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## TAKAFUL ONGUARD CARD PROTECTION PLAN CERTIFICATE

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### PERSONAL ACCIDENTAL DEATH, PERSONAL ROBBERY, PHYSICAL ASSAULT AND MONETARY LOSS COVERAGE

WHEREAS the Participant described in the Schedule hereto has made to HONG LEONG MSIG TAKAFUL BERHAD (hereinafter referred to as "the Operator") a written Proposal and Declaration which shall be the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Contribution stated in the Schedule hereto as consideration for the Takaful Certificate hereinafter contained.

This Takaful Certificate and the Schedule shall be read together as one-contract and any word or expression to which a specific meaning has been attached in any part of this Takaful Certificate or of the Schedule shall bear such specific meaning wherever it may appear.

This Takaful Certificate serves to disclose the terms & conditions of the Takaful OnGuard Card Protection plan **certificate underwritten by HONG LEONG MSIG TAKAFUL BERHAD ("the Operator")**

### DEFINITIONS

1. ATM means an automatic electronic device designed to permit the account holder to interface with a financial institution without teller assistance using a Registered Card.
2. Activation means a transaction initiated by the Person Covered at an ATM or similar point of sale device, using the Registered Card or in some cases, the private account information for the purpose of performing a banking transaction that is reported on the records of the financial institution.
3. Benefit Schedule means the Benefit Schedule section of the Takaful Certificate.
4. Card Owned by the Person Covered means Cash card, credit card, debit card or device, other than the Registered Card, used for similar purpose, registered in the territory for coverage, and owned by the Person Covered at the time of the Robbery.
5. Cash Withdrawal Receipt means any machine printed slip or ticket indicating date, time, machine number, account number and dollar amount of cash withdrawal.
6. Contingency Reserve shall mean the reserves to be used in case of adverse experience in Risk Fund, which will be determined by the Operator's Signing Actuary.
7. Contribution means the contribution made by the Participant, which would be inclusive of the prevailing six per centum (6%) goods and services tax.
8. Covered Activity (ies) means those activities set out in the Takaful Certificate with respect to which Person Covereds are provided takaful coverage under this Takaful Certificate.
9. Day(s) of Confinement means a day of Hospital confinement as an Inpatient.
10. Felonious Assault means any willful or unlawful use of force upon the Participant: (1) with the intention to cause bodily injury to the Person Covered; and (2) that results in bodily harm to the Person Covered; and (3) that it is a felony or a misdemeanor in the jurisdiction in which it occurs; and (4) that it is documented by: (a) a police report within forty-eight (48) hours from the time during which said incident occurred; (b) a fully completed, dated and signed (by the Participant) loss claim form; (c) a Cash Withdrawal Receipt confirming the time during which the incident or alleged incident giving rise to the claim occurred; and (d) a medical report or a death certificate, as the case may be.
11. Financial Institution Account means (1) a checking/current, savings, or money market account in the name of the Person Covered at a bank (2) such an account that the Person Covered has authorization provided by the financial institution to access via a mobile phone, and (3) coverage would not be applicable to registered securities products, insurance / takaful products, stocks, bonds, mutual funds or other investment products that the Person Covered may have at a brokerage company as a part of an investment program.

12. Hospital means an institution which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has twenty-four (24) hours nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, or other section of the Hospital that is used for such purposes.
13. **Iltizam Bi Al Tabarru'** means the commitment to make Tabarru'.
14. Injury/Injuries means bodily injury: (1) caused by a Felonious Assault that occurs while this Takaful Certificate is in force as to the person whose injury is the basis of claim; (2) caused by a Felonious Assault that occurs while such person is participating in a Covered Activity; (3) which results directly and independently of all other causes in a covered loss; and/or (4) caused directly or indirectly by unprovoked murder and assault and bodily injury caused directly by hijacking, strike riot civil commotion, travelling by air as passenger in any licensed passenger carrying aircraft on scheduled flights only and whilst engaging or participating in any sport on an amateur basis excluding those specified in the Exclusions specific to the classification of ineligible persons.
15. Inpatient means a person who is (1) confined in a Hospital as a registered bed patient; and (2) for whom at least twenty-four (24) hours' room and board is charged by the Hospital unless the Person Covered is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which charges for room and board services are not made.
16. **Ju'alah** means a contract in which the Person Covered agrees to reward the Operator for its achievement or good performance in managing the Risk Fund.
17. Mechanical Tampering means the manipulation of an ATM through mechanical means, insertion of mechanical devices or attachment of devices for the purpose of diverting, capturing or otherwise obtaining account information or access to a Person Covered's Financial Institution Account.
18. Mobile Remittance Device means a mobile electronic or similar device in the form of smartphones (Android, iOS, Windows, Blackberry platforms only) which stores monetary value, receives remittances or can access the Financial Institution Accounts to make deposits or withdrawals without teller assistance using secured financial networks and technology.
19. Operator means Hong Leong MSIG Takaful Berhad and shall include its successors in title and assigns and is the Operator appointed by the Participant and Participants to be the agent who manages and invests Takaful Contributions made by the Participants in accordance to the principle of Al-Wakalah and Al-Mudharabah, as defined by the Operator.
20. Person Covered means a person who is (1) a member of an eligible class of persons, of which are not described under Certificate Exclusions; (2) for whom contribution has been paid; and (3) while covered under this Certificate.
21. Participant means the person named as such in the Schedule, who owns the Takaful Certificate.
22. **Participants' Fund** means that portion of the Contribution under this plan as the Participant's investment and therefore belongs to each respective Participant.
23. Period of Confinement means a period of consecutive Days of Confinement as an Inpatient for all Injuries caused by the same accident. However, successive confinements as an Inpatient for all Injuries caused by the same accident are considered to be part of the same Period of Confinement, unless the Person Covered has been discharged from the prior confinement for one hundred and twenty (120) days or more before being admitted for the next confinement.
24. Physician means a licensed practitioner of the healing arts acting within the scope of his or her license who is not (1) the Participant; (2) an immediate family member; or (3) retained by the Participant.
25. Qard means the shareholders of the Operator shall arrange, if necessary, Qard (or an interest free financing), in the event that any of the Risk Funds get into a deficit situation towards solvency of the Risk Funds after using the Contingency Reserves. The financing amount shall be repaid only on the original amount disbursed, from the future surplus arising from the Risk Fund, in a lump sum or on an installment basis depending on the emerging future surplus and the amount of the financing disbursed.

