CERTIFICATE FOR
Medical Malpractice
TAKAFUL

STMAB ELITE MEDICAL MALPRACTICE CERTIFICATE FOR INDIVIDUAL PRACTITIONERS

Certificate Wordings

In consideration of the payment of the contribution and in reliance upon all statements made and information provided to **STMAB**, including statements made in the **Proposal** and materials accompanying it, which it is agreed shall form the basis of this Takaful, and subject to all the terms and conditions of this **Certificate**, **STMAB** agrees as follows:

1. Covering Clause

1.1 Medical Incident Claim

STMAB shall pay on behalf of the **Participant** all **Loss** resulting from any **Claim** arising from a **Medical Incident** by the **Participant** in the provision of **Professional Healthcare Services** provided that such **Claim** is first made against the **Participant** during the **Period of Takaful**.

1.2 Legal Representation at Inquiry

STMAB shall pay on behalf of the **Participant** all **Loss**, up to the sub-limit specified in Item 5(c) of the **Schedule**, incurred directly in connection with the **Participant** co-operating with an **Inquiry** provided that such **Inquiry** is first commenced against the **Participant** during the **Period of Takaful**.

1.3 Vicarious Liability

STMAB shall pay on behalf of the **Participant** all **Loss** resulting from any **Claim** against the **Participant** arising from any act, error or omission of any locum doctor covering the duties of the **Participant** in the provision of **Professional Healthcare Services** for which the **Participant** is legally liable provided that such **Claim** is first made against the **Participant** during the **Period of Takaful**.

This Covering Clause 1.3 does not prevent **STMAB** from seeking recovery against such person or entity.

2. Automatic Extensions

Each of the following Extensions automatically applies unless otherwise stated in the endorsements. Each of the Extensions is subject to all of the terms and conditions of this **Certificate** unless otherwise stated in this Clause 2. None of these Extensions increase the limits of liability specified in the **Schedule**.

2.1 Good Samaritan Acts

STMAB agrees to extend cover to any **Loss** resulting from a **Claim** or **Inquiry** arising from the provision of **Emergency First Aid Services** by the **Participant.**

2.2 Defamation

STMAB agrees to extend cover to any **Loss** resulting from a **Claim** for unintentional defamation by the **Participant** in the provision of **Professional Healthcare Services**.

STMAB shall not be liable to make any payment under this **Certificate** for any **Claim** directly or indirectly caused by, arising out of or in any way connected with intentional defamation.

2.3 Intellectual Property Infringement

STMAB agrees to extend cover to any **Loss** resulting from a **Claim** for unintentional infringement of any intellectual property right (other than patent right) by the **Participant** in the provision of **Professional Healthcare Services**.

STMAB shall not be liable to make any payment under this **Certificate** for any **Claim** directly or indirectly caused by, arising out of or in any way connected with intentional infringement of any intellectual property right.

2.4 Loss of Documents

Notwithstanding Exclusion 4.2 (Property Damage), **STMAB** agrees to extend cover to any **Loss** resulting from a **Claim** for the loss of, damage to or destruction of **Documents** for which the **Participant** is legally responsible in the provision of **Professional Healthcare Services** and which cannot be found after diligent search, provided that:

(a) the **Loss** recoverable under this Extension 2.4 is limited to the reasonable and necessary costs, charges and expenses in replacing or restoring the **Documents**; and

(b) the loss of, damage to or destruction of such **Documents** was first discovered by the **Participant** during the **Period of Takaful**; and

(c) the **Claim** for such costs, charges and expenses is supported by satisfactory proof of loss (including bills and accounts) which shall be subject to approval (which shall not be unreasonably withheld) by a competent person nominated by **STMAB** with the **Participant**'s approval; and

(d) this Extension 2.4 shall not provide coverage for any costs, charges or expenses directly or indirectly relating to any **Documents** which have been destroyed, damaged or lost as a result of fading, mould, vermin, pest infestation, wear, tear or other gradually operating causes.

STMAB's total liability under this Extension 2.4 shall not exceed the sub-limit specified in Item 5(d) of the **Schedule**.

The cover provided by this Extension 2.4 applies regardless of the **Retroactive Date**.

The **Excess** does not apply to this Extension 2.4.

2.5 Run Off Cover

STMAB agrees, in the event that the **Participant** permanently ceases to provide all **Professional Healthcare Services** during the **Period of Takaful**, the coverage provided under this **Certificate** shall continue until the end of the **Period of Takaful**, provided that such coverage shall only apply in respect of a **Claim** or **Inquiry** arising from **Professional Healthcare Services** provided prior to the date the **Participant** permanently ceased to provide all **Professional Healthcare Services**.

STMAB may, at its sole discretion and on such additional terms, conditions and contribution as **STMAB** may require, extend the coverage provided by this Extension 2.5 to include any **Claim** or **Inquiry** first made against the **Participant** within a period of 72 months from the end of the **Period of Takaful,** provided that such coverage shall only apply in respect of a **Claim** or **Inquiry** that arises from **Professional Healthcare Services** provided prior to the date the **Participant** permanently ceased to provide all **Professional Healthcare Services**.

