

AMAN CRITICAL ILLNESS TOP-UP CERTIFICATE
Certificate No: L201509001CI

This Aman Critical Illness Top-Up Certificate is underwritten by **Archipelago Life Insurance Limited** (“**Takaful Operator**”). The Takaful Operator is authorised and regulated by the Labuan Financial Services Authority (Labuan FSA).

The Takaful Operator **HEREBY AGREE**, in consideration of the Contribution specified in the Certificate Information Schedule having been paid or agreed to be paid to the Takaful Operator to insure the Person Covered in the events stipulated hereto.

IN WITNESS whereof this Certificate has been signed on the 1st of January, 2016 in the Federal Territory of Labuan, Malaysia and deemed concluded and executed in the Labuan IBFC Laws and Legislations.

The Certificate holder / Person Covered, with the view to effecting an Takaful as hereinafter provided, has presented a written application on the 1st of January, 2016 which is agreed to be the basis of this Agreement and to be considered as incorporated in this Certificate. Therefore, the Takaful Operator agreed to insure the Person Covered against loss as provided by the terms of this Certificate.

PROVIDED THAT the liability of the Takaful Operator shall in no case exceed in respect of each benefit stipulated in the Certificate Information Schedule or such other optional rider’s benefit as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Takaful Operator.

THE TAKAFUL OPERATOR AGREES subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that the Takaful Operator will indemnify the Certificate holder or in the event of Certificate holder’s death, a gift to the beneficiaries according to the percentage specified in the Certificate Schedule and/or to the administrators of beneficiaries for distribution of Takaful benefits as specified in the Certificate Schedule according to Syariah Faraid law (for Muslim) or Distribution Act – Revised 1997 (for Non Muslim).

PROVIDED ALWAYS that the due observance and fulfilment of the terms conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Person Covered shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.

1st January 2016
ARCHIPELAGO LIFE INSURANCE LIMITED

Group Chief Underwriter
Ian Lim Teck Soon



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CERTIFICATE INFORMATION SCHEDULE

CUSTOMER INFORMATION

CERTIFICATE NO	:T201509001CI
PERSON COVERED	:MR ABDUL RAZAK
ID/IC/PASSPORT NO.	:911111-14-9243
GENDER	:MALE
NATIONALITY	:MALAYSIAN
DATE OF BIRTH	:11-11-1991
AGE (NEXT BIRTHDAY)	:26
CERTIFICATE HOLDER	:MR ABDUL RAZAK

PLAN INFORMATION

PLAN NAME	: AMAN CRITICAL ILLNESS TOP-UP CERTIFICATE
TYPE OF COVER	: 36 CRITICAL ILLNESS TOP UP
TAKAFUL PERIOD	: 1 YEAR
OCCUPATION CLASS	: CLASS 1
INCEPTION/EFFECTIVE DATE	: 18-10-2016
MATURITY/EXPIRY DATE	: 19-10-2017
PAYMENT MODE	: ANNUAL CONTRIBUTION
CONTRIBUTION	: USD 20
SUM COVERED	: USD 5,000
DENOMINATED CURRENCY	: UNITED STATES DOLLAR (USD)
CERTIFICATE ISSUE DATE	: 18-10-2016
WAITING PERIOD	: 60 DAYS



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AMAN CRITICAL ILLNESS TOP-UP CERTIFICATE WORDINGS

THE AGREEMENT OF TAKAFUL

The Certificate, Supplementary Agreements, the Proposal Form, Declaration, Annexure and/or Endorsements shall collectively constitute the entire Agreement of Takaful between the parties herein. The terms and conditions of this Certificate cannot be changed or waived except by Endorsement signed by a duly authorized officer of the Takaful Operator for the purpose.

Any subsequent provisions or Endorsements made by the Takaful Operator shall from the date hereof be deemed part of the terms of the Certificate. Save in the event of fraud, all statements and declaration made by the Certificate holder or by any Person Covered shall, be deemed representations and not warranties. No such statement shall be used to invalidate the Certificate nor to defend a claim made under it unless such statement constitutes part of the entire Agreement of Takaful between the parties herein.

This Agreement of Takaful is deemed concluded and executed in the Labuan International Business and Financial Centre's ("Labuan IBFC") legal and regulatory framework.

DEFINITIONS

Listed below are some terms that have specific meanings in your Certificate. Please refer to these definitions as you read your Certificate. Other terms may be defined in the body of your Certificate.

