

i-Am Care

PREAMBLE

i-Am Care is an individual ordinary family takaful plan that aims to provide you with takaful protection as described in this Certificate.

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where you contribute to the plan into a fund on the basis of *tabarru'* (donation), which will be used to support Participants of the plan in times of need.

The plan participates in Shariah-compliant fund, which are maintained as separate fund by us as part of our family takaful business.

As the Certificate Holder named in the First Schedule, you are entitled to the Takaful Benefits due as shown in this Certificate subject to its terms and conditions. This Certificate was issued based on and in reliance upon the proposal form together with all declarations, medical information and other documents/information which you have provided.

If any of the Takaful Benefits become due under this Certificate, we will pay the benefits either to you or the proper claimant, as the case may be. We will not be obliged to concern ourselves with the application of the Takaful Benefits or to ensure that the same are applied for the Participant's benefit. We will not be responsible for any misapplication of the Takaful Benefits.

Signed for and on behalf of AmMetLife Takaful Berhad (Company No. 201101002936),

A handwritten signature in black ink, appearing to read 'Nazrulhisham', with a long horizontal stroke extending to the right.

Nazrulhisham Abdul Hamid
Chief Executive officer

CERTIFICATE INFORMATION STATEMENT

You should read the following information with the terms and conditions stated in this Certificate.

1. Proof of Age

If the Participant's Age has not been admitted on this Certificate, we need proof of his Age before we pay a claim.

2. Change of Address

You must notify us if there is any change to your correspondence address in order for us to keep you informed of important information.

3. Payment of Contribution

You can pay your Contributions via online banking or JomPay. Any Contribution you pay to us and shown in your credit card or bank statement will be our acknowledgement of the payment.

It is important that you keep the credit card or bank statement as proof of payment of Contribution for future references.

4. Free Look Period

If you decide not to continue with this Certificate, you can return this Certificate within fifteen (15) days from the date of receipt of this Certificate. We will then refund the Contribution paid to you.

5. Surrender

You may surrender this Certificate at any time after the Free Look Period by giving notice in writing to us. We will refund a proportion of contribution provided that you have not make any claim during the current Certificate Year. It **may not be an advantage to surrender or to replace an existing Certificate** with a new one.

Please call our Customer Care Centre before you make a final decision.

6. Claim Submission

If you need to make a claim, you must send a written notification to us at the following address. For medical and accident claims, it should be made within thirty (30) days from the event date, while for other claims within sixty (60) days from the event date.

AmMetLife Takaful Berhad (Company No. 201101002936)
Level 23, Menara 1 Sentrum,
No 201, Jalan Tun Sambanthan,
50470 Kuala Lumpur.

Tel. No : 1 300 22 9777
E-mail : customercare@ammetylifetakaful.com
Website : ammetylifetakaful.com

Once we have received the notification, we will inform you regarding the relevant documents to be completed and furnished to us in order to process your claim. Find our list of [AmMetLife Takaful's panel - Clinics/Hospitals](#), which is available in our website for seamless, hassle free medical care. If you need any assistance, please call our Customer Care Centre at the number below.

7. How to Contact Us

Should you wish to seek further information, enquire, provide feedback or have any dispute regarding your Certificate or you are not satisfied with our decision with regard to your claim and wish to lodge a complaint, you may contact your authorised representative or us directly at the following address:

Customer Care Centre

Level 6, Menara 1 Sentrum,
No 201, Jalan Tun Sambanthan,
50470 Kuala Lumpur.

Tel No : 1 300 22 9777
E-mail : customercare@ammetlifetakaful.com
Website : ammetlifetakaful.com

8. Financial Markets Ombudsman Service

Financial Markets Ombudsman Service (FMOS) is set up to offer customer protection and to help you resolve any dispute over claims between you and us. If you are not satisfied with a decision we have made on your claim, you may write to the following address:

Financial Markets Ombudsman Service (Company No: 200401025885)

(Formerly known as Ombudsman for Financial Services)

General Line: +603 2272 2811

Address : Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Website : www.fmos.org.my

9. BNM Laman Informasi Nasihat Dan Khidmat (BNM LINK) and BNMTELELINK

If you have any other enquiries or complaints on our takaful plan and services, you can refer your complaints to Bank Negara Malaysia through BNMLINK and BNMTELELINK.

BNMLINK provides face-to-face customer service on general enquiries and public complaints and is located at the Bank Negara Malaysia's regional offices. The headquarters is at:

Laman Informasi Nasihat dan Khidmat (BNMLINK)

Bank Negara Malaysia
Ground Floor, Block D,
Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel. No: (603) 2784 8888 (BNMLINK General Line)

Alternatively, you may contact BNMTELELINK by telephone, fax, letter or email with contact details as follows:

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur.

Tel. No. : 1-300-88-5465 (1-300-88-LINK)
Tel. No. (Overseas) : (603) 2174 1717
Fax No. : (603) 2174 1515
Email : bnmtelelink@bnm.gov.my
Website : www.bnm.gov.my

BNMLINK and BNMTELELINK operating hours are from: Monday – Friday, 9.00 a.m. – 5.00 p.m.

