



**SUN LIFE MALAYSIA TAKAFUL BERHAD**

**CONTRACT DOCUMENT**

**Sun eMediCare Income-i**

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## **ANNEXURE EMI001**

### **Introduction**

### **The aims**

This takaful plan aims to provide takaful coverage to you or the person covered in line with the principles below and is dealt in line with the conditions shown in this plan.

### **The basic principles**

- First** We will manage this takaful plan in line with wakalah contract and other applicable Shariah principles.
- Second** You must agree to us collecting contributions. You agree to appoint Sun Life Malaysia Takaful Berhad to manage this takaful plan on your behalf. In return, You allow us to deduct certain amount as Wakalah Fee.
- Third** Our Shariah committee will ensure that our operations comply with Shariah at all times. You agree that the contribution paid after deduction of wakalah fees shall be allocated as tabarru' (voluntary contribution) into the participants' tabarru' fund for takaful coverage and for mutual assistance to other participants in times of misfortune.

## ANNEXURE EMI002

### General conditions

#### 1. Definition

1.1 In this contract, the following words and phrases have meanings given next to them:

- (a) **Accident** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of any other cause, be the sole cause of bodily injury.
- (b) **Any one disability** means all of the periods of disability arising from the same cause including any and all complications there from except that if the person covered completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the disability for at least 90 days following the latest date of discharge. Subsequent disability from the same cause will be considered as though it were a new disability.
- (c) **Cancer** means the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue for which major interventionist treatment or surgery (excluding endoscopic procedures alone) is considered necessary.
- (d) **Commencement date** means the commencement date as stated in the contract schedule and is the date on which the takaful coverage pursuant to this contract begins.
- (e) **Congenital conditions** mean any medical or physical abnormalities exist at the time of birth as well as neo-natal physical abnormalities developing within 6 months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the contract holder was continuously covered under this contract.
- (f) **Contract anniversary** means the first and each subsequent anniversary of the contract beginning from the contract commencement date.
- (g) **Contract holder or person covered** means the person who owns this contract and therefore can exercise all rights, privileges and options available and the person who we provide takaful coverage under this contract as named in the contract schedule.
- (h) **Contract monthly anniversary** means the monthly date that corresponds numerically to the day of the commencement date; in the event there is no date in a subsequent month that corresponds numerically to the day in the commencement date, the monthly anniversary will be the last day of the month.
- (i) **Contract schedule** means the schedule that contains the details of the contract holder, person covered, benefits, contribution and contract term attached to this contract document.
- (j) **Contribution** means the contribution amount as shown in the contract schedule. The contribution is due on the date shown in the contract schedule or in any future endorsement.
- (k) **Disability** means a sickness, disease, illness or the entire injury arising out of a single or continuous series of causes.

- (l) **Doctor or physician or surgeon** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the person covered himself.
- (m) **End date** means the date this contract ends as shown in the contract schedule or in any future endorsement which changes the end date.
- (n) **Endorsement** means written evidence of any amendment, variation or change made to this contract and contract schedule.
- (o) **Hospital** means only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed patients, and which:
- (i) has facilities for diagnosis and major surgery;
  - (ii) provides 24 hours a day nursing services by registered and graduate nurses;
  - (iii) is under the supervision of a physician; and
  - (iv) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
- (p) **Hospitalisation** shall mean admission to a hospital as a registered in-patient for medically necessary treatments for a covered disability upon the recommendation of a doctor (physician or surgeon). A patient will not be considered as an in-patient if the patient does not physically stay in the hospital for the whole period of confinement. Hospitalisation shall be evidenced by a daily room or room and board charge by the hospital.
- (q) **Intensive Care Unit (ICU)** means a section within a hospital which is designated as an intensive care unit by the hospital, and which is maintained on a 24 hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the hospital.
- (r) **Issue date** means the issue date stated in the contract schedule.
- (s) **Medically necessary** shall mean a medical service which is:
- (i) consistent with the diagnosis and customary medical treatment for a covered disability;
  - (ii) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
  - (iii) not for the convenience of the person covered or the physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient);
  - (iv) not of an experimental, investigational or research nature, preventive or screening nature; or
  - (v) for which the charges are fair and reasonable and customary for the disability.