26. Registered Card means cash card, credit card, debit card or device used for similar purposes registered in the territory for coverage and for which a Contribution is paid and such Contribution is current at the time of loss.
27. Remittance means a financial transaction, where funds are transferred from one person to another through electronic or similar platforms.
28. Remittance Redemption Facility means a facility, bank, retail location or other physical structure with a teller or similar functionary which receives funds from one person ("sender") and distributes the received funds from the sender to another person receiver".
29. Risk Fund means a pool of funds for the purposes of mutual assistance, solidarity, brotherhood and for the mutual benefits of all Participants. 100% of gross contribution paid by the Participant, net of Wakalah Fees shall be allocated to the relevant Risk Fund under Iltizam Bi Al Tabarru' concept. Within the Risk Fund, the Participant's Tabarru' shall be deemed to have occurred upon any claim payment made in respect of fellow Participants and incurrence of reserves, Retakaful cost as well as other costs as approved by the Shariah committee of the Operator with the remaining balance to be managed according to the terms and conditions of this Takaful Certificate.
30. Robbery means the taking of cash withdrawn from any ATM, credit or debit card customer by inflicting or threatening imminent physical harm or bodily injury to the Person Covered or by placing any such Person Covered in fear of imminent physical harm or bodily injury while withdrawing funds from any ATM, provided that the robbery is not committed by an officer or employee of the Person Covered.
31. Schedule means Takaful OnGuard Card Protection PA Schedule, which is provided together with the Takaful Certificate.
32. Single Loss means all covered losses incurred by the Person Covered under the Takaful Certificate resulting from any one act or series of related acts of Robbery.
33. Sum Covered means the sum covered specified as such in the Schedule issued by the Operator to the Participant.
34. **Tabarru'** means certain portion of the contribution that the Participant agrees to donate upon occurrence of events approved by Shariah committee of the Operator, thus enabling him to fulfil his obligation of mutual help and joint guarantee should any of his fellow participants suffer a defined loss where his donation is meant to help others and others' donations are meant to help him.
35. Takaful Certificate means the individual certificate issued to the Participant to certify that the Participant has fully paid the Contribution under this plan.
36. Takaful Events means events on which the Takaful benefits are payable.
37. Takaful Fund consists of the two components namely "Participants' Fund" and "Risk Fund" as described herein.
38. Transaction means the act of carrying out a cash withdrawal from any ATM, or any payment, purchase, transfer of funds made at a retail store, online or through other channels.
39. Wakalah means an arrangement appointing the Operator to manage the overall services provided under the Takaful Certificate. The Operator will take a portion of the Contribution as Wakalah Fee, in return of the services rendered.
40. Wakalah Fees mean an upfront fee payable to the Operator in return of the services rendered.

## BENEFIT SCHEDULE

The Operator, in consideration of an agreed contribution, subject to the other terms hereof, agrees to pay on behalf of the Participant all sums that the Participant shall become obligated by reason of:

Loss due to ATM Robbery Benefit: Maximum Benefit RM3,000 per Incident, up to a Maximum of RM6,000 and not more than two (2) Incidents per year

In the event of a Covered Activity, if a Person Covered is robbed within ten (10) minutes after the Person Covered's Activation of the ATM and subsequent withdrawal of funds from such ATM and the stolen funds are not recovered within forty-eight (48) hours of the Robbery, the maximum benefit is the actual loss amount up to RM3,000, maximum of two (2) incidents per year and limited by the daily withdrawal limit, whichever is lesser.

This benefit will be payable provided the Robbery is reported to the police within forty-eight (48) hours of its occurrence, and the following documentation need to be produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form;
3. A copy of the Cash Withdrawal Receipt, showing the amount withdrawn, time, date and location of the ATM or confirmation from the financial institution records that the Transaction occurred at the time, date and said location.

Loss due to Mechanical Tampering Benefit: Maximum Benefit RM1,500 per Incident, up to a Maximum of RM3,000 and not more than two (2) Incidents per year

If during a Covered Activity, the Person Covered cardholder suffers a loss due to the mechanical tampering of an ATM, the loss will be covered to the extent of the aforesaid limit. The loss must be due to the mechanical tampering or other manipulation of the ATM where the Transaction was conducted.

If the physical ATM card or related Financial Institution Account data is obtained through Mechanical Tampering during a Covered Activity and within twenty-four (24) hours of the Covered Transaction, and such information of the Person Covered's physical ATM card is used in a way to create a loss, the benefit will be payable under this certificate.

No benefit is payable for fraud or unauthorized use of the Person Covered's Financial Institution Account, unless the loss is directly and specifically attributable to the Covered Activity.

This benefit will be payable upon documentation of the loss and confirmation that the loss is specifically related to the Mechanical Tampering of the ATM and the following documentation need to be produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form;
3. A copy of the Cash Withdrawal Receipt, showing the amount withdrawn, time, date and location of the redemption facility or confirmation from the financial institution records that the Transaction occurred at the time, date and said location; and
4. Other evidence to prove occurrence of Mechanical Tampering of ATM incidents (if any).

This benefit is limited to two (2) incidents per Person Covered per year.

Loss Due To Criminally Forced Retail Purchase: Maximum Benefit RM1,500 per Incident up to a Maximum of RM3,000 per year

If the Person Covered suffers a loss due to the Participant being criminally forced to make retail purchases using a Registered Card, the benefit will be the actual lost amount less any reimbursement by the Financial Institution for the lost.