TAKAFUL CERTIFICATE PROVISIONS

1. DEFINITIONS

In this Certificate, unless the context otherwise requires, the words / terms below shall have the following meanings:

Accident	A sudden, unintentional, unexpected, unusual and specific event by external and visible means that happens at an identifiable date, time and place which shall, directly and independently of any other cause, be the cause of bodily Injury.
Age	Age next birthday.
AmBank Group	Refers to AMMB Holdings Berhad and all its direct and indirect subsidiaries and associate companies, including, but not limited to: AmBank (M) Berhad, AmBank Islamic Berhad, AmInvestment Bank Berhad, AmInvestment Group Berhad, AmInvestment Services Berhad, AmIslamic Funds Management Sdn Bhd, AmFutures Sdn Bhd, AmCard Services Berhad, AmGeneral Insurance Berhad and AmMetLife Insurance Berhad.
Authorised Office	AmMetLife Takaful Head Office or any of its registered branches.
As Charged	Actual charges incurred for reasonable, necessary and customary medical care provided in the treatment of a covered Disability.
Bank Negara Malaysia (BNM)	The government body in Malaysia responsible for primary regulation of Takaful Operators.
Certificate	Includes the Preamble, Certificate Information Statement, Takaful Certificate Provisions, Schedules, Appendices, Annexes, Endorsements and any confirmation notices we may issue, together with the proposal form, declarations, medical information and other documents/information, if any, which you and/or the Participant have provided.
Certificate Anniversary	The anniversary of the Commencement Date as stated in the First Schedule.
Certificate Holder, you or your	The holder of this Certificate, as person named in the First Schedule, and includes where a Certificate has been assigned, the assignee.
Certificate Year	One (1) year including Commencement 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.
Commencement Date	The Commencement Date stated in the First Schedule.
Consumption Tax	Tax payable (presently or in the future) on the sale or supply of goods, services or other types, including but not limited to goods and services tax, value added tax, sales tax, service tax or any similar impost.
Contribution	The takaful Contribution that you need to pay for basic and additional Takaful Benefits (if any) under this Certificate, as stated in the First Schedule.
Cover Date	The date of the issuance of this Certificate as stated in the First Schedule and is the date on which the takaful coverage provided under this Certificate begins.
Deductible	The amount of Eligible Expenses that you are liable, before any benefits are payable under this Certificate.

Diagnosis	<p>A definitive diagnosis made by a Doctor based on specific evidence that we have mentioned for that specific illness or based on radiological, clinical, and histological or laboratory evidence we accept.</p> <p>If there is any doubt about the Diagnosis, we reserve the right to request an examination of either you or the Participant (where applicable) or the evidence used in arriving at such diagnosis, by an impartial acknowledged expert in the field of medicine concerned and the opinion of such expert as to such diagnosis shall be considered binding on you or the Participant and us.</p>
Disability	A sickness, disease, illness or all Injury arising out of a single or continuous series of causes.
Doctor, Physician, Surgeon or Medical Practitioner	A registered medical practitioner who is qualified and licensed to practise western medicine. In providing treatment, they must be practising within the scope of their licensing and training in the geographical area of practice. This person cannot be you, the Participant, the Participant's or your husband or wife or a close relative.
Eligible Expenses	Medically necessary expenses incurred due to covered Disability but not exceeding the limits in the Schedule of Benefit.
Emergency Treatment	Any event whereby immediate medical attention within twenty-four (24) hours for preservation of life or limb is required for Disability which are sudden and severe failing which will be life threatening or lead to serious deterioration of health.
Endorsement	The Endorsement, if any, signed by us modifying or varying any terms or conditions contained in this Certificate.
Expiry/Maturity Date	The Expiry/Maturity Date of this Certificate, as stated in the First Schedule.
Fee	The Wakalah Fee and Tabarru' deduction.
Financial Year	The period extending from 1 st April of any calendar year to 31 st March of the subsequent calendar year.
Hospital	<p>An establishment set up and registered as a Hospital for the care and treatment of sick and injured people as paying bed-patients, and which:</p> <ul style="list-style-type: none"> a) has facilities for Diagnosis and major surgery, b) provides 24-hours nursing services by registered and graduate nurses, c) is under the supervision of a Doctor or Physician, and d) is not mainly a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the elderly, or a similar establishment, e) excludes psychiatric hospitals, which are primarily for treatment of mental illness and/or psychiatric disorders.
Hospitalised/ Hospitalisation	A continuous admission in a Hospital of at least six (6) hours in a Hospital and a room-and-board charge has been made by the Hospital in connection with the Hospitalisation. A patient shall not be considered as an Inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.
Injury	Bodily Injury that can be seen on the outside of the body caused directly by Accident and independent of all other causes, except for in the case of drowning or of internal Injury revealed by an autopsy. There must be evidence of a visible contusion or wound on the body.

Intensive Care Unit (ICU)	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.
Misrepresentation	Any statements, documents, information in relation to this Certificate which is untrue, misleading or suppressed information from us.
Medically Necessary	Refers to a medical service which is: a) consistent with the diagnosis and customary medical treatment for a covered Disability; b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; c) not for the convenience of the Participant or the physician, and unable to be reasonably rendered out of Hospital (if admitted as an in-patient); d) not of an experimental, investigational or research nature, preventive or screening nature; and e) for which the charges are fair and reasonable and customary for the Disability.
MetLife	Refers to MetLife Holdings Inc. and all its direct and indirect subsidiaries, associate, affiliates and/or related companies including but not limited to AmMetLife Takaful Berhad.
Malaysian Medical Association Guideline (MMA)	The latest available schedule of fees or charges for various descriptions of medical services and/or treatment which is provided by the MMA for the guidance of the medical profession in Malaysia and approved by the Ministry of Health.
Out-patient	The Participant is receiving medical care or treatment without being Hospitalised and includes treatment in a Day-Care centre.
Overall Annual Limit	The maximum benefits payable in respect of expenses incurred for treatment provided to the Participant during the Certificate Year.
Participant	The person covered under this Certificate, as stated in First Schedule.
Participants' Risk Fund (PRF)	The fund which is made up of the Tabarru' from a portion of your Contributions, to assist the Participant and the fellow Participants in need, through the benefits they are entitled to.
Pre-Existing Condition	Disabilities that is known to the Participant prior to Commencement Date. A Participant may be considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which: a) the Participant has received or is receiving treatment for; or b) medical advice, diagnosis, care or treatment has been recommended; or c) clear and distinct symptoms are or were evident; or d) its existence would have been apparent to a reasonable person.
Qard	An interest-free loan provided by us in the event of deficit in the PRF.
Reasonable and Customary Charges	Refers to Medically Necessary charges for medical care which is considered reasonable. We will adjust any Hospital charges which in opinion of our medical officer is considered as excessive. Such charges should not exceed the general level of charges being made by the Hospital of similar standing in the same locality where the charges are incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar illness, sickness, disease or Injury and in accordance with accepted medical standards and practice which could not have been omitted without adversely affecting the Participant's medical condition.

