate ends).
- An exclusion applies. See page 16 (when we will not pay any benefit).

## Contribution waiver benefit

We will waive all contributions that are due to be paid from the date of your death (the certificate owner). We will automatically apply the contribution waiver benefit when we pay the death benefit.

### How much we will pay

We will waive all contributions from the date of the death, until your certificate ends.  
We will not pay any cash amount under this benefit.

### When we won't pay

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

- Your certificate has ended. See page 11 (when your certificate ends).
- An exclusion applies. See page 16 (when we will not pay any benefit).





# Starting, changing, or ending your certificate

This section explains when your certificate starts and ends, and how to make changes to your certificate. We also outline when you can reinstate your certificate after it has ended.

## 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 12-month period counted from the issue date. If we need to count a year or month under your certificate, we start from the issue date.

## Changes to your certificate

You can ask us to make the following changes to your certificate, and we will make the changes by providing an official written 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 death benefit

You can change your address, contact details, the certificate owner or who you have chosen to receive the death benefit.

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

#### How much we will pay

- Contact us
- 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 the certificate owner to the person covered

#### At the request of the certificate owner

You (the certificate owner) can change the certificate owner to the person covered (if they are 16 years or older) by asking us in writing.

#### On the death of the certificate owner

The person covered can apply (if they are 16 years or older) to become the certificate owner if the certificate owner dies

### Changing the certificate owner due to divorce

You can choose to change the certificate owner to your spouse (and cancel your own cover) if:

- You and your spouse are covered under your certificate;
- You become divorced after your certificate starts; and You will no longer be a person covered under the certificate when the change is made.

We need to approve the change, and the amount of the contributions will reduce if we approve.

#### What you need to do

- Contact us.
- Provide us with the required form and proof of your divorce.

#### What we will do

- Review your request and the information you provide.
- Make the change by removing you and adding person covered as new certificate owner (if we agree to the change).
- Tell the new certificate owner what are their new contributions are, and when they are due.

### Continuation of certificate

The new certificate owner is responsible for all contribution payments from the date we approve the transfer of ownership.

### Changing your contribution payment method or frequency

You can change:

- How often you pay your contributions (your contribution payment frequency); or
- The method of paying your contributions; by telling us in writing.

#### What you need to do

- Contact us.
- 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.

### Adding a new child as a person covered

You can add your child born after the certificate starts by applying to us within 3 months of them turning 1 month old. You can do this until you have two children covered under your certificate.

### Adding a new child as a person covered



We need to approve the change, and you will need to pay additional contributions if we approve.

You cannot add any child who was born before your certificate starts (unless they were covered from the start).

#### What you need to do

- Contact us within 3 months of your child turning 1 month old.
- Provide a completed medical form, and any other information we ask for.
- Pay any additional contributions that apply after the change.

#### What we will do

- Review your request and the information you provide.
- Make the change, if we agree to the change.
- Tell you what your new contributions are, and when they are due.

### 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

- Contact us.
- Provide us with the required 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
- an administrative fee;

and then refund you what is left.

### Amounts under RM 10

- Amounts under or equivalent to RM10 are donated to charity if we do not have your bank account details.
- If your refund amount is more than RM10 and we do not have your banking details then we will transfer the monies to Registrar of Unclaimed Moneys.

### No reinstatement after cancelling

You will not be able to reinstate (restart) your certificate after you cancel it.



**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.**

#### What you need to do

- Contact us.

#### What we will do

- Review your request and cancel your certificate.
- We will deduct the amount for your period of cover and the administrative fee, and refund you what is left.

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## When your certificate ends

Your certificate ends on the earliest of the following dates.

- 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.
- The date when there are no persons covered because they have all reached the cover expiry age.
- The date we are told to cancel your certificate by law or regulation.
- The date when we have paid all benefits under this certificate.

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## Reinstating your certificate

If your certificate ends because your contributions weren't paid, you can reinstate (restart) it within two years of it ending if we agree. You cannot reinstate your certificate for any other reason.

### What you need to do

- Contact us.
- Provide a completed service request form. You need to select the reinstatement service option.
- Pay us all contributions due and the administrative fees, if any.
- Confirm that the health of all people to be covered still qualifies for cover (by answering the questions in the service request form).

### What we will do

- We will review your application, and if we are satisfied that you have met our requirements, we will reinstate (restart) your certificate.
- If we reinstate your certificate, your cover will restart from the date we tell you.



**You will not be covered for any event that took place before your certificate restarts.**



**You can download any forms from our website [fwd.com.my](http://fwd.com.my) or by calling 1300 13 7988.**



# The main people under your certificate

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

## Who's covered under your certificate

Your certificate covers all of the people named as persons covered on your current takaful schedule.

## Persons covered

These are the people who are covered by your certificate. Only the following people can be persons covered.

- You (the certificate owner).
- Your spouse. Your spouse can only be covered from the start of your certificate.
- Your children. You can cover up to two children under your certificate.

A person covered (other than the certificate owner) cannot make changes to your certificate.