This benefit will be payable upon documentation of the loss and the following documentation need to be produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form; and
3. Documented evidence of the details of the forced retail purchase (e.g. purchase receipts) (if any).

This benefit is limited to two (2) incidents per Person Covered per year.

Criminally forced retail purchase is defined as an involuntary retail purchase conducted under influence of a threat or an extortion with an intention to cause bodily injury through external and visible violence to the Person Covered.

Fraudulent Transaction of Altered, Lost or Stolen Cards: Maximum Benefit RM1,500 per Incident up to a Maximum of RM3,000 per year

If by reason of unauthorized use of a lost or stolen Card owned by the Person Covered (regardless whether the Card Owned by the Person Covered is altered or tampered with) and the Person Covered suffers a loss, the Operator will reimburse the Person Covered for the actual loss amount less any reimbursement from the issuing financial institution within the first forty-eight (48) hours of loss up to the limit of the Takaful Certificate. The Person Covered must report the lost or stolen card and ensure the financial institution takes all appropriate actions including blocking and canceling the card and/or Financial Institution Account, to secure the Financial Institution Account against further unauthorized use.

The Takaful Certificate shall first rely on certificate language stated herein and sequentially, shall rely on language regarding **fraud and unauthorized loss contained in the issuing banks cardholders' agreement**. Any disagreement between the definitions shall favor the Operator.

This benefit will be payable upon documentation of the loss and the following documentation need to be produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form;
3. Documented evidence of altered, lost or stolen card reports that the Person Covered has made to the issuing financial institution (if any); and
4. Copies of receipt and/or bills stating a description and monetary amounts involved in the fraudulent Transactions (if any).

Fraud Loss due to Skimming / Phishing: Maximum Benefit RM1,500 per Incident up to a Maximum of RM3,000 per year

If by reason of unauthorized use of a Card Owned by the Person Covered which is the direct and attributable result of card related information being fraudulently obtained through activities such as skimming or phishing activity, and the Person Covered suffers a loss, the Operator will reimburse the Person Covered for the extent of the loss less any reimbursements made by the issuing financial institution to the limits permitted herein.

This benefit will be payable upon documentation of the loss and the following documentation need to be produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form;
3. Documented evidence of skimming / phishing reports that the Person Covered has made to the Financial Institution (if any); and
4. Other evidence to prove occurrence of skimming / phishing incidents (if any).

Fraudulent Withdrawal of Funds from an Internet-Accessed Account at a Financial Institution: Maximum Benefit RM7,500 per Incident per year

In the event of a Covered Activity, a Person Covered has funds stolen from an internet-accessed Financial Institution Account owned by the Person Covered without the Person Covered's **consent on utilizing the logon credentials**, and the Person Covered reports the fraudulent activity within twenty-four (24) hours of becoming aware of the loss event, the Operator will reimburse the Person Covered for the actual amount fraudulently withdrawn, and are not recovered or compensated by the financial institution or other sources, up to the limit of the Takaful Certificate.

This benefit will be payable provided that the fraudulent activity is reported within twenty-four (24) hours of becoming aware of the event and the Person Covered has performed necessary measures to reduce further loss within twelve (12) hours. Also,

provided that the Person Covered correctly utilizes the online or mobile phone program / application prior to accessing any Financial Institution Account, and the loss coverage only applies to fraudulent activities made with logon credentials.

The following procedure and documentation need to be produced upon submission of a claim:

1. Evidence that the Participant has performed necessary measures to reduce further loss;
2. A copy of the police report;
3. A fully completed, dated and signed (by the Participant) claim form;
4. Documented evidence of fraudulent transaction reports that the Person Covered has made to the Financial Institution (if any); and
5. Documented evidence of the details of the unauthorized fraudulent transaction (if any).

This benefit is limited to one (1) incident per Person Covered per year.

Fraudulent Payment through Unauthorized Use of Mobile Phone: Maximum Benefit RM1,500 per Incident up to a Maximum of RM3,750 per year

Reimbursement to the Person Covered of up to RM1,500 per incident and RM3,750 per Takaful Certificate year per Person Covered for losses due to fraudulent payment Transaction resulting from the unauthorized use of a mobile phone (if used as payment mechanism) that is lost and stolen. The Person Covered must report the loss of the mobile phone to the mobile carrier and ensure the financial institution and the mobile carrier and/or financial institution implement "blocking" procedures immediately following notification.

This benefit will be payable upon documentation of the loss and the following documentation need to be produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form;
3. Documented evidence of fraudulent transaction reports that the Person Covered has made to the issuing financial institution and/or mobile carrier; and
4. Documented evidence of the details of the unauthorized fraudulent Transaction.

Fraudulent Transaction due to Robbery of Mobile Remittance Device: Maximum Benefit RM1,500 per Incident up to a Maximum of RM3,000 per year

If during a Covered Activity, a Person Covered is robbed of or otherwise loses the Mobile Remittance Device and subsequently, funds stored, associated with or credited to the Mobile Remittance Device are fraudulently withdrawn within 10 minutes and the stolen funds are not recovered within forty-eight (48) hours of the Robbery, the Operator will pay a benefit equal to the amount stolen up to the withdrawn amount not to exceed the maximum limit stated in the Schedule.

This benefit will be payable provided the Robbery is reported to the police within forty-eight (48) hours of its occurrence, provided that the Mobile Remittance Device is immediately deactivated and the following documentation are produced upon submission of a claim:

1. A copy of the police report;
2. A fully completed, dated and signed (by the Participant) claim form;
3. A copy of the deactivation request from the appropriate organization (if any); and
4. Documented evidence of the details of the unauthorized fraudulent Transaction and the remaining stored value on the device (if any).

This benefit is limited to two (2) incidents per registered device or any device owned by the Person Covered per year.