Sickness, Disease or Illness	A physical condition marked by a pathological deviation from the normal healthy state.
Specialist	Means a registered medical or dental practitioner qualified and licensed 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 Doctor, Physician, Dentist or Surgeon who is you or the Participant himself.
Specified Illness	Refers to the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days from the Cover 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 and varicocele. e) Endometriosis including disease of the Reproduction system. Vertebro-spinal disorders (including disc) and knee conditions.
Surgery	Any of the following medical procedures: a) to incise, excise or electro-cauterise 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; use of endoscopy procedure for the purpose of investigation, diagnosis and treatment.
Surplus	The Surplus arises from the PRF after deducting claims, reserves and retakaful cost (if any). The Surplus, if any, is calculated annually.
Tabarru'	A donation, gift or Contribution. In this Certificate, Tabarru' means donation for the purpose of takaful.
Takaful Benefits	The benefits listed under the section with the heading "Takaful Benefits".
Waiting Period	Refers to the number of days between the beginning of a Participant's Disability and the Cover Date. This shall not be applicable after the first year of cover.
Wakalah	An arrangement appointing us to act on behalf of all Participants to invest and manage the PRF provided under this Certificate. In managing and investing the fund, we are entitled to a Wakalah Fee.
we, us or our	AmMetLife Takaful Berhad.

2. GENERAL PROVISIONS

2.1 Basis of this Certificate and Reservation of Rights

- 2.1.1 This is an individual ordinary family takaful plan that provides the takaful coverage as provided in this Certificate.
- 2.1.2 This Certificate was issued based on and in reliance upon the proposal form together with all declarations, medical information and other documents/information which you and/or the Participant have provided.
- 2.1.3 This Certificate constitutes the entire contract between you and us. Unless provided otherwise, no representative or person other than individual(s) authorised by us may authorise any modification, amendment or waiver which must be made in writing and signed by the authorised individual(s).

2.2 Takaful Coverage

- 2.2.1 Takaful coverage in respect of a Participant:
 - a) Shall commence on the Cover Date provided that we receive the Contribution payable for such coverage and ending on the Expiry Date; and
 - b) Shall terminate in accordance with the provisions of this Certificate.
- 2.2.2 On the each Certificate Anniversary, this Certificate is subjected to the payment of the Contribution at the rate in effect at that time. Any revision to the Contribution rates will be applicable to all Participants regardless of their claim experience according to our risk assessment.
- 2.2.3 All the rights under this Certificate can only be exercised by you, unless provided otherwise.

2.3 Obligation To Take Reasonable Care and Not To Misrepresent

- 2.3.1 You are required to exercise reasonable care in answering the proposal form and/or in voluntarily disclosing information to us. If the information you provided is inaccurate or fraudulently made, or we find that you have suppressed any material fact, and such information is important to our decision whether to provide coverage to the Participant under this Certificate, then we may take certain action(s) as provided in this Certificate.
- 2.3.2 We will not pay any Takaful Benefit if:
 - a) Any such proposal form, declarations, medical information and other documents/information is found to be false, untrue or incomplete and it was fraudulently made or omitted; or
 - b) You do not give us any documents or information which should have been given to us within the specified time determined by us for Takaful Benefit payment process.
- 2.3.3 Deliberate or reckless Misrepresentation
Where we find any Misrepresentation was:-
 - a) made recklessly or intentionally; and
 - b) relevant to us in so far as had such information been properly disclosed to us, it would have led to our refusal to issue this Certificate or imposing terms that less favourable to the Participant;then we may opt to avoid this Certificate and refuse all claims.
If we choose to avoid this Certificate, we will refund the unearned wakalah fee amount to you.
- 2.3.4 Careless or innocent Misrepresentation
If the Misrepresentation was:-
 - a) Unintentional or innocent; and
 - b) Had the condition or statement was correctly or accurately made known to us at the point of inception of this Certificate or any cover/rider/benefit;

As a result, we would not have issued this Certificate from the very beginning then, we may opt to avoid this Certificate and refuse any claim as if we had never issue this Certificate. If we avoid this Certificate, we shall refund the following amount to you:

- a) Contribution after deduction of Wakalah Fees; and
- b) Unearned Wakalah Fees.

