

TAKAFUL MEDICSAVE RIDER

IMPORTANT NOTES:

- *This Supplementary Contract contains additional terms and conditions applicable to the Basic Takaful Contracts namely Warisan, Prima, Ehsan and Mesra.*
- *This Supplementary Contract shall not be issued if the above Basic Takaful Contract is attached with Payor Benefit Supplementary Contract (PBA – PBF) and/or Waiver of Contribution on Critical Illness (WCA).*
- *In the event of any discrepancy or conflict between this Supplementary Contract and the relevant existing basic Contract, this Supplementary Contract shall prevail and be binding on You and Us.*

Whereas You the Contract Holder named and described in the Family Takaful Plan Schedule by a signed Application Form and Declaration which shall be the basis of this Contract has applied to Us for takaful coverage hereinafter contained.

In consideration of the payment of the Contribution by You as stated in the Contract Schedule and subject to the terms, provisions, exclusions and conditions herein endorsed hereon, We agree that if during the Contract Year the Participant is confined in a legally constituted Hospital as a result of an accidental bodily injury, a disease or a sickness, We shall pay, upon receipt and approval of proof, the reasonable, customary and actual expenses incurred to the Participant in accordance with the Plan as stated in the Family Takaful Plan Schedule under which the Participant is covered. The benefit payable to the Participant under this Contract, is subject to an OVERALL ANNUAL LIMIT defined below and set forth in the Schedule of Benefits of the appropriate Plan. The total aggregate benefits that shall be paid to the Participant under this Contract, including all renewals, shall not exceed the OVERALL LIFETIME LIMIT defined below and set forth in the Schedule of Benefits.

A. GENERAL PROVISIONS

1. THE TAKAFUL CONTRACT

This Takaful Contract, the Application Form, the Contract Schedule, any other written endorsements/special provisions and supplementary contracts shall constitute the entire contract and cannot be varied except with the consent in writing of the Principal Officer, or any officer of Us duly appointed and authorised by Us. All declarations made by You shall, in the absence of fraud, be deemed representations and not warranties. Any subsequent provisions or endorsements made by Us shall from the date thereof be deemed part of the terms of the Contract.

2. AUTHORITY OF AGENTS

Our agents have no authority whatsoever to fill, assist or sign the Application form on Your behalf and if any of the Agents have done so with your knowledge or

Takaful MedicSave Rider [Agency]

consent or acquiescence such person shall be for the purposes of the formation of the Contract be deemed to have acted as Your agent and not Our agent and You shall be fully responsible for any mistakes or untruths in the answers in the Application Form.

3. ELIGIBILITY FOR COVER

A person eligible to be covered under this Contract must be:

- (a) a Malaysian citizen or a Permanent Resident residing in Malaysia;
- (b) aged between thirty (30) days to fifty-nine (59) years of age next birthday at the time of application; and
- (c) Upon acceptance by Us after completing the necessary individual underwriting.

4. PAYMENT OF CONTRIBUTION

The contributions as stated on the Contract Schedule of this Contract are payable before or on the effective date and annually thereafter at Our Head Office or any of our branches or to any person authorized by Us to receive Contributions on Our behalf in exchange for an official, properly validated receipt. You hereby agree that the Contribution rate shall increase as You enter the next age band while the Contract is in force.

We will not single out a Participant for contribution increase because of claims made but reserve the right of general contribution adjustment for all Contracts issued.

If the Participant dies, subject to Clause 3 of the Conditions below, any unpaid contribution for the Contract year shall be deducted from the amount payable under this Contract or basic Contract.

Any acceptance by Us of any monies paid by You which is less than the amount of the contributions payable under this Contribution shall not be construed as a waiver by Us in respect of the amount of the contributions payable under this Contribution. Without prejudice to the foregoing, no failure or delay by Us hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor affect Your liability hereunder nor shall any single or partial execution of any right, power or privilege hereby conferred preclude any further exercise thereof or the exercise of any other right, power or privilege hereby conferred.

5. PARTICIPANT'S SPECIAL ACCOUNT.

The Contribution paid by You under this Contract shall be credited one hundred percent (100%) into the Participant's Special Account under the Family Takaful Fund. The Contributions with the profits thereof is considered as Tabarru'at (donation) to pay the Takaful Benefit to claimants who are entitled to the Benefit based on solidarity, brotherhood and

cooperation among the Participants subject to the terms and conditions expressed herein.