2.6 Emergency Defence Costs and Legal Representation Expenses

Notwithstanding Claims Condition 5.2(b) (Conduct of Proceedings), **STMAB** agrees, in the event it is not possible for the **Participant** to obtain **STMAB**'s written consent prior to the incurring of **Defence Costs** or **Legal Representation Expenses**, to give retrospective consent as long as **STMAB**'s consent is sought within 30 days of the first of such **Defence Costs** or **Legal Representation Expenses** being incurred.

STMAB's total liability under this Extension 2.6 in respect of **Defence Costs** incurred for each **Claim** and **Legal Representation Expenses** incurred for each **Inquiry** shall not exceed 10% of the limit of liability specified in Item 5(a) or 10% of the sub-limit of liability specified in Item 5(c) of the **Schedule** respectively. Notwithstanding the aforesaid, **STMAB**'s total liability under this Extension shall not exceed 25% of the limit of liability specified in Item 5(b) of the **Schedule**.

2.7 Advancement of Defence Costs and Legal Representation Expenses

STMAB agrees to advance any covered **Defence Costs** and **Legal Representation Expenses** within 30 days of receipt and approval of an invoice for such **Defence Costs** or **Legal Representation Expenses**.

3. Optional Extensions

The following Extension applies only if the Extension is shown to be included in the **Schedule**. This Extension is subject to all of the terms and conditions of this **Certificate** unless otherwise stated in this Clause 3. This Extension does not increase the limits of liability specified in the **Schedule**. Any sub-limit applicable to this Extension forms part of and is not in addition to the limits of liability specified in the **Schedule**.

3.1 Cyber and Privacy Infringement

Notwithstanding Exclusion 4.18 (Cyber and Privacy Infringement) of this **Certificate**, **STMAB** agrees to extend cover to any **Loss** resulting from a **Claim** or an **Inquiry** for any unintentional **Cyber and Privacy Infringement** by the **Participant** in the provision of **Professional Healthcare Services**.

STMAB shall not be liable to make any payment under this **Certificate** for any **Claim** or **Inquiry** directly or indirectly caused by, arising out of or in any way connected with:

(a) intentional **Cyber and Privacy Infringement**; or

(b) the failure by the **Participant** to take all reasonable and proper steps and precautions to maintain and upgrade its **Computer System** to no lesser than the security standards prevailing in the industry in which the **Professional Healthcare Services** is carried on or to maintain the security of **Personal Information** and otherwise comply with **Personal Information Law** to no lesser than the general security standards prevailing in that industry; or

(c) the failure of any mechanical, electrical, computer or telecommunications system including a **Computer System**; or

(d) the failure by the **Participant** to obey an order of or notice from any government, regulatory or public authority to make correction or take action in the event of a breach of **Personal Information Law**.

STMAB's total liability under this Extension in respect of each **Claim** or **Inquiry** shall not exceed 25% of the limit of liability specified in Item 5(a) of the **Schedule** or 25% of the sub-limit of liability specified in Item 5(c) of the **Schedule** respectively. Notwithstanding the aforesaid, **STMAB**'s total liability under this Extension shall not exceed 25% of the limit of liability specified in Item 5(b) of the **Schedule**.

4. Exclusions

The **Insurer** shall not be liable to make any payment under this **Certificate**:

STMAB shall not be liable for any **Loss** or any other payment under this **Certificate**:

4.1 Breach of Contract & Assumed Liabilities & Duties

directly or indirectly caused by, arising out of or in any way connected with any actual or alleged liability assumed under any contract, agreement or understanding except to the extent that such liability would have attached to the **Participant** in the absence of such contract, agreement or understanding.

4.2 Property Damage

directly or indirectly caused by, arising out of or in any way connected with any loss of, damage to or destruction of property (including the loss of use thereof).

4.3 Financial Failure & Trading Debts

directly or indirectly caused by, arising out of or in any way connected with any debt of the **Participant** or any guarantee or other undertaking or obligation given by the **Participant** for a debt.

4.4 Fraud, Dishonesty & Intentional Conduct

directly or indirectly caused by, arising out of or in any way connected with any dishonest or fraudulent act or omission, or any malicious, criminal or intentional breach of the law, committed or condoned or allegedly committed or condoned by the **Participant**, or the gaining by the **Participant** of any profit or advantage to which the **Participant** is not legally entitled.

4.5 Managerial Liability

directly or indirectly caused by, arising out of or in any way connected with any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Participant** in the capacity of a partner, director, secretary, or officer of any **Practice Entity**, any other entity, partnership or company, or in the capacity of a trustee of any trust.

4.6 Obligations to Employees

directly or indirectly caused by, arising out of or in any way connected with any breach of any obligation or duty owed to any **Employee** or prospective employee under any contract, or under any legislation or other law for the protection of employees, or arising out of or in the course of that **Employee**'s employment or prospective employment by the **Participant**.

4.7 Occupier's Liability

directly or indirectly caused by, arising out of or in any way connected with the ownership, lease, rental, hire, occupation, maintenance or use by the **Participant** of any land, building or premises.

4.8 Pollution

directly or indirectly caused by, arising out of or in any way connected with **Pollution** or **Pollutants** in whatever form or quantity.

4.9 Prior Matters

directly or indirectly caused by, arising out of or in any way connected with any:

(a) **Claim** first made or any **Inquiry** first commenced before the **Period of Takaful**; or

(b) **Claim**, **Circumstance** or **Inquiry** notified in whole or in part before the **Period of Takaful** to **STMAB**, to any other insurer or under any indemnity or any agreement for payment or compensation to or for the benefit of the **Participant**, including but not limited to any indemnification provided through the Medical Defence Union or Medical Protection Society or any equivalent thereof; or

(c) **Circumstance** which was known to or ought reasonably to have been known to the **Participant** prior to the **Period of Takaful**.