"Accident"	Means where the Bodily Injury is caused solely and directly by external violent means. It is unexpected, unforeseeable and not attributable to the Person Covered's intentional self-injury or suicide.
"Age"	Means the age next birthday of the Person Covered.
"Base Insurer", "Base Takaful Operator"	Shall mean Insurer or Takaful Operator covering the Base Certificate or Certificate.
"Base Policy", "Base Certificate"	Means the existing valid, paid-up and in force Critical Illness cover of the Person Covered from a reputable Insurer or Takaful Operator prior to the inception of this Certificate.
"Bodily Injury"	Means Injury, which is caused by an Accident which within twelve months from the date of such Accident results in Person Covered's Death, Permanent Total Disablement or dismemberment.
"Business Day"	Means any Malaysia Federal Territories' business day that we are open for business.
"Certificate Information Schedule"	Means the schedule, which entails Person Covered's name, benefits covered, effective date of Takaful and other Person Covered's particulars which is attaching to and forming part of the Certificate.
"Certificate Issue Date"	Refers to the date of issue of the Certificate as shown in the Certificate Information Schedule.
"Certificate"	The Agreement of Takaful between you and us. Its full terms are set out in the latest version of the following documents as sent to you from time to time: <ul style="list-style-type: none">• These terms and the Certificate Information Schedule setting out the cover under your plan.• Your Certificate Information Schedule, our letter of acceptance and/or endorsement.
"Diagnosis"	The act or process of identifying or determining the nature and cause of a medical condition/disability through evaluation of patient's medical history, physical examination, x-ray or other means of diagnosis such as laboratory tests and tissues analysis.

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“Endorsement(s)”	Means the endorsement(s), if any, annexed to this Certificate document modifying or varying any terms or conditions contained in this Certificate.
“Inception/Effective Date”	Means the date from which charges for the first Deduction are calculated and coverage under the Certificate commencing. The Certificate Effective Date is shown in the Certificate Information Schedule. Certificate Years is determined from the Certificate Effective Date.
“Maturity/Expiry Date”	Means the date specified as such in the Certificate Information Schedule and beyond which the Certificate will no longer be in force and effect if not earlier terminated in accordance with the provision.
“Medical Practitioner”	Shall mean a person qualified and licensed by the relevant licensing authority to practise western medicine and who, in rendering such treatment, is practising within the scope of his/her licensing and training in the geographical area of practice, but excluding the Certificate holder or the Person Covered’s family member of either.
“Person Covered”	Means the person upon whose life this Certificate is affected.
“Pre-existing condition”	Shall mean medical condition/disability which existed prior to Inception/Effective Date for which: <ul style="list-style-type: none">• The Person Covered had received or is receiving treatment;• Medical advice, diagnosis, care or treatment has been recommended to the Person Covered;• Clear and distinct symptoms are or were evident; or• Its existence would have been apparent to a reasonable person in the circumstances; **Excluding heart related ailment, hypertension, cholesterol or chest pain without hospitalisation prior to Certificate inception. Hospitalisation includes day care admission for the purpose of diagnosis and/or treatment.
“Sickness, Disease, Illness”	Mean a physical condition marked by a pathological deviation from the normal healthy state.
“Sum Covered”	Refers to the basic Sum Covered shown in the Certificate Information Schedule.
“Takaful Period”	Means the term for which Takaful coverage is to be provided to a Person Covered.
“Treatment”	A surgical procedure or medical procedure carried out by a medical physician.
“Us”, “We”, “Takaful Operator”	Refer to the Archipelago Life Insurance Limited.
“Waiting Period”	Shall mean the first following number of days after the commencement of this Certificate date. This shall be applicable only for the first year of cover: <ul style="list-style-type: none">• All conditions under Critical Illnesses: 60 days
“You”, “Your”, “Certificate holder”	Refer to only the owner of the Certificate.

CONDITIONS

This Certificate is a Takaful coverage designed to provide additional coverage on a “top-up” basis and will only pay after the Person Covered has exhausted all other avenues of compensation from other Takafuls and is subject to provisions, conditions and limitations as contained herein or as may be endorsed hereon.

In addition and without prejudice to any other provision of this Aman Critical Illness Top-Up, Takaful Operator shall not have any obligation or liability under this Aman Critical Illness Top-Up unless all of the following conditions are satisfied:-

1. After the Person Covered suffers from a Critical Illness, Takaful Operator must be notified immediately or as soon as it is practicable otherwise the Takaful Operator shall not be liable in respect of the Critical Illness;



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2. The Critical Illness must be diagnosed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to Takaful Operator, all such medical evidence must be furnished at the Certificate holder's expense;
3. If required by Takaful Operator, the Person Covered must undergo medical examination by the Medical Practitioner appointed by Takaful Operator in connection with the Critical Illness for which a claim has been made;
4. The Critical Illness Benefit shall be payable once only if the Base Insurer and/or Base Takaful Operator have approved and paid for the Critical Illness claim notified by the Person Covered; and
5. The aggregate amount of Sum Covered payable by Takaful Operator shall not exceed the amount stated in the Certificate Information Schedule.