- (t) **Nominee** means one or more person(s) you have chosen under clause 23 and named in the nomination form or in any future endorsement as nominee.
- (u) **Operator fund** means the fund managed by us in which the wakalah fee paid for this contract will be used to pay all management expenses and commissions (where applicable).
- (v) **Participants' tabarru' fund** means the holding fund into which tabarru' deduction will be credited into, in line with the terms and conditions shown here.
- (w) **Pre-existing conditions** means any injury, illness, condition or symptom that existed during the 12 months prior to the contract commencement date or last reinstatement date, whichever is later, for which:
- (i) treatment, medication, advice or diagnosis has been sought or received;
  - (ii) an ordinary and prudent person with such injury, illness, condition or symptom would have sought advice or treatment in connection with his/her health; or
  - (iii) you and/or the person covered knew existed, whether or not treatment, medication, advice or diagnosis was sought or received.
- (x) **Qard** means an interest-free loan we provide in the event of a deficit in the participants' tabarru' fund.
- (y) **Shariah** means Islamic laws. In the context of this contract, Shariah will refer to the Islamic laws as interpreted by the Shariah committee.
- (z) **Shariah committee** means the committee constituted by us to advice on the operation of our takaful business in order to ensure compliance with the Shariah.
- (aa) **Sickness, disease or illness** means a physical condition marked by a pathological deviation from the normal healthy state.
- (bb) **Specified illnesses** means the following disabilities and their related complications, occurring within the first 120 days from the contract commencement date or last reinstatement date, whichever is later;
- (i) Hypertension, diabetes mellitus or cardiovascular disease;
  - (ii) All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;
  - (iii) All ear, nose (including sinuses) and throat conditions excluding flu and sore-throat;
  - (iv) Hernias, haemorrhoids, fistulae, hydrocele or varicocele;
  - (v) Endometriosis including disease of the female reproductive system; and
  - (vi) Vertebro-spinal disorders (including disc) and knee conditions.

(cc) **Specified infectious diseases** means:

- (i) **Avian Influenza** means an acute infectious disease caused by the Avian Influenza A virus (H5N1 or H7N9 strains) and transmitted to humans by direct or close contact with infected poultry;
- (ii) **Chikungunya Fever** means an acute infectious disease caused by the Chikungunya virus and transmitted to humans by the Aedes mosquito;
- (iii) **Dengue Fever** means an acute infectious disease caused by the Dengue virus and transmitted to humans by the Aedes mosquito;
- (iv) **Japanese Encephalitis** means an acute infectious disease caused by the Japanese encephalitis virus and transmitted to humans by the Culex mosquito;
- (v) **Malaria** means an acute infectious disease caused by the Plasmodium parasitic protozoan and transmitted to humans by the Anopheles mosquito; and
- (vi) **Zika or Zika Virus Infection** means an acute infectious disease caused by the Zika virus and transmitted to humans by the Aedes mosquito.

Any claims due to infectious disease must be confirmed by a registered medical doctor and supported by the following diagnostic tests (or equivalent tests) as conclusive proof of infection:

- Avian Influenza - Avian Influenza PCR specific to H5N1 or H7N9 Avian Influenza strains
- Chikungunya Fever - Chikungunya IgM Antibody / Chikungunya PCR test
- Dengue Fever - Dengue IgM Antibody / Dengue PCR test
- Japanese Encephalitis - Japanese encephalitis IgM Antibody test
- Malaria - Malaria parasite test
- Zika Virus Infection - Zika virus PCR test

(dd) **Sum covered** means the amount of coverage for benefit under this contract as shown in the contract schedule or in any future endorsement which changes the sum covered.

(ee) **Tabarru'** means voluntary contribution amount deducted from your contribution for the takaful coverage.

(ff) **Wakalah** means agency contract where the party, as principal (Muwakkil) authorizes another party as his agent (Wakil) to perform a particular task on matters that may be delegated. Under this takaful plan, You appoint Sun Life Malaysia Takaful Berhad to manage takaful fund based on Wakalah contract.

(gg) **Wakalah fees** mean the amount to be charged from your contribution in return of wakalah contract for us to cover the expenses of administration and commission (where applicable).

(hh) **We, us or our** means Sun Life Malaysia Takaful Berhad.

(ii) **You or your** means the contract holder as shown in the contract schedule.

