

<b>Takaful Operator</b>	<b>: AmMetLife Takaful Berhad (Co. No. 201101002936 (931074-V))</b>
<b>Certificate</b>	<b>: BIMA Life</b>
<b>Master Certificate Holder</b>	<b>: Milvik Malaysia Sdn Bhd (Co. No. 1287372-W) (known as “BIMA”)</b>
<b>Participant</b>	<b>: The person covered under this Certificate.</b>

### **IMPORTANT ACKNOWLEDGMENTS**

- A. This Certificate is issued by the Takaful Operator to BIMA as the Master Certificate Holder of a group term takaful Certificate scheme to provide individual Takaful Cover to eligible persons who apply for a takaful plan option as set out in this Certificate and pay the relevant Contribution via the mobile phone bill with the Mobile Operator, credit card, debit card, saving accounts or e-wallets.
- B. In consideration of the Contribution received or to be received, the Takaful Operator shall provide Takaful Cover to the Participant and pay the claims for the selected takaful plan option subject to the terms and conditions of this Certificate. Neither the payment service provider nor BIMA are liable for paying any claims for Takaful Cover in connection with this Certificate.
- C. BIMA shall administer this Certificate as a Master Certificate Holder and agent of the Takaful Operator by:
  - (i) collating the Personal Data of the eligible persons applying for Takaful Cover and providing the same to the Takaful Operator on an agreed periodic basis;
  - (ii) collecting the Contribution payable and forwarding the same to the Takaful Operator net of Commission;
  - (iii) attending to any cancellation of the Takaful Cover by Participant and refund of Contribution; and
  - (iv) managing claims and customer service related to this Certificate as authorised by the Takaful Operator.

The terms and conditions of this Certificate is available at [www.bima.com.my](http://www.bima.com.my) or such other website as may be notified by BIMA from time to time.

For questions and claims related to this Certificate, the Participant may contact **BIMA’s customer service** by email: <mailto:info@bima.com.my> or hotline: 03 20225555. For complaints or if the Participant is not satisfied with the decision that has been made regarding their complaint, the Participant can email [complaints@bima.com.my](mailto:complaints@bima.com.my) or contact **BIMA’s customer service** hotline (03 20225555) and ask for the Operations Manager.

### **CERTIFICATE DETAILS**

This group term takaful Certificate provides a lump sum payment as a Death Benefit in the event of Accidental death and Non-Accidental death of the Participant to the Nominee named by the Participant or the person who entitled through the Participant. The Takaful Cover provided by the Takaful Operator is subject to, and will be administered in accordance with the laws of Malaysia.

#### **1. ELIGIBILITY**

Any person is eligible to apply for Takaful Cover under this Certificate if that person is:

- a) who has participated in marketing campaigns organised by BIMA and/or affiliates or partners and consented to receive tele-marketing calls from BIMA;
- b) an individual who holds a valid credit card, debit card, saving accounts, e-wallet or mobile phone number registered with the Mobile Operator; and

- c) Age of at least 18, but no older than 50 years (nearest birthday) on the date of registration for a takaful plan option (“**Subscription Date**”).

## **2. SHARIAH CONCEPT**

This Scheme applies the following Shariah concepts:

### **2.1 Wakalah**

- a) Master Certificate Holder appoints Takaful Operator to act on the behalf of all Participants to invest and manage the Participants Risk Fund (PRF). In managing and investing the fund, Takaful Operator are entitled to a Wakalah fee.
- b) Representative appointed by Takaful Operator to collect the Contribution from Master Certificate Holder is entitled to receive commission from Takaful Operator based on the Contribution paid.

### **2.2 Tabarru’**

- a) Total Contribution after Wakalah fee deduction will be considered as the Tabarru’ amount and will be credited into the PRF from which the Takaful Cover payable will be paid out.

### **2.3 Qardh**

- a) An interest free financing from Takaful Operator in the event that the PRF is in deficit.

