

You as named in the e-Certificate Information Page (“e-CIP”) agree to participate in Takaful myClick MediCare and pay the Contribution into the Group Family Takaful Account (“GFTA”) based on Tabarru’. You authorize Us based on Wakalah to manage the GFTA and in return, We will receive the Wakalah fee.

You agree that any surplus arising from the GFTA will be kept in the GFTA and if the GFTA is in deficit, an interest-free loan will be provided by Us to the GFTA based on Qard.

1. DEFINITIONS

In this Certificate Wording where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular words shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

- 1.1 **“ACCIDENT”** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of any other cause, be the sole cause of bodily Injury.
- 1.2 **“AGE AT ENTRY”** means the Person Covered’s age next birthday determined from the Effective Date.
- 1.3 **“ANY ONE DISABILITY”** means all of the periods of Disability arising from the same cause, including any and all complications therefrom except that if the Person Covered completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the Disability for at least ninety (90) days following the latest date of discharge and subsequent Disability from the same cause shall be considered as though it were a new Disability.
- 1.4 **“ATTAINED AGE”** means the Person Covered’s Age at Entry plus the number of Certificate Year from the Effective Date.
- 1.5 **“CANCER”** is defined as any malignant tumour characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.
- 1.6 **“CERTIFICATE”** means this contract, e-CIP, any Endorsement, any annexure, and any amendment to it that is signed by Our authorized officer.
- 1.7 **“CERTIFICATE ANNIVERSARY”** means the anniversary of the Effective Date.
- 1.8 **“CERTIFICATE YEAR”** means the one (1) year period, including the Effective Date and immediately following that date. Each succeeding Certificate Year is the one (1) year period from the Certificate Anniversary to the next Certificate Anniversary.
- 1.9 **“CLINIC”** means an establishment duly constituted and registered as a Clinic, which is operated for the treatment of injured or ill patients and provides facilities for diagnosis, minor Surgery and dispensing facilities. Such establishment must be operated by a Physician who is legally registered with Medical Council of Malaysia.
- 1.10 **“CONGENITAL CONDITION”** means any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. This will include hernias of all types (up to the age of six (6) years old) and epilepsy except when caused by a trauma which occurred after the date the Person Covered was continuously covered under Your Certificate.
- 1.11 **“CONTRIBUTION”** means the regular Contribution to be paid by You as stated in the e-CIP in respect of Your Certificate or in a subsequent Endorsement issued by Us.
- 1.12 **“DEDUCTIBLE LIMIT”** refers to the amount of Eligible Expenses incurred as specified in the e-CIP on which You are liable to settle it at Your own or payable from Your existing medical plan during each Hospitalisation before any benefit is payable under Your Certificate. The Deductible Limit is waived if the Person Covered is admitted to Malaysian Government Hospital.
- 1.13 **“DENTIST”** means a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided, but excluding Physician or Surgeon or Dentist who is the participant / Person Covered himself.

- 1.14 **“DISABILITY”** means a sickness, disease, illness or the entire injuries arising out of a single or continuous series of causes.
- 1.15 **“DOCTOR”, “PHYSICIAN” or “SURGEON”** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering his service, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a Doctor, Physician or Surgeon who is the participant / Person Covered himself.
- 1.16 **“e-CERTIFICATE INFORMATION PAGE” or “e-CIP”** means the document which contains the Participant, the Person Covered’s information and details of the Takaful coverage.
- 1.17 **“EFFECTIVE DATE”** means the Effective Date as stated in the e-CIP on which the Person Covered’s coverage under Your Certificate has become effective.
- 1.18 **“ELIGIBLE EXPENSES”** means Reasonable and Customary Charges incurred due to a covered disability but not exceeding the limits stated in the Schedule of Benefits of Your Certificate.
- 1.19 **“EMERGENCY”** means immediate medical treatment attention is required within twelve (12) hours for Injury, illness or symptoms which are sudden and severe failing which will be life threatening, (e.g. Accident and heart attack) or lead to significant deterioration of health.
- 1.20 **“ENDORSEMENT”** means written evidence of any amendment, variation or changes made to Your Certificate.
- 1.21 **“EXPIRY DATE”** means the Expiry Date shown in the e-CIP on which the Person Covered’s coverage under Your Certificate has ceased accordingly.
- 1.22 **“GROUP FAMILY TAKAFUL ACCOUNT” or “GFTA”** refers to a fund established to pool portion of Contributions paid by participants, on the basis of Tabarru’ for the purpose of meeting claims associated with events or risks specified in this Certificate Wording. This fund is collectively owned by the pool of participants.
- 1.23 **“HIBAH”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under Your Certificate, the nominee may receive the benefits payable under Your Certificate based on Hibah if the nominee is a beneficiary under conditional Hibah.
- 1.24 **“HOSPITAL”** means only an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured person as paying bed-patients, and which:
- (a) has facilities for diagnosis and major Surgery;
 - (b) provides twenty-four (24) hour a day nursing services by registered and graduate nurses;
 - (c) is under the supervision of a Physician; and
 - (d) is not primarily a Clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
- 1.25 **“HOSPITALISATION”** means admission to a Hospital as a registered in-patient for a continuous period of at least six (6) consecutive hours on Medically Necessary treatments for a covered Disability upon recommendation of a Physician. A patient shall not be considered as an in-patient if the patient does not physically stay in the Hospital for the whole period of confinement.
- 1.26 **“INJURY”** means bodily Injury caused solely by Accident.
- 1.27 **“INTENSIVE CARE UNIT”** means a section within a Hospital which is designated as an Intensive Care Unit by the Hospital, and which is maintained on a twenty-four (24) hour basis solely for the treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.
- 1.28 **“KIDNEY FAILURE”** means end stage renal failure presenting as chronic, irreversible failure of both kidneys to function as a result of which renal dialysis is initiated.
- 1.29 **“MEDICALLY NECESSARY”** means a medical service which is:
- (a) consistent with the diagnosis and customary medical treatment for a covered Disability;
 - (b) in accordance with standards of good medical practice, consistent with current standards of professional medical care, and of proven medical benefits;
 - (c) not for the convenience of the Person Covered or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an in-patient);