## **2. Interpretation**

2.1 In this contract, unless the context requires:

- (a) the headings in this contract are inserted for convenience only and will not affect its construction.
- (b) the singular words will include the plural and vice-versa.
- (c) the words that refer to a gender will include every gender.

2.2 If any provisions in this contract are not valid or cannot be enforced under Malaysian Law, it will not affect the legality, validity and enforceability of the remainder of these provisions.

## **3. The contract**

3.1 This contract is issued in consideration of the payment of contribution as shown in the contract schedule and pursuant to:

- (a) the answers given by you and/or the person covered in your application or any subsequent questionnaires given by us on any matters relating to your application and any disclosures made by you and/or the person covered between the time of your application and the time this contract is entered into; and
- (b) medical reports and any other reports and questionnaires;  
  
(collectively referred to as 'the material information')

and such material information will form part of this contract between us and you. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

3.2 If you and/or the person covered are required by us, before the contract is varied, to answer any questions or if you and/or the person covered are required to confirm or amend any matter previously disclosed by you and/or the person covered to us in relation to this contract, it is you and/or the person covered duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

3.3 You and/or the person covered must inform us of any change to the information given to us by you and/or the person covered's answers or in respect of any matter previously disclosed to us in relation to the contract if such changes had taken place after you and/or the person covered have submitted the application for variation but before the contract is varied.

## **4. Free look period**

4.1 If you decide not to take up this contract for whatever reason after it has been issued, you may cancel the contract by giving us written notice within 15 days from the delivery date of this contract.

4.2 We will refund any contribution paid.

## **5. Misstatement of age and/or gender**

- 5.1 This contract is issued for the age and gender of the person covered as shown in the contract schedule, based on the date of birth and gender declared in the application. We will need proof of the person covered's age and gender before we pay any benefits.
- 5.2 If the age and/or gender of the person covered has been misstated, we will make one of the following adjustment:
- (a) If the contribution based on the correct age and/or gender of the person covered is higher than the contribution paid, then we shall prorate the benefits payable based on the ratio of the actual contribution paid to the correct contribution which should have been paid for the person covered's correct age and/or gender. The end date stated in the contract schedule shall be adjusted based on the correct age (if applicable); or
  - (b) If the contribution based on the correct age and/or gender of the person covered is lower than the contribution paid, then we will refund the difference in wakalah fee and tabarru' from the operator fund and the participants' tabarru' fund. The end date stated in the contract schedule shall be adjusted based on the correct age (if applicable).

## **6. Waiting period**

- 6.1 There is a waiting period for this plan as defined below:
- (a) the waiting period will be 30 days from the contract commencement date or last reinstatement date, whichever is later for all illnesses and specified infectious diseases.
  - (b) the waiting period will be the first 120 days from the contract commencement date or last reinstatement date, whichever is later for specified illnesses.
- 6.2 No benefit shall be payable in the event the person covered is diagnosed with the covered illness or had signs and symptoms of any of the covered illness within the waiting period as defined.

## **7. Incontestability clause**

- 7.1 If the contract is no longer valid, for reasons other than fraud, we will refund the contributions paid from the commencement date.
- 7.2 We will not be able to challenge this contract after it has been in force for 2 years from the issue date, unless there is evidence of fraud or you have not paid the contributions. If this contract had come to an end as a result of you not paying the contributions and we had reinstated it under clause 20, clause 20 would then apply.

## **8. Ability to travel and any restrictions on where you and/or the person covered lives**

- 8.1 This contract does not restrict you and/or the person covered from travelling and is not affected by where you and/or the person covered lives.
- 8.2 However, no benefit shall be payable to the person covered outside Malaysia, if the person covered resides or travels outside Malaysia for more than 90 consecutive days.

## **9. Change of contract**

- 9.1 We reserve the right to amend the terms and provisions of this contract in order to comply with Malaysian Law and regulations. We will provide at least 30 days prior written notice by ordinary post to your last known address in our records or other alternative modes of communication.
- 9.2 Your request for any alteration or endorsement to this contract will not be valid unless authorised by us and such approval is endorsed on this contract.