OR

As a result, we would have issued or renewed this Certificate but on different terms then, we may opt to impose those different terms in this Certificate and those terms may be applied retrospectively from the Commencement Date;

OR

As a result, we would have issued this Certificate but with higher Contribution then we may opt to reduce proportionately the benefit payable from the PRF based on the following calculations:

$$\frac{\text{Contribution actually charged} \times \text{Claim amount as per this Certificate}}{\text{Contribution that would have been charged}}$$

2.4 Misstatement of Age or Gender

- 2.4.1 The Age of the Participant may be admitted during his lifetime to us on due proof but if it is not admitted, proof of Age must be submitted before we pay any Takaful Benefit for claim made under this Certificate.
- 2.4.2 If we have not previously verified or confirmed the Age or gender of the Participant to be correct, we have the right to require proof of the Age or gender of the Participant before making any payment under this Certificate.
- 2.4.3 If you or the Participant has misstated the Age or gender of the Participant, we shall have discretion to vary, amend or adjust the provisions of this Certificate accordingly, based on the Participant's true Age or gender.
- 2.4.4 If the total Contribution based on the Participant's correct Age or gender are higher than the total Contribution that have been paid, we shall reduce the Takaful Benefit payable and vary the surplus allocation under this Certificate by the differences between the actual Contribution paid and the Contribution which should have been paid for this Certificate.
- 2.4.5 If the total Contribution based on the Participant's correct Age or gender are lower than the total Contribution that have been paid, we shall refund the differences between the actual Contribution paid and the Contribution which should have been paid for this Certificate.

2.5 Incontestability

- 2.5.1 We will not dispute the validity of this Certificate after it has been in force during the lifetime of the Participant except for Misrepresentation, fraud or non-disclosure of a material fact.
- 2.5.2 Material fact means a fact which, if known to us, it would have led us to impose additional Contributions or exclusions or to decline the takaful application.

2.6 Currency and Place of Payment

- 2.6.1 All amounts payable by way of Contributions or Takaful Benefits shall be in Ringgit Malaysia only.

2.7 Change in Contribution, Fee or Term and Condition

- 2.7.1 We reserve the right to revise the Contribution or Fee payable or vary term and condition of this Certificate at any time by giving thirty (30) days written notification to you at your last known address. The changes will be determined by us to be appropriate and equitable.

2.8 Changes in Risk

- 2.8.1 You shall give immediate notice in writing to us in respect of any material change in occupation, business, duties or pursuits of the Participant and pay any additional Contribution that may be required by us on account of the change in risk.

2.9 Free Look Period

- 2.9.1 You may cancel this Certificate by giving us notice in writing within fifteen (15) days from the date of receipt of this Certificate. This Certificate shall only be deemed to be returned to us on the date it is received by us.
- 2.9.2 If this Certificate is cancelled during Free Look Period, we shall refund you the full amount of Contribution paid.

2.10 Grace Period

- 2.10.1 You must pay the Contribution within thirty (30) days Grace Period from each of the Contribution due dates. If the Contribution remains unpaid after the Grace Period, this Certificate will be terminated. If any claim arises during the Grace Period, any unpaid balance of the Contribution due for the full Certificate Year shall be deducted from the claim proceeds before claim payment is made under this Certificate.

2.11 Retakaful

- 2.11.1 We may procure and arrange for retakaful from any third party as we deem necessary and appropriate in respect of the takaful coverage granted under this Certificate.

2.12 Notifications

- 2.12.1 All notifications must be in writing and will be sufficiently served to you.
- 2.12.2 Likewise, all notifications to us must be in writing and will be sufficiently served to us when we receive the same.
- 2.12.3 Any notification sent by post is deemed to have been duly received by you five (5) days after posting irrespective of whether the same has actually been received or not.
- 2.12.4 For general notification to our customers which is not specifically to just one Certificate Holder or Participant, it shall be a sufficient notification if the same is communicated through advertisement in major newspapers or through our Website (as deemed appropriate by us).

2.13 Notification of Confirmation

- 2.13.1 If we issue a notification of confirmation, we will consider the content of the notification as correct unless there is an obvious error or you validly complain to us about it within fourteen (14) days of the date of the notification of confirmation.

2.14 Interpretation

- 2.14.1 In this Certificate, unless otherwise stated:
- a) headings are inserted for convenience only and shall not affect how this Certificate is construed;
 - b) words including the singular where appropriate shall include the plural and vice-versa;
 - c) words including a gender shall include every gender;
 - d) reference to any notice or request to be given to us shall be in writing;
 - e) reference to laws, rules or regulations shall include such laws, rules or regulations as amended or re-enacted from time to time.
- 2.14.2 Each provision of this Certificate is severable and distinct from the others and if one (1) or more of such provisions are or become invalid, void or illegal, the enforceability of the remaining provisions of this Certificate shall not in any way be affected or impaired by it.

2.15 Laws, Rules and Regulations

- 2.15.1 This Certificate and the obligations of us pursuant to this Certificate are subject to the laws, rules and regulations currently in force in Malaysia and such laws, rules and regulations shall include but shall not be limited to any circulars, directives or guidelines now or hereafter issued by the relevant authorities and/or regulatory bodies having jurisdiction over us.
- 2.15.2 Notwithstanding anything contained in this Certificate, in the event of conflict between the provisions of this Certificate and any law, rule or regulation (which includes but is not limited to circulars, directives and guidelines now or hereafter issued by the relevant authorities and/or regulatory bodies having jurisdiction over us), such law, rule or regulation shall prevail.
- 2.15.3 This Certificate shall be governed by and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the non-exclusive jurisdiction of the competent courts of Malaysia.
- 2.15.4 We shall have the absolute authority to make any changes that may be required due to any such laws, rules or regulations by giving written notice to you.