## **3. TAKAFUL EFFECTIVE DATE**

- 3.1 Takaful Cover under the selected plan option will become effective on the 1<sup>st</sup> day of the month following the month of the Subscription Date, provided a partial Contribution has been paid (“Takaful Effective Date”) as confirmed by BIMA.
- 3.2 If no partial Contribution has been paid during the month of the Subscription Date, the Takaful Effective Date will be delayed until the 1<sup>st</sup> day of the month following the month when partial Contribution has been paid as confirmed by BIMA.
- 3.3 After registration, the Participant will automatically receive a monthly Takaful Cover, provided partial Contribution has been paid as confirmed by BIMA, until termination or cancellation of the Takaful Cover in accordance with Clause 14.
- 3.4 Following a termination or cancellation, if the Participant re-registers for Takaful Cover again for any reason, the Participant’s Takaful Cover will be subject to such terms as may be notified by BIMA including a new Takaful Effective Date.

## **4. FREE LOOK PERIOD**

The Takaful Cover under this Certificate may be cancelled by the Participant within fifteen (15) days, or as otherwise specified by Bank Negara Malaysia from the date of receipt of this Certificate terms and conditions (“free look period”). The Takaful Cover may be cancelled by contacting BIMA’s customer service. If the Takaful Cover is cancelled within the free-look period, any partial Contribution paid will be refunded and no Takaful Cover will be provided under this Certificate.

## **5. SUBSCRIPTION**

The eligible person must provide the following information to be a Participant at registration:

- a) full name as per NRIC or passport;
- b) a valid mobile number registered with the Mobile Operator;
- c) NRIC (national identity number) or passport number;
- d) date of birth;
- e) plan option selected; and
- f) Declaration of Good Health.

## 6. PLAN OPTIONS

a) The available plan options are as follows:

	BIMA 5	BIMA 10	BIMA 15	BIMA 25
<b>Death benefit</b>	<b>RM20,000</b>	<b>RM40,000</b>	<b>RM60,000</b>	<b>RM100,000</b>
Contribution per month	RM5.00	RM10.00	RM15.00	RM25.00

The above table shows the types of Sum Covered or Death benefit for each plan option provided Contribution per month is paid in full. If only a partial Contribution is paid prior to the Takaful Effective Date, the Sum Covered or Death benefit for the Takaful Cover will be in proportion to the amount of Contribution paid. If no Contribution is paid in a particular month, there will be no coverage provided in the following month.

b) Example – partial Contribution paid

The Participant selected BIMA 5, where Contribution is RM5.00 per month.

Partial Contribution of RM2.50 (50% of the full Contribution of RM5.00) is paid after Subscription Date. This will provide Takaful Cover of RM10,000 (50% of the Death benefit of RM20,000) in the following month from the Takaful Effective Date.

c) Example – No Contribution paid

In the event that no partial Contribution for the relevant plan option is paid in a month of the Subscription Date, the Sum Covered provided will be RM 0 and the Takaful Cover is not yet in effect. See Clause 6(b) above.

d) Unless the Takaful Cover is terminated or cancelled in accordance with Clause 14, the plan option selected will still continue until partial Contribution is paid or until it is treated as lapsed, in accordance with Clause 13.

## 7. PAYMENT METHODS

7.1 For Participant who is a prepaid subscriber of the Mobile Operator, the Contribution payment will be deducted from the Participant's mobile phone airtime balance in accordance with the payment plan selected at the point of registration. The Participant can select a daily, weekly or monthly payment plan. The number of instalments will be as follows:

Payment Plan	Daily	Weekly	Monthly
Number of times of deductions each month from the Insured Person's mobile phone airtime balance	20	4	1

7.2 For Participant paying through any other payment channel (ie postpaid bill, credit card, debit card, saving accounts or e-wallet), the Contribution payment will be collected monthly by BIMA.