Accidental Death Benefit: Maximum Benefit RM50,000

This Takaful Certificate covers any loss of life to the Person Covered arising from bodily injury, which is caused by an accident, within one hundred and eighty (180) days from the date of the accident or the injury causes the Person Covered to receive continuous medical treatment as an Inpatient in hospital and loss of life occurs later because of such injury, the Operator will pay 100% of the maximum benefit.

This Benefit will be payable provided that the beneficiary submits the following documents at their own expense within thirty (30) days of the date of loss:

1. A fully completed dated and signed (by the beneficiary of the Participant) claim form;
2. Death Certificate;
3. A copy of the post-mortem report, certified by authorized personnel;
4. A copy of the police report, certified by authorized officer;
5. A copy of the Identity Card of the Person Covered; and
6. A copy of the Identity Card of the beneficiary.

Medical Expenses Benefit: Maximum Benefit RM1,500 per Incident, limited to one (1) incident per year

If the Person Covered sustains injury and requires him or her to receive medical treatment by legally licensed Physician, or requires treatment by licensed nurse within fifty-two (52) weeks from the date of accident, the Operator shall compensate the Person Covered according to the actual medical expenses incurred which are customary and reasonable medical charges according to the medical necessity. Such medical expenses include expenses for room and board, observe room, medical charges, and nurse fee. Nevertheless, the total amount paid will not exceed the maximum amount specified herein, less the deductible (if any).

If the Participant receives compensation from government or other welfare or from other insurer, the Operator is responsible only for the excess amount, over that which is covered under the welfare or other insurer's policy or takaful certificate.

This benefit will be payable provided that the Person Covered submits the following documents within thirty (30) days of the discharge date or the outpatient treatment date at their own expense:

1. A fully completed dated and signed (by the Participant) claim form;
2. **Physician's** report stating the symptoms, diagnosis and the treatment given; and
3. Receipt and invoice showing the itemized medical expenses.

The original receipt must be presented. The Operator will return the original receipt if it is not fully paid noting the amount already paid, so that the Person Covered can claim the balance from other insurers/takaful operators, if any. If the Person Covered **receives reimbursement from the government, other welfare or other insurer's policy / takaful certificate**, the Person Covered may submit a copy of the receipt together with the original statement showing the amount paid by the government, other welfare or other insurer policy, and claim the remaining balance from the Operator in accordance with Takaful Certificate conditions.

#### Overseas Medical Treatment

If the medical expenses are in foreign currency, the Operator will reimburse the expenses in local currency using the exchange rate as at the specified date on the receipt.

#### Limitation

Does not include special nursing care, supporting devices (except crutches), wheelchairs, artificial organ, alternative medicine, and acupuncture.

In-Hospital Indemnity Benefit: Maximum Daily Benefit RM100 up to a Maximum of thirty (30) days per Incident

If the Person Covered sustains injury and requires him or her to be hospitalized as an Inpatient, the Operator shall compensate the Person Covered the daily benefit after twenty-four (24) hours of confinement, retrospective to the first Day of Confinement, up to the maximum of thirty (30) days per incident, and up to one hundred and eighty (180) days per Takaful Certificate year.

This benefit is payable provided that the Person Covered submits the following documents within thirty (30) days from the discharge date or the Inpatient treatment date at their own expense:

1. A fully completed dated and signed (by the Participant) claim form;
2. **Physician's** report stating the symptoms, diagnosis and the treatment given; and
3. Receipt and invoice showing the itemized medical expenses.

#### Accidental Death, Medical Expenses and In-Hospital Indemnity Expanded Benefit due to ATM Robbery

It is agreed that during the period of takaful as set forth in this Takaful Certificate Schedule, the abovementioned Takaful Certificate will expand the protection for the Accidental Death, Medical Expenses and In-Hospital Indemnity benefits, whereby the Operator will double the takaful coverage limit set forth in the Takaful Certificate, if such death, medical expenses or

hospitalization is a consequence from the theft or robbery during or after the Person Covered has used the Registered Card at the ATM within ten (10) minutes from the time that the Person Covered started the use of the Registered Card.

Important Document Replacement Benefit: Maximum Benefit RM750, limited to one (1) incident per year

Reimbursement of actual cost of replacing identity documents including national identity card, driver's license, passport or travel document and cost of emergency debit card, credit card, ATM card, or similar card replacement, if required. Total benefit limit is not to exceed the total maximum benefit of RM750.

This benefit will be payable upon documentation of the loss and the following documentation are required to be produced upon submission of a claim:

1. A fully completed, dated and signed (by the Participant) claim form;
2. An original invoice stating the fee of replacing the lost document"

## LIMITS OF LIABILITY

### SINGLE LOSS PER PERSON COVERED PER OCCURANCE

Subject to the aggregate loss of funds per Person Covered as set out below, the Operator's liability for any one Covered Activity of the Person Covered immediately following the withdrawal of funds from an account linked to the Registered Card or any Card Owned by the Person Covered is the amount of cash the Person Covered is robbed of or the daily maximum withdrawal limit, whichever is the lesser amount.

### AGGREGATE LOSS OF FUNDS PER PERSON COVERED

The Operator's total liability for all losses of funds by use of any ATM, credit or debit card involving any Person Covered's Financial Institution Account is the Person Covered's daily withdrawal limit with a limit of two robberies per the Takaful Certificate year

In the case the Person Covered is held by force at the site of the robbery and subsequent withdrawals are made during the same robbery incident, the aggregate amount payable by the Operator shall be equivalent to the amount of cash the Person Covered is robbed of or the total of the daily withdrawal limits during the period of captivity to a maximum aggregate liability of RM7,500 per the Takaful Certificate year.



## GENERAL PROVISIONS

### Coverage

Only the Person Covered listed on the Registered Card is covered under this Takaful Certificate.

Payment by the Operator to the first named Person Covered for loss sustained by any Person Covered shall fully release the Operator on account of such loss.

### Claims

Since this is an annual plan with monthly contribution, any outstanding contribution (if any) will be deducted from the claim amount payable to the Participant.