- (d) not of an experimental, investigational or research nature, preventive or screening nature; and
- (e) for which the charges are fair and reasonable and customary for the Disability.

- 1.30 “MMA GUIDELINES”** means the latest available schedule of fees or charges for various descriptions of medical services and/or treatment which is provided by the Malaysian Medical Association (MMA) for the guidance of the medical profession in Malaysia.
- 1.31 “NON-REFUNDABLE WAKALAH FEE”** refers to the initial and unrecoverable expenses incurred in the issuance of Your Certificate. The amount of Non-Refundable Wakalah Fee in Your Certificate is equal to twenty-five percent (25%) of the Contribution.
- 1.32 “OUT-PATIENT”** means the Person Covered is receiving medical care or treatment (includes treatment in a daycare centre) without being hospitalised in a Hospital.
- 1.33 “OVERALL ANNUAL LIMIT”** means benefits payable in respect of expenses incurred for services and/or treatments provided to the Person Covered during the Certificate Year will be limited to the Overall Annual Limit as stated in the Schedule of Benefits of Your Certificate irrespective of the type/types of Disability. In the event the Overall Annual Limit having been paid, all benefits for the Person Covered under Your Certificate will immediately cease to be payable for the remaining Certificate Year.
- 1.34 “PERMISSIBLE TAKAFUL INTEREST”** means a concept that describes the relationship or interest between You and the Person Covered; where a loss of the Person Covered will result in Your financial loss.
- 1.35 “PERSON COVERED”** refers to the person who is covered under Your Certificate as named in the e-CIP.
- 1.36 “PLAN TYPE”** means the plan that You have participated for the Person Covered under Your Certificate as shown in the e-CIP.
- 1.37 “PRE-EXISTING CONDITION”** means any Disability, Injury, Sickness, Disease or illness (physical or mental) that the Person Covered has reasonable knowledge of prior to the Effective Date or the Reinstatement Date, whichever is the later. A Person Covered may be considered to have reasonable knowledge of a pre-existing condition where the condition is one (1) for which:
- (a) the Person Covered had received or is receiving treatment;
 - (b) medical advice, diagnosis, care or treatment has been recommended;
 - (c) clear and distinct symptoms are or were evident; or
 - (d) its existence would have been apparent to a reasonable person in the circumstances.
- 1.38 “PRESCRIBED MEDICINES”** means medicines that are dispensed by a Physician, a registered pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of treatment for a covered Disability.
- 1.39 “QARD”** refers to a loan which is returned at the end of the agreed period without any interest. Under Your Certificate, We will lend an amount of money to the GFTA without interest if the GFTA is in deficit to pay claims.
- 1.40 “REASONABLE AND CUSTOMARY CHARGES”** means Medically Necessary charges for medical care which are considered reasonable and customary to the extent that they do not exceed the general level of charges being made by others of the same standing in locality where the charges are incurred, when furnishing the same or comparable treatment, services or supplies to individual of the same sex and comparable age for a similar Sickness, Disease or Injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Person Covered’s medical condition.
- 1.41 “REINSTATEMENT DATE”** means the date of Your application for reinstatement is approved by Us.
- 1.42 “SHARIAH”** refers to Islamic laws, rulings, and teachings. In the context of Your Certificate, “Shariah” shall refer to Islamic laws, rulings, and teachings applicable to Takaful business and products.
- 1.43 “SPECIALIST”** means a medical or dental practitioner registered and licensed as such in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a Physician, Surgeon or Dentist who is the participant / Person Covered himself.

- 1.44 “SPECIFIED ILLNESS”** means the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days from the Effective Date or Reinstatement Date, whichever is later:
- (a) Hypertension, diabetes mellitus and cardiovascular disease;
 - (b) All tumours, Cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;
 - (c) All ear, nose (including sinuses) and throat conditions;
 - (d) Hernias, haemorrhoids, fistulae, hydrocele or varicocele;
 - (e) Endometriosis including disease of the female reproduction system; or
 - (f) Vertebro-spinal disorders (including disc) and knee conditions.

This shall not be applicable after the first year of cover. However, if there is a break in coverage prior to the expiry of the said first one hundred and twenty (120) days, a fresh period of the first one hundred and twenty (120) days shall apply again from the Reinstatement Date.

