

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

1. DEFINITIONS

In this Certificate where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word 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 **“You”** or **“Your”** means the participant as named in the e-CIP and to whom this Certificate is issued to. For avoidance of doubt, a participant may also be a **Person Covered**.
- 1.2 **“We”, “Us”** or **“Our”** refers to Syarikat Takaful Malaysia Keluarga Berhad.
- 1.3 **“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**.
- 1.4 **“Age At Entry”** means the **Person Covered’s** age next birthday determined from the **Effective Date**.
- 1.5 **“Any One Disability”** means all of the periods of **Disability** arising from the same cause, including any and all complications there from 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**.
- 1.6 **“Attained Age”** means the **Person Covered’s Age at Entry** plus the number of **Certificate Year** from the **Effective Date**.
- 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 Conditions”** 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 this Certificate.
- 1.11 **“Contribution”** means the regular **Contribution** to be paid by **You** as stated in the e-CIP in respect of this 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 this Certificate.
- 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 “Effective Date”** means the effective date stated in the e-CIP on which the **Person Covered’s** coverage under this Certificate has become effective.
- 1.17 “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 this Certificate.
- 1.18 “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.
- 1.19 “Expiry Date”** means the expiry date shown in the e-CIP on which the **Person Covered’s** coverage under this Certificate has ceased accordingly.
- 1.20 “Group Family Takaful Account” or “GFTA”** refers to a fund established to pool portion of **Contributions** paid by participants, after the deduction of wakalah fee, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this Certificate. This fund is collectively owned by the pool of participants.
- 1.21 “Hibah”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this Certificate, the nominee may receive the benefits payable under this Certificate based on **Hibah** if the nominee is a beneficiary under conditional **Hibah**.
- 1.22 “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:
- has facilities for diagnosis and major **Surgery**;
 - provides 24 hour a day nursing services by registered and graduate nurses;
 - is under the supervision of a **Physician**; and
 - 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.
- 1.23 “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.
- 1.24 “Injury”** means bodily injury caused solely by **Accident**.
- 1.25 “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**.
- 1.26 “Medically Necessary”** means a medical service which is:
- consistent with the diagnosis and customary medical treatment for a covered **Disability**;
 - in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
 - 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);
 - not of an experimental, investigational or research nature, preventive or screening nature; and
 - for which the charges are fair and reasonable and customary for the **Disability**.

- 1.27 “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.
- 1.28 “Non-Refundable Wakalah Fee”** refers to the initial and unrecoverable expenses incurred in the issuance of this Certificate. The amount of **Non-refundable Wakalah Fee** in this Certificate is equal to 25% of the **Contribution**.
- 1.29 “Out-Patient”** means the **Person Covered** is receiving medical care or treatment (includes treatment in a daycare centre) without being hospitalised in a **Hospital**.
- 1.30 “Permissible Takaful Interest”** means a concept that describes the relationship or interest between the **You** and the **Person Covered**; where a loss of the **Person Covered** will result in financial loss for **You**.
- 1.31 “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 this 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 this Certificate will immediately cease to be payable for the remaining **Certificate Year**.
- 1.32 “Person Covered”** refers to the person who is covered under this Certificate as named in the e-CIP.
- 1.33 “Plan Type”** means the plan that **You** have participated for the **Person Covered** under this Certificate as shown in the e-CIP.
- 1.34 “Pre-Existing Illness”** 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:
- the **Person Covered** had received or is receiving treatment;
 - medical advice, diagnosis, care or treatment has been recommended;
 - clear and distinct symptoms are or were evident; or
 - its existence would have been apparent to a reasonable person in the circumstances.
- 1.35 “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**.
- 1.36 “Qard”** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this Certificate, **We** will lend an amount of money to the **GFTA** without interest if the **GFTA** is in deficit.
- 1.37 “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.
- 1.38 “Reinstatement Date”** means the date of **Your** application for reinstatement is approved by **Us**.
- 1.39 “Sickness”, “Disease” or “Illness”** means a physical condition marked by a pathological deviation from the normal healthy state.
- 1.40 “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.

1.41 “Specified Illness” means the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days from the **Effective Date**:

- (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, 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.

1.42 “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.

1.43 “Tabarru” means donation for charitable purposes. Under this Certificate, **You** donate a portion of the **Contribution** to the **GFTA** based on **Tabarru’** to help other participants. **Tabarru’** takes into effect when **You** contribute to the **GFTA**.

