

# Program Guideline

20<sup>th</sup> October 2023

Everyone should have access to **affordable medical treatment**. Lives shall not be lost because they could not afford to pay their medical bills.

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## What is Gathercare?

### Welcome to the Gathercare Medical Cost Sharing Community!

Gather Care (also known as "**Project GC**"), previously known as Life Engineering, is an initiative aimed at mobilising crowd effort to create positive social impact in the well-being and quality of life. Project GC delivers online based crowd caring and sharing programs that serve as a trusted platform to connect individuals who are passionate about improving the community ("**GC Community**") by sharing each other's burden and caring about each other's wellbeing particularly in regards of health care.

Gather Care Sdn. Bhd. ("**Administrator**") is an entity founded to run Project GC and will be the administrator of other programs launched under Project GC (The Shariah certification exercise is only apply to the medical cost sharing community programme). Currently, Gather Care medical program is the only program that has been launched under Project GC. Various programs are in the pipeline and will be launched and made available to the GC Community in due course.

The Administrator has appointed a legal firm as an independent trustee namely, Ong And Manecksha, Advocates & Solicitors ("**Appointed Trustee**") to manage the funds contributed by the Carers. The Administrator has also established a strategic partnership with an established professional medical Third-Party Administrator ("**TPA**"), Eximius Medical Administration Solutions Sdn. Bhd. (EMAS) to administer the entire hospitalization and claiming processes for the Program.

### The Concept Behind Gathercare

Based on the sharing economy approach, Gather Care medical program is a health care cost crowd sharing program whereby a group of like-minded individuals ("**Carer**") voluntarily come together to share each other's health care and medical expenses ("**Medical Expenses**") in a mutually beneficial way. This Program is based on the beliefs in mutual aid (*Taawun*), community assistance, and shared responsibility. Carers come together to share each other's Medical Expenses by donating a contribution in their respective deposit sharing account based on the Shariah concept of Tabarru', not only as matter of their own convenience or cost savings, but because they are driven by conscience to support, care and help each other during times of crises. The concept of shared responsibility also encourages Carers to live a healthy lifestyle and make responsible choices with regards to health. The ultimate aim of Program is for everyone in the GC Community to have access to medical assistance when needed.

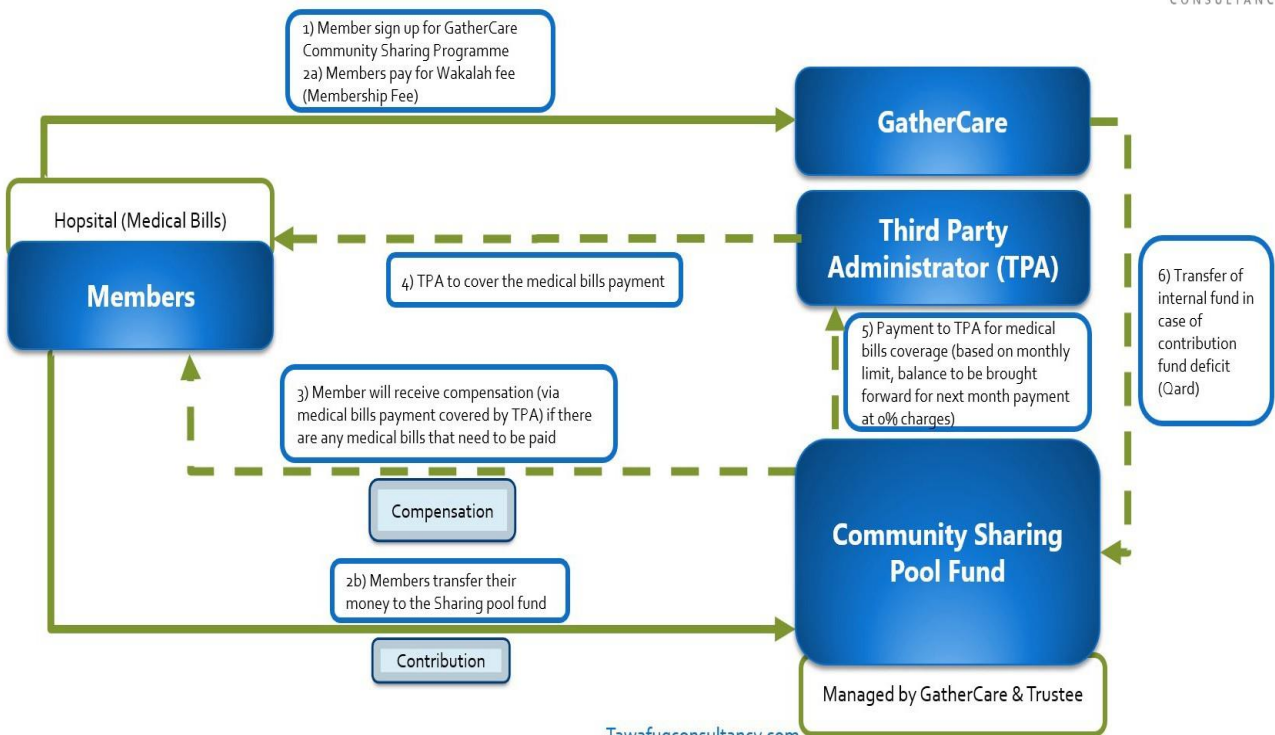
This Program is not a health insurance or takaful but serves as an alternative healthcare option that is simple, affordable, and entirely funded by Carers themselves. It is the most efficient and creative solution to the problems of escalating healthcare and medical costs and expensive health insurance policies. Through the extensive use of technology, this Program also offers a simple and instant access to healthcare as compared to the tedious process of obtaining a traditional health insurance policy that is complex and restrictive.

## Key Terms for Understanding

Terms	Definition
Account Status	The status of Carer Account resulted from different condition during the course of participation
Administrator	Referred to Gather Care Sdn. Bhd., the entity founded to run Project GC and will be the administrator of other programs launched under Project GC
Annual Fee	Amount for annual subscription payment as the proof of participation in the program. The annual fee is charged based on the Wakalah contract between Gather Care Sdn Bhd and the Carers, for Gather Care to manage the Crowd Sharing Program
Applicant	People who open an account and have full access to Gather Care system but without participating in the Crowd Sharing Program.
Carer	A person, or Dependent thereof, who has agreed through acknowledgement submitted in Project GC platform to abide by the requirements of the membership organization and is thereby eligible to participate in the sharing of medical Needs with other Carers.
FGL	Refer to the final guarantee letter issued by TPA
GL	Refer to guarantee letter issued by TPA
GC Community	Referred to the community connected through Project GC platform by sharing each other's burden and caring about each other's wellbeing particularly in regards of health care.
Medical Bill	A medical expense presented to the Community as part of a Needs Case.
Membership	Referred to the Carer status and benefit in GC Community that Carer entitled to.
Minor Carer	Carer who is aged below 18 years old
Need	One or more Medical Bills caused by an injury, illness, or a medical event to an eligible Carer.
Needs Case	A Need submitted to the Community for sharing consideration.
Panel Hospital	Hospital that is listed on Gather Care's website as part of the medical network.
Pre-Existing Condition	Any disability that a Carer has reasonable knowledge of, prior to the Eligibility Date
Project GC	Referred to Gather Care, an initiative aimed at mobilising crowd effort to create positive social impact in the well-being and quality of life
Shareable	Eligible for sharing with the Community as outlined by the Program Guideline.
Sharing Deposit	Deposit payment made according to different ratio of Monthly Crowd Share Limit that reflects their respective health risk. The Sharing Deposit is paid by Carers based on the concept of Tabarru'.
Sharing Ratio	A multiplication factor applied to Actual Crowd Share Amount for Carer's with certain risk profile
Wakalah	Wakalah refers to a contract whereby a party, as principal (i.e., client) authorises another party as his agent (i.e., Gather Care Sdn Bhd ("Gather Care")) as his agent (wakil) to perform a particular task on matters that may be delegated, with or without imposition fee.
Tabarru'	Tabarru' refers to the donation in the forms of asset or benefit to other person without any contribution for charitable

	purposes i.e with the intention to perform good deeds and pious
Qard (Benevolent Loan)	Qard refers to a contract of lending money by a lender (i.e., Gather Care Shareholder) to a borrower (Sharing Contribution Pool) where the latter is bound to repay an equivalent replacement amount to the lender.
Itizam bi Al-Tabarru'	Itizam bi Al-Tabarru' means the commitment to make Tabarru' or donation.
Threshold Deposit	The minimum amount of deposit required to be present in Carer Account to participate in next Crowd Share
TPA	Referred to established professional medical Third-Party Administrator, hereby referring to Eximius Medical Administration Solutions Sdn. Bhd. (EMAS), in charge of administering the entire hospitalisation and claiming processes for the Program.
Frozen	The account will be frozen if the carer fails to top up their deposit account and does not participate in the crowdshare for two consecutive months.
Penalty Fee	When a carer fails to top up their deposit before the crowd share of the month, a penalty of the maximum crowd share amount (RM50 or RM80 depending on the carer's age category) will be charged to the carer.
Top-up Guarantee Letter	A top-up guarantee letter for a medical claim, is issued by eMAS (TPA) is a brief document assuring additional funds if needed to cover medical claims beyond the initial amount provided.
Trust Account	Trust Account established solely for the purpose of this medical cost sharing to meet Carers' Actual Crowd Share Amount and it is managed by the Appointed Trustee
Waiting Period	Deferment periods of 60-days & 180-days from date of joining

