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## 1. GENERAL INFORMATION

### 1.1. About Life Engineering

- 1.1.1. Life Engineering (also known as “**Project LE**”) is an initiative aimed at mobilising crowd effort to engineer positive social impact in the well-being and quality of life. Project LE delivers online based crowd caring and sharing programs that serve as a trusted platform to connect individuals passionate about improving the way the community life (“**LE Community**”) by sharing each other’s burden and caring about each others’ well being particularly in the area of health care.
- 1.1.2. Crowd Care Sdn. Bhd. (“**Administrator**”) is an entity founded to accomplish Project LE and will be the administrator of the programs launched under Project LE. Currently Life Engineering – Medical is the only program that has been launched under Project LE. Various programs are in the pipeline and will be launched and made available to the LE Community in due course.
- 1.1.3. 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 Sharers.
- 1.1.4. The Administrator has also established a strategic partnership with an established third party Professional Medical Auditor (“**PMA**”), Eximius Medical Administration Solutions Sdn. Bhd. (EMAS) to administer the entire hospitalisation and claim process for the Program (as defined hereunder).

### 1.2. What is this Program

- 1.2.1. Based on a share economy approach, Life Engineering – Medical is a health care cost sharing program (“**Program**”) where a group of like-minded individual (“**Sharer**”) voluntarily come together to share each others’ health care and medical expenses (“**Medical Expenses**”) in a mutually beneficial way.
- 1.2.2. This Program is based on the beliefs in mutual aid, community assistance, and shared responsibility. Sharer comes together to share each other’s Medical Expenses not only as matter of 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 Sharers to live a healthy lifestyle and make responsible choices with regards to health. The ultimate aim of Program is for everyone in the LE Community to have access to medical assistance when needed.

### 1.3. How this Program works

With health insurance, the insurer agrees to pay a person's Medical Expenses with its own funds in return of that person paying the insurer a premium. Whereas in this Program, Sharers voluntarily commit to contribute their monies ("**Share**") into a share pool ("**Share Pool**") to share the Medical Expenses of any Sharer who is in need of medical treatment ("**Treatment**"). The Administrator coordinates the Share to meet the eligible Medical Expenses on a monthly basis or any other suitable time intervals according to the Program's rules and regulation ("**Program Guideline**"). It is important to note that the Share Pool does not belong to the Administrator. It is held and managed by the Appointed Trustee who will administer the disbursement to the Administrator as reimbursement. The sharing process is summarised as follows:

- 1.3.1. When a Sharer joins the Program, each Sharer will put aside a Sharing Deposit ("**Sharing Deposit**") presently set at RM100 as his or her future contribution to their Share and to facilitate the crowd share. This is done via agreed payment method, e.g. by debiting from his credit card/debit card.
- 1.3.2. The Sharing Deposit will be placed into a trust account ("**Trust Account**") established solely for this medical cost sharing purpose to meet Sharers' Actual Crowd Share Amount and it is managed by the Appointed Trustee. For Shariah compliance, the Sharing Deposit shall be placed under an Islamic Banking account.
- 1.3.3. By submitting the Sharing Deposit, Sharer shall be deemed to have consented to the Administrator utilising the amount to share Eligible Medical Expenses according to the Program Guideline.
- 1.3.4. Each new Sharer shall observe a period of 60 days ("**Deferred Period**") from date of joining (upon payment of items mentioned in Section 1.3.1 and Annual Participation Fee) whereby he cannot seek medical help from the Panel Hospital ("**Panel Hospital**") under the Program. He also is not required to contribute to the Actual Crowd Share Amount during this Period. Such Sharer's status will be categorised as "Inactive" in the system.
- 1.3.5. The Deferred Period is set up to ensure we have the right and better community in the long run. During the Deferred Period, each Sharer can seek emergency medical help due to personal accident injury (except those which fall within the activities mentioned in Section 7.2 herein) and request for sharing of his or her medical costs up to a sum not more than RM5,000 in total during the Deferred Period. Upon expiry of the Deferred Period, the Sharer's status will be changed to "Active" ("Active Sharer") whereby he or she can begin to seek medical help from the Panel Hospital under the Program and is required to contribute to the Actual Crowd Share Amount when necessary.