2.16 Anti-Money Laundering and Counter Financing of Terrorism

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

2.17 Disclosure of Information

- 2.17.1 You provide us consent to disclose, at our sole discretion, relevant information and documents relating to this Certificate to/for:
- a) The next of kin/ administrator/executor/beneficiary/the solicitors acting for them for the purpose applying any court order in respect of your estate;
 - b) To any party or the solicitors acting for that party who had obtained court order in respect of this Certificate;
 - c) Receivers and managers appointed by any debenture holder of a corporate Participant, liquidators, official assignees/official receivers of a/an bankrupt/insolvent Participant;
 - d) BNM/other regulators/enforcement authorities acting under powers granted under any applicable law;
 - e) The takaful industry association/organization in which we are the member;
 - f) Representative, loss adjusters appointed by us;
 - g) Representative, appointed by you;
 - h) The purposes of any legal proceedings in relation to this Certificate;
 - i) The police/other investigative authorities for:
 - i. Lodging of relevant reports by us;
 - ii. Investigation into any crime (including any money laundering and terrorism financing activities);
 - iii. Prevention of crime;
 - j) The statutory bodies, government agencies and departments for the performance of their functions and duties;
 - k) Our vendors, service providers, consultants, external professional advisors as may be required for the proper performance of their functions, duties and obligations to us and AmBank Group/MetLife;
 - l) Any party which in the future may express intention to acquire any interest/shareholding in us/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between us and such parties;
 - m) Any external party as may be required for any corporate exercises/due diligence activities undertaken by us or the AmBank Group/MetLife;
 - n) AmBank Group/MetLife companies for purposes of outsourcing of services by us and for shared/centralised services such as internal audit, risk management, legal, finance, information technology and compliance.

2.18 Privacy

- 2.18.1 You confirm that you had read, understood and agreed to be bound by our Privacy Notice which is available at ammertilifetakaful.com and the clauses herein, as they may relate to the processing of your personal data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference to this Certificate.
- 2.18.2 You authorize us and AmBank Group or MetLife, its affiliates and agents to collect, transfer (within or outside Malaysia) and process your personal data, including sensitive personal data, such as health details or biometric data to enable us to administer or perform our obligations in connection with the services and benefits provided under this Certificate. Personal data means name, date of birth, street address, email address and other information that could identify you as an individual.
- 2.18.3 In the event you provide personal data and/or financial information relating to third parties for the purpose of managing the Takaful plan with us, you:
- a) Confirm that you had obtained their consent or are otherwise entitled to provide the information to us and for us to use it in accordance with this Certificate;
 - b) Agree to ensure that the personal data of the said third parties is accurate and updated; and
 - c) Agree to our right to terminate the Takaful plan should such consent be withdrawn by any of the said third parties.
- 2.18.4 You agree that our related companies (AmBank Group or MetLife), their merchants and strategic partners may contact you about products, services and offers, which we and AmBank Group/MetLife believe may be of interest or beneficial to you.
- 2.18.5 We and AmBank Group/MetLife may communicate with you through various channels, including telephone, e-mail, electronic/mobile messaging, facsimile or post, using the contact information you had provided.
- 2.18.6 You may inform us at any time if you do not wish to receive marketing communications from us, AmBank Group or MetLife and/or our merchants and business partners, by contacting us.
- 2.18.7 Your latest written instructions to us will prevail. You acknowledge that certain communications such as the statements of your takaful plan and AmBank Group's/MetLife's websites may contain standard information regarding our other products and services and AmBank Group/MetLife that cannot be removed without affecting the delivery/operation provision of the takaful plan and/or without additional costs to you.
- 2.18.8 Even after you had provided us with any information, you will have the option to withdraw the consent given earlier. In such instances, we will have the right to not provide or discontinue the provision of the takaful plan that is/are linked with such information.
- 2.18.9 We reserve the right to amend this section from time to time at our sole discretion by providing notice to you.
- 2.18.10 This section shall be without prejudice to Section Disclosure of Information of this Certificate.

2.19 Consumption Tax

- 2.19.1 The Contribution that You will pay to Us under this Certificate is exclusive of any Consumption Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. For avoidance of doubt, all Contributions that You will pay to Us under this Certificate must be made free and clear of any deductions or withholdings on account of Consumption Tax. In the event that a deduction or withholding is required by law, the amount paid or payable must be grossed-up to ensure that We receive the same amount as We would have been entitled to receive in the absence of any requirement to make a deduction or withholding.
- 2.19.2 In the event that We are required by law and/or regulation to calculate and collect any amount paid or payable from You under this Certificate on account of any Consumption Tax, such amount that We have calculated, shall be paid by You as additional to and without any deduction or set-off from the Contribution payable under this Certificate to Us.

3. FUNDS

3.1 Allocation of Contribution into the Participants' Risk Fund

3.1.1 We will allocate the Contribution, after deducting the Wakalah Fee into the PRF.

3.2 Surrender

3.2.1 You are advised not to surrender this Certificate.

3.2.2 However, you may surrender this Certificate at any time after the Free Look Period by giving notice in writing to us. We will refund a proportion of your Contribution provided that you did not make any claim for the current Certificate Year as follows :

Period Not Exceeding	Refund of Annual Contribution
1 month*	85%
2 months	70%
3 months	55%
4 months	45%
5 months	35%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
12 months	0%

*For termination within Free Look Period, shall refer to Free Look Period clause.

