

1. Contractual relationship among the participants contributing into the *Tabarru` Fund*

You agreed to participate in this plan together with all the other participants based on the principles of *Ta`awun* (mutual assistance). The *Tabarru`at* (charitable) contribution that You make will be pooled into the *Tabarru` Fund* together with the contribution of other participants to provide for mutual financial benefits payable to all the eligible takaful participants or their beneficiaries on the occurrence of pre-agreed events based on the agreed takaful benefit under the plan.

2. Contractual relationship between You and Us**2.1 *Wakalah***

2.1.1 You agreed to appoint and authorise Us to manage this takaful plan and invest the *Tabarru` Fund*. We are authorised to implement the takaful business in accordance with Shariah principles, legal and regulatory requirements as well as the terms stated herein.

2.1.2 In return for the tasks to be carried out and based on *Wakalah bi al-ujrah* principles, You agreed to pay the *Wakalah Charges* to Us as specified under Schedule 2 and Certificate Provisions Clause 6.1 herein. In addition to the *Wakalah Charges*, We are also entitled to performance fee on the distributable Surplus as stated under Certificate Provisions Clause 3.1.1 herein.

2.1.3 Upon circumstances that would be deemed as mismanagement, negligence or breach of specified terms, We shall be liable and shall compensate for loss or damage including any actual cost suffered by You.

2.1.4 This *Wakalah* contract shall dissolve upon maturity, termination due to surrender or any circumstances as specified under the Termination Clause 9.8 herein. We are entitled to the *Wakalah Charges* for the services rendered.

CERTIFICATE PROVISIONS

In this entire Certificate, the following words and phrases are defined as below.

Accident	A sudden, unintentional, unexpected, unusual and specific event caused or resulted independently of any other cause and directly by violent, external and visible means that happens at an identifiable time and place.
Age	Age next birthday.
Amount of Benefits	The amount payable from the <i>Tabarru`</i> Fund under this Certificate as shown in Schedule 2.
Any One Disability	Refers to the single Disability and its complications that result in You being Hospitalised one or more times, or seeking Outpatient treatment. All Hospitalisation and/or Outpatient treatment shall be considered to be from the same Disability if You have not completely recovered and are still under treatment for that Disability and its complications. Your Hospitalisation and/or Outpatient treatment shall be considered to be from a new Disability if You have fully recovered and do not require any more treatment for the Disability for a period of more than ninety (90) days following the date of discharge from the last Hospitalisation or from the date of last Outpatient treatment for the same Disability.
Basic Benefit	The benefit(s) provided under this Certificate as mentioned in Schedule 2.
Certificate	The document which consists of the Preamble, Certificate Information Statement, Schedules, Shariah Contract (<i>`Aqad</i>), Certificate Provisions and future confirmation notice We may issue.
Certificate Anniversary	Refers to the same date each year as the Commencement Date.
Certificate Year	The twelve (12) months period which starts on the Commencement Date or any Certificate Anniversary and ends on the day before the following Certificate Anniversary.
Contribution	The contribution that You need to pay for the Basic Benefit under this Certificate. It is the sum of the <i>Wakalah</i> Charge and <i>Tabarru`</i> Deduction.
Contribution Due Date	The first day on which Your contribution is due, according to the payment frequency shown in Schedule 1. The first Contribution Due Date is the Commencement Date.
Day Surgery	A surgical procedure performed at a Hospital or Specialist clinic which requires the use of a recovery facility, but without an overnight stay at the Hospital or Specialist clinic.
Dentist	A healthcare practitioner that specialises in the diagnosis, prevention and treatment of diseases or conditions of the oral cavity. He/She must be registered in the geographical area of practice and holds a valid practicing Certificate. A Dentist who is himself or herself the Covered Person of this Certificate shall not be considered a Dentist when making a claim.

Diagnosis	<p>A definitive diagnosis made by a Doctor based on specific evidence that We have mentioned for that specific illness diagnosed at or based on radiological, clinical, and histological or laboratory evidence We accept.</p> <p>If there is any doubt about the Diagnosis, We may request for the evidence used in arriving at such diagnosis to be examined by an impartial acknowledge expert in the field of medicine concerned. We also may request an examination of You, 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 both You and Us.</p>
Disability	<p>A sickness, disease, illness or all injury arising out of a single or continuous series of causes.</p>
Distributable Surplus	<p>The Distributable Surplus arising inclusive of the Investment Profit from the <i>Tabarru`</i> Fund after claims payable and reserves. The Distributable Surplus is calculated and distributed (if any) annually.</p>
Doctor, Medical Officer, Surgeon or Physician	<p>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 or Your spouse or a close relative.</p>
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,(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.
Hospitalised/Hospitalisation	<p>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.</p>
Intensive Care Unit (ICU) / Cardiac Care Unit (CCU)	<p>A section within a Hospital which is designated as an Intensive Care Unit/Cardiac 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.</p>
Investment Profit	<p>The profit arising from managing the investment of the <i>Tabarru`</i> Fund, which will be distributed together with Distributable Surplus.</p>
Malaysian Government Hospital	<p>A recognized government owned hospital under the purview of the Malaysian Ministry of Health and which charges of service are subject to the Fee Act 1951 Fees (Medical) Order 1982 or any such relevant laws that may replace it in future.</p>