6. DISTRIBUTION OF SURPLUS

If at the end of each financial year, there is a surplus of income over liabilities in the Participant's Special Account, eighty percent (80%) of the surplus will be reserved for distribution amongst the Participants and the Takaful Operator will receive twenty percent (20%) of the said surplus subject to the terms of this Contract and guidelines provided by the authorities. The surplus will only be paid to You upon maturity of the basic Contract. No surplus will be paid if the basic contract is surrendered or terminated due to a claim.

B. DEFINITIONS RELATING TO TAKAFUL COVER

(a) CONTRACT HOLDER

Contract Holder shall mean a person or a corporate body to whom the Contract has been issued in respect of cover for persons specifically identified as Participant in this Contract.

(b) PARTICIPANT

The Participant shall mean the person described in the Contract Schedule as the Person Covered under this Contract and in appropriate cases, may be the Contract Holder.

(c) TAKAFUL OPERATOR

Takaful Operator shall mean Etiqa Takaful Berhad.

(d) Us, Our

Us, Our shall mean Etiqa Takaful Berhad.

(e) CONTRACT YEAR

Contract year shall mean the one (1) year period including the effective date of commencement of takaful coverage and immediately following that date, or the one (1) year period following the Renewal or Renewed Contract.

(f) RENEWAL OR RENEWED CONTRACT

Renewal or Renewed Contract shall mean a Contract which has been renewed without any lapse of time upon expiry of a preceding Contract with the same content.

(g) ACCIDENT

Accident shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

(h) INJURY

Injury shall mean bodily injury caused solely by Accident.

(h) SICKNESS, DISEASE OR ILLNESS

Sickness, Disease or Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.

(i) DISABILITY

Disability shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

(j) ANY ONE DISABILITY

Any One Disability shall mean all the periods of disability arising from the same cause including any and all complications there from except that if the Participant completely recovers and remain 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.

(k) CONGENITAL CONDITIONS

Congenital conditions shall mean 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. They will include hernias of all types and epilepsy except when caused by a trauma that occurred after the date that the Participant was continuously covered under this Contract.

(l) CHILD

Child shall mean any person who has attained the age of 30 days and is an unmarried person, is financially dependant upon the Participant and is under the age of 19, or up to the age of 23 for those registered as full time students at a recognized educational institution.

(m) ELIGIBLE EXPENSES

Eligible expenses shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the schedule.

(n) MEDICALLY NECESSARY

Medically necessary shall mean a medical service which is:

- i) consistent with the diagnosis and customary medical treatment for a covered Disability, and
- ii) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- iii) not for the convenience of the Participant or the Physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient), and
- iv) not of an experimental, investigational or research nature, preventive or screening nature, and
- v) for which the charges are fair and reasonable and customary for the Disability.

(o) REASONABLE AND CUSTOMARY CHARGES

Reasonable and Customary charges shall mean charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is

incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of 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 Participant's medical condition.

(p) PRE-EXISTING ILLNESS

Pre-existing illness shall mean disabilities that the Participant has reasonable knowledge of. A Participant may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- i. the Participant had received or is receiving treatment;
- ii. medical advice, diagnosis, care or treatment has been recommended;
- iii. clear and distinct symptoms are or were evident; or
- iv. its existence would have been apparent to a reasonable person in the circumstances.

(q) SPECIFIED ILLNESSES

Specified illnesses shall mean the following disabilities and its related complications, occurring within the first 120 days of takaful coverage of the Participant:

- i. Hypertension, diabetes mellitus and Cardiovascular disease
- ii. All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system
- iii. All ear, nose (including sinuses) and throat conditions
- iv. Hernias, haemorrhoids, fistulae, hydrocele, varicocele
- v. Endometriosis including disease of the Reproduction system
- vi. Vertebro-spinal disorders (including disc) and knee conditions

(r) HOSPITALISATION

Hospitalisation shall mean admission to a Hospital as a registered in-patient for 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.

(s) INTENSIVE CARE UNIT

Intensive Care Unit shall mean 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 treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

(t) OUT-PATIENT

Out-patient shall mean the Participant is receiving medical care or treatment without being hospitalized and includes treatment in a daycare center.

(u) WAITING PERIOD

Waiting Period shall mean the first thirty (30) days beginning of a Participant's disability and

the commencement of this Contract Date or the Reinstatement Date and is applied only when the Participant is first covered. This shall not be applicable after the first year of cover. However, if there is a break in takaful coverage, the Waiting Period will apply again.

(v) OVERALL ANNUAL LIMIT

Benefits payable in respect of expenses incurred for treatment provided to the Participant during the period of takaful coverage shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of a type/types of disability. In the event the Overall Annual Limit having been paid, all takaful coverage for the Participant hereunder shall immediately cease to be payable for the remaining Contract year.