3.3 Participants' Risk Fund and Surplus Distribution

3.3.1 The Contribution, after deducting the Wakalah Fee, will be allocated into the PRF as Tabarru'.

3.3.2 The PRF is for the collective benefit of all Participants and provides a means of financial protection.

3.3.3 We will pay the Sum Covered for the relevant Takaful Benefit under this Certificate from the PRF.

3.3.4 We will manage the PRF assets and have the absolute discretion to invest and manage the assets in accordance with principles of Shariah and will avoid investing the assets in securities or assets prohibited by Shariah. We will rectify any loss arising in the PRF if such loss is proven to have caused solely by our negligence in managing the PRF.

3.3.5 All costs, expenses, charges and levies for maintaining and investing the assets of the PRF and any other related expenses shall be borne and paid from the PRF.

3.3.6 The assets and liabilities of the PRF will be valued at the end of each Financial Year and actuarial principles will be applied to assess any Surplus arising. Claims payment and provision, retakaful cost (if any), technical reserve, stabilisation reserve and any deficits brought forward will be taken into account when we calculate any Surplus arising.

3.3.7 Any Surplus arising from PRF will be allocated back to the PRF.

3.3.8 If there is deficit in the PRF, we will provide a Qard from the shareholder's funds to rectify the deficit. Future Surplus arising from the PRF will be used to pay the Qard before any distribution of Surplus.

4. CONTRIBUTION AND CHARGES/FEE

4.1 Contribution

- 4.1.1 This Certificate is issued and the Takaful Benefits under this Certificate are available to the Participant in consideration of the payment of the prescribed Contribution.
- 4.1.2 The amount, frequency and term of Contribution payable are stated in the First Schedule.

4.2 Wakalah Fee

- 4.2.1 Each Contribution paid by you is subject to Wakalah Fees as stated in the First Schedule.

4.3 Tabarru'

- 4.3.1 Tabarru' is the Contribution after deduction of Wakalah Fees and shall be allocated into PRF.

4.4 Third Party Administrator (TPA)

- 4.4.1 We shall have the discretion to secure the services of TPA from any sources it deems fit for the benefit of the Participant.
- 4.4.2 The Third Party Administrator (TPA) services shall be deducted from the Wakalah Fee.

5. TAKAFUL BENEFITS

5.1 Event Upon Which the Benefit is Payable

- 5.1.1 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 Participant 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 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 Commencement Date.
- 5.1.2 Reimbursement of Reasonable and Customary Charges shall be dependent on:
 - a) 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 amount of the Schedule of Benefits; and
 - b) such charges are consistent and in the same level as those recommended in the MMA Guidelines.

5.2 Schedule of Benefits

Item	Plan (Maximum Per Disability)	Plan 200
A	Overall Annual Limit	100,000
B	Lifetime Limit	Nil
C	Deductible Not applicable to Item (12), (17), (18), Emergency Treatment including Accident and any medical treatment in the Malaysia Government Hospital.	RM500 Deductible per certificate year
	In-patient Benefits	
1	Room & Board <i>(maximum of one hundred fifty (150) days)</i>	RM200
2	Intensive Care Unit <i>(maximum of seventy five (75) days)</i>	RM300
3	Hospital Miscellaneous Services	As charged*
4	Operating Theatre Fees	
5	Surgical Benefit	
6	Anesthetist's Fees	
Pre & Post Benefits		
7	Pre-Hospital Diagnostic Services <i>(within sixty (60) days prior to admission or surgery)</i>	As charged*
8	Pre-Hospital Specialist Consultation <i>(within sixty (60) days prior to admission or surgery)</i>	
9	Post Hospital Follow-up <i>(within sixty (60) days from discharge date)</i>	
10	Second Surgical Opinion <i>(within sixty (60) days prior to surgery)</i>	
11	In-Hospital Physician Visit <i>(max two (2) visit per day)</i>	
Out-patient Benefits		
12	Emergency Treatment for Injury due to Accident inclusive of dental Injury <i>(maximum of thirty one (31) days for follow-up)</i>	RM2,000
13	Out-patient Physiotherapy <i>(within ninety (90) days from discharged date)</i>	As charged*
14	Day care procedure	
15	Ambulance Fees	
16	Medical Record Fees	RM80
Medical Catastrophe Benefits		
17	Outpatient Cancer Treatment (max per annum)	RM40,000
18	Outpatient Kidney Dialysis (max per annum)	RM40,000
19	Organ Transplant (once per lifetime)	RM75,000
Miscellaneous Benefits		
20	Applicable Consumption Tax	As charged*

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

5.3 Description of Benefits

5.3.1 Hospital Daily Room and Board

We will reimburse the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit will be equal to the actual charges made by the Hospital during the Participant's Hospitalisation, subject to the maximum number of days as shown in the Schedule of Benefits in each Certificate Year. The Participant will only be entitled to this benefit while confined to a Hospital as an in-patient and the benefit is not subject to Deductible.

5.3.2 Intensive Care Unit (ICU)

We will reimburse the Reasonable and Customary Charges Medically Necessary for actual room incurred during confinement as an in-patient in the Intensive Care Unit of the Hospital. We will pay the amount equal to the actual charges made by the Hospital subject to the maximum number of days as set out in the Schedule of Benefits in each Certificate Year. If the period of confinement in an Intensive Care Unit exceeds the maximum shown in the Schedule of Benefits, the reimbursement will be restricted to the standard Daily Hospital Room and Board rate.

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

5.3.3 Hospital Miscellaneous Services

We will reimburse 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.

5.3.4 Operating Theatre

We will reimburse the Reasonable and Customary Operating Room charges incidental to the surgical procedure but not exceeding the limits as set out in the Schedule of Benefits.

5.3.5 Surgical Benefit

We will reimburse 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 during confinement as an in-patient, up to the maximum amount and 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.