Medically Necessary	<p>A medical service which is:</p> <ul style="list-style-type: none">(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 You or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient);(d) not of an experimental, investigational or research nature, preventive or screening nature;(e) for which the charges are fair, reasonable and customary for the covered Disability; and(f) provide treatment directly related to the covered Disability. <p>The fact that a Physician may prescribe, authorise or direct a service does not itself make it Medically Necessary or covered by the plan.</p>
Outpatient	<p>A person who visits the hospital, clinic or other healthcare facility for diagnosis or treatment but is not Hospitalised.</p>
Pre-Existing Condition	<p>Illness and/or condition that You have reasonable knowledge of before the Commencement Date. You may be considered to have reasonable knowledge of a Pre-Existing Condition where the illness and/or condition is one for which:</p> <ul style="list-style-type: none">(a) You have 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.
Reasonable and Customary Charges	<p>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 imposed by other legally registered providers of medical or healthcare services of similar standing within Malaysia. Such charges when incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same gender and of comparable age for a similar Sickness, Disease or injury and in accordance with accepted medical standards and practice which could not have been omitted without adversely affecting Your medical condition.</p>
Sickness, Disease, Illness	<p>A state of poor physical health that requires medical treatment.</p>
Specialist	<p>A medical practitioner who specializes in a specific field of medicine and who is recognized by the appropriate health authority as an expert in that field. A Specialist shall include a Physician or a Surgeon. A Specialist who is himself or herself the Covered Person shall not be considered a Specialist when making a claim.</p>
Specified Illness	<p>The following disabilities and its related complications, occurring within the first one hundred and twenty (120) days from the Commencement Date:</p> <ul style="list-style-type: none">(a) Hypertension, diabetes mellitus and cardiovascular disease;(b) All tumours, cancers, cysts, nodules, polyps;(c) Stones of the urinary system and biliary system;(d) Any disease of ear, nose (including sinuses) and throat conditions;(e) Hernias, haemorrhoids, fistulae, hydrocele, varicocele;(f) Any disease of the reproductive system including endometriosis; or(g) Any disorders of the spine (including a slipped 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; (d) use of endoscopy procedure for the purpose of investigation, diagnosis and treatment.
Tabarru` Deduction	The balance of Your Contribution after deducting the <i>Wakalah</i> Charge. It is contributed into the <i>Tabarru`</i> Fund for the purpose of mutual aid and assistance according to the agreed benefits under the plan.
Tabarru` Fund	A fund collectively owned by the participants where the <i>Tabarru`</i> Deductions from the participants are placed and pooled together. The fund is used to pay the agreed benefits under the plan on the basis of mutual aid and assistance.
Waiting Period	The first certain amount of days from the Commencement Date. For the avoidance of doubt, no benefits shall be payable for: (a) any condition which existed or diagnosed: (i) during the Waiting Period; or (ii) after the expiry of the Waiting Period but which is related to a condition which existed or diagnosed during the Waiting Period; or (b) any sign or symptom existed before or during the Waiting Period which would prompt a reasonable person to seek medical care or attention, though the resulting diagnosis may occur before or after the expiry of the Waiting Period.
Wakalah Charge	Any charges that You pay to Us for services rendered.
We or Us or Our	Prudential BSN Takaful Berhad.
You or Your	The Covered Person of this Certificate as mentioned in Schedule 1.

1 BRIEF CERTIFICATE DESCRIPTION

This is a yearly renewable family takaful Certificate that provides You with a takaful coverage, subject to renewal as stated in Section 9.10.

Subject to the Schedules and provisions stated in this Certificate Provisions, We will provide the Basic Benefit and You agree to pay the Contribution to Us.

We will take the *Wakalah* Charge from Your Contribution. The remaining amount of Your Contribution will be placed into a *Tabarru`* Fund as *Tabarru`* Deduction.

You are entitled to the Distributable Surplus (if any) from the *Tabarru`* Fund as set out under Section 3.1.