(w) OVERALL LIFETIME LIMIT

This limit applies to the total of all benefits that have been paid under this Contract, including all past renewals, during the entire lifetime of the Participant.

C. DEFINITIONS RELATING TO MEDICAL SUPPLIERS

(a) DAY SURGERY

Day surgery refers to a patient who needs the use of a recovery facility for a surgical procedure on a pre-plan basis at the hospital/ specialist clinic (but not for an overnight stay).

(b) HOSPITAL

Hospital shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- i. has facilities for diagnosis and major surgery,
- ii. provides 24 hours a day nursing services by registered and graduate nurses,
- iii. is under the supervision of a Physician, and
- iv. 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.

(c) MALAYSIAN GOVERNMENT HOSPITAL

Malaysian Government Hospital shall mean a hospital which charges of services are subject to the Fee Act 1951 Fees (Medical) Order 1982 and/or its subsequent amendments if any.

(d) PRESCRIBED MEDICINES

Prescribed medicines shall mean 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.

(e) DOCTOR or PHYSICIAN or SURGEON

Doctor or Physician or Surgeon shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, 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 himself.

(f) DENTIST

Dentist shall mean a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided, but excluding a dentist who is the Participant himself.

(g) SPECIALIST

Specialist shall mean 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 or surgeon or dentist who is the Participant himself.

(h) SURGERY

Surgery shall mean any of the following medical procedures:

- i. To incise, excise or electrocauterize any organ or body part, except for dental services;
- ii. To repair, revise, or reconstruct any organ or body part;
- iii. To reduce by manipulation a fracture or dislocation
- iv. Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

D. DESCRIPTION OF BENEFITS

(a) HOSPITAL ROOM & BOARD

Reimbursement of the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the Hospital during the Participant's confinement, but in no event shall the benefit exceed, for any one day, the rate of Room and Board Benefit, and the maximum number of days as set forth in the Schedule of Benefits. The Participant will only be entitled to this benefit while confined to a Hospital as an in-patient.

(b) INTENSIVE CARE UNIT

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

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

(c) SURGICAL FEES

Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists, including pre-surgical assessment Specialist's visits to the Participant and post-surgery care up to the maximum number of days from the date of surgery, but within the maximum indicated in the Schedule of Benefits. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

(d) ANAESTHETIST FEE

Reimbursement of the Reasonable and Customary Charges by the Anaesthetist for the Medically Necessary administration of anesthesia not exceeding the limits as set forth in the Schedule of Benefit.

(e) OPERATING THEATRE

Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure.

(f) SECOND SURGICAL OPINION

Reimbursement of reasonable and customary amounts actually charged for consultation with one specialist Physician in order to obtain a second opinion for a medical condition, which was diagnosed prior to this consultation by another specialist Physician, to require surgery. This amount charged shall include all pathology and radiography performed and must be incurred within thirty (30) days after the date of confirmed diagnosis by the first specialist Physician. This benefit shall not include cost of any treatment received at the consultation.

Payment is made only if the Participant is subsequently hospitalized and if charges are incurred within a period as stated in the Schedule of Benefits prior to such hospitalization

(g) HOSPITAL SUPPLIES & 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 but excluding the cost of blood and plasma whilst the Participant is confined as an in-patient in a Hospital, up to the amount stated in the Schedule of Benefits.

(h) IN-HOSPITAL PHYSICIAN VISIT

Reimbursement of the Reasonable and Customary Charges by a Physician for Medically Necessary visiting an in-paying patient while confined for a non-surgical disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days as set forth in the Schedule of Benefit.

(i) IN-HOSPITAL SPECIALIST VISIT

Reimbursement of the Reasonable and Customary Charges by a Specialist, referred to by a registered General Practitioner, for consultation and medical

treatment while confined in hospital for a non-surgical disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days as set forth in the Schedule of Benefit..

(j) PRE-HOSPITAL DIAGNOSTIC TESTS

Reimbursement of the Reasonable and Customary Charges for Medically Necessary ECG, X-ray and laboratory tests which are performed for diagnostic purposes on account of an injury or illness when in connection with a Disability preceding hospitalization within the maximum number of days and amount as set forth in the Schedule of Benefits in a Hospital and which are recommended by a qualified medical practitioner. No payment shall be made if upon such diagnostic services, the Participant does not result in hospital confinement for the treatment of the medical condition diagnosed. Medications and consultation charged by the medical practitioner will not be payable.

(k) PRE-HOSPITAL SPECIALIST CONSULTATION

Reimbursement of the Reasonable and Customary Charges for the first time consultation by a Specialist in connection with a Disability within the maximum number of days as set forth in the Schedule of Benefits preceding confinement in a Hospital and provided that such consultation is Medically Necessary and has been recommended in writing by the attending general practitioner.