4.10 Related Persons & Entities

directly or indirectly caused by, arising out of or in any way connected with any **Claim** brought or maintained by or on behalf of:

(a) any entity owned or controlled by the **Participant**; or

(b) any person or entity who, at the time of the act, error or omission giving rise to the **Claim** is a **Relative** of the **Participant** or controlled by a **Relative** of the **Participant**

unless such **Claim** originates from an independent third party claimant.

4.1 War & Terrorism

directly or indirectly caused by, arising out of or in any way connected with or in consequence of:

(a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or

(b) any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, this Exclusion 4.11 shall not apply to any **Claim** or **Inquiry** arising directly from the provision of **Professional Healthcare Services**.

4.12 Products Liability

directly or indirectly caused by, arising out of or in any way connected with any goods or products (including, without limitation, any medication, medical devices and equipment) designed, manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of the **Participant**.

4.13 Clinical Trials

directly or indirectly caused by, arising out of or in any way connected with the conduct of any **Clinical Trial** by the **Participant**.

However this Exclusion 4.13 shall not apply to a **Claim** or **Inquiry** for **Bodily Injury** arising directly from the provision of **Professional Healthcare Services** by the **Participant**.

4.14 Intoxication

directly or indirectly caused by, arising out of or in any way connected with the rendering, or failure to render **Professional Healthcare Services** by the **Participant** while under the influence of any intoxicants, alcohol or drugs or medication.

4.15 Molestation

directly or indirectly caused by, arising out of or in any way connected with the actual, alleged or threatened molestation of, mental or physical abuse of, or other interference with, any person.

4.16 Prescription of Controlled Medications

directly or indirectly caused by, arising out of or in any way connected with any deliberate or malicious act, error or omission related to the prescribing of controlled medicine.

4.17 Elective Cosmetic Surgery

directly or indirectly caused by, arising out of or in any way connected with the conduct of elective cosmetic surgery.

However, this Exclusion 4.17 shall not apply to the provision by the **Participant** of reconstructive plastic surgery and related medical services in connection with the reconstructive plastic surgery.

4.18 Cyber and Privacy Infringement

directly or indirectly caused by, arising out of or in any way connected with any **Cyber and Privacy Infringement**.

4.19 Unlicensed or Unapproved Products

directly or indirectly caused by, arising out of or in any way connected with any goods or products (including, without limitation, any medication, medical devices and equipment) that are:

(a) not licensed in accordance with any applicable standards of the Malaysian Ministry of Health ("MOH") or other equivalent regulatory or governmental body in the jurisdiction where the **Professional Healthcare Services** are provided; or

(b) not approved for marketing by the MOH or other equivalent regulatory or governmental body in the jurisdiction where the **Professional Healthcare Services** are provided, to the extent such approval is required; or

(c) not exempt from any requirement for a license or for approval to market, by the MOH or other equivalent regulatory or governmental body in the jurisdiction where the **Professional Healthcare Services** are provided.

4.20 Territory and Jurisdiction

arising out of or in any way connected with:

(a) any **Medical Incident** within the territorial limits of the United States of America or the Dominion of Canada and their territories or protectorates; or

(b) any legal proceedings brought in the United States of America or the Dominion of Canada and their territories or protectorates; or

(c) the enforcement of any judgment, award or order obtained within or determined pursuant to the laws of the United States of America or the Dominion of Canada and their territories or protectorates even if only to a limited extent; or

(d) legal proceedings in which the laws of the United States of America or the Dominion of Canada and their territories or protectorates apply even if only to a limited extent.

4.21 Sanctions

to the extent that the provision of cover for or the payment of, such **Loss** or any other payment under this **Certificate**, would expose **STMAB**, or its parent or affiliate or ultimate holding company to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Malaysia or United States of America.

5. Claims Conditions

5.1 Notification of Claims, Inquiries, Medical Incidents and Circumstance

(a) It is a condition precedent to the exercise of any right by the **Participant** under this **Certificate** that the **Participant** gives written notice of any **Claim** or **Inquiry** as soon as practicable, but always no later than 90 days after the expiry of the **Period of Takaful** to:

The Claims Manager
Syarikat Takaful Malaysia Am Berhad
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
P.O. Box 11483,
50746 Kuala Lumpur
Telephone: +603 2268 1984

(b) If the **Participant** becomes aware of any **Circumstance** during the **Period of Takaful**, the **Participant** must give written notice of such **Circumstance** to **STMAB,** then, provided that such written notice is given to **STMAB** during the **Period of Takaful**, any **Claim** or **Inquiry** which may subsequently be made against the **Participant** arising out of such **Circumstance** shall be deemed first made against the **Participant** during the **Period of Takaful**.

(c) All notifications under this **Certificate** must include the following information:

(i) a specific description of the **Claim**, **Inquiry** or **Circumstance**, including the manner in which the **Participant** first became aware of the **Claim**, **Inquiry** or **Circumstance** and the relevant dates; and

(ii) the details of any parties involved; and

(iii) a copy of any written demand or assertion and any document relating to the commencement of proceedings against the **Participant** once available.