- 1.3.6. Notwithstanding that, all new Active Sharers shall further observe another period of 120 days from date of becoming an Active Sharer or 180 days from date of joining (upon full payment of the Sharing Deposit and Annual Participation Fee) (“Specific Deferred Period”) whereby there is a list of Specific Illnesses (“Specific Illnesses) in Section 7.4.3 (vi) Sharing Limitation and Restriction of which any medical expenses related to these Specific Illnesses are not eligible for crowd sharing.
- 1.3.7. Sharer presents Project LE and our PMA Identification to the Panel Hospital for pre authorisation on the proposed Treatment.
- 1.3.8. In the case of Life threatening emergency hospital admission, Sharer can contact PMA directly and obtain admission to one of the Panel Hospitals immediately.
- 1.3.9. In the case of non-emergency hospital admission, Sharer would make the admission request via Panel Hospital admission. Panel Hospital Admission will seek approval from PMA and make admission appointment upon permission is obtained.
- 1.3.10. Sharer will be notified by email after such admission application is accepted by PMA.
- 1.3.11. Once approved, PMA will issue “Guarantee Letter” and “Top-Up Guarantee Letter”, if necessary.
- 1.3.12. Prior to discharge, the Panel Hospital sends the bill of the Medical Expenses directly to the PMA.
- 1.3.13. The PMA receives and processes the Medical Expenses for sharing eligibility and discount.
- 1.3.14. When a Sharer is discharged, a Final Guarantee Letter (“Final Guarantee Letter”) shall be issued by PMA on Project LE’s behalf to the Provider.
- 1.3.15. The said Provider shall issue PMA an invoice based on the said Guarantee Letter, of which later PMA shall forward to us for payment. The Administrator shall pay the Eligible Medical Expenses to the Provider via PMA from its own temporary medical fund before claiming reimbursement from the Trust Account.
- 1.3.16. The total amount of all Final Guarantee Letters as of the Monthly Cut-Off Date shall be collated and crowd shared among the total eligible Sharers as

at the Monthly Cut-Off Date. An Actual Crowd Share Amount per Sharer is determined through the calculation stipulated in Section 6.1.2.

1.3.17. 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 Sharer. If the balance of the Minimum Commitment Sum is less than or equal to RM50, the Sharer's debit/credit card shall be debited with necessary amount to bring the Minimum Commitment Sum to RM100.

1.3.18. 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 paid accordingly to the Administrator.

#### **1.4. This Program is an alternative to Health Insurance**

This Program is not a health insurance but an alternative healthcare option that is simple, affordable and entirely funded by Sharers 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. The following are several reasons how the Monthly Crowd Share Limit is kept low in this Program:

##### **1.4.1. It is non-profit oriented program**

The Administrator does not make money out of Sharers. This non-profit oriented Program ensures that no premium or other payment will be collected and gained from Sharers. This means Sharers contribute only to the sharing of Eligible Medical Expenses and the administrative cost of this Program.

##### **1.4.2. Sharers share in actual Medical Expenses not projections**

This Program is not an insurance business and is not run by an insurance company. This Program or the Administrator does not try to predict mathematically the expected Medical Expenses of the Sharers. The Sharers share only the actual Medical Expenses incurred not the projected figures. Ultimately, the more Sharers this Program has, the lower the amount of Share will be.

##### **1.4.3. Lifetime crowd sharing**

Subject to Section 3.2, 3.5, 3.6 and 3.7 herein, once a Sharer joins in, he or she will be in LE community for so long as the Sharer wishes to remain as a Sharer for the rest of his or her lifetime and enjoy the benefits of this Program.