# GatherCare Community Sharing Programme based on Wakalah Model



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## GATHER CARE MEMBERSHIP GUIDELINES

The Gather Care Membership Guidelines consist of the Administrative Guidelines and Sharing Guidelines applicable to all the Carers which are commonly referenced as Membership Guidelines.

### Administrative Guidelines

#### 1. Gather Care Principles of Membership

The following requirements protect all Carers by assuring honour and integrity on the part of Carers and by minimizing medical risks and ensuring proper accountability while encouraging good health practices. Gather Care Medical Cost Sharing membership requires agreeing to all the requirements of this section as well as the submission of an application for membership. If Carers continue to meet these requirements and fulfil all membership duties as determined by the Board of Directors, their membership will continue. If at any time a Carer no longer meets all these membership requirements, they must notify Gather Care immediately, and their membership and all privileges will cease, unless otherwise indicated. While Carer health status has no effect on eligibility for membership, there are limitations on the sharing of Needs for some conditions that existed prior to the membership effective date. See Sections 6-7 for a detailed list of shareable and non-shareable Needs.

#### A. GATHER CARE ETHICAL BELIEFS AND PRINCIPLES

All Carers must agree with and attest to the following statements:

1. I believe that a community of moral, ethical, and health-conscious people can most efficiently and effectively encourage and care for one another by sharing each other's medical needs directly.
2. I understand that the GC Community is not an insurance or takaful entity, and that while Gather Care will make every effort to facilitate the sharing of a Carer's medical needs, Gather Care, in and of itself, cannot and does not guarantee the payment of any medical expense.
3. I agree to practice good health measures and strive for a balanced lifestyle.
4. I agree to refrain from the usage of any form of illegal substances.
5. I understand that medical needs caused by, or due to, the act of performing any illegal or unlawful activity will not be shareable.
6. I agree to submit to mediation followed by subsequent binding arbitration, if needed, for any instance of a dispute with Gather Care or its affiliates.
7. I agree to acknowledge my confirmation on commitment to adhere to these principles once I made the Annual Fee payment each renewal year.
8. I have read and understand all of the above, as well as the Gather Care Membership Guidelines (including the Disclaimer and Section 12 Disputes and Reconciliation) and am certifying that all of my answers are true and accurate and indicate my agreement to abide by the Membership Guidelines as well as the Carer Principles and Responsibilities.

Applicant accepts the responsibility to notify, educate and inform all persons listed on their application for membership of the above Carer Principles and Responsibilities as well as the Gather Care Membership Guidelines and accepts the responsibility to assure their adherence to, and cooperation with, the requirements of membership. **All Carers who have**

**joined within an Applicant's account will have access to information for any other Carers within the same account.** This information includes all pending and past medical needs and other personal information. Any applicant (or their Dependents) who are not comfortable with the Gather Care Membership Guidelines are free to decline the offer to participate in the Gather Care membership.

### ***B. DISCLAIMERS***

The Gather Care Medical Cost Sharing Community is not an insurance or takaful company and the Gather Care Medical Cost Sharing membership is not issued or offered by an insurance or takaful company. This Program is administered on behalf of Carers as principal (muwakkil) by the Administrator (as agent (wakil)) as a platform for Carers to share their healthcare and medical burden in accordance with the Program Guideline based on the Shariah concept of Wakalah (agency). Neither the Administrator nor the Carers guarantee or promise that the Eligible Medical Expenses will be shared by the Carers of this Program.

The financial assistance a Carer receives under this Program does not come from the Administrator's own funds but will come from other Carers' monthly sharing contributions that are placed in a trustee account. Whether other Carers choose to assist a Carer with his/her medical expenses will be totally voluntary (not guaranteed in any way), as no other Carers or the Administrator will be compelled by law to make such sharing contribution. However, a Carer's failure to share will result in disqualification from the program. Whether a Carer's medical expenses are shared by other Carers or whether a Carer receives any payment for medical expenses or whether or not this Program continues to operate, a Carer will always remain personally liable at all times for any and all of his/ her unpaid medical expenses.

This Program is not, and should never be construed as, a contract for insurance or takaful nor is it offered through an insurance company. This Program is also not a substitute for any insurance policy required under any legislation. There is no transfer of risk for any purpose from a Carer to the Administrator, or from a Carer to other Carers; nor is there a contract of indemnity or guarantee between the Administrator and any Carers or amongst the Carers themselves. Neither the Administrator nor Carers are considered as an insurer under Malaysian law. This Program is not subject to the insurance regulatory requirements or consumer protections of the country. The Administrator encourages Carers to consult a health insurance professional for advice on the difference between regulated health insurance and crowd sharing programs such as this Program.



## 2. Applicant Responsibilities

Applicant is an initial step into “opening an account” allowing people with interest to have full access to Gather Care system but without participating in the Crowd Sharing program, which means Applicants can not share the medical cost nor seek help to share their medical cost. However, they can use their account to introduce and pay for other Carers’ membership. The Carers under his account can be him/herself or family members.

### A. QUALIFICATIONS

To qualify as a GC Applicant, a person must meet all the following requirements.

2.A.1	Enter Age Eligibility	The GC Applicant must be at least 18 years of age and above. According to this Program Guideline, age is defined as “age of last birthday” i.e., a person’s age at a particular time with addition of 1 year. For example:  If a person whose birthday falls on 12.03.1983, his age would be 34 from the date 01.01.2018 to 11.03.2018 but would be 35 from 12.03.2018 onwards.
2.A.2	Open to all	This category is available to all Malaysian of any race and ethnicity who are residing in Malaysia and meet all eligibility criteria.
2.A.3	Health Status	No health requirement needed

### B. SIGN UP PROCESS

A person may sign up for the program themselves or via referral link. The referral link format is available from Gather Care management team or assigned promotional team. A working SIM card with a phone number and internet connection or data plan attached to a mobile device is required prior to the sign up. During the sign-up process, one is required to create a profile by providing the following:

- A valid mobile number (a verification code will be sent via SMS)
- Full name
- Generate a password
- Agreed the Terms and Conditions

After completed the signing up process, A GC Applicant required to log in again.

### C. APPLICANT’S RIGHTS

2.C.1	Have the right to log in and view the breakdown or history of medical cases and total size of GC community;
2.C.2	Will receive considerate and courteous service from all employees and representatives of the Administrator;
2.C.3	Will receive accurate information regarding this Program from the Administrator;
2.C.4	Able to make recommendations or provide feedbacks regarding this Program to the Administrator for its consideration;

2.C.5	To enable the location function on the system to view the list of Panel hospitals;
2.C.6	Can add new Carer under his account and pay for the Carer to entitle for the benefits of Project GC. The Carer can be himself or his family members aged below 18 years old.

### 3. Carer Responsibilities

Carers should familiarize themselves with the following responsibilities in order to more effectively participate in Medical Cost Sharing. Each Carer's faithful participation directly contributes to other Carers.

New Carer can only sign up via GC Applicant account using the system. During the sign-up process, such person is required to complete the following procedure:

- Fill in Carer details
- Provide emergency contact details
- Agree to the terms and conditions
- Answer health screening questions
- Proceed with payment

The person is confirming that he/she is healthy and does not suffer from any Pre-Existing Medical Condition; has read, understood and agreed to the Program Guideline, the Terms of Use, Legal Disclaimer and the Privacy Policy; and also authorising the Administrator to automatically debit the necessary amount that may be required to maintain the Sharing Deposit of RM100 kept with the Appointed Trustee at any point in time, and the total Annual Fee of RM360 from credit card/debit card according to the Program Guideline.