7.3 Payment of Contributions payable shall be collected by BIMA via the payment service provider's billing and transferred to the Takaful Operator after deduction of Commission to pay for the Takaful Cover of the Participants.

## **8. WAITING PERIOD**

8.1 Coverage for Non-Accidental death will only starts after thirty (30) days from the Takaful Effective Date. However for Accidental death, the coverage will commence immediately from the Takaful Effective Date.

8.2 This shall not be applicable for renewal of Takaful Cover for the Participant.

8.3 In the event that the Takaful Cover has been lapsed or terminated, the Waiting Period shall be apply again from the Reinstatement Date.

## **9. EXCLUSION**

9.1 Death as result of Non-Accidental causes within thirty (30) of Waiting Period. Upon such event, no benefit will be payable.

## **10. NOMINATION VIA HIBAH**

10.1 The Participant may nominate one or more individual persons (“**Nominee**”) who will receive the Death benefit upon the death of the Participant as a beneficiary (“**Hibah Beneficiary**”). The Participant may change the Nominee at any time by contacting BIMA’s customer service.

10.2 The Nominee is not responsible to make any payment for the Takaful Cover of the Participant under this Certificate.

10.3 The following information regarding each Nominee is required for an eligible nomination:

- a) full name as per NRIC or passport;
- b) NRIC (national identity number) or passport number;
- c) Contact number and residential and mailing address;
- d) Occupation of Nominee;
- e) Nominee’s relationship with the Participant; and
- f) share of claims benefit to be allocated to the Nominee (if there are multiple Nominees).

10.4 When registered, BIMA is authorized by the Participant to contact the designated Nominees and inform them of the Participant’s Takaful Cover.

10.5 If the Participant did not nominate any Nominee to receive the Death benefit upon the death of the Participant, the Death benefit shall be paid to the claimant who is the:

- a) lawful executor or administrator of the Participant’s estate; or
- b) where the Takaful Operator is satisfied that there is no lawful executor or administrator of the Participant’s estate, the benefit shall be paid to a Proper Claimant in accordance to Islamic Financial Service Act 2013.

10.6 Any Death benefit paid out to the Nominee nominated by the Participant, shall discharge BIMA and the Takaful Operator from all their liability under this Certificate. The Participant further irrevocably indemnify BIMA and the Takaful Operator against any claims that may be made against BIMA or the Takaful Operator for the payment of the Death benefit to the Nominee as instructed by the Participant and this indemnity shall remain binding upon the estate and legal personal representatives of the Participant.

Any Death benefit is paid out to the persons in accordance with this Clause 10.5, shall discharge BIMA and the Takaful Operator from all their liability under this Certificate notwithstanding the absence or invalidity of or any defect in the grant of probate or letters of administration or distribution order or any other document having the same effect.

## **11. CLAIMS CO-OPERATION**

11.1 Notice of any Claim and any supporting documentation required under this Certificate shall be given within one hundred and eighty (180) days from the death of the Participant. The Takaful Operator may accept Claims where documents have been provided after a delayed interval only in special circumstances and for reasons beyond the control of the claimant.

11.2 The processing of a Claim will commence after the following documents have been submitted to BIMA:

- a) identification of the Nominees or Proper Claimant – a copy of the NRIC or passport;
- b) death certificate or other evidence of death of the Participant; and
- c) claim form.

11.3 Documents may be provided in digital or hardcopy format. The Takaful Operator or BIMA may request additional documentation or checks to investigate a Claim.

11.4 Nominees or Proper Claimant (if there is no Nominee) may contact BIMA customer service to file a Claim.

## **12. PAYMENT OF CLAIMS**

12.1 BIMA or the Takaful Operator will pay the relevant sum for eligible and approved Claims within three (3) working days upon complete submission of all complete and verified documentation. The relevant sum is established on the date of death of the Participant and is based on the plan option and the Contribution paid the month before the covered event.