2 CONTRIBUTION

2.1 Payment of Contribution

- 2.1.1 The amount and frequency of the Contribution is shown in Schedule 1. You need to pay the first Contribution amount before the Commencement Date shown in Schedule 1. The subsequent Contribution shown in Schedule 2 shall be paid on each Contribution Due Date until the Last Payment Date shown in Schedule 1.

2.1.2 The prevailing contribution rates at any one time are as determined by Us. The rates vary depending on:

- (a) Your age next birthday at each Certificate Anniversary;
- (b) Your Deductible amount; and
- (c) Your occupation class.

2.1.3 The contribution rates are not guaranteed and We may revise the contribution rates by giving a thirty (30)-day notification to You. The revision to the contribution rates will be effective at the next Certificate Anniversary after the notification. If the next Certificate Anniversary falls within thirty (30) days from the date of Our notification, the revision to the contribution rates will be effective at the following Certificate Anniversary.

2.2 **Non-payment of Contribution**

2.2.1 If You do not pay the Contribution within the grace period of thirty (30) days from the Contribution Due Date, the Certificate will lapse as mentioned in Section 7.

3 **DISTRIBUTABLE SURPLUS**

3.1 **Distributable Surplus from the *Tabarru`* Fund**

3.1.1 We will determine the exact amount of Distributable Surplus annually and the amount is subject to approval by both Our Shariah Committee and Board of Directors. You are, then, entitled to receive fifty percent (50%) of the Distributable Surplus (if any) arising from Your *Tabarru`* Deduction into the *Tabarru`* Fund. The balance fifty percent (50%) of the Distributable Surplus will be given to Us as a performance fee for managing the *Tabarru`* Fund.

3.1.2 If there is a deficit, We will provide an interest free loan (*Qard*) to cover the deficit. We will carry forward this loan to the following financial year and may use any future Distributable Surplus to pay off the interest free loan. We will then pay the remaining balance (if any) according to Section 3.1.1.

4 **BENEFITS**

4.1 While this Certificate is in force, We shall pay the Amount of Benefits in accordance with this Certificate when:

4.1.1 You are entitled to the following benefits:

- (a) Hospital Daily Room & Board Benefit;
- (b) Hospital & Surgical Benefits;
- (c) Outpatient Treatment Benefits;
- (d) Additional Benefits; and

4.1.2 the signs or symptoms of the Disability must have happened more than thirty (30) days of Waiting Period (this Section 4.1.2 does not apply to a Disability caused by an Accident); and

4.1.3 this Certificate is in force at the time when You are Hospitalised or receives treatment as an Outpatient.

4.2 **Payment of Benefit**

In terms of a claim for benefits under this Certificate, We shall pay the relevant benefits set out in the Table of Benefits by reimbursing You the Reasonable and Customary Charges. The Amount of Benefits payable will depend on the Deductible and Annual Limit as mentioned in Sections 4.3.1 and 4.3.2 and the terms and conditions of the Description of Benefits below.

4.3 Benefits Limitations**4.3.1 Deductible**

- (a) Any reimbursement of any eligible benefits under this Certificate is always subject to You having fully paid the Deductible amount, as shown in the Table of Benefits.
- (b) Deductible is a fixed amount that You must first pay regardless of the sum of expenses incurred for Any One Disability.
- (c) We shall pay the eligible benefits less the Deductible amount as shown in the Table of Benefits for Any One Disability.
- (d) You will be eligible for the Deductible amount applicable upon Hospitalisation in Malaysian Government Hospital if the Hospitalisation and Outpatient treatment for such Any One Disability is fully received at Malaysian Government Hospital.
- (e) Deductible applies to Hospital & Surgical Benefits and Outpatient Treatment Benefits (except Day Surgery Benefit). Deductible does not apply to Hospital Daily Room & Board Benefit, Day Surgery Benefit and Additional Benefits.

Reimbursement of eligible expenses and charges incurred for the covered benefits must be Reasonable and Customary Charges and such charges are also consistent with and at the same time as stated in the Malaysian Medical Association (MMA) Fees of Schedule and Private Healthcare Facilities and Services Act (PHFSA) Thirteenth Schedule, or its relevant.

4.3.2 Annual Limit

The Annual Limit, as shown in the Table of Benefits, is the maximum benefit that You are entitled to claim during a Certificate Year for any eligible benefits.

4.4 Description of Benefits**4.4.1 Hospital Daily Room & Board Benefit**

- (a) We shall reimburse Reasonable and Customary Charges incurred for Your room accommodation and meals including charges incurred in a High Dependency Unit (HDU) which are Medically Necessary, while You are continuously Hospitalised for a Disability as an inpatient at the recommendation of the Specialist. The Amount of Benefits We pay shall not be more than, for any one day, the rate of Hospital Daily Room & Board Benefit stated in the Table of Benefits.
- (b) We shall NOT pay You the difference in the rate of Hospital Daily Room & Board Benefit above, if the daily charges We reimburse You under Section 4.4.1(a) above is less than the rate of Hospital Daily Room & Board Benefit stated in the Table of Benefits.
- (c) The total amount that We pay for this Benefit shall not be more than the number of days set out in the Table of Benefits in each Certificate Year.