LIST OF CRITICAL ILLNESS (CI) COVERED

The Critical Illnesses covered by this Certificate shall be equal and not more than those provided in the Base Policy and/or Base Certificate.

The coverage, definitions and limitations stipulated in this Certificate in respect of the Critical Illnesses shall be pari-passu to the coverage, definitions and limitations as stated in the Base Policy and/or Base Certificate.

EXCLUSIONS

No Takaful Benefit shall be payable if the death/injury/any medical or physical condition of the Person Covered is caused directly or indirectly, wholly or partly, by one of the following:

1. Pre-existing condition as defined in the Definition section of this Certificate; or
2. Critical Illness diagnosed during the Waiting Period of the Certificate; or
3. Signs or symptoms (whether seen by a doctor or not) or investigations, that leads to a diagnosis of any of the covered Critical Illness conditions, regardless of when the diagnosis is made during the Waiting Period as defined in the Definition section of the Certificate; or
4. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising; or
5. Act of terrorism involving the use or release or the threat of any nuclear weapon or device or chemical or biological agent. For the purpose of the exclusion, 'act of terrorism' means an act including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government (s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear; or
6. Any form of disease, disability, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV) except the disease, disability, infection or parasites arose as a result of blood transfusion; or
7. Intoxication by alcohol or drugs (other than those prescribed by a qualified registered Medical Practitioner); or
8. Childbirth, miscarriage, pregnancy or any complications thereof; or
9. For transplantation surgery with the Person Covered as donor; or
10. Any condition that results from the use, existence or escape of nuclear weapons material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or
11. Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component; or
12. Sickness arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities; or
13. Congenital Deformity

Any medical or physical abnormalities existing at the time of birth, as well as neonatal physical abnormalities developing within 6 months from the time of birth (more commonly



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known as Congenital Condition), whether known or unknown to the Person Covered prior to the Certificate inception; or

14. Physical Deformity

- a Any pre-existing physical impairment/ deformities or mental retarded condition prior to Certificate inception; or
- b Any pre-existing physical or mental defect or infirmity, illness, disease, parasite, bacterial or viral infections diagnosed or treated prior to the inception date even it is contracted by accident; or

15. Any activities prohibited by Shariah Principles and Guidelines

We would void the Certificate and refund all Contributions paid without interest less any expenses incurred by us.

PRODUCT RISKS

Foreign Exchange Risk – The Certificate holder may be exposed to currency risk, because the Certificate is denominated in another currency than that of the country in which the Certificate holder is resident.

Miscellaneous Risk – The Certificate holder maybe exposed to regulatory changes, taxation, and corporate governance of the Takaful Operator.

CERTIFICATE TERMINATION

This Certificate terminates on the earliest of the following events and no Takaful Benefit under the Certificate will be in effect after the Certificate terminates:

- a Cancellation of the Certificate by the Certificate holder, subject to no claim prior to such cancellation during the Takaful Period;
- b Certificate lapses due to non-payment of Contribution after the grace period;
- c Upon full payment of the Sum Covered subject to any applicable provisions in the Certificate.

CERTIFICATE HOLDER

The Certificate holder is as designated on the Certificate Information Schedule. The Certificate holder shall mean the person in whose name the Certificate has been in effect and shall include reference to his or her personal representative or assign. Only the Certificate holder can, during the Takaful Period, exercise all rights, privileges and options under this Certificate.

Your ability to do or perform any of the following is subject to restrictions imposed at law including procuring the consent from a beneficiary nominated under an irrevocable nomination where you have made such nomination:

- a) Receive any amount payable under this Certificate;
- b) Exercise all rights and privileges granted by the Certificate; and
- c) Assign the Certificate.

ASSIGNMENT

You may use your Certificate as security or collateral only for loan from any regulated and licensed financial institution by way of an absolute assignment, while this Certificate is in force and during the Takaful Period. Only the entire Certificate (and not merely the proceeds of this Certificate) may be assigned, and we shall not recognise any partial, revocable and/or conditional assignments.

You should give us:

- a) Written notice of any assignment on our prescribed form;
- b) A confirmation that the assignment is an absolute assignment; and
- c) A copy of the assignment.