Payment will not be made for clinical treatment (including medications and subsequent consultation after the illness is diagnosed) or where the Participant does not result in hospital confinement for the treatment of the medical condition diagnosed.

(l) EMERGENCY ACCIDENTAL OUT-PATIENT TREATMENT

Reimbursement of the Reasonable and Customary Charges incurred up to the maximum as stated in the Schedule of Benefits arising from an accident for Medically Necessary Treatment as an out-patient at any registered clinic or hospital within 24 hours of the accident causing the covered bodily injury. All follow-up treatment costs by the same Clinic/Hospital thereafter will be reimbursed up to the number of days specified in the Schedule of Benefits from the date of the accident, subject to a maximum limit per accident stated in the Schedule of Benefits.

(m) EMERGENCY ACCIDENTAL DENTAL TREATMENT

An amount equal to the Reasonable and Customary Charges incurred for emergency dental treatment to sound natural teeth (crown and dentures excluded) rendered in a hospital or registered dental clinic and received as an out-patient within twenty-four (24) hours after accident, eligible expenses thereafter for follow-up treatment by the same dentist will be reimbursed up to the number of days specified in the Schedule of Benefits from date of accident subject to a maximum limit per accident stated in the Schedule of Benefits.

(n) EMERGENCY SICKNESS TREATMENT

Reimbursement of the reasonable and customary expenses (excluding transportation) incurred for consultation and medical treatment of an illness that is of an acute and emergency nature, but is not caused by an Accident, requiring the Participant to be attended to and is actually seen by a Physician as an out-patient at any twenty-four (24) hours service clinic or hospital between the time from 12 midnight to 6 am the following morning. All claims for this benefit must be accompanied by an official receipt from the hospital/clinic specifying the nature of sickness, diagnosis and date and time of attendance by a Physician.

(o) POST HOSPITALISATION TREATMENT

Reimbursement of the Reasonable and Customary Charges incurred in Medically Necessary follow-up treatment by the same attending Physician, within the maximum number of days and amount as set forth in the Schedule of Benefits immediately following discharge from Hospital for a non-surgical disability. This shall include medicines prescribed during the follow-up treatment but shall not exceed the supply needed for the maximum number of days as set forth in the Schedule of Benefits.

(p) OUTPATIENT PHYSIOTHERAPY TREATMENT

Reimbursement of Reasonable and Customary Charges incurred for physical therapy received on an outpatient basis in a clinic or hospital which is adequately equipped and duly qualified to perform such a therapy for the continued treatment of a medical condition that is covered under this Contract for which the Participant was hospitalized. Such a therapy must be recommended and approved in writing by the attending physician or surgeon and received within sixty (60) days of discharge from the hospital. The per treatment benefit payable shall not exceed the benefit limit in accordance with the Plan the Participant is covered under as specified in the Schedule of Benefits.

(q) AMBULANCE FEES

Reimbursement of the Reasonable and Customary Charges incurred for necessary domestic ambulance services inclusive of attendant to and/or from the Hospital of confinement. Payment will not be made if the Participant is not hospitalized and subject to the limits set forth in the Schedule of Benefits.

(r) MALAYSIAN GOVERNMENT TAX

5% Malaysian Government Service Tax on Room and Board charges actually incurred subject to a maximum daily benefit limit as specified in the Schedule of Benefits shall be reimbursable.

(s) MEDICAL REPORT FEES

Reimbursement of the actual fees incurred for obtaining one (1) Medical Report per disability from the hospital or attending physician that is in connection with a hospitalization that is covered under this Contract, subject to the maximum stated in the Schedule of Benefits.

(t) DAILY CASH ALLOWANCE AT GOVERNMENT HOSPITAL

Pays a daily allowance for each complete day of confinement for a covered Disability in a Malaysian Government Hospital, provided that the Participant shall confine to a Room and Board rate that does not exceed the amount shown in the Schedule of Benefits. No payment will be made for any transfer to or from any Private Hospital and Malaysian Government Hospital for the covered disability.

(u) OUT-PATIENT CANCER TREATMENT

If a Participant is diagnosed with Cancer as defined below, the Takaful Operator will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of cancer performed at a legally registered cancer treatment center subject to the limit of this disability as specified in the Schedule of Benefits.

Such treatment (radiotherapy or chemotherapy excluding consultation, examination tests, take home drugs) must be received at the out-patient department of a Hospital or a registered cancer treatment center immediately following discharge from Hospital confinement or surgery.