#### A. QUALIFICATION

To qualify as a GC Applicant, a person must meet all the following requirements.

3.A.1	Enter Age Eligibility	<p><b>This Program is available to individual aged between 6 years and 40 years. The Administrator may from time to time expand the age limit of this Program to include those aged below 6 or above 40 years old, subject to different ratio of Monthly Crowd Share Limit that reflects their respective health risk due to age. Once a Carer, a person shall remain as a Carer past the age of 40 years old.</b></p> <p>A person below the age of 18 ("Minor Carer") shall only be eligible to participate in this Program with consent of at least one of his parents, siblings (18 years and above) or legal guardian ("Guardian"). Minor Carers are required to be under a GC Applicant's account and are not allowed to sign up as GC Applicant.</p>
3.A.2	Open to all	<p>This Program is available to all Malaysian of any race and ethnicity who are residing in Malaysia and meet all eligibility criteria. However, only Medical Expenses incurred in Malaysia and provided by or under the direction of a Panel Hospital are eligible for sharing under this Program. Please visit the Official Website or the system for the latest List of Panel Hospitals.</p>

3.A.3	Health Status	A person's health status may have effect on his eligibility to join this Program. A person is required to disclose any Pre-Existing Condition to the Administrator during the signing up process. Failure to fully disclose information pertaining to his/her Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Carers and may result in disqualification from this Program under Section 3.6. The Administrator reserves the right to reject any person from signing up with this Program due to his/her Pre-existing Condition. There will be limitations on the sharing of Medical Expenses for Pre-Existing Condition. Please refer to Section 5.6 for further details on Pre-Existing Condition and its sharing limitation.
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## **B. CARER SIGN UP**

A Carer can only sign up via a GC Applicant account using the system.

During the sign-up process, such person is required to complete the following procedure:

- Fill in Carer details
- Provide Emergency contact details
- Agree to the terms and conditions
- Answer health screening questions
- Proceed with payment

The person is confirming that he/she is healthy and does not suffer from any Pre-Existing Medical Condition; has read, understood and agreed to the Program Guideline, the Terms of Use, Legal Disclaimer and the Privacy Policy; and also authorising the Administrator to automatically debit the necessary amount that may be required to maintain the Sharing Deposit of RM100 kept with the Appointed Trustee at any point in time, and the total Annual Fee of RM360 from credit card/debit card according to the Program Guideline.

## **C. CARER COST**

A total of RM360 Annual Fee based on the Shariah concept of Wakalah, and RM100 Sharing deposit based on the concept of Tabarru' and will be collected and the breakdown details are as below:

- RM180 Annual Fee + RM100 Sharing Deposit + RM3.00 Payment gateway charges = RM283.00 (Initial payment)
- Balance RM180 (Second Payment) Annual Fee 30-days after the Initial Payment was made.

To maintain an active Carer status, Carers are required to ensure the payment of Annual Participation Renewal Fee. The renewal fee will be recurring every 365-days after the initial payment and second payment. If a Carer joined on 5th January 2021, his/her renewal fee breakdown will be as below:

- RM180 recurred on 5th January 2022 (After 365-days of initial payment)
  - RM180 recurred on 4th February 2022 (After 365-days of second payment)
- Total of RM360 renewal fee is collected completely by 4th February 2022.

#### **D. CARER'S RIGHTS**

3.D.1	Receive considerate and courteous service from all employees and representatives of the Administrator;
3.D.2	Receive accurate information regarding this Program from the Administrator;
3.D.3	Have all medical records and personal information handled in a confidential manner and in compliance with the Privacy Policy;
3.D.4	Have his/her Medical Expenses processed and reviewed accurately by the TPA and the Administrator for sharing in accordance with this Program Guideline;
3.D.5	File a Dispute (as defined hereinafter) in accordance with this Program Guideline without fear of prejudice or reprisal and express a concern or file an appeal in accordance with this Program Guideline about the decision made concerning his Dispute; and
3.D.6	Make recommendations or provide feedbacks regarding this Program Guideline to the Administrator for its consideration.

#### **E. MEMBERSHIP REQUIREMENTS AND MANAGEMENT**

The different age group levels and amounts of household participation for Gather Care membership may be referred as follows (Applicable to the new Carers that join after the date of this Program Guideline):

3.E.1	Application and Start Date Limitation	<p>Unlike health insurance plans, membership in this Program has no calendar date restriction for enrolment. A Carer will be deemed to have joined this program upon payment of the Sharing Deposit and have consented to Administrator utilising the amount to share the Eligible Medical Expenses according to the Program Guideline.</p> <p>However, each new Carer shall observe two types of deferment periods of 60-days &amp; 180-days from date of joining which is known as Waiting Period. During Waiting Period, Carer access to Crowd Share is limited. The Carer is required to start contributing to the Actual Crowd Share Amount during this Period when there is a necessary Crowd Share case for other Carers.</p> <p>During the Waiting Period, each Carer can seek emergency medical help due to personal accident injury and request for sharing of his/her medical costs up to a sum of not more than RM20,000 in total. Upon expiry of the 60-days Waiting Period, the Carer can begin to seek to Crowd Share any expenses for the medical help received from the Panel Hospital under the Program except for the cases that fall under Specific Illnesses in Section 5.5</p>
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3.E.2	Determination of Membership Level	<p>The Program doesn't have levelled membership structure. However, the determination on annual fee and Sharing Ratio will be based on Carers age group and other health factors. Gather Care reserves the right to apply the factor upon its sole discretion based on scientific risk calculation. Some risk specification as follows:</p> <ol style="list-style-type: none"> <li>1. Smokers: Contribute 1.2 times the Actual Crowd Share Amount.</li> </ol>
3.E.3	Membership Renewal	<p>Each Carer Account is required to maintain Annual Fee payment based on the membership start date. By joining the program, the Applicant for the Carer also authorise Gather Care to automatically debit the necessary amount to continue such service at the start of the next billing cycle.</p>
3.E.4	Suspension, Cancellation, Termination of Membership	<p>List below show account status that correspond to different condition where Carer fail to make necessary payment or break the community rule's. Other than Pending Annual Fee, all the status below are deemed to be not eligible to participate in the Program outside of medical concern. The Account Status with respect to different condition as follows:</p> <ol style="list-style-type: none"> <li>1. Pending Annual Fee : Carer fail to make payment for annual subscription fee. Carer status will change to "Frozen" for not making repayment after 60 days</li> <li>2. Pending Top-up: Carer fail to top up the deposit balance after it falls below amount of Threshold Deposit. Carer status will change to "Frozen" after the crowdshare of the month provided no repayment made.</li> <li>3. Frozen : Carer fail to address the outstanding payment by next crowdshare of the month. The Carer Account can be reinstated by paying additional penalty fee. Carer status will change to "Closed" after the crowdshare of the month provided no repayment made.</li> <li>4. Closed : Carer fail to reinstate by next crowdshare of the month after the Carer Account has been in Frozen status.</li> <li>5. Terminated. : Carer requests cancel the subscription and Gather Care strictly adheres to its No Refund Policy, and thus, no refunds will be issued.</li> </ol>

		6. Blacklisted : If a Carer is found to have intentionally hidden his previous medical history or material information about his health, this will be considered as abuse or fraud towards GC community. The Administrator reserves the absolute right to blacklist such person from participating in this Program.
3.E.5	Death of a Carer	Upon the death of a Carer, the Applicant shall notify the Administrator as soon as possible. The Administrator will require certain documentation to verify the beneficiary of the Carer and handle any existing Need Case(s) and bereavement payment if it is included in the program engaged by the Carers.
3.E.6	Changes to Applicant/Carer Contact Information	<p>Changes to Applicant/Carer Contact information, including email, phone number, and mailing address, must be updated in the Carer Portal.</p> <p>Carers are required to maintain accurate records. Gather Care may be restricted from servicing membership in certain area, and upon notice of a Membership relocating to any of those territories, Gather Care, in its full discretion, may terminate the Membership. The 60 days period where the carers are still obliged to share any medical cost eligible is applicable</p>

#### ***F. MISUSE OF TRUST AND ACCOUNTABILITY***

At all times, Gather Care Carers are expected to act with honour and integrity. Carers presenting a falsified Needs Case, using deceptive practices, or participating in another Carer's misuse of trust will have their membership cancelled. When a Needs Case is submitted requesting to Gather Care to share financially with other Carers in order to relieve the burden of a medical expense, the Carer submitting the Needs Case is committing that those monies will be used to help pay their financial obligations to their medical providers, as directed by Gather Care, to the extent of the Monthly Shares received. Carers submitting Needs Cases further commit to work with Gather Care's staff and its authorized affiliates to seek equitable prices from providers and to document amounts paid to providers. When an issue of possible misuse of trust by a Carer arises (whether or not still active or currently a Member), Gather Care may hold the Carer accountable and prohibit Carer from joining the program indefinitely. The Carer's record will be shared with Gather Care's authorized affiliates without being liable with the Carer's future enrolment in any of relevant program being affected due to this record taken into account by the affiliates. The Carer may request resolution of the question through the mediation and arbitration provisions described in Section 3C) of the Guidelines.