### Representation

It is represented that the particulars and statements contained in the request for this Takaful Certificate are true and are the basis of this Takaful Certificate and are incorporated in and constitute part of this Takaful Certificate. Any inaccurate or fraudulently made particular and/or statement contained in the application shall be ground for the rescission of this Takaful Certificate whether or not relevant to any loss reported to the Operator.

## CERTIFICATE EXCLUSIONS

### General Exclusions

1. Suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;
2. Sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning directly caused by a Robbery;
3. **The Participant's commission of or attempt to commit a felony;**
4. Declared or undeclared war, or any act of declared or undeclared war.
5. Influenced by drugs, liquor and narcotics.
6. HIV or AIDS or any other venereal disease.
7. Provoked murder or assault.
8. Childbirth, pregnancy and miscarriage.
9. Any pre-existing physical or mental defect or infirmity.
10. Whilst traveling in an aircraft as a member of the crew other than as a fare-paying passenger in an aircraft licensed for passenger service.
11. Involvement in unlawful activities
12. Hazardous sports

### Exclusions Specific to Card Protection, ATM Protection, Robbery, or Personal Accident Benefits due to ATM Robbery

In addition to the exclusions listed above, the benefits related to card protection, ATM protection, robbery, or personal accident benefits due to ATM Robbery are not payable for any loss caused in whole or in part by, or resulting in whole or in part from:

1. Subsequent loss that arises out of the theft of a Registered Card, or from theft of captured information by any means from the ATM unless the card is obtained during the Covered Activity;
2. Loss caused by an officer or employee of the financial institution;
3. Any incident giving rise to a loss or potential loss involving the **Person Covered's** family members as perpetrators of the Robbery (for purposes of this exclusion, family members includes relatives as remote as first cousins);
4. Any costs, charges or expenses incurred by the Person Covered or by any financial institution, in establishing the existence of loss or potential loss provided under the Takaful Certificate or as a party to any legal proceeding, whether or not such legal proceeding, exposes the Participant to loss covered by this Takaful Certificate;
5. Cash left unattended;
6. Any loss resulting from use of a Registered Card for any reason other than the withdrawal of cash from an ATM;

7. Loss resulting from the voluntary giving or surrendering of funds in any exchange or purchase;
8. Any loss resulting from the use of a Registered Card by anyone other than the Person Covered;
9. Damages of any type for which the Person Covered is legally liable, except compensatory damages, but not multiples thereof, arising directly from a loss covered under this Takaful Certificate;
10. Indirect or consequential loss of any nature;
11. Loss that arises from a mysterious or unexplainable disappearance of cash;
12. Subsequent loss that arises out of the theft of any ATM, credit or debit card;
13. Loss caused by an officer or employee of the Person Covered; and
14. Loss of property voluntarily purchased with any ATM, credit or debit card.
15. Loss of Touch & Go card.

#### Exclusions Specific to Classification of Ineligible Persons

In addition to the exclusions listed above, this Takaful Certificate shall not cover death loss to the persons covered directly or indirectly caused:

1. By war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power;
2. By martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
3. By any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force or any de jure or de facto Government or to the influencing of it by terrorism or violence;
4. By fits, hernia, illness of any kind venereal disease including those relating to the Acquired Immune Deficiency Syndrome (AIDS), pregnancy, childbirth, miscarriage, confinement or any complications thereof, intoxicating liquor, drugs, suicide, self-inflicted injury, judicial pronouncement, unlawful act on the part of the persons covered or willful exposure of the persons covered to unnecessary danger except in an attempt to save human life.
5. While the Person Covered is in a state of unsound mind;
6. (a) While the Person Covered is using power-operated wood working machinery or engaging in hunting, mountaineering requiring ropes or guides, steeple chasing, polo, racing of any kind, water skiing, ice or winter sports of any kind, scuba diving, skin diving of any kind including the use of aqua-lungs, boxing, wrestling and training or performing any form of martial arts and all aerial sporting activities unless previous consent of the Operator has been obtained and the Takaful Certificate has been endorsed accordingly. In any event whatsoever any person engaging or participating in any sport on a professional basis, will not be covered under the Takaful Certificate.  
(b) While the Person Covered is riding on a Motorcycle or as a pillion or otherwise in whatsoever circumstances unless the previous consent of the Operator has been obtained and the Takaful Certificate has been endorsed accordingly;
7. While the Person Covered is in on or ascending into or descending from any aircraft other than a fully licensed commercial passenger carrying aircraft in which the Person Covered is travelling as a passenger (on scheduled flights only) other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon;
8. By or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
9. By or arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex howsoever this syndrome has been acquired or may be named.

## OTHER CONDITIONS

### Eligibility

This plan can be offered to a Malaysian citizen or a Permanent Resident in Malaysia, including those holding iPass, who is between 18 years to 65 years next birthday.

### Limits of Takaful Options

**The Limit of Liability is the total limit of the Operator's liability hereunder for loss of funds per Participant's Financial Institution Account arising out of any withdrawals by the Person Covered subject to the daily or twenty-four (24)-hour period withdrawal limit.**

### Territory

This Takaful Certificate provides coverage on a worldwide basis, wherever the Person Covered may travel.

### Coverage Period

This Takaful Certificate applies to Covered Activities of the Person Covered which occurred during the Takaful Certificate period.

### Currency

All amounts payable either to or from Takaful Funds managed by the Operator will be payable in the lawful currency of Malaysia, "RINGGIT MALAYSIA (RM)".

### Report of Robbery

As a result of a Robbery which may give rise to a claim for loss, the Person Covered shall adhere to the following:

1. The Person Covered shall report the Robbery to the police and notify the Operator within 48 hours of the Robbery and;
2. The Person Covered must notarize a statement that a cash withdrawal transaction from the **Financial Institution's** Account occurred at the date, time and location of the Robbery, and submit the claim form, copy of police report, notarized statement and copy of Cash Withdrawal Receipt to the Operator at the earliest practicable moment, not to exceed sixty (60) days after receipt of information from the Participant.