Cancer is defined as the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissues for which major interventionist treatment or surgery (excluding endoscopic procedures alone) is considered necessary. The cancer must be confirmed by histological evidence of malignancy. The following conditions are excluded:

- i) Carcinoma in situ including of the cervix;
- ii) Ductal Carcinoma in situ of the breast;
- iii) Papillary Carcinoma of the bladder & Stage 1 Prostate Cancer;
- iv) All skin cancers except malignant melanoma;
- v) Stage 1 Hodgkin's disease;
- vi) Tumours manifesting as complications of AIDS.

It is a specific condition of this Benefit that notwithstanding the exclusion of pre-existing conditions, this Benefit will not be payable for any Participant who had been diagnosed as a cancer patient and/or is receiving cancer treatment prior to the effective date of takaful coverage.

(v) OUT-PATIENT KIDNEY DIALYSIS TREATMENT

If a Participant is diagnosed with **Kidney Failure** as defined below, the Takaful Operator will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of kidney dialysis performed at a legally registered dialysis treatment center subject to the limit of this disability as specified in the Schedule of Benefits.

Such treatment (dialysis excluding consultation, examination tests, take home drugs) must be received at the out-patient department of a Hospital or a registered dialysis treatment center 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 notwithstanding the exclusion of pre-existing conditions, this Benefit will not be payable for any Participant who has developed chronic renal diseases and/or is receiving dialysis treatment prior to the effective date of takaful coverage.

(w) ORGAN TRANSPLANT

Reimbursement of the Reasonable and Customary Charges incurred on transplantation surgery for the Participant being the recipient of the transplant of a kidney, heart, lung, liver or bone marrow. Payment for this Benefit is applicable only once per lifetime whilst the Contract is in force and shall be subject to the limit as set forth in the Schedule of Benefits. The costs of acquisition of the organs and all costs incurred by the donors are not covered.

(x) CHILD PARTICIPANT'S DAILY GUARDIAN BENEFIT

Reimburses (up to stipulated limits set forth on the Schedule of Benefits) the expenses for meals and lodging incurred to accompany a Child Participant (aged below fifteen (15) years) in the hospital up to the maximum number of days set forth in the Schedule of Benefits.

(y) FUNERAL EXPENSES

Reimburses the full amount as specified in the Schedule of Benefits for the funeral, cremation or burial expenses upon the death of the Participant.

E. CONDITIONS

1. PERIOD OF COVER AND RENEWAL

This Contract shall become effective as of the date stated in the Contract Schedule. The Contract Anniversary shall be one year after the effective date and annually thereafter. On each such anniversary, this Contract is renewable at the Contribution rates in effect at that time as notified by the Takaful Operator.

This Contract will be renewable at the option of participant subject to the terms, conditions and termination at each of the anniversary of the Contract date. The Takaful Operator reserves the right to revise the premium rate applicable at the time of renewal. Any revision in contribution rates by the Takaful Operator will be notified to the Contract Holder at least ninety (90) days before the Contract Anniversary. Such changes, if any, shall be applicable to all Contract Holders irrespective of their claim experience according to the Takaful Operator's risk assessment.

This Contract is renewable at the option of the Contract Holder until the occurrence of any of the following:

- (i) non-payment of Contribution or Contribution not made on time;
- (ii) fraud or misrepresentation of material fact during application;
- (iii) the Contract is cancelled at the request of the Contract Holder;
- (iv) total claims of the Contract have reached the lifetime limit specified and/or on the death of the Participant;
- (v) the Participant attains the coverage age limit specified;
- (vi) termination of coverage for all policies in a certain market and the Takaful Operator withdraws this Contract completely from the market in accordance with the Portfolio Withdrawal Condition;
- (vii) the basic contract becomes paid up, matures or converted to Extended Term takaful;
- (viii) the basic contract is terminated, expired or surrendered for any cause; or
- (ix) on expiry date of this Contract as specified in the Schedule.

2. GRACE PERIOD

A grace period of thirty (30) days from their due dates is allowed for payment of all Contributions.

3. LAPSE

In the event that the Contribution due is not paid in full on or before the due date or within the grace period, this Contract shall for all purposes forthwith upon the expiry of the grace period be deemed to lapse and become void and the Takaful Operator shall not be liable to pay any amount to any party under this Contract.

4. REINSTATEMENT

If the Contract (including any rider contracts) has lapsed through non-payment of Contribution and it has not been surrendered by You, it may be reinstated at Our absolute discretion within such time as may be decided by Us provided that You (i) make a written request for reinstatement and (ii) make full payment of the Contributions due up to the date of reinstatement. We may require satisfactory evidence of Your then current medical condition or any other information to be provided at Your expense. Notwithstanding the foregoing, We have the absolute discretion whether to accept or reject any request for such reinstatement. Such reinstatement shall only cover loss occurring after the date of reinstatement.