##### **1.4.4. Sharers are committed to live healthy life**

Because this Program emphasizes on the concept of shared responsibility, Sharers are encouraged to reduce the shared financial burden of the group as a whole. This creates an incentive for Sharers to make responsible and cost effective choices in health care and to live a healthy lifestyle. A health and cost conscious community will tend to have fewer medical incidents and better quality of health which lead to lower health care costs.

**1.4.5. Sharers are committed to be honest about their declaration**

Sharers are required to make a list of declarations about their health condition and lifestyle as well as fully understand the core principles of the Program in the Program Guideline. False declaration will result in immediate disqualification. This is to ensure that all Sharers share the same spirit of connecting individuals passionate about improving the way the community live by sharing each other's burden and caring about each others' well being particularly in the area of health care.

Sharer also authorise Life Engineering to have full access to retrieve all medical reports and relevant tests and documents if Share has prior medical claims before joining this Program.

**1.4.6. Hospital Admission and Medical Treatment are examined upfront and effectively managed for best possible outcome**

The Administrator has also established a strategic partnership with an established and experienced third party PMA to administer the entire hospitalisation and claim process for the program. This is to ensure Medical Expenses are managed effectively and sharers get the best possible outcome in this Program. Constant education on managing one's health and medical cost will also be provided.

**1.4.7. The administrative cost of this Program**

The administrative and operating costs of this Program are kept to a minimum. The Program collects RM100 annual participation fee ("Annual Participation Fee") from whoever joined before 25<sup>th</sup> April 2020 and RM360 annual participation fee after the date to defray the expenses particularly in engaging the PMA as well as the Appointed Trustee.

**1.4.8. Contribution and sponsors from third parties including advertisements and other auxiliary revenues generated from this Program**

It is the objective of this Program to further lower each Sharer's financial commitment by engaging advertisers to advertise on the app platform. The right advertisers shall be engaged and to provide further information on suitable products and services to the LE Community. Part of the revenue (up to 30% of net profit) generated from the advertisement shall be used to further lower the Actual Crowd Share Amount of each Sharer. It is our vision to reach ZERO Actual Crowd Share Amount in some foreseeable future.

## 1.5. Disclaimer

- 1.5.1. This Program is administered on behalf of Sharers by the Administrator as a platform for Sharers to share their healthcare and medical burden in accordance with the Program Guideline. Neither the Administrator nor the Sharers guarantee or promise that the Eligible Medical Expenses will be shared by the Sharers of this Program.
- 1.5.2. The financial assistance a Sharer receives under this Program does not come from the Administrator's own funds but will come from other Sharers' monthly sharing contributions that are placed in a trustee account. Whether other Sharers choose to assist a Sharer with his or her medical expenses will be totally voluntary (not guaranteed in any way), as no other Sharers or the Administrator will be compelled by law to make such sharing contribution. However, a Sharer's failure to share will result in Sharer's ability to seek medical cost sharing presently and/or in the future as stipulated in the Program Guideline.
- 1.5.3. Whether a Sharer's medical expenses are shared by other Sharers or whether a Sharer receives any payment for medical expenses or whether or not this Program continues to operate, a Sharer will always remain personally liable at all times for any and all of his or her unpaid medical expenses.
- 1.5.4. This Program is not, and should never be construed as, a contract for insurance nor is it offered through an insurance company. This Program is also not a substitute for insurance policy required under any legislation. There is no transfer of risk for any purpose from a Sharer to the Administrator or from a Sharer to other Sharers; nor is there a contract of indemnity or guarantee between the Administrator and any Sharers or amongst the Sharers themselves. Neither the Administrator nor Sharers are considered as an insurer under Malaysian law. This Program is not subject to the insurance regulatory requirements or consumer protections of the country.
- 1.5.5. The Administrator encourages Sharers to consult a health insurance professional to further explain the difference between regulated health insurance and crowd sharing program such as this Program.