## **10. Rights and using amounts owed**

- 10.1 We have the first right to any amount due under this contract.
- 10.2 We can offset any amount we owe you (for example: benefits) under the contract with any amount you owe us (for example: contribution) under this contract.
- 10.3 Upon the distribution of surplus (if any), investment profit (if any) and/or the maturity of contract (if any), any amount payable which is equal to or less than RM10 per contract holder on each financial year will be credited to your latest bank account in our records. If you do not provide us with your bank account information, the amount will be donated to charitable organisations as approved by our Shariah committee.

## **11. Contract surrender**

- 11.1 You may, at any time during lifetime of the person covered and while this contract is in force, surrender this contract by giving us written notice. All benefits and rights under this contract will end upon the next contribution due date after receiving the notice.
- 11.2 As this contract does not have any cash value, we will not pay any cash value or pro-rated contribution upon surrender of this contract.
- 11.3 Clause 4 would apply if you surrender the contract within the free look period.

## **12. Contract termination**

- 12.1 The coverage of the person covered will terminate in the following circumstances:
- (a) Upon death of the person covered;
  - (b) Upon cancellation of the contract;
  - (c) Upon surrender of the contract;
  - (d) Upon lapsation of the contract;
  - (e) On the end date as shown in the contract schedule; or
  - (f) On the contract anniversary immediately after the person covered's 70th birthday.

### **13. Renewability**

- 13.1 The contract will be renewed yearly subject to the contribution payment within the grace period and the terms and conditions in this contract.
- 13.2 No renewal documents will be issued upon renewal. This contract and the contract schedule shall continue to be applicable.

### **14. Laws**

- 14.1 This contract and our responsibilities under this contract are governed by the laws, rules, regulations and principles of Shariah currently in force in Malaysia. The laws, rules and regulations will include but are not limited to any circulars, directives or guidelines.
- 14.2 If there is a difference between the conditions of this contract and any law, rule or regulation, the law, rule or regulation will apply.
- 14.3 This contract will be governed by the laws of Malaysia. Any dispute will be dealt with by the courts of Malaysia.

### **15. Tax**

- 15.1 All taxes, including without limitation any goods and services tax, and/or other forms of sales or consumption tax, whether currently in force or implemented after the date of this contract will be charged in accordance with the applicable legislation at the prevailing rate. Where necessary, we will amend the terms of this contract to take into account any such tax.

### **16. Contribution payment and grace period**

- 16.1 **Payment of contributions**  
All contributions are payable on or before the due date (as shown in the contract schedule or in any future endorsement changing the due date) directly to us.
- 16.2 **Contribution rates**  
The contribution rate is not guaranteed and may be revised from time to time. 30 days written notice in advance will be given to you and the contribution revision will be applicable from next contract anniversary. As a result of any change of contribution, the wakalah fee amount will change accordingly.
- 16.3 **Change of contribution payment frequency**  
Subject to our approval, you may change the frequency of contribution payments by giving us written notice before the expiry of the grace period.
- 16.4 **Grace period**  
If you do not pay the contribution on or before its' due date, we will allow a grace period of 30 days from the contribution due date for the payment of any contributions. This contract will remain in force during such period. This contract will lapse or cease to be in force after the grace period.
- 16.5 **Claim**  
If we have approved a claim under this contract, and the claim of the person covered happens during the grace period, we will deduct any amount you owe us and contributions payable up to the date of the event from the benefit payable.

## **17. Wakalah**

- 17.1 We will deduct the wakalah fee from the contributions payable for this contract. This will be a percentage (%) of contributions as prescribed in the schedule of wakalah fees.
- 17.2 We reserve the right to revise this percentage from time to time by notifying in writing to you at least 30 days' in advance. The revision shall take effect on the next contract anniversary after the notice period.
- 17.3 If there are any circumstances that would be deemed as mismanagement and negligence by us, we will take all actions necessary to correct and rectify such circumstances including revising the relevant procedures and if required, to refund any amount due to participants.
- 17.4 In the event of dissolution of the contract due to cancellation within the free look period, surrender of contract or termination of contract, a refund of the whole or a part of the wakalah fee, if any, would form part of the amount payable.