5.2 Conduct of Proceedings

(a) It is the duty of the **Participant**, not **STMAB**, to defend any **Claim** or to respond to any **Inquiry** made against the **Participant**. **STMAB**, however, may take over and conduct (in the name of the **Participant**) the defence of any **Claim** or to respond to any **Inquiry** in respect of which **STMAB** is or may be liable to indemnify such **Participant**.

(b) The **Participant** must not incur any **Defence Costs** or **Legal Representation Expenses** without the prior written consent of **STMAB**, which shall not be unreasonably withheld. **STMAB** is not liable to indemnify the **Participant** for any **Defence Costs** or **Legal Representation Expenses** unless **STMAB** provides its prior written consent to the incurrence of such **Defence Costs** or **Legal Representation Expenses**.

(c) The **Participant** must not settle or make any admission, offer, payment or otherwise assume any contractual or other obligation in relation to any **Claim** or **Inquiry** in respect of which **STMAB** is, or may be, liable to indemnify the **Participant**, without the prior written consent of **STMAB**. **STMAB** is not liable to indemnify the **Participant** for any settlement, admission, offer, payment or assumed obligation unless **STMAB** provides its prior written consent.

5.3 Multiple Claims and Related Conduct

For the purpose of determining cover under this **Certificate**:

(a) all **Claims** or **Inquiries** arising from:

(i) one act, error or omission; or

(ii) acts, errors or omissions which are the same or are attributable to the one source or originating or underlying cause,

shall be regarded as one **Claim** or one **Inquiry** respectively.

(b) when there are both **Claims** and **Inquiries** arising from:

(i) one act, error or omission; or

(ii) acts, errors or omissions which are the same or are attributable to the one source or originating or underlying cause,

these **Claims** and **Inquiries** shall be regarded as one **Claim**.

5.4 Mitigation and Co-operation

(a) The **Participant** must at its own expense take all reasonable steps and precautions in doing all things reasonably practicable to avoid or minimise any actual or potential **Loss** arising from any actual or possible **Claim** or **Inquiry** under this **Certificate**.

(b) The **Participant** must, at their own expense and on an ongoing basis, give **STMAB** and any investigators or legal representatives appointed by **STMAB** all information they reasonably require, and full co-operation and assistance in the conduct of any investigation (including investigations for the purpose of enabling **STMAB** to determine its liability to provide an indemnity under this **Certificate**), defence, settlement, avoidance or reduction of any actual or possible **Claim** or **Inquiry**.

5.5 Disclosure of Information

Legal representatives appointed by **STMAB** to act on the **Participant**'s behalf shall be entitled to disclose to **STMAB** any information obtained while so acting and the **Participant** agrees to waive any claim for legal professional privilege to the extent that the privilege would otherwise prevent such legal representatives from disclosing information to **STMAB**.

5.6 Disputes as to Defence & Settlement of Claims

(a) If a dispute arises between **STMAB** and the **Participant** as to whether a **Claim** or **Inquiry** should be contested, neither **STMAB** nor the **Participant** will require the other to contest the **Claim** or **Inquiry** unless a Senior Counsel or a lawyer of equivalent status (to be mutually agreed or, in default of agreement, the **Participant** is to select one of three Senior Counsels, or lawyers of equivalent status nominated by **STMAB**) recommends that the **Claim** or **Inquiry** should be contested. **STMAB** will brief the Senior Counsel or a lawyer of equivalent status to advise on whether or not the **Claim** or **Inquiry** should be contested and if not, on the amount for which the **Claim** or **Inquiry** should be settled. In providing such advice and in making any recommendation as to settlement, the Senior Counsel or a lawyer of equivalent status is entitled to take into account both legal and commercial considerations. The Senior Counsel or a lawyer of equivalent status must have regard to the damages and costs that are likely to be recovered, the **Defence Costs** or **Legal Representation Expenses** that will be incurred in contesting the **Claim** or **Inquiry** and the prospects of the **Claim** or **Inquiry** being successfully defended. The costs of obtaining this recommendation will be borne by **STMAB**.

(b) If the Senior Counsel or a lawyer of equivalent status recommends that settlement of the **Claim** or **Inquiry** should be attempted, then settlement of the **Claim** or **Inquiry** must be attempted as recommended.

(c) Where settlement is attempted in accordance with the recommendation of the Senior Counsel or a lawyer of equivalent status but is unsuccessful, **STMAB** will continue to indemnify the **Participant** subject to the terms and conditions of this **Certificate**.

(d) If a settlement recommended by the Senior Counsel or a lawyer of equivalent status is acceptable to the claimant, but the **Participant** refuses to consent to such settlement, **STMAB**'s liability, in respect of the **Claim**, will be limited to the amount for which the **Claim** could have been settled, plus the **Defence Costs** incurred up to the date the refusal to consent was made.

(e) If a settlement recommended by the Senior Counsel or a lawyer of equivalent status is acceptable to the regulatory body or medical association conducting the **Inquiry**, but the **Participant** refuses to consent to such settlement, **STMAB**'s liability, in respect of the **Inquiry**, will be limited to the **Legal Representation Expenses** incurred up to the date the refusal to consent was made.