## 2. Life Engineering Guest

Many people are interested with the concept of Life Engineering program and most of them are curious to know more about the community activities. They may nevertheless still hesitate or have some concern about the size of Sharer base or other confidence related issues. To allow these people who are on-the-fence to know more about the LE Project, a new category of participation has been created, namely Life Engineering Guest (“LE Guest”). These LE Guests can have full access to our Life Engineering system just like our regular Sharer after registration, except that they cannot participate in the crowd sharing program, i.e. do not share the medical cost nor seek help to share their medical costs. However, they may participate in our exciting marketing programs planned for the LE community.

In the system, registering as a LE Guest is the first step to become a participant in the LE Community. A LE Guest can then choose further to be a Sharer and/or a Sponsor if they wish to; or remained as a LE Guest.

### 2.1. LE Guest Qualifications

To qualify and remain as a LE Guest, a person must meet all the following requirements:

#### 2.1.1. Entry Age Eligibility

The LE Guest must be at least 18 years of age and above. For the purpose of 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 examples:

*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 after 12.03.2018.*

#### 2.1.2. Open to all

This category is available to any individual Malaysian of any race and ethnicity who are residing in Malaysia.

#### 2.1.3. Health Status

LE Guest does not have to meet the health requirement as he or she is not a Sharer. LE Guest can elect to join as a Sharer if he or she fulfils the Sharer requirements. LE Guest can elect to join as a Sponsor if he or she fulfils the Sponsor requirements.

### 2.2. Signing up as a LE Guest

A person may sign up for the Program via Life Engineering’s mobile apps (“Apps”) or official website at [www.lifeengineering.my](http://www.lifeengineering.my) (“Official Website”). A working SIM card with a phone number and internet connection or data plan attached to the mobile

device is required prior to the sign up. During the sign-up process, such person is required to create a profile by providing the following:

- Full name as per NRIC
- NRIC number (Unique Identification)
- A mobile number (a verification code will be sent via SMS)
- A valid email addresses
- Security questions and Answers
- Agree to the Terms and Condition
- Enter verification code

After completed sign up process, he or she will login automatically.

### **2.3. LE Guest Continued Obligations**

As long as a LE Guest wishes to remain as a LE Guest and enjoy the benefits of this Program, a LE Guest shall have the continued responsibilities to:

- 2.3.1. read, understand, agree to, and abide by this Program Guideline as amended, supplemented or substituted from time to time;
- 2.3.2. regularly check for and review all amendments of and information relating to the Program Guideline that may be notified by the Administrator from time to time;
- 2.3.3. provide all pertinent information and documents truly, completely, and accurately to the Administrator when requested; express his opinions, concerns or complaints constructively and with basis to the appropriate person;
- 2.3.4. treat LE community or the employees of the Administrator courteously.

### **2.4. LE Guest Rights**

**Under this Program, a LE Guest:-**

- 2.4.1. have rights to log in and view the breakdown or history of total amount of LE community and medical cases;
- 2.4.2. does not require to make any payment or editing payment card details;
- 2.4.3. may become a Sharer or Sponsor if they fulfil the requirements of Sharer or Sponsor;
- 2.4.4. will receive considerate and courteous service from all employees and representatives of the Administrator;
- 2.4.5. will receive accurate information regarding this Program from the Administrator;

2.4.6. may make recommendations or provide feedbacks regarding this Program Guideline to the Administrator for its consideration;

2.4.7. to enable location on the Apps to view the list of Panel hospitals.

**2.5. Non-Eligibility of LE Guest**

2.5.1. LE Guest cannot submit medical claims and get involved in crowd share.

2.5.2. LE Guest is not allowed to add dependent(s).

**2.6. Withdrawal from Program**

A LE Guest can voluntarily withdraw from the Program by selecting the “Withdrawal” button in the Apps or the Official Website at anytime. A reminder is set to reconfirm with the LE Guest about the impending withdrawal. LE Guest needs to answer security question and once confirmed, the LE Guest is considered withdrawn from the Program effective immediately.