5. MISSTATEMENT OF AGE

If the age of the Participant has been misstated and the Contribution paid as a result thereof is insufficient, any claim payable under this Contribution shall be prorated based on the ratio of the actual Contribution paid to the correct Contribution which should have been charged for the year. Any excess Contribution, which may be paid as a result of such misstatement of age shall be refunded without interest.

If at the correct age the Participant would not have been eligible for cover under this Contract, no benefit shall be payable. The liability of the Takaful Operator shall be limited to the refund of the Contribution paid without interest.

6. GEOGRAPHICAL TERRITORY

All benefits provided in this Contract are applicable worldwide for twenty-four (24) hours a day.

7. RESIDENCE OVERSEAS

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

8. MISREPRESENTATION/FRAUD

If the proposal or declaration of the Participant is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted thereon, or if this takaful coverage, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Contract shall be void.

9. GOVERNING LAW

This Contract is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

10. PORTFOLIO WITHDRAWAL CONDITION

The Takaful Operator reserves the right to cancel the portfolio as a whole if it decides to discontinue underwriting this takaful product.

Cancellation of the portfolio as a whole shall be given by written notice to the Contract Holder at least thirty (30) days prior to effecting the portfolio withdrawal condition and the Takaful Operator will run off all Contracts to expiry of the current Contract year of the respective Contracts.

11. ALTERATIONS

The Takaful Operator reserves the right to amend the terms and provisions of this Contract by giving a thirty (30) day prior notice in writing by ordinary post to the Contract Holder's last known address in the Takaful Operator's records, and such amendment will be applicable from the next anniversary of this Contract. No alteration to this Contract shall be valid unless authorized by the Takaful Operator and such approval is endorsed thereon. The Takaful Operator should give thirty (30) days prior written notice to the Contract Holder according to the last recorded address for any alterations made.

12. CHANGE IN RISK

The Participant shall give immediate notice in writing to the Takaful Operator of any material change in his or her occupation, business, duties or pursuits and pay any additional Contribution that may be required by the Takaful Operator.

13. CERTIFICATION, INFORMATION AND EVIDENCE

All certificates, information, medical reports and evidence as required by the Takaful Operator shall be furnished at the expense of the Contract Holder, and in such a form that the Takaful Operator may

require. In any event, all notices which the Takaful Operator shall require the Contract Holder to give must be in writing and addressed to the Takaful Operator. A Participant shall, at the Takaful Operator's request and expense, submit to a medical examination whenever such is deemed necessary.

14. NOTICE

Every notice or communication to the Takaful Operator shall be in writing and sent to the Takaful Operator. No alterations in the terms of this Contract or any endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Takaful Operator.

15. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Contract prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. If the Participant shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Contract, the Participant may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Takaful Operator with cogent reason(s) for the failure to comply with the Contract terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Takaful Operator. After such grace period has expired, the Takaful Operator will not accept, for any reason whatsoever, such written proof of loss.

16. ARBITRATION

All differences arising out of this Contract shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by the Takaful Operator for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

17. CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfillment of the terms, provisions and conditions of this Contract by the Participant and in so far as they relate to anything to be done or complied with by the Participant shall be conditions precedent to any liability of the Takaful Operator.

18. CURRENCY OF PAYMENT

All payments under this Contract shall be made in the legal currency of Malaysia. Should any payment be requested by the Contract Holder to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement

19. COOLING-OFF PERIOD

If this Contract shall have been issued and for any reason whatsoever the Participant shall decide not to take up the Contract, the Participant may return the Contract to the Takaful Operator for cancellation provided such request for cancellation is delivered by the Participant to the Takaful Operator within fifteen (15) days from the date of delivery of the Contract. The Participant is entitled to the return of the full Contribution paid less deduction of medical expenses incurred by the Takaful Operator in the issue of the Contract.

20. OWNERSHIP OF CONTRACT

Unless otherwise expressly provided for by Endorsement in the Contract, the Takaful Operator shall be entitled to treat the Contract Holder as the absolute owner of the Contract. The Takaful Operator shall not be bound to recognize any equitable or other claim to or interest in the Contract, and the receipt of the Contract or a Benefit by the Contract Holder (or by his legal or authorized representative) alone shall be an effective discharge of all obligations and liabilities of the Takaful Operator. The Contract Holder shall be deemed to be the responsible Principal or Agent of the Participant covered under this Contract.