### Non Payment of Contribution

Contributions are payable by auto debit or credit card in advance of any cover under this Takaful Certificate being provided. The Participant must continue to pay his/her contributions to be entitled to claim. It is the Participant's responsibility to ensure there are sufficient funds in his/her account or sufficient credit card limit for deduction to pay for the Takaful Certificate when payment becomes due. Failure to do so may lead to the lapse or cancellation of the Takaful Certificate. The Operator has no liability to inform the Participant of the lack of funds or insufficient credit card limit available for payment.

## Legal Action

No action at law or in equity shall be brought to recover on the Takaful Certificate prior to expiration sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the Takaful Certificate, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required to be furnished under this Takaful Certificate. If the Participant shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Takaful Certificate, the Participant may within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Operator with cogent reason(s) for the failure to comply with the Takaful Certificate terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Operator. After such grace period has expired, the Operator shall not accept, for any reason whatsoever, such written proof of loss.

## Misstatement of Age

All ages referred to in this Takaful Certificate shall be the age of the Participant next birthday. In the event that the age has been misstated and if the correct age of the Participant is outside the range provided under this Takaful Certificate, this Takaful Certificate in respect of that Participant shall be void.

## Misstatement of Relationship

Participant's **relationship with** Person Covered shall be identified by this plan selected as shown in the Schedule. In the event that the relationship of the Person Covered has been misstated and if through the correct relationship, the Person Covered has no permissible interest under this plan provided under this Takaful Certificate, the Takaful coverage in respect of that Person Covered shall be void.

## Fraudulent Claims or Misrepresentation in Application

We will not pay for any claims which is in:

1. Any part fraudulent means, which is used by the Participant or Person Covered or anyone on his/her behalf to obtain benefits under this Takaful Certificate; and / or
2. In any event of fraudulent claim or misrepresentation of any facts with respect to the Participant or Person Covered that is material to the Takaful provided under this Certificate, the Operator may at his discretion terminate the Takaful Certificate or Takaful with respect to a Participant.

## Other Insurance/Takaful

If there is any other valid and collectible insurance / takaful that would apply in the absence of this certificate, the takaful coverage under this Takaful Certificate shall apply only as excess takaful over such other insurance / takaful.

No person shall be covered under more than one Takaful OnGuard Card Protection issued by Hong Leong MSIG Takaful Berhad. In the event that the Person Covered is covered under more than one such Takaful Certificate:

- a) We will consider that Person Covered to be covered under the Takaful Certificate which provides the greatest amount of Benefit;
- b) Where the Benefit under each such Takaful Certificate is identical, We will consider that Person Covered to be covered under the Takaful Certificate first issued;
- c) We will cancel any duplicated Takaful Certificate and refund any contribution paid under such Certificate.

#### Recoveries

Any recoveries, less the cost of obtaining, made after settlement of loss covered by this Takaful Certificate will be distributed to the Person Covered until the Person Covered is reimbursed for any loss that the Person Covered sustains that exceeds the Limit of Liability and then to the Operator until the Operator is reimbursed for the settlement made.

#### Residential Qualification

This Takaful Certificate only applies while the Participant is a resident of Malaysia. In the event of change of residence the Participant shall notify the Operator in writing and the Takaful Certificate with respect of that Participant shall be terminated. For this purpose, change of residence means living or intending to live outside Malaysia, Singapore or Brunei in excess of twelve (12) consecutive calendar months. Failure to notify of this change shall invalidate the Takaful with respect of that Participant with effect from the date he/she leaves Malaysia, Singapore or Brunei.

#### Cancellation

This certificate may be cancelled by the Participant by mailing to the Operator a written notice stating the effective date of such cancellation. Where cancellation is notified after monthly Contribution payment has been deducted / billed but before expiry of current term, the coverage will be extended in tandem with the deduction. The Participant has the option for refund rather than extended cover but will be required to submit a refund request directly to the Operator.

The Operator may cancel this Takaful Certificate by mailing to the Participant at the address shown in this Certificate, a thirty (30) days' prior written notice stating when such cancellation shall be effective. The aforesaid mailing notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the certificate period.

#### Assignment

Assignment of interest under this Takaful Certificate shall not bind the Operator until its consent is endorsed hereon.

#### Non-Accumulation of Limit of Takaful

Regardless of the number of years this Takaful Certificate remains in force or the number of contributions paid, no limit of takaful accumulates from year to year or period to period.

#### Interest Covered

Benefits payable under this certificate will be payable in the name of the Participant and Person(s) Covered.

#### Wakalah Fee

The Operator is entitled to receive from each Contribution the prescribed Wakalah Fees for its services rendered which shall be deducted upon payment of Contribution by the Participant as set out in the Schedule. The level of Wakalah Fees inclusive of all distributors' commissions shall vary by type of coverage and be defined as a percentage (%) of each allocated Contributions. The fees shall be transferred to the Operator.