5.7 Allocation

In the event the **Participant** is a party to a demand, legal proceedings or inquiry which is covered only in part by this **Certificate**, the **Participant** and **STMAB** will use their best efforts to agree upon a fair and proper allocation of **Loss** or any other amount participant under this **Certificate** which relate solely to what is covered under this **Certificate**.
In the event that an agreement cannot be reached, the Senior Counsel or a lawyer of equivalent status (to be mutually agreed or, in default of agreement, the **Participant** is to select one of three Senior Counsels or lawyers of equivalent status nominated by **STMAB**) shall determine, as an expert but not an arbitrator, a fair and proper allocation, such determination to be binding to the parties. Until Senior Counsel or a lawyer of equivalent status has made his or her determination **STMAB** may, in its absolute discretion, pay such **Loss** or any other amount participant under this **Certificate** as it considers appropriate. The costs of obtaining this determination shall be borne equally by the **Participant** and **STMAB**.

5.8 Subrogation

If any payment is made by **STMAB** in respect of a **Claim** or **Inquiry** under this **Certificate**, **STMAB** will be subrogated to all rights of indemnity, contribution or recovery of the **Participant** in relation to that payment. The **Participant** may not surrender any right, or settle any claim for indemnity, contribution or recovery, without the prior written consent of **STMAB**. The **Participant** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such document necessary to enable **STMAB** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Participant**.

6. General Conditions

6.1 Limit of Liability

(a) The aggregate limit of **STMAB**'s liability for all **Loss** arising from any one **Claim** is the sum specified in Item 5(a) of the **Schedule**.

(b) **STMAB**'s maximum aggregate liability under this **Certificate** for all **Loss** arising from all **Claims** and all **Inquiries**, irrespective of the number of **Claims** or **Inquiries** under this **Certificate**, or the amount claimed is the sum specified in Item 5(b) of the **Schedule**.

(c) Any sub-limit specified in this **Certificate** shall be **STMAB**'s maximum aggregate liability under such sub-limit irrespective of the number of **Claims** or **Inquiries**, or the amount claimed under this **Certificate**. Any sub-limit shall be part of and not in addition to the sum specified in Item 5(a) and/or Item 5(b) of the **Schedule**, whichever is applicable.

6.2 Excess

The **Participant** shall pay the first amount of each and every **Loss** resulting from any one **Claim**, up to the amount specified in Item 6 of the **Schedule** as the **Excess**. The **Excess** does not apply to **Legal Representation Expenses.**

6.3 Territorial Limits

Subject at all times to Exclusion 4.20 (Territory and Jurisdiction), coverage only applies to **Professional Healthcare Services** provided in the territories specified in Item 11 of the **Schedule**.

6.4 Jurisdictional Limits

Subject at all times to Exclusion 4.20 (Territory and Jurisdiction), coverage only applies to **Claims** or **Inquiries** in the countries specified in item 12 of the **Schedule**.

6.5 Alteration to Risk

It is a condition precedent to coverage under this Certificate **that the** Participant **provides written notification to** STMAB**, as soon as practicable, of any material alteration to the risk during the** Period of Takaful **including:**

(a) the **Participant** going into voluntary bankruptcy, failing to pay his debts, entering into a voluntary arrangement, debt repayment scheme or other similar arrangement or scheme, breaching any obligation giving rise to bankruptcy or the appointment of an official assignee or equivalent person; or

(b) any material change in the nature of the **Professional Healthcare Services** offered by the **Participant**.

STMAB may, in its sole and absolute discretion impose such additional terms, conditions and contribution as **STMAB** may require to provide coverage under this **Certificate** in the event of any material alteration to the risk.

6.6 Certificate Construction and Interpretation

In this **Certificate**, unless the context otherwise requires:

(a) the singular includes the plural and vice versa; and

(b) headings are merely descriptive and not to aid interpretation; and

(c) if a word or expression is given a definite meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning; and

(d) references to an amount of money are references to that amount in the currency specified in Items 5, 6 and 9 of the **Schedule** unless otherwise provided; and

(e) bolded words used in this **Certificate** have the meanings set out in Clause 7 (Definitions and Interpretation).

6.7 Retroactive Date

If a **Retroactive Date** is specified, this **Certificate** will not cover, and does not apply to, any **Claim** or **Inquiry** where the **Professional Healthcare Services** leading to such **Claim** or **Inquiry** were or were alleged to have been provided or required to be provided, in whole or in part, before the **Retroactive Date**.

6.8 Cancellation

(a) The **Participant** may cancel this **Certificate** by giving 30 days written notice to **STMAB**. If there are no **Claims**, **Inquiries** or **Circumstances** notified to **STMAB** under this **Certificate**, **STMAB** will allow a refund of unearned contribution calculated in accordance with its customary short-term rates.

(b) **STMAB** may cancel this **Certificate** by giving 30 days written notice to the **Participant**. If there are no **Claims**, **Inquiries** or **Circumstances** notified to **STMAB** under this **Certificate**, **STMAB** will allow a refund of unearned contribution calculated in proportion to the unexpired time on risk.

6.9 Governing Law

This **Certificate** is governed by, and interpreted in accordance with, the laws of Malaysia. All matters arising from or relating to the interpretation or operation of the provisions of this **Certificate** must be submitted to the exclusive jurisdiction of the Courts of Malaysia.