**2.7. Reinstatement as LE Guest**

A LE Guest who has previously withdrawn from the Program pursuant to Section 2.6 may re-join the Program by signing up again via the Apps or the Official Website.

### 3. SHARER

#### 3.1. Sharing Participant

A person participates in this Program as a Sharing Participant. Sharing Participants are those Sharers who contribute at least the Actual Crowd Share Amount to share in another Sharer's Medical Expenses on a monthly basis. A Sharing Participant may, in return of their contribution, submit his Medical Expenses for sharing among other Sharers in accordance with this Program Guideline. To become a Sharer, a person is required to first register as a LE Guest and choose to sign up as a Sharer after becoming a LE Guest.

#### 3.2. Sharer Qualifications

To qualify and remain as a Sharer, a person must meet all the following requirements:

##### 3.2.1. Entry Age Eligibility

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 subject to the different ratio of Monthly Crowd Share Limit that reflects their respective health risk due to age.

Once a person is joined as a Sharer, he or she shall remain as a Sharer even after the age of 40 years.

A person below the age of 18 ("**Minor**") shall only be eligible to participate in this Program with the consent of at least one of his parents, siblings (who is above age of 18 and not a Dependent) or legal guardian ("**Guardian**"). A Guardian shall assume the financial responsibility for his Minor under this Program. A Minor upon reaching the age of 18 will automatically be qualified on his own merit as a Sharer and no longer requires parent, sibling or Guardian's support. (refer to Section 4)

##### 3.2.2. Open to All

This Program is available to any individual Malaysian of any race and ethnicity who are residing in Malaysia. 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 see the Official Website or the App for the latest List of Panel Hospitals.

##### 3.2.3. 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 Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Sharers and may subject the Sharers to 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 Pre-existing Condition. There are also limitations on the sharing of Medical Expenses for Pre-Existing Condition. Please refer to Section 7.4.4 for further details on Pre-Existing Condition and its sharing limitation.

#### **3.2.4. Program Signing Up**

A person may only sign up for the Program via the Apps or the Official Website. The Apps is currently available for Android based mobile devices and can be downloaded from Operating System's store, Google Play.

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

- Agree the terms and conditions
- Provide Emergency contact
- Answer health screening questions

The person also confirming that he 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 necessary amount that may be required to maintain the Sharing Deposit of RM100 with the Appointed Trustee at any point in time and the Annual Participation Fee of RM360 from credit card/debit card according to the Program Guideline.

You may not be eligible due to age limit (refer to Section 3.2.1) or health status (refer to Section 3.2.3) but you can still choose to participate in our Program as a Sponsor (refer to Section 4)

### **3.3. Sharer Continued Obligations**

As long as a Sharer wishes to remain as a Sharer and enjoy the benefits of this Program, a Sharer shall have the continued responsibilities to:

- 3.3.1. read, understand, agree to, and abide by this Program Guideline as amended, supplemented or substituted from time to time;
- 3.3.2. regularly check for and review all amendments of and information relating to the Program Guideline that may be notified by the Administrator from time to time;

- 3.3.3. pay the Annual Participation Fee or such other dues as may be imposed by the Administrator and pledge the Monthly Crowd Share Limit and contribute the Actual Crowd Share Amount in accordance with this Program Guideline. Please refer to Section 6 for further details on the Share;
- 3.3.4. provide all pertinent information and documents truly, completely, and accurately to the Administrator when requested;
- 3.3.5. notify the Administrator immediately if at any time a Sharer becomes aware that he no longer meets all the Program's requirements under Section 3.2;
- 3.3.6. act with integrity and avoid the appearance of abuse, fraud and dishonesty towards other Sharers and the Administrator particularly when submitting his Medical Expenses for sharing;
- 3.3.7. express his opinions, concerns or complaints constructively and with basis to the appropriate person and resolve any Dispute according to such method as outlined in Section 8.3; and
- 3.3.8. treat other Sharers or the employees of the Administrator courteously.