## Age requirements for persons covered

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

Person covered	Age when you can apply for cover	Age when cover ends
Certificate owner	Must be between 17 and 60 years old.	Cover ends at age 80.
Your spouse	Must be between 17 and 60 years old.	Cover ends at age 80.
Your children	Must be between 1 month old and 20 years old.	Cover ends at age 25.

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 are the only person who 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 also receive all of the benefits under the certificate, except for:

- the contribution waiver benefit, which is a waiver of all contributions due after you die.

You may nominate a person to receive the benefits payable upon your death under this certificate either as an executor or beneficiary. See page 14 (nominees) for more details:

### You must have a permissible takaful interest in the person covered

- when the certificate starts;
- at all times when the certificate is in place; and
- when a benefit is payable for a person covered.

### You have a permissible takaful interest in the person covered if:

- the person covered is your spouse or your child;
- the person covered is less than 18 years old and your legal ward; or
- The person covered is dependent (in whole or part) on you for maintenance or education when the certificate started.

### If you do not have a permissible takaful interest

If we become aware that you do not have the required permissible takaful interest in a person covered we must follow the guidelines of Bank Negara Malaysia. This may mean that we may pay you an amount of money specified by Bank Negara Malaysia, and when we make that payment, your certificate will be deemed to be terminated.

### No assignment of benefits

You cannot assign the benefits under your certificate to someone else as collateral for financing or a loan.

### Change the certificate ownership due to lack of discretion and independent judgement

Your certificate ownership can be changed in the following situation.

- You are not able to exercise proper judgment regarding your certificate. We may require additional documentation from the courts or appropriate authorities if this happens.



### Certificate ownership if you die

If you own an 'Individual plan', the certificate will terminate when you die.

If you have sign-up to other plan, we will automatically transfer the ownership of the certificate when you die, according to the rules below. The certificate will continue to provide cover to the remaining persons covered.

The rules for certificate ownership when you die are different:

#### If you and your spouse are persons covered, and your children are also covered...

...and your spouse is alive	<b>then</b>	your spouse becomes the certificate owner.
...and your spouse is not alive	<b>then</b>	the certificate continues without a certificate owner. It is known as an <b>orphaned certificate</b> .

#### If only you are covered (you do not have a spouse or your spouse is not covered), but your children are covered...

**then** the certificate continues without a certificate owner. It is known as an **orphaned certificate**.

We will provide a certificate endorsement confirming the transfer of certificate ownership.

### Orphaned certificates

If there is no certificate owner, but there are still persons covered, your FWD Protect Direct certificate will keep providing cover for those persons covered. We will continue your certificate as an **orphaned certificate**.

This can happen if:

- both you and your spouse die (if you were both covered); or
- you die (and you do not have a spouse or your spouse is not covered); and
- your children are still persons covered.

We pay the benefits for persons covered to the certificate nominees under an orphaned certificate.

### Nominees

This is a person (or people) who will receive the death benefit under this certificate if there is no spouse (or no surviving covered spouse). We only pay the benefits to the nominees if there is no surviving covered spouse.

If you do not choose nominees, you or your estate will be the nominee.

Nominees cannot make changes to your certificate.



**If you and your spouse are covered under this certificate, the death benefits will be paid to the surviving spouse as a beneficiary.**

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.



## 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 of your estate. 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 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 (or your covered spouse) and is not replaced, we will pay the proceeds to your (or your covered spouse's) 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

If a nominee dies after you, and we haven't yet paid the takaful benefits to them, we will pay the takaful benefits to:

- your estate, if the nominee is an executor; or
- the estate of the deceased nominee, if the nominee is a beneficiary under conditional hibah.

### If the surviving covered spouse and sole nominee die

If the surviving covered spouse and the sole nominee die 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

Only you (the certificate owner) can change your nominees. See page 9 (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.

#### Type of claim

Death benefit

Contribution waiver

#### When to tell us

Tell us immediately.

Tell us immediately.

Your claim won't be affected if there were good reasons why you couldn't send us your claim on time.

### We're here for you

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

## When we will not pay any benefit

This certificate has certain exclusions, meaning situations where we won't pay a benefit. We list below the exclusions that apply to the benefits under your certificate.

We may also apply specific exclusions to your certificate when we offer to issue your certificate. If any specific exclusions apply, we will record the details in a certificate endorsement.

#### Suicide or self-inflicted act

We will not pay any benefit under this certificate if the claim arises from suicide, attempted suicide or an intentional self-inflicted act by a person covered within one year from:

- the start of your certificate, or the date we last reinstated your certificate

This applies regardless of the mental state of the person covered. If this happens upon the certificate owner's death, the certificate will continue. The contribution waiver benefit will not apply.



### Unlawful acts

We will not pay any benefit under this certificate if the claim arises because you or a person covered wilfully participated in an unlawful act, or unlawful failure to act.

### War

We will not pay any benefit under this certificate if the claim is a result of an act of war (whether declared or not), coup, revolution, riot, or any similar event.