6.10 Other Takaful

If any **Loss** covered under this **Certificate** is also covered under any other valid and collectible Takaful (including any medical malpractice Takaful or indemnity through the Medical Defence Union or the Medical Protection Society or the equivalent thereof), then this **Certificate** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other Takaful and this is regardless of whether such other Takaful is stated to be primary, contributory, excess, contingent or otherwise, unless such other Takaful is written only as specific excess Takaful over the limit of liability provided by this **Certificate**.

6.11 Non-assignment

No change in, modification of, or assignment of interest under this **Certificate** shall be effective unless agreed in writing by **STMAB**.

6.12 Licensing of Medical Professionals & Maintenance of Records

It is a condition precedent to the **Participant**'**s** right to be indemnified under this **Certificate** that the **Participant** shall at all times:

(a) maintain accurate records of, and ensure that they hold and maintain, without interruption throughout the **Period of Takaful**, valid licenses to practise in their respective specialisations issued by the relevant official licensing authority in the country where they practise; and

(b) maintain accurate and descriptive records of all medical services rendered, and equipment used in all procedures.

6.13 Rights of Third Parties

A person or organisation that is not a party to this **Certificate** shall have no right to enforce any of its terms against **STMAB**.

6.14 Contribution Payment Warranty

(a) If the **Period of Takaful** is 60 days or more, any Contribution due must be paid and actually received in full by **STMAB** (or the intermediary through whom this **Certificate** was effected) within 60 days of the:

(i) inception date of the coverage under the **Certificate**, renewal certificate or cover note; or

(ii) effective date of each endorsement, if any, issued under the **Certificate**, renewal certificate or cover note.

(b) In the event that any Contribution due is not paid and actually received in full by **STMAB** (or the intermediary through whom this **Certificate** was effected) within the 60-day period referred to above, then:

(i) the cover under the **Certificate**, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60-day period; and

(ii) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

(iii) **STMAB** shall be entitled to a proportional time on risk contribution subject to a minimum of RM50.

(c) If the **Period of Takaful** is less than 60 days, any Contribution due must be paid and actually received in full by **STMAB** (or the intermediary through whom this **Certificate** was effected) within the **Period of Takaful**.

7. Definitions and Interpretation

7.1 Act of Terrorism means:

(a) an act, including but not limited to, the use of force, violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone, on behalf of, or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear; or

(b) any action taken in controlling, preventing, suppressing or in any way relating to anything in (a) above regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

7.2 Bodily Injury means any physical injury, sickness, disease or death sustained by a person, including mental injury, mental anguish or shock resulting therefrom.

7.3 STMAB means Syarikat Takaful Malaysia Am Berhad (1246486-D).

7.4 Circumstance means any fact, matter or circumstance which gives rise to a **Claim** or **Inquiry** or has the potential to give rise to a **Claim** or **Inquiry**, including any **Medical Incident** that involves **Bodily Injury**, including but not limited to:

(a) unexpected fatality; or

(b) birth defect or injury; or

(c) paralysis, quadriplegia or paraplegia; or

(d) serious burns, disfiguring or scarring; or

(e) brain injury or neurological impairment; or

(f) amputation; or

(g) loss of sensory capacity; or

(h) stage IV decubitus; or

(i) wrong site surgery; or

(j) healthcare acquired infection resulting in serious injury, disability or death; or

(k) infant switch or abductions.

7.5 Claim means:

(a) the receipt by the **Participant** of any written demand for civil compensation or civil damages or non-monetary civil relief; or

(b) any originating legal or arbitral process, cross claim, counterclaim or third party notice which contains a demand made against the **Participant** for civil compensation or civil damages or non-monetary civil relief,

first made against the **Participant** during the **Period of Takaful**.

7.6 Clinical Trial means any study or experiment, using human subjects, to test, discover and/or verify the effects and/or effectiveness of treatments, procedures or products, including but not limited to devices and

pharmaceuticals, whether invasive or otherwise. Clinical trials may also compare new treatments, procedures or products to treatments, procedures or products which are already available.

7.7 **Computer System** means any information technology and/or communication system, network, services or solutions, whether electronic, wireless, web-based or otherwise, and including all hardware, firmware and software, used to process data or information in an analogue, digital, electronic, or other format including but not limited to, computer programmes, electronic data processing media, electronic data communications equipment, operating systems, computer network and networking equipment, servers, web sites, extranet, and all input, output, processing, storage and on-line or off-line media libraries.

7.8 **Computer Virus** means any computer programme or instructions placed on a **Computer System** without the owner or user's knowledge or consent that are designed to harm the **Computer System**. **Computer Virus** includes malicious codes, malware, Trojan horses, worms and time or logic bombs.

7.9 **Cyber and Privacy Infringement** means:

(a) the **Participant**'s act, error or omission in respect of any **Internet** content;

(b) the **Participant**'s infringement of any right to privacy;

(c) the **Participant**'s breach of confidence or misuse of confidential information stored on its **Computer System**; and/or

(d) the **Participant**'s failure to prevent any unauthorised access to, use of or tampering with its **Computer Systems** including but not limited to:

(i) **Hacker Attacks**;

(ii) **Computer Virus** attacks;

(iii) **Theft of Electronic Data**; and

(iv) any inadvertent transmission by the **Participant** to a third party of any **Computer Virus**.