21. OVERSEAS TREATMENT

If the Participant seeks treatment overseas, benefits in respect of the treatment shall be covered subject to the exclusions, limitations and conditions specified in this Contract and all benefits will be payable based on the official exchange rate ruling on the last day of the Period of Confinement and shall exclude the cost of transport to the place of treatment provided:

- a) a Participant traveling abroad for a reason other than for medical treatment, needs to be confined to a Hospital outside Malaysia as a consequence of a Medical Emergency
- b) a Participant upon recommendation of a Physician and has to be transferred to a Hospital outside Malaysia because the specialized nature of the treatment, aid, information or decision required can neither be rendered nor furnished nor taken in Malaysia.

Overseas treatment of a disease, sickness or injury which is diagnosed in Malaysia and non-emergency or chronic conditions where treatment can reasonably be postponed until return to Malaysia are excluded.

22. UPGRADED ROOM AND BOARD CO-PAYMENT

If the Participant is hospitalized at a published Room & Board rate which is higher than his/her eligible benefit, the Participant shall bear 28% of the eligible benefits described as "As Charged" in the Schedule of Benefits, notwithstanding the provisions in Clause 24. In addition, the RM3,000 per disability maximum for the Participant as per Clause 24 will no longer apply.

23. UPGRADED ELIGIBLE BENEFITS

If the eligible Benefits to any Participant under the terms of this Contract be increased while it is in force or at the time of Renewal or replacement and if such Participant shall have been afflicted with a Disability

prior or at the time the Benefits were increased, the limits of Benefits payable in respect of such Disability shall not exceed the limit of Benefits prior to the date the Benefits were upgraded.

24. CO-TAKAFUL

Any amount payable to the Participant under this Contract which is subject to co-takaful as stated in the Schedule of Benefits shall mean that the Participant shall bear ten percent (10%) of the claimable expenses per disability subject to an absolute limit of Ringgit Malaysia Three Thousand (RM3000-00) per disability and the Takaful Operator shall bear the balance of the said claimable expense.

25. SUBROGATION

If the Takaful Operator shall become liable for any payment under this Contract, the Takaful Operator shall be subrogated to the extent of such payment to all the rights and remedies of the Participant against any party and shall be entitled at its own expense to sue in the name of the Participant. The Participant shall give or cause to be given to the Takaful Operator all such assistance in his/her power as the Takaful Operator shall require to secure the rights and remedies and at the Takaful Operator's request shall execute or cause to be executed all documents necessary to enable the Takaful Operator to effectively bring suit in the name of the Participant.

26. CONTRIBUTION

If a Participant carries other takaful coverage or insurance covering any illness or injury covered by this Contract, the Takaful Operator shall not be liable for a greater proportion of such illness or injury than the amount applicable hereto under this Contract bears to the total amount of all valid takaful or insurance coverage covering such illness or injury.

27. WAITING PERIOD

Eligibility for benefits starts thirty (30) days after the Participant has been included in the Contract except for a covered Accident occurring after the effective date of coverage.

28. CANCELLATION OF CONTRACT

This Contract may be cancelled by the Contract Holder at any time by giving a written notice to the Takaful Operator and provided that no claims have been made during the current Contract year, the Contract Holder shall be entitled to a refund of the Contribution as follow:-

<u>Period Not Exceeding</u>	<u>Refund of Annual Contribution</u>
15 days	90%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%

11 months	5%
Period exceeding 11 months	No refund

*Refund upon cancellation within the first 15 days is only applicable for renewals only. Adjustments will be made to the payment schedule to reflect contribution modes other than the annual mode. Notwithstanding the above, no cancellation amount is payable for monthly mode contribution.

F. EXCLUSIONS

This Contract does not cover any hospitalization, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- i. Pre-existing illness.
- ii. Specified Illnesses occurring during the first 120 days of continuous cover.
- iii. Any medical or physical conditions arising within the first 30 days of the Participant's cover or date of reinstatement whichever is latest except for accidental injuries.
- iv. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.
- v. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of takaful coverage.
- vi. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law.
- vii. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
- viii. Pregnancy, childbirth (including surgical delivery), miscarriage, abortion, prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.
- ix. Hospitalization primarily for investigatory purposes, diagnosis, X-ray examinations, 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 or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
- x. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.

- xi. 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.
- xii. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
- xiii. Expenses incurred for donation of any body organ by a Participant and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
- xiv. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aroma therapy or other alternative treatment.
- xv. Care or treatment for which payment is not required or to the extent which is payable by any other takaful coverage or indemnity covering the Participant and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract.
- xvi. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
- xvii. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items.
- xviii. 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.
- xix. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
- xx. Expenses incurred for sex changes.