- 1.45 “SURGERY”** means any of the following medical procedures:

- (a) To incise, excise or electro cauterize any organ or body part, except for dental services;
- (b) To repair, revise or reconstruct any organ or body part;
- (c) To reduce by manipulation a fracture or dislocation; or
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

- 1.46 “TABARRU”** means donation for charitable purposes. Under Your Certificate, You donate an amount to the GFTA to help other participants. Tabarru’ takes into effect when You contribute to the GFTA.

- 1.47 “TAKAFUL”** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of Tabarru’ into a common fund to provide financial assistance payable to the participant, Person Covered or the beneficiary on the occurrence of pre-defined events.

- 1.48 “WAITING PERIOD”** means the first thirty (30) days between the beginning of a Person Covered’s Disability and the Effective Date or the Reinstatement Date, whichever is the later. This shall not be applicable after the first year of cover. However, if there is a break in coverage in any Certificate Year, the Waiting Period shall apply again.

- 1.49 “WAKALAH”** refers to a contract where a party, as principal authorises another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under Your Certificate, You authorise Us to manage Your Certificate and in return, We will receive a Wakalah fee.

- 1.50 “WE”, “US” or “OUR”** refers to Syarikat Takaful Malaysia Keluarga Berhad.

- 1.51 “YOU” or “YOUR”** means the participant as named in the e-CIP and to whom Your Certificate is issued to. For avoidance of doubt, a participant may also be a Person Covered.

2. DESCRIPTION OF CONTRIBUTION AND CHARGES

2.1 CONTRIBUTION

You shall pay the Contribution specified in e-CIP or in a subsequent Endorsement issued by Us starting from the Effective Date of this coverage up to and including the due date immediately prior to the Expiry Date.

While Your Certificate is in force, all Contributions are to be paid in advance on the due date. The standard Contribution vary by Plan Type, gender and Attained Age of the Person Covered, and Deductible Limit (if applicable). Extra Contribution may be imposed depending on the occupation and health conditions of the Person Covered.

The Contribution payable will be credited to the GFTA as Tabarru’, subjected to the terms and conditions of this Certificate Wording. The Tabarru’ rates are not guaranteed. We may revise the Tabarru’ rates in the future in the event of adverse claims experience. The revision of Tabarru’ rates will apply to all Person Covered regardless of their claims experience. If there is any rate revision, You will be notified by Us at least thirty (30) days before it takes effect. The revised Tabarru’ rates will only apply at the next Certificate Anniversary.

2.2 WAKALAH FEE

The Wakalah fee chargeable under Your Certificate is thirty-eight percent (38%) of the Contribution. The Wakalah fee will be deducted upfront upon payment of the Contribution.

3. EVENTS UPON WHICH THE BENEFITS ARE TO BE PAID

While Your Certificate is in force subject to its terms and conditions, upon receipt and approval of due proof such as original bills, receipts and/or other evidence satisfactory to Us that the Person Covered is confined to a Hospital for Medically Necessary services and/or treatments in relation to any covered benefit described below as a result of an illness or Injury, We will, after applying the appropriate limits for each covered benefit in respect of a Disability and having deducted the applicable Deductible Limit, pay the Eligible Expenses up to the applicable Overall Annual Limit, as provided under Your Certificate for:

- (a) illness which existed or was diagnosed after the Waiting Period (with the exception for Specified Illness where the corresponding conditions will apply); or
- (b) Injury which occurred on or after the Effective Date.

Reimbursement of Reasonable and Customary Charges shall be dependent on:

- (a1) such charges being consistent with those usually charged to a ward or room and board accommodation which is approximate to and within the daily limit of the amount stated in Item (A)(1) of the Schedule of Benefits; and
- (a2) such charges are consistent and in the same level as those recommended in the MMA Guidelines.

The covered benefits are:

3.1 DAILY HOSPITAL ROOM AND BOARD

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary room accommodation and meals. The benefit amount payable will be equal to the actual charges made by the Hospital during Hospitalisation of the Person Covered, subject to the maximum rate of Daily Hospital Room and Board and the limits stated in the Schedule of Benefits. The Person Covered will only be entitled to this benefit while confined to a Hospital as an in-patient.

3.2 INTENSIVE CARE UNIT

Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement of the Person Covered as an in-patient in the Intensive Care Unit of the Hospital. The benefit amount payable will be equal to the actual charges made by the Hospital, subject to the maximum number of days and the limits as stated in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum limit set in the Schedule of Benefits, reimbursement will be restricted to the standard Daily Hospital Room and Board rate.

No Daily Hospital Room and Board benefit will be paid for the same confinement period where the daily Intensive Care Unit benefit is payable.

3.3 SURGICAL FEES

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary Surgery by the Specialists, including pre-surgical assessment Specialists' visits to the Person Covered and post-surgery care, up to the maximum of sixty (60) days from the date of Surgery, subject to the limits stated in the Schedule of Benefits. If more than one (1) Surgery is performed, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

3.4 ANAESTHETIST FEES

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary administration of anaesthesia by the anaesthetist, subject to the limits stated in the Schedule of Benefits.

3.5 OPERATING THEATRE

Reimbursement of the Reasonable and Customary Charges incurred for operating room incidental to the Medically Necessary surgical procedure, subject to the limits stated in the Schedule of Benefits.