## 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 should make every effort to send your claim to us within 6 months of the death being claimed for, as it is difficult to assess claims after this period.

## 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 we have been given by you.

## 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.

## How we pay your claim

### 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 death benefit to:

- you, if your spouse (if your spouse is covered under your certificate) or children dies;
- your spouse (if covered), if you die; or
- your nominees.

## Your contribution

Your total contribution will be reduced accordingly if there is any claim from your certificate.



# Your contributions

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

## Paying your contribution

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

### Amount and due date

Your current takaful schedule shows the amount you need to pay and the due date for your contribution payments.

### Payment frequency options

You have the following payment frequency options.

- Yearly in one lump sum.
- By monthly instalments.

You can change your chosen method any time. See page 8 (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.

### 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.





## 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.

### First contribution

Your first contribution is due on the commencement date.

### Yearly or monthly contributions

Due at the frequency you choose. You need to keep paying your contributions until the expiry date shown in the takaful schedule or until the certificate ends.

### If you miss contribution payment

We give you a 60-day grace period after the due date to pay your contribution.

Your certificate ends from the date the contribution was due if we do not receive your contribution within this period.

If your certificate ends because you missed a contribution payment, you can apply to reinstate (restart) it. See page 11 (reinstating your certificate) for more details.

## What we do with your contributions

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

The monies we pay 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 solidarity of brotherhood and cooperation among the participants; and
- subject to the terms and conditions within this certificate.

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



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

### The participant risk fund is managed according to the Shariah

We manage the participants' risk fund in accordance with the Shariah (Islamic law).

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 Protect Direct 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.



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



### If the participant 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 participants in the Participants' Risk Fund.

### What we do with your share of the surplus

We will reduce your next contribution by that amount.



***Qard* is an interest-free loan that we grant to the participant risk fund if it is in deficit.**



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

### If the participant 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.

## 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 and the persons covered were truthful and accurate with all of the information you provided. This information helped us to decide if you and the persons covered were eligible for the certificate, and how much you need to pay.

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

### You need to provide correct and complete information

You and the persons covered have:

- 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 or the person covered 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 for you or another person covered, 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 adjust the amount of the benefit to reflect this new benefit amount.

If you or the person covered were not eligible for takaful cover at their 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 any benefits we have paid.



**If you need to change your information, or if you have any questions, please call 1 300 13 7988.**

### 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 or 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, and it restarts from the date your certificate is reinstated.

If you or 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 or a person covered 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 amount owed. 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 recognised 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 and the persons covered 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, and the full names of the persons covered;
- 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 or the persons covered can ask us to see, or correct, the personal data we hold. You or the persons covered can also ask 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 or the persons covered have the right to ask us to stop using the personal data under your certificate. If you (or they) 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 what is left.

To ask us to stop, you or the person covered 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 and the persons covered. If we do make a change, we will communicate the change on our website, or by any other method we choose.



# Important words and phrases

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

<b>Certificate</b>	<p>All of the documents listed below.</p> <ul style="list-style-type: none"> <li>– Your takaful schedule.</li> <li>– This takaful certificate.</li> <li>– Your certificate information statement.</li> <li>– The Product Disclosure Sheet</li> <li>– Your application form and any documents you provided with.</li> <li>– Any endorsement to your certificate.</li> </ul>
<b>Certificate anniversary</b>	A 12-month period counted from the issue date.
<b>Certificate expiry date</b>	The date that your certificate ends. The expiry date is shown in your takaful schedule.
<b>Commencement date</b>	The date cover starts under your certificate. This date is shown in your certificate schedule.
<b>Cover expiry age</b>	The age when cover ends for a person covered.
<b>Endorsement</b>	An extra document attached to your certificate that outlines any adjustments that we make to your certificate.
<b>Issue date</b>	The date the first contribution is due and the date your certificate starts. This date is shown in your takaful schedule.
<b>Owner, or certificate owner</b>	You, the person who owns this certificate. Your details are shown in the takaful schedule or endorsement. We also use the term 'you', or 'your' in this certificate.
<b>Participants' Risk Fund</b>	The fund we operate in accordance with the principles of Shariah for the collective benefit of all participants.
<b>Person covered</b>	The person (or persons) covered by this certificate and shown on the takaful schedule.
<b>Shariah</b>	<p>Means Islamic law.</p> <p>Any interpretations and decisions about Shariah regarding your certificate will be made by our Shariah committee, and they are binding on us and you.</p>
<b>Shariah committee</b>	The committee formed by us to make sure that our takaful business complies with the Shariah.
<b>Sum covered</b>	<p>The amount you or the nominees will receive if benefits are paid.</p> <p>The sum covered is shown in the takaful schedule.</p>





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**Takaful schedule**

The document attached to your certificate. It shows important information about your certificate, including the following.

- Certificate number.
- Details of certificate owner and persons covered.
- Your contribution details.
- The benefits of your certificate

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**We, us, and our**

FWD Takaful Berhad

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**You, and your**

The certificate owner. Your details are shown in the certificate schedule.

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