## Risk Fund

1. The Tabarru charge determined as 100% of gross contribution, net of Wakalah Fees shall be allocated to the relevant Risk Fund, by which Takaful events shall be covered. The Risk Fund shall be invested in Shariah-compliant instruments and the yearly investment profit earned on the Risk Fund shall remain in the Risk Fund. Surplus arising from the Risk Fund, if any, is calculated annually at the end of each of the Operator's financial year. The said surplus shall be inclusive of the investment profit from the Risk Fund.
2. The shareholders of the Operator shall arrange, if necessary, Qard (or an interest free financing), in the event that any of the Risk Funds get into a deficit situation towards solvency of the Risk Funds after using the Contingency Reserves. The financing shall be repaid only on the original amount disbursed, from the future surplus of the Risk Fund, in a lump sum or on an installment basis depending on the emerging future surplus and the amount of the financing disbursed.
3. After taking into consideration the amount set aside for Contingency Reserve, 50% of the balance surplus amount, if any, shall be given to the Operator as performance fee based on Ju'alah contract. The remaining 50% of the balance surplus amount shall be payable to the eligible Participant upon expiry/maturity of their Takaful Certificates following the Operator's financial year end closing. However, if the amount payable is RM10 or less, such amount shall be donated to the Risk Fund instead.
4. In the event of any claim made by the Participant during the Period of Takaful, the remaining surplus amount in respect of the Participant, if any, shall be donated to the Risk Fund.
5. The Operator on behalf of all the Participants shall be authorized to procure retakaful to protect the interests of the all Participants. Retakaful arrangement for each Risk Fund shall be made independently and the retakaful contributions shall be paid from the relevant Risk Funds. In case that the required retakaful that is appropriate and fair for the protection of the participants is not available, the Operator has the right to make the appropriate reinsurance arrangements as necessity.
6. Any Takaful benefits payment under this Takaful Certificate shall be payable from the Takaful Fund managed by the Operator to the Participant. Any receipt or discharge which the Participant may give to the Operator for any Takaful benefit under this Takaful Certificate shall be deemed final and complete termination of all rights of the Participant in respect of such claim.

## Termination of Certificate

### 1. Termination by Participant/Person Covered

If the Participant or Person Covered gives notice in writing to the Operator to terminate this Takaful Certificate, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later.

### 2. Automatic Termination

All coverage under this Takaful Certificate will be terminated (with no refund contribution):

- a) Upon the death of the Participant;
- b) Upon the full payment of the Sum Covered;
- c) On the expiry of the extension or renewal of any period of Takaful on which the Participant ceases to be eligible Participant when he/she attains the age of seventy (70) years; or
- d) When neither the Participant nor Person Covered are eligible as Participant

WHICHEVER is earlier.

### 3. Termination by Operator

Subject to the provisions of this Takaful Certificate, the Operator may give notice of termination hereof by registered post to Participant at Participant's last known address. Such a termination shall become effective not more than fourteen (14) days following the date of such notice.

#### 4. Termination due to Non-Payment of Contribution

- a) If the initial Contribution charged to the Participant's Financial Institution Account is not paid, this Takaful Certificate will be deemed to be void from inception.
- b) If one or more Contribution payments have been made, non-payment of subsequent Contribution will result in termination of the Takaful Certificate as of the date unpaid Contribution was due. No further refund will be made.

#### 5. Effective Time of Termination

This Takaful Certificate, in respect of any Participant hereunder, shall terminate at 12:01 a.m. Malaysia time on the relevant date specified in the Schedule.

## COMPLAINTS

If you have any complaints in relation to our services rendered and/or to matters relating to this Certificate, you are advised to contact our Customer Service Improvement Unit at:

### Customer Service Unit

Hong Leong MSIG Takaful Berhad  
Level 5, Tower B, PJ City Development,  
No. 15A, Jalan 219, Seksyen 51A,  
46100 Petaling Jaya, Selangor, Malaysia.  
Telephone: +603-76501800  
Facsimile: +603-76506730  
Email: [ReachUs@takaful.hongleong.com.my](mailto:ReachUs@takaful.hongleong.com.my)

In the event you are not satisfied with our response or decision, you may submit your complaint to the Ombudsman for Financial Services (OFS) at the following address within six (6) months from the decision of the Takaful Operator with a brief description of the complaint, the name of the Takaful Operator and the Takaful Certificate number. Kindly check with our Customer Service Department on the proper avenue for dealing with your complaint.

### Ombudsman for Financial Services

*(Formerly known as Financial Mediation Bureau)*

Level 14, Main Block,  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel. No.: 603-2272 2811  
Fax No.: 603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

You may refer any enquiries or complaints pertaining to any Takaful related matter on this Certificate may be referred to the Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat (BNMLINK) at the following address:

Ground Floor, D Block,  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel.: +603-2698-8044 ext 8950 / 8958

OR

### Contact Centre (BNMTELELINK)

Corporate Communications Department  
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)

## OnGuard Additional Services Guide

### Stay Protected Wherever You Go with OnGuard™

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Protect yourself from the loss or theft of your cards and mobile phones in Malaysia and around the world. OnGuard is there for you 24/7 to provide you with the ease of mind in the event that your cards or mobile phone is lost or stolen and emergency cash assistance should the need arise. This guide explains all the services available to OnGuard customers. Please take a few moments to read it carefully, **so you're fully aware of how** OnGuard can provide peace of mind – no matter where life takes you.

#### Card Lost or Stolen? We Can Help.

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In the unfortunate event of an ATM robbery, fraudulent activity or loss of your credit, debit and/or cash cards, our trained customer service staff is available 24 hours a day, 7 days a week to provide immediate advice and assistance. They will put you into contact with all of your major card issuers, so you can report your cards lost or stolen and avoid becoming a victim of fraud. They will also advise you on:

- a. The critical next steps that are needed
- b. Who to contact to report the incident
- c. How to safeguard yourself from further financial liability

#### Travel Emergency & Convenience Services

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If you are stranded away from home with no money and your wallet, credit and debit cards have been lost or **stolen, and your air ticket gone, don't worry! As a valued OnGuard customer, you are entitled to our cash** assistance and travel emergency services.

##### Emergency Cash Advance\*

Upon confirmation of your location, we will make arrangement for transfer of cash (up to RM6,000) to the nearest Western Union or other remittance centre. Our experienced staff will provide you with clear instructions on the amount advanced and where to pick up the cash.

##### Emergency Travel Arrangement\*

In the event of an emergency or a sudden need to return to your country of residence, our trained customer service staff will be able to assist you in making new arrangements and reservations for air ticket, hotel accommodation and other travel-related services.

##### Emergency Phone in Touch

If your mobile phone happens to be lost or stolen as well, our customer service staff can also coordinate emergency contact and assist you to set up a call to connect you to one of your family members, friends or colleagues, and you will have up to 60 minutes of talk time per year.