## **G. CARER CORPORATION**

At all times, Carers are expected to fully cooperate with Gather Care and its partners. This includes fully cooperating in any determination concerning whether Needs Cases are Shareable and/or the extent to which Needs Cases are Shareable. Carers agree to obtain any documents or sign an authorization as requested by Gather Care or its authorized partners. Furthermore, to the extent that any Medical Bill could be the responsibility of a third party, Gather Care Carers agree to fully disclose the same and cooperate in any investigation/inquiry conducted by Gather Care and/or its partners. Gather Care Carers with minor Dependents agree to fully cooperate on behalf of the minor Dependent. Gather Care reserves the right to not share in the Needs Cases if the Carer Responsibilities are not met and /or the Membership Guidelines are not followed. Furthermore, Gather Care may close any Needs Case and determine that the Needs Case is unshareable if a Needs Case remains inactive for 6 months, the Carer fails to provide requested information within 6 months of the request, and/or the Carer fails to respond to Gather Care for a 6-month period. Upon request by Gather Care or its authorized partner, Gather Care Carers are expected to make reasonable efforts to contact their medical provider's offices via telephone and/or in writing who are non-responsive for billed amounts that are deemed unreasonable. Carers are responsible for ensuring that Gather Care has accurate contact information, including but not limited to email address, phone number(s), and mailing address. Gather Care may use the provided contact information for all communication with the Carer(s) related to the Household Membership, Needs Cases, or any other related purpose. Carer understand that there may be States or Jurisdictions in which Gather Care membership is or may become unavailable and that upon notification of carer's relocation to such a State or Jurisdiction, Gather Care, in its full discretion, may terminate carer's membership.

## **H. CARER BEHAVIOUR**

Each Carer has voluntarily chosen to join a Community of moral, ethical, and health conscious individuals, and each Carer agrees to refrain from the use of threatening, aggressive, harassing, or abusive language and/or behaviour when interacting with Gather Care employees or other Carers of the Gather Care Community. This specifically includes, but is not limited to, the use of personal or legal threats. Carers understand that engaging in such behaviour can result in termination of their membership.

## **I. AUTHORIZATION REQUIREMENT**

The majority of medical bills are grossly inflated. Therefore, Carer cooperation with bill negotiation is required. Carers agree to authorize Gather Care and/or its affiliates, to negotiate billed charges on their behalf. Carers who refuse bill negotiations negatively impact the Community as a whole. Consequently, Gather Care reserves the right to reduce the amount shared or determine that no Medical Bills or Needs Cases will be shared in cases where a Carer refuses authorization to negotiate on their behalf.

## **J. PAYMENT TO THIRD PARTY PROVIDER FOR MEDICAL SERVICES**

Sharing is meant to occur after a medical expense has been incurred. The Gather Care Medical Cost Sharing Community understands that in some instances payment is to be made to party other than hospital after delivering services. Some medical providers also require up-front or advance payments prior to delivering service. In these instances, Carers should make every effort to limit the up-front payment and request to be billed for any remaining charges. Please contact Gather Care customer support early on in the process if

you suspect or believe that an up-front payment may be required. Your Gather Care Carer customer support can help you explore cash pay provider and service options. Notification to Gather Care for third party payment requests can be processed at least 60 days upon the submission of the bill received by Gather Care or its affiliates.

## 4. Process and Administration

### A. HOW THE PROGRAM WORKS

Contrary to health insurance whereby the insurer agrees to pay a person's Medical Expenses with its own funds in return of that person paying the insurer a monthly fixed premium, in Project GC however, Carers voluntarily commit to contribute (Iltizam bi al-Tabarru') their money based on the Shariah concept of Tabarru' (donation) into a share pool to share the Medical Expenses of any Carer who is in need of medical treatment. The Administrator under the Wakalah arrangement will act as an agent (wakil) coordinates the Crowd Share to meet the eligible Medical Expenses monthly or any other suitable time intervals according to the Program's rules and regulations. It is important to note that the Share Pool does not belong to the Administrator. Instead, it is held and managed by the Appointed Trustee who administers the disbursement to the TPA as reimbursement. The sharing process is summarised as follows:

4.A.1	<p>When a Carer joins the Program, each Carer will put aside a Sharing Deposit (Tabarru') ("Sharing Deposit") presently set at RM100 as his/her future contribution (Tabarru') to their Share and to facilitate the Crowd Share. This is done via agreed payment method, e.g., by debiting from his/her credit card/debit card.</p> <p>Administrator collects RM360 Annual Fee (as wakalah fee) from whoever joined Project GC. The fee collected is used to defray the expenses particularly in engaging the service of TPA, Appointed Trustee, marketing and operating costs of this program. Any Carer who joined the program under promotional campaign shall pay the Annual Fee (Wakalah fee) rate as offered in the campaign. Gather Care may from time to time vary the Annual Fee and/or impose additional charges, as and when it is deemed fit and appropriate.</p>
4.A.2	<p>The Sharing Deposit will be placed into a trust account ("Trust Account") established solely for the purpose of this medical cost sharing to meet Carers' Actual Crowd Share Amount and it is managed by the Appointed Trustee. To ensure Shariah compliance, the Sharing Deposit shall be placed under an Islamic Banking account. Any profit generated from this Islamic Banking account is solely used for the cost to maintain the operation of this Trust Account.</p>
4.A.3	<p>By putting in the amount for Sharing Deposit, the Carer shall be deemed to have consented to Administrator utilising the amount to share the Eligible Medical Expenses according to the Program Guideline.</p>
4.A.4	<p>Each new Carer shall observe two types of deferment periods of 60-days &amp; 180- days from date of joining (upon payment of items mentioned in Section 4.A.1 and Annual Fee) whereby the Carer cannot seek to Crowd Share any expenses for the medical help received from the Panel Hospital ("Panel Hospital") under the Program except for accidental injury. The Carer is required to start contributing to the Actual Crowd Share Amount during this Period when there is a necessary Crowd Share case for other Carers. For eligibility of Carers during Waiting Period please refer to Section 4C,</p>



Upon signing up, a Carer is committed to a Monthly Crowd Share Limit of RM50 or any lower amount published at the Official Website on every 24th of month and that is notified by Gather Care. Presently, the Monthly Cut-Off Date is set on the 24th of each calendar month. Every 24th day of the month, Administrator will publish the Crowd Share Case on website, system, and social media. Hence, each month is defined as beginning from 25th of the month to the 24th of the following month. Gather Care reserves the right to vary the Monthly Crowd Share Limit from time to time. Below is an illustration on the calculation of Monthly Crowd Share:

4.A.5	Actual Crowd Share Deposit <= Monthly Crowd Share Deposit	<p><b>Monthly Crowd Share Limit of RM50</b></p> <p>Total Medical Bills Eligible for Crowd Sharing: RM40,000</p> <p>Number of Active Carers: 1,000</p> <p>Actual Crowd Share Amount per Active Carer: RM40</p>
4.A.6	Actual Crowd Share Deposit > Monthly Crowd Share Deposit	<p><b>Monthly Crowd Share Limit of RM50</b></p> <p>Total Medical Bills Eligible for Crowd Sharing: RM60,000</p> <p>Number of Active Carers: 1,000</p> <p>Actual Crowd Share Amount per Active Carer: RM50</p> <p>Amount unshared: RM60,000 - RM50,000 = RM10,000 RM10,000 will carry forward to next month.</p>

**B. HOSPITAL ADMISSION PROCESS**

Eligible medical expenses will be shared for all Carers who meet the membership requirements in Section 1. For a Needs Case to be Shareable, the Carer must be current with their annual membership meaning all necessary annual fee and deposits are paid-to-date. Carers are advised to carefully follow these instructions for submitting their Needs Cases.