4.4.2 Intensive Care Unit / Cardiac Care Unit Benefit

- (a) We shall reimburse Reasonable and Customary Charges incurred for Your room accommodation and meals which are Medically Necessary, while You are Hospitalised as an inpatient for a Disability in the Hospital's Intensive Care Unit/ Cardiac Care Unit at the recommendation of the Specialist.
- (b) The amount We pay for this Benefit shall not be more than the number of days set out in the Table of Benefits in each Certificate Year. If the period of Hospitalisation's Intensive Care Unit / Cardiac Care Unit exceeds the number of days set out in the Table of Benefits, You may submit a claim for the additional days under the Hospital Daily Room & Board Benefit.
- (c) We shall not pay any Hospital Daily Room & Board Benefit for the same Hospitalisation period that We are paying the Intensive Care Unit / Cardiac Care Unit Benefit.

4.4.3 In Hospital & Related Services

We shall reimburse the following Reasonable and Customary Charges incurred for Medically Necessary In-Hospital & Related Services Benefit at the recommendation of the Specialist, subject to the terms and conditions of this Certificate:

- (a) **Surgical Benefit**
For Medically Necessary surgery performed by the Specialist for Your Disability, which includes pre-surgical assessment, Specialists' visits and post-surgery care while You are Hospitalised.
 - (b) **Hospital Supplies and Services**
For the following Medically Necessary services which are provided while You are Hospitalised for Your Disability:
 - (i) Prescribed drugs and medicines for use in the Hospital;
 - (ii) Dressings, splints, plaster casts and Your needs as an inpatient;
 - (iii) Diagnostic and/or investigation tests such as electrocardiograms, scans, laboratory tests, and so on;
 - (iv) Ground Ambulance service to/from the Hospital but We will not reimburse this fee if You are not admitted to a Hospital;
 - (v) Intravenous infusions, administration of blood and by-products of blood; or
 - (vi) Other ancillary medical services and supplies, but not private In-Hospital nursing care.
 - (c) **Operating Theatre**
For the use of operating room and equipment incidental to the Medically Necessary surgical procedure.
 - (d) **Anaesthetist Fees**
For Medically Necessary administration of anaesthesia by anaesthetist.
 - (e) **In-Hospital Specialist's Visit**
For Medically Necessary Specialist's visit to Your Hospitalisation, subject to maximum two (2) visits per day.
- 4.4.4 **Pre-Hospitalisation Treatment Benefit**
- (a) We shall reimburse Reasonable and Customary Charges incurred for:
 - (i) **Diagnostic Tests**
The investigation and diagnostic tests, which are Medically Necessary, performed by the Doctor for diagnostic purposes for a Disability which You are subsequently Hospitalised for.
 - (ii) **Consultation and Treatment**
The Medically Necessary consultation and/or treatment provided by the Doctor for a Disability which You are subsequently Hospitalised for. Supplements are specifically excluded.
 - (b) This treatment, consultation, investigation and/or diagnostic test must be consistent with the Disability which You are subsequently Hospitalised for and is carried out within thirty (30) days before Your Hospitalisation.
- 4.4.5 **Post-Hospitalisation Treatment Benefit**
- (a) We shall reimburse Reasonable and Customary Charges incurred for Medically Necessary follow-up treatment on You by the same Surgeon or Doctor.
 - (b) The follow-up treatment must be for the same Disability on You that You were Hospitalised for, and must have been done within ninety (90) days immediately after You have been discharged from Hospital. This includes medicines prescribed during the follow-up treatment but shall not include the supply needed beyond ninety (90) days after Your discharge from the Hospital.
- 4.4.6 **Day Surgery Benefit**
- (a) We will reimburse the Reasonable and Customary Charges incurred for a Medically Necessary Surgery or procedure carried out in a Day Surgery unit at a Hospital or a Specialist clinic where You arrive and return home on the day of the surgery or procedure.
 - (b) Any Day Surgery done for investigative and/or diagnostic purpose not related to treatment for any specified Disabilities will not be covered.

- (c) Please refer to Our website for the list of covered surgeries or procedures that You may undergo as a day treatment, as advised by the Doctor. We may add or remove any surgeries or procedures covered under this Benefit without prior notification.