The notice of assignment is only deemed received by us when delivered to us. Where submission is made through our representative, it is only deemed received by us when the representative delivers the same to us.

We are not responsible on the validity, legality or effect of any assignment by acknowledging the assignment and/or the acceptability of this Certificate by the assigned third party.

MISSTATEMENTS

If the age or gender of the Person Covered was misstated in the application, we will, if necessary, revise the Certificate charges for the period when those charges were not deducted appropriately due to the misstatement and/or change the Sum Covered to that which would have been purchased at the correct age and gender.

NON-DISCLOSURE

The Person Covered must disclose all material facts you and/or the Person Covered know or ought to know which may affect the Takaful coverage prior to the Certificate inception and during the Takaful Period.

We may void this Certificate and refund all Contributions paid without interest less any medical expenses incurred by us in connection with this Certificate or decline a claim if you and/or the Person Covered misrepresents or fails to disclose any material fact required under this Certificate.

INCONTESTABILITY

Except for the circumstances set out in the following two paragraphs of this Clause, we will only contest the validity of this Certificate during the Contestable Periods.

We can contest the validity of this Certificate at any time, whether during or after the Contestable Periods, for fraud, misrepresentation or failure to disclose any material fact which you know or ought to know which may affect the Takaful coverage.

If the Person Covered dies/injured during any of the Contestable Periods, we can contest the validity of the Certificate, at any time after the death/injury of the Person Covered (whether such contest is during or after any of the Contestable Periods).

The following is a Contestable Period:

- a) Within a period of six (6) months commencing from the Certificate Issue Date

If we contest and void this Certificate, we will refund all Contributions paid without interest less any medical or non-medical expenses incurred by us.

TAX CONSIDERATIONS

We do not represent or warrant that this Certificate will be considered as life Takaful for tax purposes or that the tax treatment of life Takaful will never be changed by the future actions of any tax authority. We do not give tax advice. You should consult a tax advisor before accepting this Certificate and on an ongoing basis.

CLAIMS

The claimant must provide us within fifteen (15) days or as soon as possible, written notification of being entitled to make a claim under this Certificate.

The claimant must provide us within fifteen (15) days after the date notification of claim or as soon as possible, the documents necessary to establish a claim and/or the entitlement to make a claim under this Certificate, including:

- a) The Certificate Reference
- b) Proof of ownership of claimant



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- c) The birth certificate, identification documents or other relevant documents we may require of the Person Covered or the claimant
- d) The duly completed claim form
- e) Proof of the event giving rise to claim under this Certificate
- f) The Base Policy and/or Base Certificate and proof of Claim paid by the Base Insurer and/or Base Takaful Operator
- g) Any other document we may request for processing claim

We will not be liable if the claimant fails to provide the documents necessary to establish a claim and/or entitlement under the Certificate. We also reserve the right to appoint any medical physician/specialist and/or any other professional support for reassessment or to assist on the claim should there be a room for dispute or ambiguity.

The receipt of the amount paid for a claim under this Certificate by the claimant (whether or not the claimant has given us in writing his or her agreement that he or she will thereafter not have any claims against us) will serve as full and final settlement of the claim made under this Certificate and will discharge all our duties and obligations (whether to the claimant or to any other party) arising from the claim made under this Certificate and we will thereafter not be liable in any way to the claimant or to any other party for any action, claim, proceedings, cost, damage, demand, interest, liability, loss, penalty, tax and expenses of any nature that claimant or any other party may incur or suffer directly or indirectly as a result of or in connection with the claim.

We reserve the right to look at the claimant for a full reimbursement of any amount which is shown to have been paid to the claimant as a result of any error or oversight of whatsoever nature including any error or oversight in our part or on the part of our employee or agents.

CANCELLATION

During Free Look Period / Period Of Khiyar (Right of Cancellation)

You may cancel this Certificate by writing to us within fifteen (15) days after you receive this Certificate. If the Certificate is cancelled within this free look period, we will refund all Contributions paid without interest less any expenses incurred by us in connection with this Certificate.

After Free Look Period

You may also cancel this Certificate by writing to us after the free look period. If the Certificate is cancelled after the free look period, 80% of the pro rata Contribution refund on the first year Contribution/ Contribution paid on the current Certificate anniversary date will be allowed from the date of cancellation, subject to no claim prior to such cancellation during the Takaful Period.

TAKAFUL FUND MANAGEMENT

Takaful Contributions

The contribution due for Takaful cover under this Takaful plan shall be paid in accordance to the contribution rate as shown in the Certificate Information Schedule.