The following diagram depicts the general admission process for Non-Emergency Cases:

**Non Emergency Admission Process**



4.B.1	<p>As soon as a Carer anticipates the likelihood of a medical Need (non-emergency), they should contact Gather Care's Admission Team at +60 12-293 4989 so that Gather Care may assist them through the process. Gather Care Admission Team will seek advice from TPA to verify the condition and suggest the Hospital to be admitted within the Carer reachable area. <i>(Note: Emergency medical Needs should be addressed immediately by the nearest qualified emergency professional. Please notify Gather Care's Admission Team as soon as reasonably possible after an emergency care visit.)</i></p>
4.B.2	<p>Gather Care Admission Team will call back the Carer for recommended options of hospitals to be admitted. In the case of non-emergency hospital admission, Carers would have to make the admission request via panel hospital admission counter. The Carer admit to the hospital according to the instruction advised to ensure Gather Care's Admission Team able to verify and create Need Case with TPA on behalf of Carer seamlessly. Carers will be notified after such admission application is accepted by TPA.</p> <p>Inhouse team from Gather Care will in charge to follow up GL issuance status from EMAS rather than its affiliates.</p>
4.B.3	<p>Once approved, the TPA will issue "Guarantee Letter" and "Top-Up Guarantee Letter" if necessary. Upon completion of the paperwork, Carer can focus on the treatment. Gather Care Team will keep close contact with the Carer on the treatment progress and make the necessary arrangement with TPA if needed. The treatment which is coverable or not coverable under the program will be disclosed by the accurate information provided through the communication.</p>
4.B.4	<p>After recovery, Carer may be discharged and rest assured while Gather Care's Team handle the rest and arrange the Crowd Share to cover for the bills.</p> <p>Prior to discharge, the Panel Hospital sends the bill of the Medical Expenses directly to the TPA. The TPA receives and processes the Medical Expenses for sharing eligibility and discount. When a Carer is discharged, a Final Guarantee Letter ("FGL") shall be issued by TPA on Project GC's behalf to the care provider.</p>
4.B.5	<p>The sum of all FGLs as of the monthly cut-off date (24th of month) shall be collated and Crowd Shared among the total eligible Carers as at the monthly cut-off date. An actual Crowd Share amount per Carer is determined through the calculation stipulated in Section 4.1.2</p> <p>The Appointed Trustee shall be notified on the total amount committed. The Actual Crowd Share Amount is deducted from the Minimum Commitment Sum for each Carer. If the balance of the Minimum Commitment Sum is less than or equal to RM50, the Carer's debit/credit card shall be debited with necessary amount to bring the Minimum Commitment Sum to RM100.</p> <p>The Administrator shall only present to the Appointed Trustee all invoices from hospitals paid by the Administrator for reimbursement. After which the Appointed Trustee shall pay accordingly to the TPA.</p>

### **C. BINDING DECISIONS**

Although Gather Care's staff are trained to be forthright in phone conversations, oral opinions offered by any Gather Care employee do not constitute or ensure a binding decision. Carers who call to inform us of their circumstances in order to discover if the Need qualifies will be given an opinion — not a binding decision. Gather Care shall not be responsible in giving any medical opinion to any party.

### **D. DISPUTES AND RECONCILIATION**

The GC Community serves a Community of like-minded individuals who wish to help one another. Carers resolve to handle disputes fairly between each other or with Gather Care in private or within the Community. A Carer who chooses to violate this common belief and covenant and takes a dispute to court demeans the entire Gather Care membership and places undue strain on the Community. Gather Care Carers who pursue court proceedings against the GC Community, its Carers or its affiliates, understand that their memberships will be consequently terminated. Therefore, in becoming a Carer or reaffirming one's membership, Carers agree that any claim or dispute, with or against the GC Community, its employees, directors, other Carers or associate Carers, that is related to the GC Community and the Gather Care membership in any way, shall be settled by non-biased mediation or, if mediation is unsuccessful, by legally binding arbitration. Gather Care agrees similarly with respect to any matter that it may have against a Carer. The procedure to be used depends upon the nature of the issue as explained in paragraphs A and B.

#### **1. Questions Regarding Whether a Need is Shareable/Appeals Process**

Needs Cases are to be determined whether Shareable or not shareable according to the Guidelines, as outlined in Section 4. In matters where the Guidelines may not provide absolute clarity, Gather Care shall have the sole discretion to determine whether the Needs Case should be Shareable. Gather Care may, but shall not be required to, consider prior procedure and precedent in making such a determination. Any such determination shall be final and binding.

If a Needs Case is determined to be not shareable, and the Carer believes that the TPA is misinterpreting the Guidelines or the Carer's particular circumstances, then the Carer may seek reconsideration of the decision by the appeals process generally described below. Please note that regardless of the outcome of the appeals process, the existence of an appeals process should not and does not create a legally enforceable right or entitlement to the sharing of a particular Needs Case since there is not a contractual promise or legally enforceable right to the sharing of Needs Cases under the Membership Guidelines. A Carer has 90 days from the date the determination in question was rendered to initiate the first step in the appeals process.

The appeals process is a three-step process:

- 1) The Carer may request that the Gather Care Manager review the decision made by the TPA. The TPA will provide their decision, usually within 10 business days;
- 2) If the Carer believes that the TPA is still misinterpreting the Guidelines or the Carer's particular circumstances, then the Carer has 90 days from the day the determination in question was rendered by the TPA to make a written request to Gather Care to have the Needs Case submitted to the Gather Care Community Stewardship Board (CSB) to determine if, or how much, of a Needs Case will be Shareable. The CSB reserves the right to recommend partial sharing (less than the full amount) of a Needs Case. Please contact

Gather Care to receive a copy of the Needs Appeal Form to make this written request.

3) If the Carer still believes that the conclusion of the CSB is wrong, the dispute will be settled by mediation, and if unsuccessful, by binding arbitration. The GC Community and the Gather Care Carer agree that each party shall bear its own costs and evenly split the cost of any mediator(s) or arbitrator(s). The GC Community and the Carer agree to be legally bound by the Arbitrator's decision.

## **2. Resolution of All Other Issues**

Any issue not included under paragraph A to be resolved by the Carer panel shall be settled in accordance with mediation and if such mediation is unsuccessful, by binding arbitration. Gather Care and the Carer agree that each party shall bear its own costs and evenly split the cost of any mediator(s) or arbitrator(s). The GC Community and the Carer agree to be legally bound by the Arbitrator's decision. However, if both the GC Community and the Carer agree, the dispute may be submitted to a randomly selected panel of seven Carers instead.

## **3. Agreement Not to Go to Court**

Carers understand that these methods shall be the sole remedy for any controversy or claim arising out of their relationship with the GC Community and to the extent permitted by law, expressly waive their rights to file a lawsuit in any civil court against the GC Community, its employees, Carers, associate Carers and directors, for such disputes, except to enforce an arbitration decision obtained under paragraphs A or B. This also includes any determinations as to whether the matter in dispute comes within this arbitration agreement or can be required to be arbitrated. To the greatest extent permitted by law, each Carer hereby waives the right to trial by jury.

## ***E. AMENDMENT OF GUIDELINES***

The Gather Care Medical Cost Sharing Guidelines are a Community and Carer resource to understand available sharing for medical procedures, illnesses, etc., and what limits may exist for certain Needs/Community sharing. Changes to the Guidelines are made with the Community in mind, as it continues to grow in numbers and diversity. The decisions made when changing the Guidelines are a balance between the desire to share in reasonable, unexpected, necessary medical expenses and the desire to have a reasonably priced membership. The Guidelines are adjusted and created to best align with the current medical and scientific findings and practices. While some medical procedures or practices find themselves charged with political connotations Gather Care's decisions are not and should not be seen or understood as the Community taking any political positions. Gather Care reserves the right to make changes as necessary to the Guidelines to ensure that the Community is serving its Carers and protecting the Community's ability to share in Needs. These changes and clarifications range from adjusting limits on sharing in certain procedures, deciding to no longer share or deciding to fully share in new procedures, etc. As the Guidelines change, we encourage Carers to review the changes as they are announced, as they will become effective for each Carer on the effective date. Please Note: As a general rule, the Carer's Need(s) are shared in accordance with the Guideline effective at the time that the Need is incurred.