3.6 HOSPITAL SUPPLIES AND SERVICES

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physiotherapy, basal metabolism tests, intravenous injections and solutions, administration of blood and blood plasma including the cost of blood and blood plasma, administration fees and admission kit whilst the Person Covered is confined as an in-patient in a Hospital, up to the limits stated in the Schedule of Benefits.

3.7 IN-HOSPITAL PHYSICIAN'S AND SPECIALIST'S VISIT

Reimbursement of the Reasonable and Customary Charges by a Physician and Specialist for Medically Necessary in-hospital visitation while confined for a non-surgical Disability subject to the maximum limits stated in the Schedule of Benefits. For a surgical Disability, it is subjected to the Thirteenth Schedule of Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) Regulations 2006.

3.8 AMBULANCE FEES

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary domestic ambulance services (inclusive of attendant) to and/or from the Hospital of confinement. No payment will be made if the Person Covered is not hospitalised and is subject to the limits stated in the Schedule of Benefits.

3.9 DAY SURGERY

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary treatment to the Person Covered on the use of recovery facility for a surgical procedure on a pre-plan basis at the Hospital / Specialist Clinic in the Hospital (but not for an overnight stay), subject to the limits stated in the Schedule of Benefits.

3.10 DAILY CASH ALLOWANCE AT MALAYSIAN GOVERNMENT HOSPITAL

Payment of a cash allowance for each day of confinement of a covered Disability in a Malaysian Government Hospital, subject to the limits in the Schedule of Benefits, provided that the Person Covered is confined in a Hospital with a room and board rate that does not exceed the amount of Daily Hospital Room and Board shown in the Schedule of Benefits.

3.11 PRE-HOSPITALISATION BENEFITS

Pre-Hospital Diagnostic Tests

Reimbursement of the Reasonable and Customary Charges incurred within sixty (60) days preceding Hospitalisation, for Medically Necessary electrocardiograms (ECG), x-ray and laboratory tests which are recommended by a qualified medical practitioner to perform for diagnostic purposes on account of an Injury or illness in connection with a covered Disability, subject to the limits stated in the Schedule of Benefits.

No payment shall be made if the Person Covered does not result in Hospitalisation for the treatment of the medical condition diagnosed upon such diagnostic services. In addition, medications and consultation charged by the medical practitioner will not be payable.

Pre-Hospital Specialist Consultation

Reimbursement of the Reasonable and Customary Charges incurred within sixty (60) days preceding Hospitalisation, for Medically Necessary first time consultation by a Specialist in connection with a covered Disability provided that such consultation has been recommended in writing by the attending general practitioner, subject to the limits stated in the Schedule of Benefits.

No payment shall be made for clinical treatment (including medications and subsequent consultation after the

illness is diagnosed) or where the Person Covered does not result in Hospitalisation for the treatment of the medical condition diagnosed.

3.12 POST-HOSPITALISATION TREATMENT

Reimbursement of the Reasonable and Customary Charges incurred within the maximum number of days as stated in the Schedule of Benefits immediately following discharge from Hospital on Medically Necessary follow-up treatment by the same attending Physician, subject to the limits stated in the Schedule of Benefits. This will include Prescribed Medicines during the follow-up treatment but will not exceed the supply needed for the maximum number of days as stated in the Schedule of Benefits from the date of discharge.

3.13 EMERGENCY ACCIDENTAL OUT-PATIENT TREATMENT

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary treatment as an Out-Patient at any registered Clinic or Hospital as a result of a covered bodily Injury arising from an Accident, within twenty-four (24) hours of such Accident and subject to the limits stated in the Schedule of Benefits. Follow-up treatment by the same Doctor or same registered Clinic or Hospital for the same covered bodily Injury shall be provided up to a maximum of sixty (60) days from date of Accident, subject to the limits stated in the Schedule of Benefits.

3.14 OUT-PATIENT CANCER TREATMENT

If the Person Covered is diagnosed with Cancer, We will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of Cancer performed at a legally registered Cancer treatment centre subject to the limits stated in the Schedule of Benefits.

Such treatment (radiotherapy or chemotherapy excluding consultation, examination tests and take home drugs) must be received at the Out-Patient department of a Hospital or a registered Cancer treatment centre immediately following discharge from Hospital confinement or Surgery.

It is a specific condition of this benefit that despite the exclusion of Pre-Existing Condition, this benefit will not be payable for any Person Covered who had been diagnosed as a Cancer patient and/or is receiving Cancer treatment prior to the Effective Date.

3.15 OUT-PATIENT KIDNEY DIALYSIS TREATMENT

If the Person Covered is diagnosed with Kidney Failure, We will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of kidney dialysis performed at a legally registered dialysis centre subject to the limits stated in the Schedule of Benefits.

Such treatment (dialysis excluding consultation, examination tests and take home drugs) must be received at the Out-Patient department of a Hospital or a registered dialysis treatment centre immediately following discharge from Hospital confinement or Surgery.

It is a specific condition of this benefit that despite the exclusion of Pre-Existing Condition, this benefit will not be payable for any Person Covered who has developed chronic renal diseases and/or is receiving dialysis treatment prior to the Effective Date.

All benefits specified above will be payable from the GFTA.