## **18. Participants' tabarru' fund**

- 18.1 The tabarru', which is the contribution payable less the wakalah fee, will be allocated into the participants' tabarru' fund, which is the holding fund from which we pay all takaful benefits prescribed under this contract. The participants' tabarru' fund is collectively owned by the pool of takaful participants.
- 18.2 The takaful coverage will take into effect when there is contribution into the participants' tabarru' fund.
- 18.3 The tabarru' amount is not guaranteed and may be revised from time to time by notifying in writing to you at least 90 days in advance. The revision shall take effect on the next contract anniversary after the notice period.
- 18.4 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah. The investment profit (if any) shall be part of surplus sharing calculation and distribution (if any).
- 18.5 We will pay all costs, expenses and charges for maintaining and investing the assets of the participants' tabarru' fund and any other direct claims related expenses from the participants' tabarru' fund.
- 18.6 Any distributable surplus arising from the participants' tabarru' fund after Qard repayment (if any), at the end of financial year end, will be distributed annually and shared out as follow:
  - (a) 50% to us; and
  - (b) 50% to you (if eligible).
- 18.7 You are entitled to the distributable surplus, if any, provided that the contract does not lapse and is not surrendered prior to the financial year end. If you are entitled to the distributable surplus but this contract is terminated under clause 12 of this annexure as at the surplus distribution date, clause 10 of this annexure would then apply.
- 18.8 If there is insufficient fund in the participants' tabarru' fund to pay the takaful benefits, we will arrange for a Qard (interest-free loan) from operator fund to cover the shortfall. The Qard will have to be repaid when participants' tabarru' fund returns to surplus position.

## **19. Cash value**

19.1 This contract does not have any cash value.

## **20. Reinstatement of contract**

20.1 If this contract lapses, you may apply to reinstate it within 12 months from the contract lapse date, subject to the following requirements:

- (a) completion and submission of the duly signed reinstatement form;
- (b) the person covered truthfully declare all facts in the reinstatement form;
- (c) the person covered provide all the information (if any) we have asked for;
- (d) the person covered pay all overdue contributions as determined by us; and
- (e) any other terms and conditions which we may apply after our underwriting assessment and the said terms and conditions are agreed by you at the time of the application.

20.2 In the event you have cancelled or surrendered the contract, the reinstatement shall not be applicable.

20.3 If we discover that any information is incorrect or withheld, we will set aside (effectively end) the reinstated contract. We can only do this in the first 2 years of reinstating the contract, unless we are able to prove fraud or, if you fail to pay the contributions.

20.4 If we do set aside this reinstated contract (for reasons other than fraud), we will refund the total contribution paid from the last date of reinstatement.

20.5 We will not provide the takaful coverage under this contract for the period between the date this contract has lapsed and the date we approve the reinstatement.

## **21. Ownership**

21.1 You are the legal owner of this contract.

21.2 You may use all the rights and options that this contract provides (depending on the rights of any nominee or person this contract is legally transferred to).

## **22. Nominee**

22.1 The contract holder, who has attained the age of 16 years, may nominate a person to receive the takaful benefits (if any) payable upon his death under the takaful contract either as an executor, or as a beneficiary under a conditional hibah. Nomination may be made at the time of application of the contract or at any time after the contract has been issued.

22.2 The nominee named in the nomination form or any future amendments you make, will receive the takaful benefits (if any) in accordance with the Islamic Financial Services Act 2013. You may revoke or change the nominee at any time by giving us written notice. The written notice must be received and registered by us during the person covered's lifetime. The revocation and change of nominee will take effect from the date we receive the written notice.

**23. Change in risk**

23.1 You or the person covered shall give us immediate notice in writing if there is any material change in the occupation, business, duties or pursuits of the person covered.

**24. Alterations**

24.1 We reserve the right to amend the terms and provisions of this contract by giving 30 days' prior notice in writing by ordinary post to your last known address in our records or other alternative modes of communication, and such amendment will be applicable from the next renewal of this contract. No alteration to this contract shall be valid unless authorised by us and such approval is endorsed thereon.

**25. Currency of payment**

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

**26. Notice of claim**

26.1 You or your legal representative must give written notice of claim to our head office within 30 days from the date the covered event happens.

**27. Proof of claim**

27.1 Satisfactory proof of claim must be given to us within 30 days from the date of giving us notice of claim, at the expense of you or your legal representative.

27.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.

27.3 We have the right to request that the person covered undergoes medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the claim.