5.3.6 Anaesthetic Fee

We will reimburse the Reasonable and Customary Charges by the Anaesthetist for the Medically Necessary administration of anaesthesia not exceeding the limits as set forth in the Schedule of Benefits.

5.3.7 Pre-Hospital Diagnostic Services

We will reimburse 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 related to a Disability preceding Hospitalisation within the maximum number of days and amount as set out in the Schedule of Benefits in a Hospital and which are recommended by a qualified medical practitioner.

We will not pay 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.

5.3.8 Pre-Hospital Specialist Consultation

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

We will not pay 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.

5.3.9 Post-Hospital Follow-Up

We will reimburse the Reasonable and Customary Charges incurred in Medically Necessary follow-up treatment by the same attending Physician, within the maximum number of days 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 out in the Schedule of Benefits.

5.3.10 Second Surgical Opinion

We will reimburse the Reasonable and Customary charges for consultation and opinion with a second specialist to determine whether a surgical operation is necessary or required in view of the Participant's medical condition up to the maximum limit per Disability as stated on the Schedule of Benefits.

Payment is made only if the Participant is subsequently Hospitalised for surgery and if charges are incurred within a period as stated in the Schedule of Benefits prior to such Hospitalisation.

5.3.11 In-Hospital Physician Visit

We will reimburse 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 number of visit per day, not exceeding the maximum number of days as set out in the Schedule of Benefits.

5.3.12 Emergency Treatment Injury Inclusive Of Dental Injury

We will reimburse the Reasonable and Customary Charges incurred, up to the maximum stated in the Schedule of Benefits, as a result of a covered bodily injury or dental injury arising from an Accident for Medically Necessary treatment as an outpatient at any registered clinic or Hospital within twenty-four (24) hours of the Accident causing the covered bodily / dental injury. Follow up treatment by the same doctor or same registered clinic or Hospital for the same covered bodily injury will be provided up to the maximum amount and the maximum number of days as set out in the Schedule of Benefits.

5.3.13 Out-patient Physiotherapy Treatment

We will reimburse the Reasonable and Customary Charges incurred for out-patient physiotherapy treatment referred in writing by a licenced specialist Physician after Surgery or in-Hospital treatment, within ninety (90) days from the date of Hospital discharge / Surgery for Any One Disability up to the maximum as set out in the Schedule of Benefits. However, we will not pay for medication / treatment and subsequent consultations with the same specialist Physician.

5.3.14 Day-care Procedure

We will reimburse the Reasonable and Customary Charges for all professional fees, including all incidental costs, services and supplies, for minor Day-care Surgical Procedures performed as an outpatient without Hospitalisation. The surgical procedures shall include all invasive (diagnostic) or endoscopic procedures and minor operations but exclude treatment or procedures for long-term illness like cancer and kidney failure.

5.3.15 Ambulance Fee

We will reimburse the Reasonable and Customary Charges incurred for necessary domestic ambulance services (inclusive of attendant) to and/or from the Hospital of confinement subject to the limits set forth in the Schedule of Benefits. We will not pay if the Participant is not Hospitalised.

5.3.16 Medical Record Fee

We will reimburse the actual expenses incurred by the Participant for the medical records subject to the maximum limit for this benefit as specified in the Schedule of Benefits.

5.3.17 Out-patient Cancer Treatment

If a Participant 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 limit of this Disability as specified 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.

We define cancer as any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- a) All cancers which are histologically classified as pre-malignant, non-invasive; carcinoma in situ; having either borderline malignancy; or having low malignant potential.
- b) All tumours of the prostate, thyroid and urinary bladder histologically classified as T1N0M0 (TNM classification).
- c) Chronic Lymphocytic Leukemia less than RAI Stage 3.
- d) All cancers in the presence of HIV.
- e) Any skin cancer other than malignant melanoma.

We will not pay this benefit for any Participant who had been diagnosed as a cancer patient and/or is receiving cancer treatment prior to the Certificate Cover Date or date on which this Certificate was issued.

5.3.18 Out-patient Kidney Dialysis Treatment

If a Participant 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 limit of this Disability as specified 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.

End stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis initiated or renal transplantation is carried out.

We will not pay this benefit for any Participant who has developed chronic renal diseases and/or is receiving dialysis treatment prior to the Certificate Cover Date or date on which this Certificate was issued.

5.3.19 **Organ Transplant**

We will reimburse the Reasonable and Customary Charges incurred on transplantation surgery for the Participant being the recipient of the transplant of:

- a) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- b) One of the following human organs: heart, lung, liver, kidney or pancreas that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

Payment for this benefit is applicable only once per lifetime whilst the Certificate is in force and shall be subject to the limit as set forth in the Schedule of Benefits. We do not cover the costs of acquisition of the organs and all costs incurred by the donors.

5.4 **Benefits Limitation**

5.4.1 **Overall Annual Limit**

The maximum benefits amount payable shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of any type(s) of Disability.

In the event that the Overall Annual Limit having been fully utilized, all benefits for the Participant hereunder shall immediately cease to be payable for the remaining Certificate Year.

5.4.2 **Co-Payment on Upgraded Room and Board**

In the event the Overall Annual Limit having been paid, all takaful for the Participant hereunder shall immediately cease to be payable for the remaining Certificate Year. If the Participant is Hospitalised at a published Room & Board rate which is higher than his/her eligible benefits or plan, the Participant shall bear the difference in Room & Board rate and twenty per cent (20%) of the other eligible benefits described in the Schedule of Benefits. The other eligible benefits include all the benefits in the Schedule of Benefits.