7.10 **Defence Costs** means reasonable and necessary legal and other professional fees, costs and expenses incurred by and with the prior written consent of **STMAB**, not to be unreasonably withheld or delayed, that are necessary to investigate, defend, negotiate, adjust, settle or appeal a **Claim**. **Defence Costs** does not include travel or accommodation expenses. **Defence Costs** also does not include any internal or overhead expenses of the **Participant** or the cost of the **Participant's** time including salaries, wages, allowances, fees, awards and bonuses.

7.11 **Documents** means documents of any nature legally owned by any person (other than by the **Participant)**, except money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or any other form of negotiable instrument.

7.12 **Emergency First Aid Services** means first aid services which were provided:

(a) at the scene of an emergency, accident or disaster, outside of the **Participant's** premises; and

(b) without fee or reward.

7.13 **Employee** means:

(a) a person who was, is or becomes employed by the **Participant** and who is paid by the **Participant** by way of salary or wages; or

(b) a volunteer working for the **Participant** without fee or reward; or

(c) a student appointed to the **Participant** by a university or college of advanced education or equivalent authorised medical institution,

provided that the performance of the **Employees'** duties is subject to the direction and control of the **Participant** and only while acting within the scope of their duties to the **Participant**.

7.14 **Excess** means the amount specified in Item 6 of the **Schedule**.

7.15 **Hacker Attacks** means the gaining of access to or use of any **Computer System** by a person not authorised to do so or in an unauthorised manner.

7.16 **Inquiry** means a formal or official inquiry, investigation or examination, before a duly constituted court or tribunal or other body having the power to compel the attendances of witnesses (including any inquest or coronial inquiry, and any hearing before any disciplinary body of an accredited medical professional association), into the conduct of **Professional Healthcare Services** by the **Participant**, first commenced against the **Participant** during the **Period of Takaful**. **Inquiry** does not include an industry-wide investigation and/or routine supervision, inspection, compliance or similar review.

7.17 **Participant** means:

(a) the individual medical or healthcare practitioner specified in Item 1 of the **Schedule**; and

(b) the estate, heirs or legal representatives of the deceased or legally incapacitated medical or healthcare practitioner specified in Item 1 of the **Schedule** but only to the extent that such medical or healthcare practitioner would have been covered under this **Certificate** in the absence of such death or legal incapacity; and

(c) the lawful spouse or domestic partner of the medical or healthcare practitioner specified in Item 1 of the **Schedule** but only to the extent that such medical or healthcare practitioner would have been covered under this **Certificate**.

7.18 **Internet** means the worldwide public network of computer networks that enables the transmission of electronic data between different users.

7.19 **Legal Representation Expenses** means the reasonable and necessary legal costs or related professional fees incurred by or on behalf of the **Participant** with the prior written consent of **STMAB**, whose consent is not to be unreasonably withheld or delayed, directly in connection with the **Participant** co-operating with an **Inquiry**. **Legal Representation Expenses** does not include travel or accommodation expenses. **Legal Representation Expenses** also does not include any internal or overhead expenses of the **Participant** or the cost of the **Participant**'s time including salaries, wages, allowances, fees, awards and bonuses.

7.20 **Loss** means in respect of a **Claim**, all amounts which the **Participant** becomes legally obligated to pay (including but not limited to any damages, judgments entered or settlements reached) and, **Defence Costs**; and in respect of an **Inquiry**, **Legal Representation Expenses**.

Loss does not include:

(a) aggravated, punitive or exemplary damages; or

(b) fines or penalties imposed by law; or

(c) costs incurred by the **Participant** in complying with any order for, grant of, or agreement to provide injunctive or non-monetary relief; or

(d) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by the **Participant**; or

(e) any travel or accommodation expenses; or

(f) any internal or overhead expenses of the **Participant** or the cost of the **Participant**'s time including salaries, wages, allowances, fees, awards and bonuses; or

(g) taxes or sums payable in relation to taxes; or

(h) any matters which are uninsurable under any applicable law.

7.21 **Medical Incident** means an act, error or omission by the **Participant** in the course of practising as a licensed and registered healthcare professional or the equivalent thereof, as defined under the relevant law or regulation of the country where the **Participant** practises.

7.22 **Period of Takaful** means the period specified in Item 4 of the **Schedule**.

7.23 **Personal Information** means any data (a) relating directly or indirectly to a living individual; (b) from which it is practicable for the identity of that individual to be directly or indirectly ascertained; and (c) in a form in which access to or processing of that data is practicable.

7.24 **Personal Information Law** means the Personal Data Protection Act 2010 and any similar law or regulation in any other jurisdiction which governs the collection, use, processing, handling, storage, disclosure or transfer of **Personal Information**.

7.25 **Certificate** means the contract of Takaful between **STMAB** and the **Participant** which comprises this Certificate wording, the **Proposal**, the **Schedule** and any endorsement issued by **STMAB** varying the Certificate coverage.

7.26 **Pollutant** means any contaminant, irritant or other matter or substance including but not limited to oil, smoke, vapour, soot, asbestos, asbestos-containing materials, fumes, fungi, acids, alkalis, nuclear or radioactive material, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

7.27 **Pollution** means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant** whether in solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

7.28 **Practice Entity** means any medical or healthcare establishment, entity, partnership or company.