12.2 Payment of the relevant sum for eligible and approved Claims shall constitute BIMA's and the Takaful Operator's full and final discharge of all their liabilities under this Certificate with regard to the Participant.

## **13. LAPSE RULE**

13.1 For Celcom customers: Following non-payment of either a full monthly Contribution or partial Contribution for a consecutive period of three (3) calendar months, the Takaful Cover will be deemed to have lapsed.

13.2 For Digi customers: Following non-payment of either a full monthly Contribution or partial Contribution for one (1) calendar month, the Takaful Cover will be deemed to have lapsed.

13.3 For customers using credit cards/ debit cards/ direct debit/ e-wallets: Following non-payment of either a full monthly Contribution or partial Contribution for a consecutive period of three (3) calendar months, the Takaful Cover will be deemed to have lapsed.

## **14. TERMINATION AND CANCELLATION**

14.1 The Participant's Takaful Cover under this Certificate will automatically terminate, without notice or any action required on the part of any person, upon the occurrence of the earliest of any of the following:

- a) on the date the Participant's Age (nearest birthday) is 51; or
- b) on the date the Participant ceases to be an eligible person for takaful coverage as stated in Clause 1; or
- c) on the date on which BIMA or the Takaful Operator receives a request of cancellation of Takaful Cover from the Participant; or
- d) on the date the Takaful Cover is deemed as lapsed in accordance with Clause 13; or
- e) on the date the Death benefit under the relevant Takaful Cover has been paid; whichever is earlier.

14.2 The Participant may cancel the Takaful Cover at any time by contacting BIMA. Any Contributions already paid will be applied towards Takaful Cover for the following month. There is no surrender value upon cancellation of the Takaful Cover and there is no refund of any Contributions paid for any cancellation outside of the free-look period.

## **15. MISSTATEMENT OF FACTS**

15.1 If the Age of the Participant is outside of the limits set out in this Certificate or the Participant is not eligible for the Takaful Cover for any other reason, the Contribution paid less a reduction of an administration fee will be refunded to the Participant.

15.2 If:

- a) the Declaration of Health by the Participant is proven to be false or a misrepresentation of the Participant's health condition; or
  - b) the Participant has made any other material misrepresentation or non-disclosure or concealment of information,
- the Takaful Cover under this Certificate shall be deemed null and void, meaning the Takaful Operator will not pay any benefits under this Certificate and no Contribution paid by the Participant will be refunded to the Participant.

## **16. GENERAL CONDITIONS**

### **Currency**

All amounts payable under the Certificate shall be in Malaysian Ringgit.

### **Certificate changes**

The Takaful Operator reserves the right to change or withdraw the Certificate, including change Contribution rates, at any time provided at least 30 days' notice will be given to the Participant. No person or agent has the right to make any changes or to waive any terms and conditions in this Certificate.

### **Number of Certificates**

If a person is registered under several Certificates, only one Certificate will be issued to the person.

### **Transfer**

It is not allowed to transfer this Certificate or Takaful Cover or the benefits payable under this Certificate.

### **Notices**

Any notice or communication will be delivered personally, digitally or via phone and will be deemed to have been delivered immediately. Communication channels are set out at BIMA's webpage: [www.bima.com.my](http://www.bima.com.my).