4.4.7 **Emergency Treatment for Accidental Injury Benefit**

- (a) We shall reimburse Reasonable and Customary Charges incurred for Your Medically Necessary treatment as an Outpatient, for a bodily injury caused by an Accident. The treatment must be received at any registered clinic or Hospital within forty-eight (48) hours of the Accident causing the bodily injury. We shall also reimburse for follow-up treatment by the same Doctor or at the same registered clinic or Hospital if it is for the same bodily injury.
- (b) Treatments shall include, but not limited, to the following:
 - (i) Closed manipulation / reduction of bone fracture or joint dislocation;
 - (ii) Application of Plaster of Paris;
 - (iii) Removal of foreign body from eye / ear / nose / throat;
 - (iv) Toilet and Suture of laceration wound;
 - (v) Dressing of injury wound.
- (c) We shall also reimburse Reasonable and Customary Charges incurred for Your Medically Necessary dental treatment as an Outpatient for the replacement / restoration of sound natural teeth necessary for restoration of function, for a bodily injury caused by an Accident. The consultation must be carried out by a Dentist at any registered dental clinic or Hospital within forty-eight (48) hours of the Accident causing the bodily injury.
- (d) The said dental treatments shall include replacement / restoration of sound natural teeth necessary for restoration of function, which includes:
 - (i) placement of denture;
 - (ii) prosthetic services such as bridges and crowns;
 - (iii) dental implants.However, We shall not be liable to the expenses for the following conditions:
 - (i) dental appliances;
 - (ii) charges for routine check-up;
 - (iii) charges for replacement of dentures or prosthesis which include charges for replacement of congenitally missing teeth or teeth which were lost before the date of the Accident that has caused the said bodily injury, or the Commencement Date, whichever is later;
 - (iv) treatment by someone other than a Dentist.
- (e) Follow-up treatment under this Benefit shall not be more than thirty (30) days from the date of the Accident. The total payments We make for this Benefit shall not be more than the maximum amount of Emergency Treatment for Accidental Injury Benefit shown in the Table of Benefits.
- (f) We may treat any inpatient treatment for bodily injuries caused by an Accident as Outpatient treatment when in Our opinion such inpatient treatment could have been done as an Outpatient treatment. If We do so, We shall only pay the appropriate Outpatient treatment fees under Emergency Treatment for Accidental Injury Benefit, and the limit under this Emergency Treatment for Accidental Injury Benefit will be reduced accordingly.

4.4.8 **Government Hospital Daily Cash Benefit**

- (a) In the event that the You are Hospitalised at a Malaysian Government Hospital, We will pay daily cash allowance as stated in the Table of Benefits for each one (1) day of the Hospitalisation.
- (b) Please refer to Our website for the list of Malaysian Government Hospitals, subject to the definition of Malaysian Government Hospital defined in this Takaful Certificate.

4.4.9 Outpatient Cancer Treatment Benefit

- (a) If You are diagnosed with Cancer (as defined in sub-paragraph (c) below), We will reimburse Reasonable and Customary Charges incurred for the Medically Necessary treatment of the Cancer.
- (b) The Medically Necessary Cancer treatment must be received at the Outpatient department of a Hospital or a legally registered cancer treatment centre for the Cancer. Outpatient follow-up for surveillance or prevention after curative Cancer treatment or when Cancer goes into remission shall not be covered.
- (c) **Cancer** is defined 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 leukaemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (i) All cancers which are histologically classified as any of the following:
 - pre-malignant
 - non-invasive
 - carcinoma in situ
 - having borderline malignancy
 - having malignant potential; or
 - (ii) All tumours of the prostate histologically classified as T1N0M0 (TNM classification); or
 - (iii) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification); or
 - (iv) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification); or
 - (v) Chronic Lymphocytic Leukaemia less than RAI Stage 3; or
 - (vi) All cancers in the presence of HIV; or
 - (vii) Any skin cancer other than malignant melanoma.
- (d) In addition to the exclusion of Pre-Existing Conditions and the Specified Illnesses, this Benefit shall not be payable if You had been diagnosed as a Cancer patient and/or are receiving Cancer treatment prior to the Commencement Date.

4.4.10 Outpatient Kidney Dialysis Treatment Benefit

- (a) If You are diagnosed with Kidney Failure (as defined in sub-paragraph (c) below), We shall reimburse Reasonable and Customary Charges incurred for the Medically Necessary kidney dialysis for Kidney Failure.
- (b) The Medically Necessary kidney dialysis must be received at the Outpatient department of a Hospital or a legally registered dialysis treatment centre for the Kidney Failure.
- (c) **Kidney Failure** means end-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.
- (d) In addition to the exclusion of Pre-Existing Conditions, this Benefit shall not be payable if You have developed chronic renal diseases and/or are receiving dialysis treatment prior to the Commencement Date.