- b) The Participant shall immediately procure and act on proper medical advice and the Takaful Operator shall not be held liable in the event treatment or service becomes necessary due to failure of the Participant to do so.

INCOMPLETE CLAIMS

All claims must be submitted to the Takaful Operator within thirty (30) days of completion of the events for which the claim is being made. Claims are not deemed complete and Eligible Benefits are not payable unless all bills for such claims have been submitted and agreed upon by the Takaful Operator. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the Takaful Operator's sole discretion.

G. CLAIMS

CLAIM PROCEDURES

- a) The Participant or the Contract Holder shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Takaful Operator 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 medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalid 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.

Schedule of Benefits for Takaful MedicSave Rider

SCHEDULE OF BENEFITS (RM)	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5	PLAN 6
BASIC BENEFITS						
IN PATIENT BENEFIT						
HOSPITAL ROOM & BOARD (MAX 120 DAYS PER CONTRACT YEAR)						
MALAYSIA	350	300	250	200	150	100
OUTSIDE MALAYSIA	700	600	500	400	300	200
INTENSIVE CARE UNIT (MAX 20 DAYS PER CONTRACT YEAR)	AS CHARGED (SUBJECT TO OVERALL ANNUAL LIMIT, LIFETIME LIMIT & 10% CO-TAKAFUL. 10% CO-TAKAFUL IS SUBJECT TO A MAXIMUM LIMIT OF RINGGIT MALAYSIA THREE THOUSAND (RM3000) PER DISABILITY.)					
SURGICAL FEES, INCLUDING ANAESTHETIST'S FEES AND OPERATING THEATRE						
HOSPITAL SUPPLIES AND SERVICES						
IN-HOSPITAL PHYSICIAN VISIT (1 VISIT PER DAY)						
IN-HOSPITAL SPECIALIST VISIT (1 VISIT PER DAY)						
OUTPATIENT BENEFITS						
PRE-HOSPITAL DIAGNOSTIC TESTS (UP TO 60 DAYS PRIOR)						
PRE-HOSPITAL SPECIALIST CONSULTATION (UP TO 60 DAYS PRIOR)						
POST HOSPITALIZATION TREATMENT (UP TO 60 DAYS POST)						
AMBULANCE FEES						
DAY SURGERY						
MALAYSIA GOVERNMENT SERVICE TAX	5% ON RB					
MEDICAL REPORT FEES (PER CONTRACT YEAR)	100	100	100	80	80	80
CHILD PARTICIPANT'S DAILY GUARDIAN BENEFIT (UP TO 120 DAYS PER CONTRACT YEAR)	100	100	100	80	80	80
SECOND SURGICAL OPINION (PER CONTRACT YEAR)	200	200	150	150	100	100
DAILY-CASH ALLOWANCE AT GOVERNMENT HOSPITAL (UP TO 120 DAYS PER CONTRACT YEAR)	100	100	100	80	80	80
EMERGENCY ACCIDENTAL OUTPATIENT TREATMENT (LIMIT PER ACCIDENT, WITHIN 24 HOURS)	1,500	1,500	1,250	1,250	1,000	1,000
EMERGENCY ACCIDENTAL DENTAL TREATMENT (LIMIT PER ACCIDENT, WITHIN 24 HOURS)	1,500	1,500	1,250	1,250	1,000	1,000
EMERGENCY SICKNESS TREATMENT (LIMIT PER VISIT, 12AM TO 6AM)	50	50	50	50	50	50
OUTPATIENT PHYSIOTHERAPY TREATMENT (UP TO 60 DAYS POST HOSPITALIZATION)	1,500	1,500	1,250	1,250	1,000	1,000
OVERALL ANNUAL LIMIT	100,000	80,000	70,000	60,000	50,000	30,000
EXTENDED BENEFITS						
OUT-PATIENT KIDNEY DIALYSIS TREATMENT (PER CONTRACT YEAR)	72,000	66,000	60,000	54,000	48,000	36,000
OUT-PATIENT CANCER TREATMENT (PER CONTRACT YEAR)	72,000	66,000	60,000	54,000	48,000	36,000
ORGAN TRANSPLANT (LIFETIME LIMIT)	50,000	50,000	40,000	40,000	30,000	20,000
OVERALL LIFETIME LIMIT	300,000	240,000	210,000	180,000	150,000	90,000
ADDITIONAL BENEFITS						
FUNERAL EXPENSES	5,000	5,000	4,000	4,000	3,000	3,000

**Hospital admission facilitated by MediJaring. As charged based on reasonable & customary charges and subject to 10% co-takaful. Overall Annual limit & Lifetime limit.*