4. EXCLUSIONS

We will not be liable to pay any benefit under Your Certificate for Hospitalisation, Surgery or charges caused directly or indirectly, wholly, or partly, by any one (1) of the following occurrences:

- 4.1** Any claim caused by Pre-Existing Condition;
- 4.2** Any claim due to Specified Illnesses occurring during the first one hundred and twenty (120) days of continuous cover;
- 4.3** Any circumcision, plastic/cosmetic Surgery and related treatment (including but not limited to double eyelids,

acne, keloids, scars, skin tags, diffused alopecia and hair loss) or its complications except as necessitated by Injury. Eye examination, corrective glasses, intraocular lens, Lasik, Intralase, Zyoptix, Orthoptics, visual repair due to refractive errors including but not limited to near-sightedness, far-sightedness or astigmatism (Radial Keratotomy); the use or acquisition of external appliances or devices such as artificial limbs, external fixator, hearing aids (including cochlear apparatus) and any other internal implantable devices, implanted pacemakers and prescriptions and the rental charges of such devices except during Hospital confinement;

- 4.4** Dental conditions including dental treatment or oral Surgery except as necessitated by accidental Injuries to sound natural teeth, however to exclude the replacement of artificial teeth, placement of denture and prosthetic service such as implants, bridges & crowns of their replacement for accidental Injury cases;
- 4.5** Private nursing care or house calls, rest cures or sanatoria care, illegal drugs, intoxication, sterilisation, venereal diseases and its sequelae, Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and Human Immunodeficiency Virus (HIV) related diseases, and any communicable diseases requiring quarantine by law. Diseases such as the Hand, Foot and Mouth Disease (HFMD), dengue fever and measles are not considered as communicable diseases requiring quarantine by law;
- 4.6** Any treatment, therapy or surgical operation for Congenital Condition or hereditary diseases, deformities or disabilities including but not limited to any disease or Disability of a new born contracted prior to or during birth including any of the resulted complications;
- 4.7** Pregnancy or childbirth (including any diagnostic tests), abortion, miscarriage, or prenatal or postnatal care, surgical, mechanical or chemical contraceptive methods of birth control, test or treatment related to infertility or sterilization or sexual dysfunction or sex change procedures, including any of the resulted complications;
- 4.8** Any medical care or treatment received primarily for experimental or investigative purposes, any blood and topical allergy test including patch test, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines, stem cell therapy, or examinations carried out by a Physician, or treatments specifically for weight reduction or gain or bariatric Surgery;
- 4.9** Any Out-Patient treatment unless specifically provided under this Certificate;
- 4.10** Treatment for Injuries sustained while committing a crime or felony, or while under the influence of alcohol, narcotics, or mind-altering substance or Injuries which are self-inflicted while sane or insane;
- 4.11** War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection;
- 4.12** Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material;
- 4.13** Expenses incurred for donation of any body organ by a Person Covered and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications;
- 4.14** Investigation and treatment of sleep apnoea and snoring disorders, hyperhidrosis treatment, hormone replacement therapy including but not limited to sex hormone therapy and other alternative therapy or treatment such as but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, podiatric, herbalist treatment, hyperbaric oxygen therapy, massage or aroma therapy;
- 4.15** Care or treatment for which payment is not required or to the extent which is payable by any other takaful/insurance or indemnity covering the Person Covered and disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation takaful/insurance contract;
- 4.16** Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations);
- 4.17** Costs/expenses of services of a non-medical nature, such as television, telephones, broadband services, radios or similar facilities, and other ineligible non-medical items;
- 4.18** Sickness or Injury arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports

and illegal activities; or

- 4.19** Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.

5. GENERAL PROVISIONS

5.1 THE CONTRACT

This Certificate Wording, e-CIP, Your declaration and all relevant documentary declarations and/or statements that make up Your Certificate together with any Endorsement made by Us, will form the entire contract between You and Us. All statements made will be representations and not warranties.

If there is any further change made to Your Certificate, it has to be approved and signed by Our authorised officer.

5.2 FREE-LOOK PERIOD

If You are not satisfied with Your Certificate for any reason, You may return it to Us within fifteen (15) days from the date of delivery of Your Certificate. Your Certificate will be cancelled and We will refund You all Contributions paid, which is inclusive of the Wakalah fee, less any expenses incurred for medical examination in relation to the issuance of Your Certificate.

The Person Covered's coverage will then cease and You will not be able to claim any benefit under the Certificate.

5.3 GEOGRAPHICAL TERRITORY

All benefits provided in Your Certificate are applicable worldwide, twenty-four (24) hours a day subject to Clause 5.4 and Clause 5.5.

5.4 RESIDENCE OVERSEAS

No benefit will be payable for any medical treatment received by the Person Covered outside Malaysia, if the Person Covered resides or travels outside Malaysia for more than ninety (90) consecutive days.

5.5 OVERSEAS TREATMENT

If the Person Covered seeks treatment outside Malaysia for a Disability, We will reimburse an amount which is Reasonable and Customary Charges incurred for the Medically Necessary equivalent treatment of that Disability in a Hospital in Malaysia. However, if the treatment for that Disability is not available in Malaysia, We will only reimburse an amount equivalent to the charges for the closest comparable medical care and services for the treatment of that Disability which is available in a Hospital in Malaysia.