4.5 Worldwide Coverage

You are covered on a twenty four (24)-hour worldwide basis, subject to the following terms:

4.5.1 Overseas Residence

We shall not pay any Benefit if You remain outside of Malaysia for more than ninety (90) days on each trip.

4.5.2 Overseas Treatment

If You choose to have or are referred by the Specialist to have any Medically Necessary treatment outside Malaysia for a Disability, We shall limit the Amount of Benefits payable for that treatment to the Reasonable and Customary Charges for equivalent local treatment in Malaysia.

If You choose to have or are referred by the Specialist to have any Medically Necessary treatment outside Malaysia for a Disability of which the treatment is NOT available in Malaysia, the Amount of Benefits payable will be limited to the Reasonable and Customary Charges for closest comparable medical care and services that are Medically Necessary for the treatment of that Disability, which are available in Malaysia. However, if there is no such comparable medical care and services available in Malaysia, the Amount of Benefits payable will be limited to the Reasonable and Customary Charges for local treatment in Malaysia, which We opine as treatment that can provide You with the highest level of care.

In either case, We shall not cover the cost of transport to the place of treatment.

4.6 Exclusions

4.6.1 You will receive the Basic Benefit provided that Your Hospitalisation or surgery or charges are not directly or indirectly, wholly or partly caused by any one (1) of the following:

- (a) Pre-Existing Condition if such condition was not disclosed to Us.
- (b) Specified Illnesses.
- (c) Any medical or physical conditions occurring within the first thirty (30) days of Waiting Period, except for accidental injuries.
- (d) Any insect bite including mosquito bites and worm infestation during the first thirty (30) days of Waiting Period.
- (e) Elective cosmetic or plastic surgery (except re-constructive surgery necessary to restore function), hyperhidrosis, circumcision, eye examination for nearsightedness, farsightedness or astigmatism, visual aids and refraction or surgical correction of nearsightedness (Radial Keratotomy) and the use or acquisition of external prosthetic appliances or medical devices such as but not limited to artificial limbs, all forms of hearing aids, cochlear apparatus, external or implanted pacemakers, automatic implanted cardioverter defibrillator and prescriptions thereof.
- (f) Dental conditions including dental treatment or oral surgery except as necessitated by accidental injuries to sound natural teeth occurring while the Certificate is in force.
- (g) Experimental treatment, including medication and/or unconventional medical technology/procedure, which have not been proven to be effective, based on established medical practice, and which has not been approved by a recognized body in Malaysia.
- (h) Private nursing, rest cures or sanatoria care.
- (i) Drug abuse, addictive disorders from any kind of substance or alcohol use or misuse, under influence of alcohol, 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.
- (j) Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
- (k) Treatments or procedures relating to pregnancy or childbirth and its complications, pregnancy, current and previous pregnancies (and related complications), child birth (including surgical delivery and any surgical or non-surgical procedure of the female reproductive system during surgical delivery), miscarriage, abortion (including any abortion performed due to psychological or social reasons, and any consequences of any of these procedures) and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control, treatment pertaining to infertility as well as erectile dysfunction and tests or treatment related to impotence or sterilisation.
- (l) Primarily for investigatory purposes, diagnosis, X-ray examination, stem cell therapy, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not deemed Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain or bariatric surgery.
- (m) Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
- (n) War or any act of war, declared or undeclared, criminal or terrorist activities, act of foreign

- enemies, active duty in any armed forces, direct participation in strikes, riots, civil commotion, insurrection, revolution or any war-like operations.
- (o) Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
 - (p) Expenses incurred for Your donation of any body organ and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
 - (q) Investigation and treatment of sleep apnoea 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, hyperbaric oxygen therapy, herbalist treatment, massage or aroma therapy or other alternative treatment.
 - (r) Care or treatment for which payment is not required or to the extent which is payable by any other insurance/takaful or indemnity, covering You and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance/Takaful Contract.
 - (s) Psychiatric, mental or nervous disorders and those due to senile disorders (including any neuroses and their physiological or psychosomatic manifestations).
 - (t) 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.
 - (u) Participating in 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.
 - (v) Private flying other than as a fare-paying passenger, in any commercial scheduled airlines licensed to carry passengers over established routes.
 - (w) Expenses incurred for sex changes or gender transformation.
 - (x) Care or treatment that does not lead to a recovery, conservation of Your condition or restoration to Your previous state of health.