All Contributions to easicircle Sdn Bhd (1008378-A) will be in United States Dollar and shall be borne by the Certificate holder. The Certificate effective date will be the date in which the final quotation is accepted by you and the first payment of the Certificate is immediate upon your acceptance.

You are required to pay the annual Contribution at the beginning of each Certificate anniversary year during the Takaful Period. You are given thirty (30) days grace period after the due date for each Contribution payment after the first Certificate year. If there are claims within the grace period, the final amount payable to you would be any entitled benefits less Contribution outstanding and any expenses incurred by us in connection with this Certificate.



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Wakalah Fund

- a. The Takaful Operator is entitled for the Wakalah fees for its services rendered which shall be deducted upon payment of Takaful Contribution by the Certificate holder. The level of Wakalah fees inclusive of all distributors' administration fees shall be defined as sixty five percentage(65%) of each allocated contribution. A Wakalah fee will be deducted from the single contribution paid. The Wakalah fee is used to meet the management expenses and direct distribution costs, including administration fee payable to the distributor.
- b. The Takaful Operator will take its management fees from the Contribution due.
- c. A Wakalah fee of 65% will be deducted from the contribution paid. The Wakalah fee is used to meet our management expenses and direct distribution costs, including administration fee payable to the distributor.

Takaful Fund

- a. After deduction of the prescribed Wakalah Fees, the remainders of allocated Contributions shall be credited wholly into the relevant Takaful Fund.
- b. The Certificate holder shall agree to donate the contribution as tabarru' for the purpose of solidarity, brotherhood and cooperation among the other Certificate holders in the pool.
- c. The Takaful Operator will credit all Takaful contribution collected under this Certificate Holder into the Takaful Fund to pay all Takaful benefits under this Certificate Holder.
- d. The Takaful Operator will charge all costs and all other related expenses of managing and investing from Takaful Fund.
- e. If the Takaful Fund is insufficient to pay all benefits due and there is no special fund from which the Takaful Operator can transfer assets for this purpose, The shareholders of the Takaful Operator will provide a Qard (an interest-free loan), and this will have to be repaid as soon as there is surplus in the Takaful Fund.

Surplus Treatment

As provided in the Principle of Takaful, if at the end of the financial year there is a net surplus of Takaful Fund, the Certificate Holder shall be entitled to its share of the surplus. The surplus from the Takaful Fund is calculated according to actuarial principles and in proportion to the contribution retained in the Takaful Fund after Wakalah fees.

The Takaful Operator shall distribute surplus from the Takaful Fund as set out below:

- The entitlement of the Certificate Holder to the surplus shall be determined by taking into consideration all the claims incurred under the Certificate Holder during the financial year and after making appropriate provisions for reserves.
- If the above is less than the amount of the Takaful Contribution earned during the financial year under Certificate Holder, the Certificate Holder shall be entitled to the share of surplus on the amount of the difference between the Takaful Contribution and the claims and provisions above.

Qard (an interest free finance)

The shareholders of the Takaful Operator shall arrange, if necessary, Qard (or an interest free finance), in the event that any of the Takaful Fund get into a deficit situation. The Finance shall be repaid only on the original amount disbursed, from the future surplus of the Takaful Fund, in a lump sum or on an installment basis.

APPLICABLE LAW

The applicable law for our Certificate of Takaful shall be the Laws of Malaysia governing Labuan IBFC legal and regulatory framework.

ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Certificate, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Kuala Lumpur Regional Centre for Arbitration.

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Archipelago Life Insurance Limited Co.No. LL09829 | Licence No. IS2013141

Registered Address: Brumby Centre, Lot 42, Jalan Muhibbah, 87000 Labuan F.T. Malaysia

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www.archipelagolife.com



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GOVERNING JURISDICTION

All matters relating to this Certificate are governed by the laws of the Federal Territory of Labuan, Malaysia, where;

- a) The contents of this Certificate are not intended for distribution to any person in any jurisdiction where such distribution would be contrary to their laws and legislations.
- b) The contents of this Certificate do not constitute an offer or a solicitation or an invitation to anyone in any jurisdiction in which an offer is not authorised or to any persons to whom it is unlawful to make such an offer or solicitation.
- c) Our Certificates of Takaful are deemed concluded and executed in the Labuan IBFC laws and legislations.

However, where there is a special exemption by any jurisdiction laws and legislations i.e. Insurance (Exemption) Order 2009 of Insurance Act 1996 of Malaysia, Archipelago Life Insurance Limited can issue non-admitted and admitted Takaful Certificates that are within the permissible domestic laws and legislations.

SAMPLE