### **1. Procedures**

These Guidelines may be amended by Gather Care Board of Directors. The Board has the option of first taking an advisory vote of Carers and/or Applicants in good standing.

## 2. Effective Date

Amendments to the Guidelines will go into effect as soon as administratively practical or as designated by the Board. If Carers have a Need that began prior to the adopted change, the sharing of bills related to that Need will be determined by the Guidelines as they existed on the date the bills were incurred. If a Carer's ongoing/open Need would be affected by any Guideline change or amendment, those changes will be reflected on the sharing of that Need on the same date that the amended Guidelines go into effect. A Carer can request review by the CSB if they believe this change would cause financial hardship.

## 3. Notice of Amendments

Carers will be notified of changes to the Guidelines through postings on the Gather Care website, its social channel or its authorized affiliates.

## 5. Shareable Needs Cases

This section explains how the shareable amount of a Carer's Medical Bills will be determined.

### A. SCHEDULED BENEFITS

5.A.1	<b>Hospitalization Medical Expenses Annual Sharing Limit</b>	Initial limit on the Medical Expenses eligible for sharing is RM2,000,000. This limit will be renewed with unlimited protection after 5 years
5.A.2	<b>Bereavement Payment</b>	<p>In the event a Carer dies due to any reason, a bereavement payment sum of an initial limit of RM5,000 is to be provided to the Carer's beneficiaries. This amount is part of the Expenses eligible for Crowd Share. The initial limit shall increase by RM1,000 at the end of each subsequent twelve (12) months of the Sharer's joining date. The Bereavement Payment limit shall be reset to the initial limit of RM5,000 if the Sharer withdraws and re-joins later.</p> <p>The Sharer's next of kin must inform Administrator, provide the death certificate of the deceased Sharer as well as complete necessary forms. Project GC will only release the bereavement payment upon being satisfied with the identity or legal standing of the beneficiaries.</p>
5.A.3	<b>Accidental Injury Medical Expenses Sharing Limit</b>	Sharers may seek emergency medical help due to personal accident injury. Project GC allows a maximum of RM20,000 sharing limit for any approved accidental injury case. This sharing eligibility is bound by any Waiting Period. Upon the expiry of 60-days waiting period, this benefit will be upgraded to Hospitalization Medical Expenses Annual Sharing Limit as detailed in Section 5.A.1.

5.A.4	<b>Out-Patient Cancer Treatment</b>	Chemotherapy and Electrotherapy are eligible for sharing up to RM300,000 which is excluded from the RM2,000,000 Hospitalization Medical Expenses Annual Sharing Limit, for being considered outpatient treatment.
5.A.5	<b>Protection to Minor Carer</b>	Carer who is aged below 18 years old will be entitled to a waiver of the Annual Fee and the Monthly Crowd Share Limit if parents of the Minor Carer passed away. This benefit is eligible until the Minor Carer reaches 18 years old.

## **B. ELIGIBLE HOSPITALIZATION MEDICAL EXPENSE**

5.B.1	<b>Hospital Room and Board</b>	Medical Expenses for hospital room accommodation and meals during Hospitalisation, subject to a maximum of RM150 per day, not exceeding the maximum of 120 days for each Sharing Year. By default, a four-bedded room shall be chosen and subject to the cap of RM150 per night. Carers shall bear any amount above the RM150 limit. Carers are not allowed to choose to upgrade to other room type above a four-bedded one unless they are fully occupied or not available. This benefit only applicable to Government Hospital Administration in the Panel Hospital List.
5.B.2	<b>Intensive Care Unit</b>	Medical Expenses for actual room and board incurred in the Intensive Care Unit of the Hospital.
5.B.3	<b>Ambulance Fees</b>	Medical Expenses for ambulance services (inclusive of attendant) to and/or from the Hospital as per charged.
5.B.4	<b>Hospital Supplies and Services</b>	Medical Expenses for: (i) general nursing; (ii) prescribed and consumed drugs and medicines; (iii) dressings, splints, plaster casts; (iv) x-ray; (v) laboratory examinations; (vi) electrocardiograms; (vii) physiotherapy; (viii) intravenous injections and solutions; (ix) administration of blood and blood plasma and including the cost of blood and plasma.
5.B.5	<b>Surgical Fees</b>	Medical Expenses for surgery performed by a Specialist.
5.B.6	<b>Operating Theatre Fees</b>	Medical Expenses for the use of the operating room and equipment incidental to the surgical procedure.
5.B.7	<b>Anaesthetist Fees</b>	Medical Expenses for the administration of anaesthesia by an anaesthetist.
5.B.8	<b>In-Hospital Doctor Visit</b>	Medical Expenses for Doctor's visit to an Inpatient subject to a maximum of 2 visits per day not exceeding the maximum of 240 visits per Sharing Year. Day Care and Day Surgery is subject to a maximum of 1 visit per day.

5.B.9	<b>Day Care and Day Surgery</b>	As charged
5.B.10	<b>Second Surgical Opinion</b>	One time, as charged for advice received 60-days preceding to confinement/admission.
5.B.11	Malaysian Goods and Services Tax or Sales and Service Tax	The prevailing Malaysian Goods and Services Tax or Sales and Service Tax as charged on the Medical Expenses set out in Section 5.5.

### C. WAITING PERIOD

5.C.1	<b>Before the end of 60-days Waiting Period</b>	Carer may seek emergency medical help due to personal accident injury. Project GC allowed a maximum of RM20,000 sharing limit for any approved accidental injury case. This sharing eligibility is not bound by any Waiting Period.
5.C.2	<b>After the end of the 60-Days Waiting Period (General Illness Unlock)</b>	Upon expiry of 60-days from initial payment, a Carer is entitled to the Hospitalization Medical Expenses Annual Sharing Limit, with exception of the treatment/surgery resulted from Specific Illnesses.
5.C.3	<b>After the end of the 180-Days Waiting Period (Specific Illnesses Unlock)</b>	Upon expiry of 180-days from initial payment, or 120-days after 60-days Waiting Period, a Carer is entitled to the Hospitalization Medical Expenses Annual Sharing Limit, including treatment/surgery resulted from Specific Illnesses.

### D. NON-ELIGIBLE HOSPITALIZATION MEDICAL EXPENSES FOR SHARING

5.D.1	<b>Pre-hospital Diagnostic Test</b>	"Pre-hospital Diagnostic Test" refers to diagnostic tests or assessments conducted outside of a hospital or healthcare facility, often in emergency situations before a patient is transported to a hospital.
5.D.2	<b>Pre-Hospital Specialist Consultation</b>	"Pre-Hospital Specialist Consultation" refers to seeking specialized medical advice or consultation before a patient is transported to a hospital, typically in an emergency or pre-hospital setting.
5.D.3	<b>Post-hospitalisation Treatment</b>	"Post-hospitalization Treatment" refers to medical care and interventions provided to a patient after their discharge from a hospital.
5.D.4	<b>Organ Transplant</b>	"Organ Transplant" involves the surgical procedure of replacing a damaged or failed organ in the recipient's body with a healthy organ from a donor.
5.D.5	<b>Outpatient Kidney Dialysis Treatment</b>	"Outpatient Kidney Dialysis Treatment" involves a medical procedure where individuals with kidney failure receive dialysis outside the hospital, typically at a specialized outpatient facility, to filter and purify their blood.
5.D.6	<b>Abortion</b>	Treatments in connection with an abortion unless the physical life of the mother is endangered by the continued pregnancy and that treatment via a Caesarean Section has been determined to be inadvisable by a neonatologist.