4.7 Conditions

- 4.7.1 You must give Us immediate notice of any change in Your job, hobbies or sporting activities. When We receive this, We may change the terms, conditions, contributions, *Tabarru`* and benefits of this Certificate.
- 4.7.2 Notification of a claim must be given to Us within thirty (30) days of Your admission date to a Hospital. Failure to give notice within such time shall not invalidate the claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.
- 4.7.3 Proof of the Hospitalisation or treatment as an Outpatient must be given to Us within ninety (90) days after discharge from the Hospital or from the day You receive any Outpatient treatment. We require the original bills and receipts in respect of the charges and fees incurred.
- 4.7.4 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.
- 4.7.5 You shall co-operate fully with Us by empowering Us to obtain relevant information from any Doctor, Hospital or other source for Us to expedite the processing of the claims.
- 4.7.6 If the period of any of the covered benefits carries over into the next Certificate Year, the benefits payable shall be apportioned based on the actual itemised expenses made for each day. If We do not have a daily breakdown of these expenses, the expenses shall be apportioned as a percentage of the actual days of Hospitalisation in each Certificate Year.

- 4.7.7 If the You suffer a Disability as a result of another party's actions or inactions, and We incur a loss under the Certificate, then You agree to:
- (a) authorise Us to sue in Your name to seek recovery of the loss, and other remedies; and
 - (b) provide Us with all necessary assistance in performing the above.
- We shall pay for all expenses incurred in the recovery of the loss.
- 4.7.8 You shall not take any legal action within sixty (60) days from the date We receive Your letter informing Us of a claim under this Certificate. You shall give Us all the necessary requirements for the claim within one (1) calendar year from the date We received Your letter. We shall not process the claim if any of the necessary requirements is received after one (1) calendar year.
- 4.7.9 We will not provide any compensation, other than on a proportionate basis if You:
- (a) have any other medical Insurance Policy or Takaful Certificate of a reimbursable nature in force at the time of the Hospitalisation;
 - (b) are receiving compensation due under any government law in respect of injury or illness for which Hospitalisation is required; or
 - (c) have any benefit from Your employment that pays for the cost of the Hospitalisation and treatments.
- 4.7.10 We may change the terms and conditions of this Certificate by giving You thirty (30) days' written notice. Such changes shall take effect from the next Certificate Anniversary.

5 YOUR OPTIONS

- 5.1 While the Certificate is in force, subject to You getting Our approval by filling in the relevant application form, You may change the initial instruction such as Your smoking status as defined in Schedule 1. These changes may result in Your Contribution to change.
- 5.2 **Surrender**
- 5.2.1 You may surrender Your Certificate at any time that You wish.
- 5.2.2 If You choose to surrender Your Certificate after the Free Look Period, there will be no amount payable to You. Your protection will continue until next Certificate Anniversary following Your notification of surrender.

6 TABARRU` DEDUCTION AND CHARGES

- 6.1 **Wakalah Charge**
- 6.1.1 We will deduct *Wakalah* Charge from each Contribution received. The percentage of amount deducted for *Wakalah* Charge, which will be applied on the Contribution, is stated in Schedule 2.
- 6.2 **Processing Charge**
- 6.2.1 A processing charge may be required if We allow You to exercise any of Your option contained in this Certificate.
- 6.3 **Tabarru` Deduction**
- 6.3.1 We will deduct *Tabarru`* Deduction for the Basic Benefit and place it into the *Tabarru`* Fund. The amount of *Tabarru`* Deduction is stated in Schedule 2.
- 6.4 The *Tabarru`* Deduction and charges are not guaranteed. We may revise the *Tabarru`* Deduction and charges by giving a thirty(30)-day notification to You. The revision to the *Tabarru`* Deduction and charges will be effective at the next Certificate Anniversary after the notification date. If the next Certificate Anniversary date falls within thirty (30) days from the date of Our notification, the revision to the *Tabarru`* Deduction and charges will be effective at the following Certificate Anniversary date.

7 LAPSE

- 7.1 Should You fail to pay the Contribution within the grace period of thirty (30) days from the Contribution Due Date, the Certificate will lapse and no longer be in force.

8 REVIVAL

- 8.1 No revival is allowed upon lapse of the Certificate.

9 GENERAL**9.1 Incontestability and Misrepresentation**

- 9.1.1 Other than the exclusions set out in Section 4, Section 9.1.2 or any other provisions set out in this Certificate, the validity of Your Certificate will be indisputable after it has been in force for more than two (2) years from the Commencement Date.
- 9.1.2 If this Certificate has been in force for a period of more than two (2) years from the Commencement Date, it will not be avoided by Us based on the statement(s) made or which has not been made;
- (a) in the proposal stage; or
 - (b) in a report of a doctor referee, or any other person; or
 - (c) in a document leading to the issue of this Certificate
- that is inaccurate or false or misleading. However, Your Certificate may be avoided if We are able to show that the statement was on a material matter or You have suppressed a Material Fact (set out in Section 9.1.3) and that it was dishonestly made or suppressed by You.
- 9.1.3 For clarification purpose, "Material Fact" means a matter of fact which, if known by Us, would have led to Our refusal to issue this Certificate or would have led to a Certificate to be issued with different terms and conditions.
- 9.1.4 In the event of a misrepresentation where Your Certificate has been in force for a period of two (2) years or less, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:
- (a) Your Certificate being avoided and all claims refused; or
 - (b) a variation of terms of this Certificate; or
 - (c) a change in Your contribution amount; or
 - (d) any other options that are appropriate based on the misrepresentation.