We will not reimburse any cost of transportation to or from the place of treatment.

5.6 GRACE PERIOD

You must pay the Contribution, which is the Total Contribution Payable as stated in the e-CIP, within thirty (30) days grace period from each of the Contribution due dates. Your Contribution due will be deducted automatically from the card account that You have authorised. If the Contribution remains unpaid after the grace period, Your Certificate will lapse. If any claim arises during the grace period, the unpaid Contribution due shall be deducted from the claim proceeds before the claim payment is made under Your Certificate.

5.7 MISSTATEMENT OF AGE

If the age of the Person Covered has been understated/overstated, it will be handled in accordance with Schedule 8 of the Islamic Financial Services Act 2013.

If at the true age, the Person Covered is not eligible to be covered under Your Certificate, Our liability will be limited to the amount equivalent to the Contribution paid.

5.8 MANAGEMENT OF FUND

Pursuant to the authorization given to Us by You and the rest of the participants, We will manage the GFTA in accordance with Shariah and in a manner that preserve the interest of the participants. We have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

5.9 DISTRIBUTION OF SURPLUS

Any surplus arising from the GFTA will be kept in the GFTA to prepare and provide for any high claims experience.

5.10 DEFICIENCY & LOSS RECTIFICATION

If the GFTA is in deficit, We will provide an interest-free loan to the GFTA based on Qard to rectify the deficit. Any profit arising from the loan will be owned by GFTA (pool of participants) and the loan will be repaid when the GFTA returns to surplus position. We may waive Our rights to receive the repayment of the loan.

If the GFTA is in deficit or suffers loss due to Our mismanagement or negligence, We will make an outright transfer to rectify the deficit or loss.

5.11 CURRENCY OF PAYMENT

All payments under Your Certificate will be made in the legal currency of Malaysia.

5.12 FACILITIES OF PAYING CONTRIBUTION

You can pay the Contribution by either credit card or debit card. You have the option to pay the Contribution by monthly, quarterly, half-yearly or annually.

5.13 NOTICE

Any correspondence, notice, request or instruction required by Us must be in writing via electronic means or in writing by ordinary post to Your last known address in Our records.

5.14 CHANGE OF ADDRESS

It is important that You inform Us immediately of any change of Your address so that We can keep You informed of important information. You should also notify Us of any change in the address(es) of the nominee(s) in order to make it easier for payment of claims.

5.15 ALTERATION

We reserve the right to amend the terms and provisions of Your Certificate by giving You thirty (30) days advance notice. Such alteration will be applicable from the next Certificate Anniversary immediately following the expiry of the thirty (30) days advance written notice.

If an application is required for variation to Your Certificate, We must be informed of any change to Your answers or any matter previously disclosed in Your application submitted before Your Certificate is varied.

No alteration to Your Certificate will be valid unless being approved, endorsed and signed by Our authorised officer.

5.16 EVIDENCE OF PERMISSIBLE TAKAFUL INTEREST

We will require satisfactory evidence of Permissible Takaful Interest between the Person Covered and You before a person is accepted for Takaful coverage.

5.17 INCONTESTABILITY

5.17.1 Other than the exclusions set out in Clause 4, Clause 5.17.2 or any other provisions set out in Your Certificate, the validity of Your Certificate will be indisputable after it has been in force for more than two (2) years from the Effective Date.

- 5.17.2 If Your Certificate has been in force for a period of more than two (2) years from the Effective Date, it will not be voided by Us based on the statement(s) made or which has not been made;
- 5.17.2.1 in the proposal stage;
 - 5.17.2.2 in a report of a Doctor referee, or any other person; or
 - 5.17.2.3 in a document leading to the issuance of Your Certificate, that is inaccurate or false or misleading. However, Your Certificate may be voided if We are able to show that the statement was on a material matter or You or the Person Covered has suppressed a Material Fact (set out in Clause 5.17.3) and that it was fraudulently made or suppressed by You or the Person Covered.
- 5.17.3 For clarification purpose, "Material Fact" means a matter of fact which, if known by Us, would have led to Our refusal to issue Your Certificate or would have led to Your Certificate to be issued with terms less favourable to You or the Person Covered.

5.18 MISREPRESENTATION/FRAUD

In the event of a misrepresentation by You or the Person Covered where Your Certificate has been in force for a period of two (2) years or less, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:

- 5.18.1 Your Certificate being voided and all claims refused;
- 5.18.2 a variation of terms of Your Certificate;
- 5.18.3 a change in the Contribution amount; or
- 5.18.4 any other options that are appropriate based on the misrepresentation.

5.19 REINSTATEMENT

If Your Certificate lapses because of non-payment of the Contribution, You may request to reinstate it within one (1) year from the date of lapse with Our approval. We will only cover the Person Covered for incidents occurring after the Reinstatement Date.

The approval for reinstatement is subject to the receipt by Us of the following:

- 5.19.1 An application for reinstatement;
- 5.19.2 Any outstanding Contribution amount determined by Us; and
- 5.19.3 Evidence of health to Our satisfaction.

The effective date of the reinstatement will be determined by Us.