**28. United States Foreign Account Tax Compliance Act (FATCA)**

28.1 Not applicable

## ANNEXURE EMI003

### General exclusions and limitation

#### 1. Application of exclusions

- 1.1 These exclusions in respect of the person covered apply only if the benefit conditions make reference to this annexure.

#### 2. Hospitalisation exclusions:

- 2.1 No benefit shall be payable if the hospitalisation of the person covered is resulted directly or indirectly from, or as a result of the following:

- (a) Suicide, attempted suicide or self-inflicted injury/harm irrespective of the person covered's mental state, willful or negligent exposure to unnecessary risks or perils;
- (b) Being under the influence of drugs or any narcotic or due to intoxication by liquor and/or illicit substance;
- (c) Criminal act, involvement in a breach of law (unless as an innocent party) or membership of an illegal organisation;
- (d) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- (e) Participation in any hazardous sport or pastime or activities, including but not limited to aerial activity, bungee jumping, rock climbing or mountaineering, underwater activities, racing of any type other than on foot;
- (f) While engaging in professional sport activities of any kind;
- (g) Exposure from any radiation material from any source;
- (h) Disease(s) resulting from Acquired Immuno-deficiency Syndrome (AIDS), AIDS-related complex or infection by Human Immunodeficiency Virus (HIV);
- (i) Childbirth, pregnancy and related complications thereof;
- (j) Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions;
- (k) Any pre-existing conditions;
- (l) Any medical or physical conditions arising within the waiting period, except for hospitalisation due to accident;
- (m) Specified illnesses occurring within the first 120 days from the contract commencement date or last reinstatement date, whichever is later;
- (n) Dental conditions including dental treatment or oral surgery except as necessitated by accidental injuries to sound natural teeth occurring wholly during the contract year;

- (o) 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;
- (p) 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 aroma therapy or other alternative treatment;
- (q) 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;
- (r) Private nursing, rest cures or sanatoria care, sterilisation, venereal disease and its sequelae, and any communicable diseases required quarantine by law;
- (s) Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations);
- (t) Hospitalisation for sex change procedures;
- (u) Hospitalisation for donation of any body organ by a person covered; or
- (v) Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.

**3. Specified infectious diseases exclusions:**

- 3.1 No benefit shall be applicable or payable if the hospitalisation of the person covered incurred directly or indirectly, wholly or partly, by any of the following occurrence:
- (a) The covered event occurring within 30 days from the contract commencement date or last reinstatement date, whichever is later;
  - (b) Any other causes other than Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection; or
  - (c) Any pre-existing conditions.

## **ANNEXURE EMI004**

### **Benefit conditions - Daily hospital income benefit**

#### **1. Daily hospital income benefit**

- 1.1 Subject to the general conditions, while the contract is in force, upon receiving satisfactory proof of the person covered's hospitalisation (as defined) directly due to illnesses or accidental causes and upon the approval of claim, we will pay the amount up to a maximum period as specified in the contract schedule from the participants' tabarru' fund.
- 1.2 We will deduct any amount the contract holder owes us.
- 1.3 This benefit shall be payable provided:
  - (a) the minimum admission period for hospital confinement is 6 hours; and
  - (b) the hospitalisation is medically necessary.
- 1.4 The daily hospital income benefit is payable up to a maximum of 180 days of hospitalisation per contract year, less any indebtedness and the benefits payable are subjected to combined limit of 180 days of hospitalisation per contract year.
- 1.5 Per day of hospitalisation shall be based on the charging day adopted by the hospital concerned. If the person covered is admitted to two or more hospitals in a calendar day, we, upon approval shall pay only one daily hospital income benefit for each calendar day of hospitalisation.
- 1.6 No other daily hospital income benefit shall be payable for the same hospitalisation where the daily hospital income benefit is payable under annexure EMI005, EMI006 or EMI007. In the event that two or more claims are made under this contract, we shall only pay one claim, whichever is higher.
- 1.7 The benefit is non-cumulative and will be reinstated at each contract anniversary, subject to the terms and conditions of this contract.

#### **2. Exclusions**

- 2.1 The exclusions apply under this benefit will make reference to annexure EMI003.