1.44 “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.

1.45 “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.

1.46 “Wakalah” refers to a contract where a party, as principal authorizes 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 this Certificate, **You** authorize **Us** to manage the **GFTA** based on **Wakalah** and in return, **We** will receive a **Wakalah Fee**.

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** up to and including the due date immediately prior to the **Expiry Date**.

All **Contributions** are to be paid in advance on the due date. The standard annual 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. 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 this Certificate is 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 this Certificate is in force and 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 this 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 **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 **Specialist's** 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 **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** actually 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** visiting an in-patient 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** (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 in each day of confinement for 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 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** when 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 OUT-PATIENT CANCER TREATMENT

If the **Person Covered** is diagnosed with Cancer as defined below, **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**.

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.

It is a specific condition of this benefit that despite the exclusion of **Pre-existing Illness**, 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**.

3.14 OUT-PATIENT KIDNEY DIALYSIS TREATMENT

If the **Person Covered** is diagnosed with Kidney Failure as defined below, **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**.

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.

It is a specific condition of this benefit that despite the exclusion of **Pre-existing Illness**, 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 this 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 Illness**;
- 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 repairmen due to refractive errors including but not limited to near-sightedness, farsightedness 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 Disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) 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 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, bone-setting, 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, admission kit/pack, 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, e-CIP, **You** declaration and all relevant documentary declarations and/or statements that make up this Certificate together with any endorsement made by **Us**, will form the entire contract between **You**, the **Person Covered** and **Us**. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by **You** or the **Person Covered** is fraudulent or misrepresentation at the point of application, **We** reserve the right to declare that the contract is void.

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

5.2 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.

5.3 DISTRIBUTION OF SURPLUS

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

5.4 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.

5.5 GEOGRAPHICAL TERRITORY

All benefits provided in this Certificate are applicable worldwide, twenty-four (24) hours a day subject to clause 5.19 and clause 5.20.

5.6 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:

- 5.6.1 the Certificate being voided and all claims refused;
- 5.6.2 a variation of terms of the Certificate;
- 5.6.3 a change in the **Contribution** amount; or
- 5.6.4 any other options that are appropriate based on the misrepresentation.

5.7 PROOF OF AGE

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

5.8 MISSTATEMENT OF AGE

If the age of the **Person Covered** has been understated, the **Eligible Expenses** will be adjusted to an amount arrived after multiplying it with the amount of the **Contribution** paid over the **Contribution** calculated based on the **Person Covered's** true age at the **Effective Date**.

If the age of the **Person Covered** has been overstated, any difference in the **Contribution** paid and the **Contribution** arrived based on the **Person Covered's** true age, as determined from the **Effective Date** up to the date of last **Contribution** receipt by **Us** (both dates inclusive), will be refunded without profit to **You**. Such excess amount of **Contribution** associated with its allotted surplus will be deducted from **GFTA**.

If at the true age, the **Person Covered** is not eligible to be covered under this Certificate, his coverage will be treated as void and **Our** liability will be limited to the refund of the **Contribution** paid without profit.

5.9 GRACE PERIOD

You must pay **Contribution** 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, this 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 this Certificate.

5.10. REINSTATEMENT

If this 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:

- 5.10.1** An application for reinstatement;
- 5.10.2** Any outstanding **Contribution** amount determined by **Us**; and
- 5.10.3** Evidence of health to **Our** satisfaction.

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

5.11 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 this Certificate.

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

5.12 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.

5.13 NOTICE

Any correspondence, notice, request or instruction required by **Us** must be in writing whether by written notice or via electronic means.

5.14 FREE-LOOK PERIOD

If **You** are not satisfied with **Your** Certificate for any reason, **You** may request to cancel it within fifteen (15) days from the date of delivery of **Your** Certificate via email. **We** will process the cancellation of **Your** Certificate and refund to **You** all Contributions paid, which is inclusive of the **Wakalah** Fee.

5.15 NOMINATION

5.15.1 **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**.

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

5.15.3 If **You** have nominated more than one 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 this Certificate.

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

- 5.15.4.1** **Your** estate if the nominee is an executor; or
- 5.15.4.2** the estate of the deceased nominee if the nominee is a beneficiary under conditional **Hibah**.