5.20 CHANGE IN RISK

You shall notify Us of any material change in the Person Covered's occupation, business, duties or pursuits, and pay any additional Contribution that We may require. Such notification will become effective only on the next Certificate Anniversary provided such change in risk has been approved by Us. Where the Person Covered's occupation had changed to a higher class but such change was not notified to Us until a claim is made, We shall be entitled to adjust the claim accordingly.

5.21 CHANGE OF DEDUCTIBLE LIMIT

Any request for change of Deductible Limit will become effective only on the next Certificate Anniversary provided such change has been approved by Us. Under Your Certificate, you may only change the Deductible Limit from a lower limit to a higher limit.

5.22 CHANGE OF PLAN TYPE

Any request for change of Plan Type will become effective only on the next Certificate Anniversary provided such change has been approved by Us. Under Your Certificate, only changes of Plan Type to decrease the benefits is allowed.

5.23 UPGRADED CERTIFICATES

If the Person Covered would have been afflicted with a Disability prior to or within thirty (30) days from the date the benefits were upgraded, the benefit limits payable in respect of such Disability will not exceed the benefit

limits prior to the date the benefits were upgraded.

5.24 UPGRADED ROOM AND BOARD CO-PAYMENT

If the Person Covered is hospitalised at a published room & board rate which is higher than his/her eligible benefit limit, the Person Covered shall pay the difference in the room and board charge and the limit.

5.25 EVIDENCE OF HEALTH

Satisfactory evidence of health of the Person Covered may be required whenever there is any request for increase in the benefits of Your Certificate.

If the medical evidence proves to be unsatisfactory, We have the right to make a counter-offer or decline the request.

5.26 NOMINATION

5.26.1 You who are also the Person Covered may nominate a natural person to receive benefits payable upon Your death, either as an executor or as a beneficiary under a conditional Hibah.

5.26.2 You may revoke any such nomination and/or to name another nominee(s) with notification duly received and registered by Us.

5.26.3 If You have nominated more than one (1) nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of Your death in equal shares unless otherwise specified by You and such payment shall be deemed as a valid discharge of Our liability under Your Certificate.

5.26.4 Upon death of any nominee after Your death but prior to any payment of the benefits, We shall pay the benefits to:

5.26.4.1 Your estate if the nominee is an executor; or

5.26.4.2 the estate of the deceased nominee if the nominee is a beneficiary under conditional Hibah.

5.26.5 If there is no effective nomination in force upon Your death, the benefits payable may be paid to Your lawful executor or administrator of estate. If there is no lawful executor or administrator of estate at the time of payment of the benefits, We may pay to a proper claimant up to the maximum amount allowable under the Laws of Malaysia, and the balance, if any, will be paid to the person named as Your lawful executor or administrator of estate in accordance with the court order received by Us subsequently.

5.27 SURRENDER

You may request to surrender Your Certificate by writing to Us. If no claim has been made during the current Certificate Year, You will be entitled to a refund of the Contribution (after net of Non-Refundable Wakalah Fee) calculated on pro-rate basis in proportion to the unexpired period of cover from the surrender date to the next Contribution due date.

Surrender of Your Certificate will not have any adverse effect or any impact on the validity of the claim, which has been duly admitted by Us before the effective date of surrender of Your Certificate.

5.28 CLAIMS NOTIFICATION AND PROCEDURE

5.28.1 You / the Person Covered shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to Us stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including Prescribed Medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

5.28.2 The Person Covered shall immediately procure and act on proper medical advice and We shall not be held liable in the event a treatment or service becomes necessary due to failure of the Person Covered to do so.

5.28.3 If any claim is fraudulent or of any fraudulent means, including false declaration or statement, inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain benefits under Your Certificate, We will not pay the claim and all cover under Your Certificate will be forfeited.

5.28.4 We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:

5.28.4.1 The existence of Permissible Takaful Interest between You and the Person Covered under Your Certificate; or

5.28.4.2 The circumstance of the loss.

5.29 PROOF OF AGE

Proof of age of the Person Covered will be required by Us before any benefit is payable under Your Certificate unless this information has been previously verified and confirmed by Us to be correct.

5.30 PAYMENT OF CLAIMS

Before We make any payment under Your Certificate, We shall deduct any amount owed to Us. Such payment, if any, will be payable to You / Your nominee / Your lawful executor or administrator of estate according to the terms and conditions of this Certificate Wording.

In the event We have guaranteed payment to the Hospital, We will pay the claim directly to the Hospital.

It is further agreed that any authorization to effect payment to the Hospital is a facility granted to You. Such payment will not waive or be construed as a waiver of Our right to contest subsequent claims and/or validity of Your Certificate or to recover from You the amount of Hospital expenses paid should there be any misrepresentation or concealment of fact which is material to the acceptance of risk of Your Certificate.

5.31 COORDINATION OF BENEFITS

If the Person Covered received any compensation or reimbursement of medical expenses incurred from the employee benefits, other medical insurance/takaful or any government law or program, the benefit payable shall be limited to those medical expenses which are not fully reimbursed under such scheme.

After We have made the payment, Our responsibility will be fully discharged.

5.32 PORTFOLIO WITHDRAWAL CONDITION

We reserve the right to cancel this portfolio as a whole if We decide to discontinue this Takaful product. Cancellation of the portfolio as a whole will be given by written notice to You at least thirty (30) days prior to expiry of the Certificate Year and We will run off all certificates to expiry of the period of cover within the portfolio.