#### **3. Claim procedure**

- 3.1 The contract holder or his legal representative shall send us a written notice of his intention to claim the daily hospital income benefit within 30 days after the date of such hospitalisation.
- 3.2 We will also need all the relevant documents and information to assess claim as soon as possible.
- 3.3 As part of giving us proof, we may need the person covered to be examined by our medical examiner(s). We will inform the person covered if this is needed and bear the costs of the medical examination.
- 3.4 We will only be able to assess the claim after we have received all the documents, information and evidence that we need.

#### 4. Termination of coverage

4.1 This benefit will be terminated at the earliest of any of the following circumstances:

- (a) Upon death of the person covered;
- (b) Upon cancellation of the contract;
- (c) Upon surrender of the contract;
- (d) Upon lapsation of the contract;
- (e) On the end date as shown in the contract schedule; or
- (f) On the contract anniversary immediately after the person covered's 70th birthday.

SAMPLE

## **ANNEXURE EMI005**

### **Benefit conditions - Specified infectious diseases daily hospital income benefit**

#### **1. Specified infectious diseases daily hospital income benefit**

- 1.1 Subject to the general conditions, while the contract is in force, upon receiving satisfactory proof of the person covered's hospitalisation (as defined) directly due to specified infectious diseases and upon the approval of claim, we will pay the amount up to a maximum period as specified in the contract schedule from the participants' tabarru' fund.
- 1.2 We will deduct any amount the contract holder owes us.
- 1.3 This benefit shall be payable provided:
  - (a) the minimum admission period for hospital confinement is 6 hours; and
  - (b) the hospitalisation is medically necessary.
- 1.4 The specified infectious diseases daily hospital income benefit is payable up to 60 days of hospitalisation per contract year, less any indebtedness and the benefits payable are subjected to combined limit of 180 days of hospitalisation per contract year.
- 1.5 Per day of hospitalisation shall be based on the charging day adopted by the hospital concerned. If the person covered is admitted to two or more hospitals in a calendar day, we, upon approval shall pay only one daily hospital income benefit for each calendar day of hospitalisation.
- 1.6 No other daily hospital income benefit shall be payable for the same hospitalisation where the daily hospital income benefit is payable under annexure EMI004, EMI006 or EMI007. In the event that two or more claims are made under this contract, we shall only pay one claim, whichever is higher.
- 1.7 The benefit is non-cumulative and will be reinstated at each contract anniversary, subject to the terms and conditions of this contract.

#### **2. Exclusions**

- 2.1 The exclusions apply under this benefit will make reference to annexure EMI003.

#### **3. Claim procedure**

- 3.1 The contract holder or his legal representative shall send us a written notice of his intention to claim the specified infectious diseases daily hospital income benefit within 30 days after the date of such hospitalisation.
- 3.2 We will also need all the relevant documents and information to assess claim as soon as possible.
- 3.3 As part of giving us proof, we may need the person covered to be examined by our medical examiner(s). We will inform the person covered if this is needed and bear the costs of the medical examination.

3.4 We will only be able to assess the claim after we have received all the documents, information and evidence that we need.

#### **4. Termination of coverage**

4.1 This benefit will be terminated at the earliest of any of the following circumstances:

- (a) Upon death of the person covered;
- (b) Upon cancellation of the contract;
- (c) Upon surrender of the contract;
- (d) Upon lapsation of the contract;
- (e) On the end date as shown in the contract schedule; or
- (f) On the contract anniversary immediately after the person covered's 70th birthday.

SAMPLE

## **ANNEXURE EMI006**

### **Benefit conditions - Overseas daily hospital income benefit**

#### **1. Overseas daily hospital income benefit**

- 1.1 Subject to the general conditions, while the contract is in force, upon receiving satisfactory proof of the person covered's hospitalisation (as defined) in overseas directly due to illnesses or accidental causes while travelling overseas and upon the approval of claim, we will pay the amount up to a maximum period as specified in the contract schedule from the participants' tabarru' fund.
- 1.2 We will deduct any amount the contract holder owes us.
- 1.3 This benefit shall be payable provided:
  - (a) the minimum admission period for hospital confinement is 6 hours; and
  - (b) the hospitalisation is medically necessary.
- 1.4 The overseas daily hospital income benefit is payable up to a maximum of 90 days of hospitalisation per contract year, less any indebtedness and the benefits payable are subjected to combined limit of 180 days of hospitalisation per contract year.
- 1.5 Per day of hospitalisation shall be based on the charging day adopted by the hospital concerned. If the person covered is admitted to two or more hospitals in a calendar day, we, upon approval shall pay only one daily hospital income benefit for each calendar day of hospitalisation.
- 1.6 No other daily hospital income benefit shall be payable for the same hospitalisation where the daily hospital income benefit is payable under annexure EMI004, EMI005 or EMI007. In the event that two or more claims are made under this contract, we shall only pay one claim, whichever is higher.
- 1.7 The benefit is non-cumulative and will be reinstated at each contract anniversary, subject to the terms and conditions of this contract.