5.15.5 If there is no effective nomination in force upon **Your** death, the benefits payable may be paid to **Your** lawful executor or administrator estate. If there is no lawful executor or administrator 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 estate in accordance with the court order received by **Us** subsequently.

5.16 ALTERATION

We reserve the right to amend the terms and provisions of this 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 this Certificate, **We** must be informed of any change to **Your** answers or any matter previously disclosed in **Your** application submitted before this Certificate is varied.

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

5.17 INCONTESTABILITY

5.17.1 Other than the exclusions set out in Section 4, Section 5.17.2 or any other provisions set out in this Certificate and the e-CIP, 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 the **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;

(a) in the proposal stage;

(b) in a report of a **doctor** referee, or any other person; or

(c) in a document leading to the issuance of the **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 Section 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 the **Your** Certificate to be issued with terms less favourable to **You** or the **Person Covered**.

5.18 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 for a refund of **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 this Certificate will not have any adverse effect or any impact to the validity of the claim which has duly admitted by **Us** before the effective date of surrender of this Certificate.

5.19 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.

5.20 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.

5.21 CHANGE OF DEDUCTIBLE LIMIT

You have the option to choose a **Deductible Limit** in return for a reduction of the **Contribution**. Such request will become effective only on the next **Certificate Anniversary** provided such change has been approved by **Us**. Any change of **Deductible Limit** from a higher limit to a lower limit shall be subject to further evidence of health satisfactory to **Us**.

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**. Any increase in the benefits which is due to change of **Plan Type** shall be subject to further evidence of health satisfactory to **Us**.

5.23 UPGRADED CERTIFICATES

If the **Person Covered** will 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 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.

5.26 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.

5.27 CURRENCY OF PAYMENT

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

5.28 LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. If the **Person Covered** / **You** / **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 this Certificate, he/she 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 the 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.

5.29 CLAIMS NOTIFICATION AND PROCEDURE

5.29.1 **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.

5.29.2 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.

5.29.3 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 this Certificate, **We** will not pay the claim and all cover under this Certificate will be forfeited.

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

5.29.4.1 The existence of **Permissible Takaful Interest** between **You** and the **Person Covered** under this Certificate; or

5.29.4.2 The circumstance of the loss.

5.30 PAYMENT OF CLAIMS

Before We make any payment under this 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 estate according to the terms and conditions of this Certificate.

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 this 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 this Certificate.

5.31 TERMINATION OF THIS CERTIFICATE

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

5.31.1 upon surrender of this Certificate by **You**;

5.31.2 upon cancellation of this Certificate by **You** within "Free-Look Period";

5.31.3 upon cancellation of this Certificate by **Us**;

5.31.4 upon death of the **Person Covered**;

5.31.5 upon non-payment of **Contribution** after the grace period of thirty (30) days from the **Contribution** due dates;

5.31.6 when there is fraud or misrepresentation of material fact or false declaration / statement during application and/or claim;

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

5.31.8 when this Certificate matures or expires.

If the termination is due to (5.31.2) and (5.31.6), We will refund to **You** the **Contribution** in full, which is inclusive of the **Tabarru'** amount and **Wakalah** Fee.

If the termination is due to (5.31.1), We will refund to **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 (5.31.3), (5.31.4), (5.31.5), (5.31.7) and (5.31.8), We will not refund to **You** the **Wakalah** Fee.

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

5.32 SANCTIONS EXCLUSION

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

5.32.1 any sanction, prohibition or restriction under United Nations resolutions;

5.32.2 the trade or economic sanctions, laws or regulations of the:

5.32.2.1 European Union;

5.32.2.2 United Kingdom; or

5.32.2.3 United States of America; or any of the states of the above countries; or

5.32.3 any other locally applicable laws or regulations.

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

5.33 APPLICABLE LAW

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

5.34 RIGHT TO TERMINATE DUE TO ANTI –MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

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

5.35 PERSONAL DATA PROTECTION ACT 2010

You may make inquiries or request for access to or correction of **Your** Personal Data or limit the processing of **Your** 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** 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 acknowledged and consent to **Your** Personal Data to be stored, processed and disclosed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published in **Our** website.

5.35 CUSTOMER SERVICE CHARTER

You may visit **Our** website to know more about **Our** Customer Service Charter.

SCHEDULE OF BENEFITS

The coverage of this 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 this 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	100	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)	Out-patient Cancer Treatment			
(4)	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)]

14th 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 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

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