5.D.7	<b>Air Travel</b>	Treatments for Disability sustained during air travel except as a fare paying passenger on a recognized airline operating on scheduled air routes and air travel by any chartered aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.
5.D.8	<b>Alcohol/Drugs</b>	Treatments for a Disability which occurred as a result of that Carer's abuse and/or use of alcohol or drugs/pharmaceuticals, including drug and/or alcohol rehabilitation treatment.
5.D.9	<b>Alternative Treatments</b>	Acupuncture, acupressure, aromatherapy, bone setting, chiropractic, herbalist treatment, hyperbaric oxygen therapy, massage, osteopathy, reflexology and other alternative treatment.
5.D.10	<b>Circumcision</b>	Any circumcision.
5.D.11	<b>Cosmetic Surgery</b>	Cosmetic or plastic surgery including, but not limited to, breast augmentation or reduction (exceptions for breast reconstruction after breast cancer for the affected breast and the non-affected breast if recommended for purposes of symmetry), double eyelids, acne, keloids etc.
5.D.12	<b>Complication of Non-Eligible Treatment</b>	Treatments required as a result of complications from a Treatment or a Disability not eligible for sharing.
5.D.13	<b>Congenital or Hereditary Disease</b>	Treatments for congenital or hereditary diseases, deformities and disabilities e.g. childhood hernias, clubfoot, VSD, ASD, Thalassemia etc.
5.D.14	<b>Custodial Care</b>	Treatments provided mainly as a rest cure, maintenance, custodial and recuperative care or other care that does not treat a Disability  e.g. private nursing or house calls by Doctors etc.
5.D.15	<b>Dental</b>	Dental Treatments, including periodontics, orthodontics, temporomandibular joint disorder (TMJ) or orthognathic surgery, Hospital charges for dental work done under general anaesthesiology except necessitated by Injury to sound natural teeth.
5.D.16	<b>Durable Medical Equipment (DME).</b>	Medical Expenses arising from the purchase, rental or replacement of durable or reusable equipment or devices, including, but not limited to, prosthetics, artificial limbs, orthotics, hearing aids, tubing, aero chambers, masks, exercise equipment, locomotion equipment (bed, wheelchair, walking aid etc.) and their associated expenses.



5.D.17	<b>Emergency Room Charges when not an Emergency</b>	When a Treatment at an emergency room is not judged to be an emergency by normal standards of medical care and when less costly treatment was available by taking reasonable measures to seek such care
5.D.18	<b>Exercise Programs</b>	Exercise programs as a Treatment of any Disability except for Doctor supervised cardiac rehabilitation and or Inpatient physicaltherapy.
5.D.19	<b>Experimental, Investigational, Unproven or Unapproved Treatments</b>	Treatments that are experimental, investigational or unproven, or that has not according to accepted professional standards or that is illegal under Malaysian law
5.D.20	<b>Eye Care.</b>	Eye exercise therapy, radial keratotomy or other eye surgery to correct near-sightedness, far-sightedness or visual acuity. Also, routine eye examinations, including refractions, lenses corrective glasses for the eyes and examinations for their fitting.
5.D.21	<b>Gross Negligent Acts</b>	Treatments for a Disability as to which the Carer has acted with gross negligence or with reckless disregard to safety, as evidenced by medical records and as determined by the Administrator in its absolute discretion.
5.D.22	<b>Hair Loss</b>	Treatments for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Doctor.
5.D.23	<b>Hearing Aids and Exams</b>	Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.
5.D.24	<b>Hazardous Hobbies</b>	Treatments of a Disability that results from engaging in a hazardous hobby. A hobby is hazardous if it is an activity which is characterized by a constant or recurring threat of danger or risk of bodily harm. Examples of hazardous hobbies include, but are not limited to, rock/cliff climbing, spelunking, skydiving, or bungee jumping.
5.D.25	<b>Illegal Acts</b>	Treatments received as a result of a Disability caused by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behaviour; including but not limited to illegal drug activity, crimes against persons, crimes against property and gun offenses, while sane or insane.
5.D.26	<b>Impotence</b>	Treatments for impotence.

5.D.27	<b>Infertility.</b>	Diagnostic, surgical repair, non-surgical repair, surgical impregnation and prescription drugs for the treatment of infertility.
5.D.28	<b>Mental Health Treatments.</b>	Psychiatric or psychological counselling, mental or nervous disability, learning disability, bereavement counselling, biofeedback therapy, psychological testing, treatment, medication and hospitalisation.
5.D.29	<b>Miscellaneous Treatments.</b>	Treatments for sleep and snoring disorders, hyperhidrosis treatment, hormone replacement therapy, stem cell therapy and treatment for symptoms not related to a specifically diagnosable Disability, such as ongoing fatigue and malaise.
5.D.30	<b>No Obligation to Pay</b>	Medical Expenses for which the Carer has no legal obligation to pay.
5.D.31	<b>Non-Prescribed Medical Supplies and Equipment</b>	Non-prescribed medical supplies and equipment including, but not limited to, over-the-counter drugs, first-aid supplies and treatments, vitamins, food supplements, herbal cures, soap, anti-obesity or weight reducing agents, elastic stockings, tubings, masks, ostomy supplies, insulin infusion pumps, ace bandages, gauze, syringes, diabetic test strips and similar supplies.
5.D.32	<b>Non-Panel Hospital.</b>	Treatment provided by or under the direction of a Non-Panel Hospital.
5.D.33	<b>Non-Medically Necessary Treatments</b>	Treatments that do not meet the criteria of a Medically Necessary Treatment or is not specified as a Medically Necessary Treatment, or Treatments that are not recommended and approved by a Doctor; or Treatments received when the Carer is not under the regular care of a Doctor.
5.D.34	<b>Non-Reasonable and Customary Charges.</b>	Charges for Treatments that are in excess of the Fair and Reasonable Charges based upon the determination of the Administrator in accordance with this Program Guideline.
5.D.35	<b>Organ Transplant</b>	Medical Expenses for donation of any body organ and cost of acquisition of the organ including all cost incurred by the donor during organ transplant.
5.D.36	<b>Outpatient Treatments</b>	Any Treatment received by an Outpatient that is not related to an Inpatient treatment.
5.D.37	<b>Personal Comfort Items</b>	Personal comfort items or similar facilities, such as, but not limited to, television, telephone, fax, radio, air conditioners, air purification units, humidifiers, electric heating units, non-hospital adjustable beds, orthopaedic mattresses, blood pressure instruments, scales, elastic bandages or stockings and, admission kit/pack.
5.D.38	<b>Pregnancy and Maternity</b>	Treatments relating to pregnancy including childbirth, miscarriage, surrogacy, pre and post-natal care and surgical except for miscarriage due to Accident.

5.D.39	<b>Pre-Existing Conditions</b>	Medical Expenses for Pre-Existing Conditions incurred. See Section 5.6 for further details.
5.D.40	<b>Professional Racing or Competitive Events</b>	Treatments of Disability while racing or competing as a professional. Professional racing means that such activity is one's primary vocation and means of financial support. Professional racing and competitive events include, but are not limited to, automobile, motorcycle, watercraft, ski or rodeo races or competitions.
5.D.41	<b>Radiation.</b>	Treatments for effects from radiation or contamination by radioactivity from any source.
5.D.42	<b>Replacement Braces.</b>	Replacement of braces of the leg, arm, back, neck, unless there is sufficient change in the Carer's physical condition to make the original device no longer functional
5.D.43	<b>Routine and Preventive Care</b>	<p>including, but not limited to, all well-patient care and screening test and procedures, such as:</p> <ul style="list-style-type: none"> <li>• physicals immunizations and vaccinations;</li> <li>• blood and topical allergy testing;</li> <li>• lab studies;</li> <li>• PET scan;</li> <li>• screening mammograms;</li> <li>• screening colonoscopy;</li> <li>• genetic testing;</li> <li>• prophylactic and preventive surgery without personal history of diagnosis and Doctor's recommendation; and</li> </ul> <p>Routine physical examination, health check-ups or tests not incident to treatment or diagnosis of a Disability.</p>
5.D.44	<b>Self-Inflicted Injuries.</b>	Treatments due to suicide, attempted suicide, or intentionally self-inflicted Disability, while sane or insane.
5.D.45	<b>Sex Changes.</b>	Treatments for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.
5.D.46	<b>Surgical Sterilization or Reversal.</b>	Treatments for, or reversal of, surgical sterilisation, including vasectomy and tubal ligation or contraceptive medications and devices.
5.D.47	<b>Transportation.</b>	Charges resulting from transportation by ambulance for Disability that will not seriously jeopardise the Carer's health or life are not eligible for sharing. The additional expenses for transportation to a Panel Hospital that is not the nearest Panel Hospital that is capable of providing Medically Necessary Treatment is also not eligible for sharing.