### **Participants Risk Fund (PRF) and Surplus Distribution**

- a) The Contributions paid after deduction of the Wakalah fee will be allocated into the PRF managed by Takaful Operator on the basis of Tabarru'.
- b) The PRF is for the collective benefit of all its Participants and provides a means of financial protection.
- c) Takaful Operator will pay the Sum Covered payable for the Takaful Cover from the PRF.
- d) Takaful Operator will manage the PRF assets and have the absolute discretion to invest and manage the assets in accordance with principles of Shariah and will avoid investing the assets in securities or assets prohibited by Shariah. Takaful Operator will rectify any loss arising in the PRF if such loss is proven to have been caused solely by Takaful Operator's negligence in managing the PRF.
- e) All costs, expenses, charges and levies for maintaining and investing the assets of the PRF and any other related expenses shall be borne and paid from the PRF.
- f) The assets and liabilities of the PRF will be valued at the end of each Financial Year and actuarial principles will be applied to assess any surplus arising. Claims payment and provision, retakaful cost, technical reserve, stabilization reserve and any deficits brought forward will be taken into account when Takaful Operator calculate any surplus arising.
- g) Any surplus arising from PRF will be allocated back to the PRF.
- h) If there is deficit in the PRF, Takaful Operator will provide a Qardh from the shareholder's funds to rectify the deficit. Future surplus arising in the PRF will be used to repay the Qardh before any distribution of surplus.

### **Waiver**

If the Participant, BIMA or the Takaful Operator did not enforce the provisions of this Certificate, this shall not be deemed to be a waiver of the party's right in this Certificate nor in anyway affect the validity of the whole or any part of this Certificate or prejudice the rights of the Participant, BIMA or the Takaful Operator to take subsequent action.

### **17. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001**

If BIMA or the Takaful Operator receive an order from the relevant authorities to freeze or seize the monies received by the Participant for payment of Contribution or monies payable to the Participant for an approved Claim as provided under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or such similar legislation or if BIMA or the Takaful Operator discover or reasonably suspect that this Certificate is exploited for money laundering activities and/or to finance terrorism, BIMA and the Takaful Operator reserve the right to terminate the relevant Takaful Cover immediately.

BIMA and the Takaful Operator shall deal with Contribution paid and an approved Claims payable in any manner which BIMA and the Takaful Operator deem appropriate, including but not limited to handing it over to the relevant authorities.

## **18. PERSONAL DATA PROTECTION, OBLIGATIONS AND RIGHTS**

- 18.1 Any personal information including but not limited to financial information and sensitive personal data (“Personal Data”) disclosed to BIMA or the Takaful Operator in connection with this Certificate will be collected, used, retained, disclosed and otherwise processed by BIMA, the Takaful Operator and their employees, representatives, reTakaful Operators, agents and affiliates in accordance with the Personal Data Protection Act 2010 or such other related legislation. BIMA may record or in some other manner document individuals’ communication with the company.
- 18.2 Personal Data will be collected, used, retained, disclosed and otherwise processed for the following purposes:
- a) to understand the Participant takaful needs, situation, provide quotes, set up and administer the Participant’s Takaful Cover;
  - b) for underwriting, risk assessment, handling and settling of claims and audit purposes;
  - c) for detection and prevention of criminal activity or fraud in connection with an takaful transaction;
  - d) to maintain and develop BIMA’s and the Takaful Operator’s business systems and infrastructure; and
  - e) for data transfer, and sharing with, BIMA and the Takaful Operator and their affiliates and/or third parties acting on their behalf, including those located outside Malaysia; and
  - f) for any other purpose set out in BIMA’s and the Takaful Operator’s respective Privacy Certificate (see links below).
- 18.3 For the avoidance of doubt, BIMA and the Takaful Operator may disclose or share the Personal Data provided to:
- a) service providers with whom BIMA or the Takaful Operator have agreements for some of their functions, services and activities;
  - b) any person or parties authorised by the Participant (from time to time); and/or
  - c) enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.
- 18.4 The Participant shall keep BIMA updated in respect of any changes in the Personal Data provided by the Participant. BIMA shall inform the Takaful Operator of such changes as soon as it is practicable. BIMA and the Takaful Operator shall not be liable for any direct or indirect loss or damage which the Participant may suffer due to any inaccuracy or incompleteness of the Personal Data provided to BIMA and the Takaful Operator.
- 18.5 For the detailed privacy notice on how BIMA and the Takaful Operator collect, use, process, protect and disclose Personal Data, please refer to the Takaful Operator’s and BIMA’s websites at:  
Takaful Operator: [www.ammetlifetakaful.com.my](http://www.ammetlifetakaful.com.my).  
BIMA: [www.bima.com.my](http://www.bima.com.my).