9.2 Free Look Period

- 9.2.1 You may request to cancel Your Certificate within fifteen (15) days from the Commencement Date. Likewise, to protect or advance the interests of You and Our other customers fairly, We may cancel Your Certificate within fifteen (15) days from the Commencement Date.
- 9.2.2 In such an event and after the refund of Contribution as shown in Schedule 1, We will cancel this Certificate.

9.3 Notifications

- 9.3.1 All notifications from Us will be in writing and will either be mailed electronically to You or be made available in PruBSN Touch. We may give You notice by text message or any other method, if We feel the circumstances are appropriate. If notice is sent by e-mail, text message or any other method, it shall be treated as a written notice and served on the next business day after sending.
- 9.3.2 Likewise, all notifications shall be sufficiently served to Us in writing. They shall only be treated as served if personally delivered, or sent by registered post addressed to Our Head Office in Kuala Lumpur, or they are sent to Us in the form We decide, and We actually received them. You must quote the Certificate Number shown in Schedule 1 in any notices and/or claims for them to be valid.
- 9.3.3 For general notification concerning all participants, it will be considered sufficient if it is communicated through advertisement in two (2) major newspapers or through Our website.

9.4 Notification of Confirmation

9.4.1 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 complain to Us about it within fourteen (14) days from the date of the notification of confirmation.

9.5 Taxes

9.5.1 In the event that any tax is made payable under the laws of Malaysia, We will be entitled to collect from You an amount equal to the tax payable at the prevailing rate on the applicable portion of Your Certificate.

9.5.2 Your obligation to pay tax will form part of the terms and conditions of Your Certificate.

9.6 Claim

9.6.1 Before We pay any claim under this Certificate, We may request the delivery to Us of any additional document(s) to process and approve the claim.

9.7 Basis of this Certificate and Reservation of Rights

9.7.1 We provide the benefits under this Certificate once the relevant contributions are paid.

9.7.2 All statements and information that You have provided must be true and accurate. Any misstatement, misrepresentation or suppression of information will be treated in the manner as set out in Section 9.1.

9.7.3 To protect or advance the interests of You and Our other customers fairly, We may cancel the Certificate if the event under Section 9.7.2 occurs.

9.8 Termination

9.8.1 This Certificate will end automatically:

(a) on the next Certificate Anniversary date following Your notification of surrender; or

(b) when the Certificate is lapsed; or

(c) on the day immediately after the Expiry Date shown in Schedule 1; or

(d) when You die; or

(e) on the next Certificate Anniversary following the notice on Portfolio Withdrawal Condition; whichever happens first.

9.8.2 If We terminate this Certificate, it will not affect any claim that has occurred before the termination of this Certificate.

9.8.3 All the *Wakalah* Charges paid which form part of the contribution due will not be refunded upon termination.

9.9 Changes to the Certificate

9.9.1 We may change any Section(s) in the Certificate, which may be required because of any law, regulation, rule or policy imposed by any relevant authority in Malaysia.

9.9.2 We may change any term(s) in the Certificate which would not have any impact to Your rights and benefits under the Certificate. Notice of the change will be given to You by way of general notification.

9.10 Renewal of Certificate

9.10.1 Upon renewal, We may modify the terms and conditions of this Certificate including the contribution payable, or specifically exclude the condition or disability which gave rise to a previous claim by giving You a thirty(30)-day notification before the Certificate Anniversary.

9.10.2 Otherwise, this Certificate will be renewed annually at each Certificate Anniversary so long the Contribution is paid by You in accordance to Section 2 and subject to Portfolio Withdrawal Condition as stated in Section 9.11.

9.11 Portfolio Withdrawal Condition

9.11.1 To protect or advance the interests of You and Our other customers fairly, We may cancel the portfolio as a whole if We decide to discontinue to underwrite this plan.

- 9.11.2 In doing so, We will stop renewing any Certificate due for renewal upon Certificate Anniversary and stop accepting any new Certificate.
- 9.11.3 We will inform You of Our intention by giving a thirty (30) day notification to You. Your Certificate will continue to be in force until the Certificate Anniversary after such notification.

****END OF DOCUMENT****