5.33 TERMINATION OF YOUR CERTIFICATE

Your Certificate shall automatically terminate upon occurrence of any of the following:

5.33.1 upon payment of surrender;

5.33.2 when Your Certificate lapses;

5.33.3 upon death of the Person Covered;

5.33.4 after the end of notice by Us to withdraw Your Certificate completely from the market in accordance with the Portfolio Withdrawal Condition clause; or

5.33.5 when Your Certificate matures on the Expiry Date.

If the termination is due to (5.33.1), We will refund You the Tabarru' amount and the refundable Wakalah fee for the unexpired period, provided that no claim has been made.

If the termination is due to (5.33.2), (5.33.3), (5.33.4) and (5.33.5), We will not refund You the Wakalah fee.

Any Contribution receipt by Us after the termination of Your Certificate will not create any liability to Us but We will refund such Contribution to You without profit.

5.34 SANCTIONS EXCLUSION

We shall not be deemed to provide cover nor be liable to pay any claim or any benefit as contained in Your Certificate to the extent that the provision of such cover, payment of such claim or such benefit would expose Us to:

- 5.34.1 any sanction, prohibition or restriction under United Nations resolutions;
- 5.34.2 the trade or economic sanctions, laws or regulations of the:
 - 5.34.2.1 European Union;
 - 5.34.2.2 United Kingdom;
 - 5.34.2.3 United States of America; orany of the states of the above countries; or
- 5.34.3 any other locally applicable laws or regulations.

We may terminate Your Certificate with immediate effect and shall not thereafter be required to transact any business with You in connection with Your Certificate, including but not limited to, making or receiving any payments under Your Certificate.

5.35 RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If We discover, or have justified suspicion, that Your Certificate is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate Your Certificate immediately. We shall deal with all Contributions paid and all benefits or sums payable in respect of Your Certificate in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

5.36 LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on Your Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of Your Certificate. If You / the Person Covered / Your nominee / Your lawful executor or administrator of estate shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of Your Certificate, You/they may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with Your Certificate terms and conditions.

The acceptance of such proof of loss shall be at the sole and entire discretion of Us. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

5.37 TAX

We reserve the right to levy any applicable taxes allowable under the Laws of Malaysia. All taxes, including but not limited to any sales and service tax, and/or other forms of sales or consumption tax whether currently in force or implemented after the date of Your Certificate will be charged in accordance with the applicable legislation at the prevailing rate. Such applicable taxes payable shall be paid in addition to the applicable Contributions and other charges.

5.38 PERSONAL DATA PROTECTION ACT 2010

You may make inquiries or request for access to or correction of Your / the Person Covered's Personal Data or limit the processing of Your / the Person Covered's Personal Data at any time by submitting such inquiry or request to Us via email to csu@takaful-malaysia.com.my.

We will retain Your / the Person Covered's personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

You have expressly consented for Your / the Person Covered's Personal Data to be collected and processed by Us for the purposes and in accordance with Our Privacy Notice as published on Our website.

5.39 APPLICABLE LAW

This Certificate Wording, and all rights, obligations and liabilities arising under Your Certificate, shall be construed, determined and enforced in accordance with the Laws of Malaysia.

5.40 CUSTOMER SERVICE CHARTER

You may visit Our website to know more about Our [Customer Service Charter](#).

SCHEDULE OF BENEFITS

The coverage of Your Certificate applicable to the Person Covered will depend on the Plan Type participated as stated in the e-CIP, subject to the terms and conditions of Your Certificate.

Description of Benefits		Maximum Amount (in Ringgit Malaysia) in respect of the Plan Type		
		Bronze	Silver	Gold
Section A: In-Patient and Daycare Surgical Benefits				
(1)	Daily Hospital Room and Board (No limit on number of days)	100	150	200
(2)	Intensive Care Unit (Maximum 60 days per Any One Disability)	As charged*		
(3)	Surgical Fees			
(4)	Anaesthetist Fees			
(5)	Operating Theatre			
(6)	Hospital Supplies and Services			
(7)	In-Hospital Physician's and Specialist's Visit			
(8)	Ambulance Fees			
(9)	Day Surgery			
(10)	Daily Cash Allowance at Malaysian Government Hospital (No limit on number of days)	100		
Section B: Out-Patient Benefits				
(1)	Pre-Hospitalisation Benefit (Within 60 days before hospitalisation)	As charged*		
(2)	Post-Hospitalisation Treatment (Within 90 days after discharge from Hospital)			
(3)	Emergency Accidental Out-Patient Treatment			
(4)	Out-Patient Cancer Treatment			
(5)	Out-Patient Kidney Dialysis Treatment			
Overall Annual Limit (for Sections A & B)		50,000	75,000	100,000

* As charged based on the Reasonable and Customary Charges, subject to the Overall Annual Limit.

LOGGING OF COMPLAINTS

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 Keluarga Berhad [198401019089 (131646-K)]
27th Floor, Annexe Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
P.O. Box 11483, 50746 Kuala Lumpur.
Tel: 1-300 88 252 385
Email: 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 Unit 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 [200401025885 (664393-P)]

14th Floor, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: 603 2272 2811
Fax: 603 2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

BNM Laman Informasi Nasihat dan Khidmat (LINK)

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