##### Lost Passport Assistance & Consulate / Embassy Referral

If you were to lose your passport while traveling abroad, you can contact our dedicated 24-hour hotline number and our trained customer service staff will provide you contact information of the nearest and appropriate consulate / embassy.

*\* To be eligible for Emergency Cash Advance and Travel Arrangement services, you must be at least 160 km away from home. Refer to [www.OnGuard.com.my/FAQs](http://www.OnGuard.com.my/FAQs) for more details.*



## Medical and Legal Help are Just a Phone Call Away^

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Should you ever require medical attention, whether in Malaysia or outside the country, our experienced customer service staff has access to an extensive global network of doctors, specialists and hospitals, so you can be directed to the nearest and most suitable medical professionals.

Similarly, in the event that you require legal assistance, our customer service representatives can tap into an extensive global legal network to help you find a lawyer who can address your specific concerns.

*^ Clients are responsible for any fees incurred.*

## Protect Your Mobile Phone. Protect Your Information.

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If you lose your mobile phone, the OnGuard Mobile App can help to locate your phone, protect you against fraudulent charges, as well as safeguard your valuable personal information.

To enjoy this service, simply complete the following steps:

Step 1:

Visit [www.OnGuard.com.my](http://www.OnGuard.com.my), locate 'Already Protected by OnGuard?' on the top right corner of the page and click 'Download OnGuard Mobile App'

Step 2:

Fill in your personal particulars and accept the terms & conditions, before clicking Submit

Step 3:

You will receive an invitation SMS/ email with a link to download the OnGuard mobile app within 24 hours

Once installed and activated on your mobile phone, you can back up your contacts information and set up various locking features to protect your phone. Do take a moment to familiarize yourself with the full functionality of the OnGuard mobile app.

As a valued OnGuard customer, we aid in the return of your lost phone. In the event that it is found and returned, we will make arrangement for a secure pickup and return you the phone at no additional cost.

## Frequently Asked Questions

What are the features supported by the OnGuard mobile app?

Feature	Description	Android	Blackberry	iPhone	Windows 8
Activate Lock - Web	By issuing lock command from the web, it will automatically lock and trigger the siren, a location request and picture capture	✓	✓	1	2
Activate Lock - SMS	By sending an SMS to the phone, it will automatically lock and trigger the siren, a location request and picture capture	✓	✓		
Deterrence and Incentive	Upon remote locking, it will sound the siren attracting attention and deterring thief. Finders are encouraged to return the phone by a message on the lock screen	✓	✓	✓	✓
SIM Lock	Lock phone if SIM card is changed	✓	✓		
Post-SIM Change Location	Locate the phone after a new SIM is inserted	✓	✓		
Roaming Lock	Lock phone if phone is in roaming mode	✓	✓		
Inactivity Lock	Lock phone after a period of inactivity	✓	✓	3	
Call Pattern Lock	Lock phone if calls are made to numbers not in contacts	✓	✓		
International Call Lock	Lock phone if calls are made to selected countries	✓	✓		
Location History	Provide a history of the locations of the phone over a specified period of time	✓	✓	✓	✓
Contact Backup	Securely backup user contacts on the phone to an online location	✓	✓	✓	✓
Contact Restore	Restore backed up contacts from online location onto a new phone	✓	✓	✓	
Device Wipe - Contacts and Email	Erase all your confidential data from your phone, including contacts and email	✓	✓	4	
Device Wipe - SMS and Call History	Erase all your confidential data from your phone, including SMS and Call History	✓		4	
Device Wipe - External SD Card	Erase all your confidential data from your phone, including photos	5	✓		
Picture Capture and Storage	On lock activation, a snapshot will be taken to capture the image of the thief or person who tries to access the smartphone	✓		✓	✓

1 Lock is achieved through the creation of a security profile on the device during installation

2 A lock command will trigger the siren, a location request and picture capture. However, Windows phone does not allow complete locking

3 Lock is achieved through the use of iPhone auto-lock

4 Wipe is achieved through the installation of the Apple security configuration profile which must be installed for the wipe feature to function

5 On supported manufacturers and specific Android OS versions only

What do I do if my phone is lost or stolen?

When you first become aware that your phone is missing, you should immediately perform a Lock and Locate activity.

Step 1:

Lock your phone to protect it from unauthorized use. To lock it, log in to the online vault at [www.OnGuard.com.my](http://www.OnGuard.com.my), click on the Lost icon, and confirm activation of lost mode.

Alternatively, for selected smartphones, you can also text your four-digit Locking Code from any other mobile phone to lock your phone.

Step 2:

Locate your phone. When you are logged in to the online vault at [www.OnGuard.com.my](http://www.OnGuard.com.my), click on the Locate icon, and you should be able to see your phone's location on a map.

For more Frequently Asked Questions, please visit [www.OnGuard.com.my/FAQs](http://www.OnGuard.com.my/FAQs).

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## How to Contact Us

For details on the services stated herein, visit our website: [www.OnGuard.com.my](http://www.OnGuard.com.my)

Tel. No. : 603 7841 5776  
(24 hours, 7 days a week)

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## Enrollment Conditions

**"You" and "Customer" mean the person who has enrolled in the OnGuard service.**

Use of the service and any information received through it are entirely at your own risk.

We reserve the right to modify these terms and conditions from time to time in accordance with applicable laws.

We also reserve the right to modify the services included in your enrollment. This guide and the supporting documentation pertaining to non-takaful services contained in this fulfillment package are prepared solely by Sigma Loyalty Marketing Sdn Bhd.

OnGuard™ is a trademark of Sigma Loyalty Marketing Sdn Bhd ("**Sigma**") **has been appointed to provide the services set out in this guide ("Services")** and shall be solely responsible for the performance of the Services by Sigma. Hong Leong MSIG Takaful Berhad shall not be responsible or liable for any failure by Sigma to perform the Services for any reason whatsoever or cause, including any loss, damages, costs and/or expenses, which may be incurred or sustained as a consequence of any default or failure to perform such Services.