#### **2. Exclusions**

- 2.1 The exclusions apply under this benefit will make reference to annexure EMI003.

#### **3. Claim procedure**

- 3.1 The contract holder or his legal representative shall send us a written notice of his intention to claim the overseas daily hospital income benefit within 30 days after the date of such hospitalisation.
- 3.2 We will also need all the relevant documents and information to assess claim as soon as possible.
- 3.3 As part of giving us proof, we may need the person covered to be examined by our medical examiner(s). We will inform the person covered if this is needed and bear the costs of the medical examination.

3.4 We will only be able to assess the claim after we have received all the documents, information and evidence that we need.

#### **4. Termination of coverage**

4.1 This benefit will be terminated at the earliest of any of the following circumstances:

- (a) Upon death of the person covered;
- (b) Upon cancellation of the contract;
- (c) Upon surrender of the contract;
- (d) Upon lapsation of the contract;
- (e) On the end date as shown in the contract schedule; or
- (f) On the contract anniversary immediately after the person covered's 70th birthday.

SAMPLE

## **ANNEXURE EMI007**

### **Benefit conditions - Intensive care unit daily hospital income benefit**

#### **1. Intensive care unit daily hospital income benefit**

- 1.1 Subject to the general conditions, while the contract is in force, upon receiving satisfactory proof of the person covered is confined in an intensive care unit (as defined) of a hospital in or outside Malaysia and upon the approval of claim, we will pay the amount up to a maximum period as specified in the contract schedule from Participants tabarru' fund.
- 1.2 We will deduct any amount the contract holder owes us.
- 1.3 This benefit shall be payable provided:
  - (a) the minimum admission period for hospital confinement is 6 hours; and
  - (b) the hospitalisation is medically necessary.
- 1.4 The intensive care unit daily hospital income benefit is payable up to a maximum of 30 days of hospitalisation per contract year, less any indebtedness and the benefits payable are subjected to combined limit of 180 days of hospitalisation per contract year.
- 1.5 Per day of hospitalisation shall be based on the charging day adopted by the hospital concerned. If the person covered is admitted to two or more hospitals in a calendar day, we, upon approval shall pay only one daily hospital income benefit for each calendar day of hospitalisation.
- 1.6 No other daily hospital income benefit shall be payable for the same hospitalisation where the daily hospital income benefit is payable under annexure EMI004, EMI005 or EMI006. In the event that two or more claims are made under this contract, we shall only pay one claim, whichever is higher.
- 1.7 The benefit is non-cumulative and will be reinstated at each contract anniversary, subject to the terms and conditions of this contract.

#### **2. Exclusions**

- 2.1 The exclusions apply under this benefit will make reference to annexure EMI003.

#### **3. Claim procedure**

- 3.1 The contract holder or his legal representative shall send us a written notice of his intention to claim the intensive care unit daily hospital income benefit within 30 days after the date of such hospitalisation.
- 3.2 We will also need all the relevant documents and information to assess claim as soon as possible.
- 3.3 As part of giving us proof, we may need the person covered to be examined by our medical examiner(s). We will inform the person covered if this is needed and bear the costs of the medical examination.

3.4 We will only be able to assess the claim after we have received all the documents, information and evidence that we need.

#### **4. Termination of coverage**

4.1 This benefit will be terminated at the earliest of any of the following circumstances:

- (a) Upon death of the person covered;
- (b) Upon cancellation of the contract;
- (c) Upon surrender of the contract;
- (d) Upon lapsation of the contract;
- (e) On the end date as shown in the contract schedule; or
- (f) On the contract anniversary immediately after the person covered's 70th birthday.

SAMPLE