## DEFINITIONS

In this Certificate, the following terms shall have the following meanings:

**“Age”** means a person’s age at their nearest birthday.

**“Accidental”** means a sudden, unintentional, unexpected, unusual, and specific event by external and visible means that happens at an identifiable date, time and place which shall, directly and independently of any other cause, be the cause of bodily Injury

**“Certificate”** shall mean this group takaful certificate.

**“Claim”** shall refer an application from the Nominee or a claimant for the pay-out of the takaful benefit under the relevant Takaful Cover.

**“Commission”** shall refer to the agreed commission payable by the Takaful Operator to the Group Master Certificate Holder for acting as a corporate agent of the Takaful Operator as described in this Certificate.

**“Contribution”** shall mean the amount to be paid by or on behalf of the Participant for an agreed level of Takaful Cover provided by the Takaful Operator.

**“Declaration of Good Health”** means the negative response provided by the Participant to the health questions asked by BIMA as part of the registration process. Negative response means that the Participant has responded that he/she has not been diagnosed or treated for any of the conditions mentioned in BIMA’s health question;

**“Hibah Beneficiary”** shall mean a named Nominee(s) of the Participant who received takaful benefit as a beneficiary under Hibah nomination as specified in Islamic Financial Services Act 2013.

**“Mobile Operator”** means any mobile operator in Malaysia.

**“Nominee”** shall mean each nominated individual of the Participant as specified upon registration or later in accordance with Clause 10, who is entitled to receive the Takaful Cover benefit.

**“Non-Accidental”** means the cause of the covered event is due to disease/illness or other than Accidental cause.

**“Participant”** shall mean an eligible person participating in a takaful plan option as set out in this Certificate.

**“Participants Risk Fund (PRF)”** shall mean the fund which is made up of the Tabarru’ from a portion of Contributions, to assist the Participants in need, through the benefits they are entitled to.

**“Proper Claimant”** shall have the meaning ascribed to it in Clause 10, who makes a claim if there is no Nominee.

**“Personal Data”** shall have the meaning ascribed to it in Clause 18.

**“Subscription”** shall mean the application for a Takaful Cover by registration and payment of the Contribution.

**“Subscription Date”** shall mean the date of Subscription.

**“Sum Covered”** shall mean the maximum guaranteed amount payable to the Participant upon the occurrence of the death of the Participant subject to the terms and conditions of this Certificate, provided the full Contribution has been paid the month prior to the death of the Participant. It will depend on the Takaful Cover plan option selected under this Certificate.

**“Reinstatement Date”** means the date your application for reinstatement is approved by the Takaful Operator.

**“Tabarru’”** shall mean a donation, gift or Contribution. In this Master Certificate, Tabarru’ means donation for the purpose of takaful.

**“Takaful Cover”** means the coverage provided by the Takaful Operator to the Participant where a lump sum of benefit will be payable upon the death of the Participant. The cover level will be determined by the proportion of the Contribution paid the month prior to death of the Participant and will never exceed the Sum Covered of the selected plan option.

**“Takaful Effective Date”** shall have the meaning ascribed to it in Clause 3.

**“Takaful Operator”** means AmMetLife Takaful Berhad.

**“Waiting Period”** means the first thirty (30) days from the Takaful Effective Date. This shall not be applicable for renewal of Takaful Cover for the Participant. However, in the event the takaful coverage has been lapsed or terminated, the Waiting Period shall apply again from the Reinstatement Date.

**“Wakalah”** shall mean an arrangement appointing Takaful Operator to manage the overall services provided under this Master Certificate. We will take a portion of Contribution paid as Wakalah fee in return of Takaful Operator’s services.