5.D.48	<b>Travel or Accommodations</b>	Charges for travel or accommodations, whether or not recommended by a Doctor
5.D.49	<b>Treatment by Relative</b>	Treatments performed by a person who ordinarily resides in the Carer's home or is related to the Carer as a spouse, parent, child, sibling, whether the relationship is by blood or exists in law.
5.D.50	<b>Venereal Disease, AIDS, and AIDS Related Complex, HIV Related Disability.</b>	Exceptions include innocent transmission via transfusion, rape, work-related needle stick or sex within marriage.
5.D.51	<b>Waiting Period</b>	Medical Expenses incurred during Waiting Period. See Section 5.4 for further information.
5.D.52	<b>War</b>	Any Medical Expenses incurred that is due to any declared or undeclared act of war, military activity, riot, rebellion, insurrection, civil commotion, explosion of war weapons, terrorism related activity, nuclear war, biological and chemical warfare/activity.
5.D.53	<b>Speech and Occupational Therapy</b>	"Speech and Occupational Therapy" are therapeutic interventions designed to improve communication skills, speech, and activities of daily living for individuals with various conditions or developmental challenges.
5.D.54	<b>Any types of Implants</b>	The Administrator reserves the right to review admission requests and invoices submitted by the Panel Hospital or Carers for sharing, and with the assistance from the TPA to accept or decline payment of Medical Expenses deemed not eligible under the Program Guideline

### E. SPECIFIC ILLNESS

5.E.1	<b>Hypertension, diabetes mellitus or cardiovascular disease;</b>	<ul style="list-style-type: none"> <li>• Hypertension: High blood pressure, a condition where the force of blood against the artery walls is consistently too high.</li> <li>• Diabetes Mellitus: A chronic metabolic disorder characterized by elevated blood sugar levels due to insufficient insulin production or the body's inability to effectively use insulin.</li> <li>• Cardiovascular Disease: A group of disorders of the heart and blood vessels, including conditions like heart attack, heart failure, and stroke</li> </ul>
5.E.2	<b>Growths of any kind including tumours, cancers, cysts, nodules, polyps;</b>	Growths: Abnormal masses of tissue that can include tumors, cancers, cysts, nodules, and polyps. These can be benign (non-cancerous) or malignant (cancerous).
5.E.3	<b>Stones of the urinary system and biliary system;</b>	<ul style="list-style-type: none"> <li>• Urinary System Stones: Hard deposits that form in the kidneys or urinary tract, commonly known as kidney stones.</li> <li>• Biliary System Stones: Hardened particles that develop in the gallbladder or bile ducts, often referred to as gallstones.</li> </ul>
5.E.4	<b>Any disease of the ear, nose (including sinuses) or throat;</b>	Ear, Nose, and Throat Diseases: Any medical conditions affecting the ear, nose (including sinuses), or throat.
5.E.5	<b>Hernias, haemorrhoids, fistulae, hydrocele or varicocele;</b>	Hernias, Haemorrhoids, Fistulae, Hydrocele, or Varicocele: Various medical conditions involving abnormalities such as protrusions of organs (hernias), swollen veins in the rectum or anus (haemorrhoids), abnormal connections between body parts (fistulae), fluid accumulation in the scrotum (hydrocele), or enlarged veins in the scrotum (varicocele).
5.E.6	<b>Any disease of the reproductive system including endometriosis;</b>	Reproductive System Diseases, including Endometriosis : Any disorders affecting the reproductive system, which may include conditions like endometriosis in females, which may involve disorders or abnormalities related to organs such as the uterus, ovaries, and fallopian tubes. Endometriosis, a specific condition, is characterized by the presence of endometrial tissue outside the uterus, causing pain and potential fertility issues.
5.E.7	<b>Any disorders of the spine (including a slipped disc) or any knee conditions and;</b>	Disorders of the Spine, Knee Conditions : Any medical issues related to the spine (including a slipped disc) or conditions affecting the knee.
5.E.8	<b>Critical Illnesses</b>	<ol style="list-style-type: none"> <li>1. Stroke</li> <li>2. Heart attack</li> <li>3. Kidney failure</li> <li>4. Cancer</li> <li>5. Coronary artery by-pass surgery</li> <li>6. Serious coronary artery disease</li> <li>7. Angioplasty and other Invasive Treatments for Coronary Artery Disease</li> <li>8. End-Stage Liver Failure</li> <li>9. Fulminant Viral Hepatitis</li> </ol>

10. Coma
11. Benign Brain Tumour
12. Paralysis of Limbs
13. Blindness
14. Deafness
15. Third Degree Burns
16. HIV Infection Due to Blood Transfusion
17. Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection
18. Full-blown AIDS
19. End-Stage Lung Disease
20. Encephalitis
21. Major Organ / Bone Marrow Transplant
22. Loss of Speech
23. Brain Surgery
24. Heart Valve Surgery
25. Terminal Illness
26. Loss of Independent Existence
27. Bacterial Meningitis
28. Major Head Trauma
29. Chronic Aplastic Anaemia
30. Motor Neuron Disease
31. Parkinson's Disease
32. Alzheimer's Disease / Severe Dementia
33. Muscular Dystrophy
34. Surgery to Aorta
35. Multiple Sclerosis
36. Primary Pulmonary Arterial Hypertension
37. Medullary Cystic Disease
38. Cardiomyopathy
39. Systemic Lupus Erythematosus with Severe Kidney Complications

#### **F. ADDITIONAL SHARING RESTRICTIONS FOR SMOKING USERS**

Cigarette smoking is the leading preventable cause of death in Malaysia. Although Smoking Carers are eligible to participate in the program, but are required to share a higher Monthly Crowd Share amount to incentivize the Carers to stop smoking.

The monthly crowd share limit for smoking carers will be set at 1.2 times the standard deposit for non-smoking carers. For example, while the crowd share limit for a non-smoking user remains at RM50.00, it will be increased to RM60.00 for smoking users, reflecting the 1.2 times higher rate.

#### **G. PRE-EXISTING CONDITION**

Medical Bills for any medical service/treatment provided during membership which meets these Guidelines are Shareable while being a Carer in good standing, except as explained below or as otherwise agreed prior to membership.

5.G.1	<b>Definition</b>	<p>A Carer may be considered to have reasonable knowledge of the Pre-Existing Condition where the condition is any, or all of below:</p> <ul style="list-style-type: none"> <li>a) the Carer had received or is receiving Treatment;</li> <li>b) treatment has been recommended;</li> <li>c) clear and distinct symptoms are or were evident; or</li> <li>d) its existence would have been apparent to a reasonable person in the circumstances.</li> </ul>
5.G.2	<b>Shareability</b>	<p>Medical Expenses incurred by a Carer within 5 years from the Eligibility Date as a result of Pre-Existing Conditions (whether directly or indirectly) shall not be eligible for sharing. Upon the inception of the 5 years of continuous participation in this Program and thereafter, the condition may no longer be considered pre-existing.</p> <p>If the Carer is admitted for hospitalisation or seeks treatment on the basis of his/her Pre-Existing Conditions, or otherwise is found to possess any Pre-Existing Condition, the said Carer shall lose his/her eligibility as a Carer and shall be terminated. All deposits of the Carer shall be forfeited and be used towards crowd sharing of the community.</p>
5.G.3	<b>Disclosure</b>	<p>A Carer is required to disclose all Pre-Existing Conditions to the Administrator during the signing up process. Failure to fully disclose information pertaining to his/her Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Carers and may subject the Carers to disqualification from the Program pursuant to Section 3.6. Administrator reserves the right on the final approval of Carers with Pre-Existing Condition.</p> <p>Medical Expenses incurred and submitted for sharing within the first 90-days from the Eligibility Date may be subject to a Pre-Existing Condition review by the Administrator, including, but not limited to, request for medical notes/records, hospital charts, surgical records, tests result or other relevant medical history information.</p>
5.G.4	<b>Verification for Certain Conditions</b>	<p>Carer must go through the medical questionnaire provided by Gather Care prior to joining the program. The Carer shall certify that the above facts are true to the best of the Carer knowledge and belief and his/her understand that he/she subject to disciplinary action in the event that the above facts are found to be falsified.</p>

This Program Guideline Oct 10\_2023  
was Approved by  
**GATHER CARE SDN BHD**



**Gideon Leong Yue Wai**  
Director/CEO

This Program Guideline Oct 10\_2023  
was proofread and reviewed by  
**ONG AND MANECKSHA, ADVOCATES & SOLICITORS**



This Medical Cost Sharing  
product has been reviewed by  
**Tawafuq**  
as a Shariah compliant product