7.29 **Professional Healthcare Services** means:

(a) healthcare services that the **Participant** is licensed and registered in the territory set out in Item 11 of the **Schedule** to practise, and which are set out in Item 2 of the **Schedule**; or

(b) any decision or directive that are imposed on the **Participant** or which the **Participant** is directed to adhere to by any accredited medical professional board or equivalent; or

(c) **Clinical Trials** conducted by the **Participant**, but solely with respect to **Claims** or **Inquiries** for **Bodily Injury arising** directly from the provision of **Professional Healthcare Services** by the **Participant**; or

(d) supervision, education and training conducted by the **Participant** of a healthcare student undertaking a recognised healthcare training programme.

7.30 **Proposal** means the written proposal and any supplementary proposal including any statements and information contained therein and any other information, materials and documents relied upon by **STMAB** in issuing cover under this **Certificate**, or any Certificate issued by **STMAB** of which this **Certificate** is a direct or indirect renewal or replacement**.** All such proposals, attachments, information, materials and documents are deemed to be attached to and incorporated into this **Certificate**.

7.31 **Relative** means:

(a) any legal spouse, domestic partner or companion; or

(b) any parent, or parent of the legal spouse, domestic partner or companion; or

(c) any sibling or child.

7.32 **Retroactive Date** means the date specified in Item 7 of the **Schedule**.

7.33 **Schedule** means the schedule **STMAB** issues to the **Participant** with this **Certificate** or any subsequent or amended version of that schedule.

7.34 **Theft of Electronic Data** means the unauthorised taking or misuse of information that exists in electronic form, or which is in the course of transmission to or from a mobile or wireless device which is intended to interact with a **Computer System**, including account information, confidential information, proprietary information and personal information while stored in a **Computer System** maintained by the **Participant.**

Enquiries/Complaints and Claim Appeal

1. Inquiries /Complaints Handling

If you have any inquiry or complaint pertaining to any matter related to Your certificate, You may refer to Our Customer Service Unit (CSU) at:

Customer Service Unit (CSU)
Syarikat Takaful Malaysia Am Berhad
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
P.O. Box 11483, 50746 Kuala Lumpur
Tel: 1-300 88 252 385 Fax: 603 - 2274 0237
E-mail: csu@takaful-malaysia.com.my
Website: takaful-malaysia.com.my

2. Avenue of Claim Appeal

If you need further clarification or you are not satisfied with our claim decision, please contact our Customer Service Centre at 1-300-88-252-385 or email to us at csu@takaful-malaysia.com.my and we will provide our response accordingly. For appeal cases, we will escalate the same to our senior management for review and provide our response once your appeal has been decided / concluded by us.

In the event that you are not satisfied with the final decision with regard to your appeal, you may refer the case either to the Ombudsman for Financial Services (OFS) or to BNMTELELINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from our decision.

Ombudsman for Financial Services (664393P)
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : 603 2272 2811 Fax : 603 2272 1577
E-mail :enquiry@ofs.org.my
Website :www.ofs.org.my

BNM LamanInformasiNasihatdanKhidmat (LINK)
Ground Floor, Blok D, Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Tel : 1-300-88-5465 (LINK) Fax : 03-2174 1515
E-mail : bnmtelelink@bnm.gov.my

Privacy Notice

In line with the Personal Data Protection Act 2010 ("**PDPA**"), we are required to inform you that the personal data you have provided to us or that is subsequently obtained by us from time to time ("**Personal Data**"), may be processed for the purpose of processing your Takaful application/proposal, provision of Takaful related products or services or any addition, alteration, variation, cancellation, renewal or reinstatement thereof, performing statistical/actuarial research or data study, promoting products and services and other related purposes (collectively, "**Purpose**"). The Personal Data is obtained when you fill up documents; liaise with us or our representatives; or give it to us or our representatives in person, over the telephone, through websites or from third parties you have consented to.

Although you are not obliged to provide us with your Personal Data, we will not be able to process your application for Takaful cover or process your claim if you fail to provide all requested information.

Your Personal Data may be disclosed to our related company or any other company carrying on Takaful or reTakaful related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of Takaful companies that exists or is formed from time to time for the Purpose or to fulfil some legal or regulatory function or is reasonably required in the interest of the Takaful industry. In such instances, it will be done in compliance with the PDPA.

We may also disclose your Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if we reasonably believe that we have a lawful right to disclose your Personal Data to any third party or that we would have had your consent for such disclosure if you had known of the same, and/or if the disclosure is in the public interest.

Your Personal Data may also be transferred to our related companies and third party providers, which may be located outside Malaysia for the Purpose. In the event that we use external service providers, specific security and confidentiality safeguards have been put in place to ensure your privacy rights remain unaffected.

Where you have given us personal data that is of another individual ("**Data Subject**"), you must ensure that you have informed the Data Subject that you are providing the Data Subject's personal data to us, and have gotten the Data Subject's consent to do so. You must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises us to deal with his/her personal data according to what is stated here.

You may make inquiries, complaints, request for access to or correction of your Personal Data, or limit the processing of your Personal Data at any time hereafter by submitting such request to us at **Customer Service Unit (CSU), Syarikat Takaful Malaysia Am Berhad (1246486-D), Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. P.O. Box 11483, 50746 Kuala Lumpur. Tel: 1-300 8 TAKAFUL (825 2385). Fax: 603 - 2274 0237. E-mail : csu@takaful-malaysia.com.my. Website: takaful-malaysia.com.my.**

By continuing to deal with us, you understand, agree and consent to the terms above with respect to the processing of your Personal Data.