5.4.3 **Deductible**

The Deductible is a specified amount of Eligible Expenses for which you are liable before any benefits are payable under this Supplementary Certificate. Should there be any excess of the benefits payable in respect to the same claim. We shall reimburse the excess amount subject to Overall Annual Limit stated in the Schedule of Benefits irrespective of any type of Disability.

The Deductible shall not be applicable to the following circumstances:

- (a) Covered Benefits under Item Item (12), (17) and (18) as stated in the Schedule of Benefits;
- (b) Emergency Treatment including Accident; and
- (c) if the Participant sought any treatment in the Malaysia Government Hospital.

6. SPECIAL PROVISION

6.1 Worldwide Coverage

6.1.1 The Participant is covered on a twenty-four (24) hours worldwide basis.

6.2 Overseas Residence

6.2.1 We will not pay any benefit 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.

6.3 Overseas Treatment

6.3.1 If the Participant seeks treatment outside Malaysia, benefits shall be covered subject to the exclusions, limitations and conditions specified in this Certificate and all benefits will be payable based on the official exchange rate ruling on the claims approval date and shall exclude the cost of transport to the place of treatment provided;

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

6.3.2 Overseas treatment of a sickness, disease 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.

6.4 Waiting Period

6.4.1 Eligibility for benefits starts thirty (30) days after the Cover Date, while for Specified Illnesses, the coverage starts after hundred and twenty (120) days from the Cover Date. No Waiting Period is applicable for Accidental causes.

6.5 Portfolio Withdrawal Clause

6.5.1 We reserve the right to cancel the portfolio as a whole if it decides to discontinue underwriting this takaful product. Cancellation of the product portfolio as a whole shall be given by written notice to you at least thirty (30) days in advance and we will run off all the certificates to expiry of the period of cover within the portfolio.

7. EXCLUSIONS AND TERMINATION

7.1 Exclusions

7.1.1 We will not pay the eligible benefit if the Participant Hospitalisation, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- a) Pre-Existing Condition.
- b) Specified Illnesses occurring during the first one hundred and twenty (120) days of continuous cover.
- c) Any medical or physical conditions arising within the first thirty (30) days of the Participant's covered, except for injuries caused by an Accident.
- d) Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of near-sightedness (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.
- e) Dental conditions including dental treatment or oral surgery except as necessitated by Accidental injuries to sound natural teeth which happen during the period of takaful.
- f) 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 (Human Immunodeficiency Virus) related diseases, and any communicable diseases requiring quarantine by law.
- g) Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
- h) Pregnancy, child birth (including surgical delivery), miscarriage, abortion and 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.
- i) Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, 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.
- j) Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
- k) 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.
- l) Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
- m) 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.
- n) 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, bone setting, herbalist treatment, massage or aromatherapy or other alternative treatment.
- o) Care or treatment for which payment is not required or to the extent which is payable by any other takaful or indemnity covering the Participant and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Takaful Contract.
- p) Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
- q) 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.
- r) Sickness, disease, illness 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.
- s) Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
- t) Expenses incurred for gender reassignment.
- u) Any treatment or investigation which is not Medically Necessary, or recuperation, custodial or rest care.

7.2 Termination

- 7.2.1 This Certificate will end automatically:
- a) on the Expiry Date; or
 - b) upon cancellation or surrender for any reasons; or
 - c) when the Participant dies; or
 - d) when it is terminated under any provisions of this Certificate; or
 - e) after the end of notice by Us to withdraw this Certificate completely from the market in accordance with the Portfolio Withdrawal Condition clause;
- whichever occurs first.
- 7.2.2 We will not pay any claim submitted for more than sixty (60) days from the date the Certificate ends or is terminated. The amount we pay will not be more than the Overall Annual Limit in each Certificate Year.

8. CLAIM NOTIFICATION & RESTRICTION

8.1 Claim Procedures

- 8.1.1 You must send notification of any claim to us within thirty (30) days from the commencement of the confinement to a Hospital. If failure to do so, will not affect the claim as long as you can show that the notice was not reasonably possible to be given within the said period and was given as soon as possible.
- 8.1.2 Proof of the Hospitalisation or treatment as an out-patient must be given to us within thirty (30) days after discharge from the Hospital for Hospitalisation claims or sixty (60) days from the commencement of a Disability for non-Hospitalisation claims. We require original bills and receipts in respect of the charges and fees incurred.
- 8.1.3 We will pay you all claims under this Certificate in Ringgit Malaysia. If you ask us to pay in any other currency, we will use the rate of the currency requested at the prevailing currency market rates on the date of the claim settlement.
- 8.1.4 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 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 misrepresentation or concealment of fact which is material to the acceptance of risk of this Certificate.

8.2 Other Things We Consider When Paying Claims

8.2.1 Other Insurance/Takaful Benefits

If the Participant 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.

8.2.2 Reasonable and Customary Charges

We will revise any Hospital charges if our medical officer believes they are excessive. These charges must not be more than the general level of charges being made by a Hospital of similar standing in the same locality where the charges are incurred, taking into account similar comparable treatment, services or supplies for a similar illness or injury.

8.2.3 Continuation of Hospitalisation Carries To Next Certificate Year

Where the period of Hospitalisation, out-patient, pre- or post-Hospitalisation treatment, or home nursing care carries into the next Certificate Year, the benefit will be apportioned on the basis of the actual itemised expenses incurred on a daily basis.

Where there is no itemisation of the expenses by daily breakdown, such expenses shall be apportioned as a percentage of the actual days of confinement for each respective Certificate Year.

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