For the general benefit of all Sharers and to reduce the total of Eligible Medical Expenses shared in this Program, each Sharer is duty bound to:

- 3.3.9. live a healthy lifestyle e.g. eating properly, exercising, and eliminating harmful habits, stressors and risk factors within his control;
- 3.3.10. seek medical advice when appropriate, take the necessary steps to understand the medical advice he receives and any diagnosis he is given, and obtain needed medical treatment in a timely manner;
- 3.3.11. take personal charge of his medical care, and make responsible, informed and knowledgeable health care choices;
- 3.3.12. inquire about costs prior to obtaining medical care when possible and make cost efficient choices; and
- 3.3.13. not abuse any legal or prescribed substance, abstain totally from illegal drugs, and limit consumption of alcohol and cigarette to moderate amounts.
- 3.3.14. Authorise the Program to have full access to all medical records if the Sharer is found to have prior claim experience with other organisations.

The Administrator has the right to terminate the Sharer's participation if the Sharer is found to have failed to discharge his duties.

### 3.4. Sharers Rights

Under this Program, a Sharer is entitled to:

- 3.4.1. receive considerate and courteous service from all employees and representatives of the Administrator;
- 3.4.2. receive accurate information regarding this Program from the Administrator;
- 3.4.3. have all medical records and personal information handled in a confidential manner and in compliance with the Privacy Policy;
- 3.4.4. have his Medical Expenses processed and reviewed accurately by the PMA and the Administrator for sharing in accordance with this Program Guideline;
- 3.4.5. file a Dispute (as defined hereinafter) in accordance with this Program Guideline when he has one 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;
- 3.4.6. make recommendations or provide feedbacks regarding this Program Guideline to the Administrator for its consideration; and
- 3.4.7. become a Sponsor by adding Dependents.

### 3.5. Withdrawal from Program

A sharer can voluntarily withdraw from the Program by selecting the “Withdrawal” button in the Apps or the Official Website. A reminder to set to remind the Sharer about the impending withdrawal. Once confirmed, the Sharer is considered withdrew from the Program effective immediately. However, the Sharer shall be responsible for the Actual Crowd Share Amount for the period he withdraws from the Program.

### 3.6. Disqualification from Program

#### 3.6.1. Termination

As long as a Sharer continues to meet the requirement of the Program and fulfil his responsibilities stipulated in this Program Guideline, his participations in the Program will continue. If at any time during his participation in the Program, a Sharer violates this Program Guideline (“**Violation**”), the Administrator reserves the absolute right to disqualify such Sharer’s from participating in this Program.

Provided that the Administrator shall notify the Sharer in writing (via email or Apps’ message) of such Violation and the requirement for such Sharer to

remedy the Violation (if such Violation is capable of being remedied) within 30 days from the date of the notice. During the said 30-day period, all rights and privilege of the Sharer under this Program will be suspended. The date of disqualification shall be the date of the notice (if such Violation is not capable of being remedied) or the date subsequent to the expiry of the said 30 days (if such Violation is capable of being remedied) (“**Disqualification Date**”).

A Sharer shall be deemed to have voluntarily withdrawn himself from the Program if he fails, refuses, omits or neglects to contribute his Actual Crowd Share Amount to the Share Pool according to the Program Guideline. The date of such withdrawal shall be the stipulated deadline where he fails to top up and maintain his Sharing Deposit to the required amount presently set at RM100 at any time.

A Sharer may submit an appeal in accordance with Section 8.3.3 if he is not satisfied with the decision made by the Administrator under this Section.

### **3.6.2. Blacklist from Program**

If a Sharer is found to have intentionally hidden his previous medical history or material information about his health, this will be considered as abuse or fraud to LE community. The Administrator reserves the absolute right to blacklist (“**Blacklist**”) such Sharer from participating in this Program.

Once suspected of fraud, the Administrator shall notify Sharer in writing (via email or Apps message or sms) and his status shall be changed to “investigate”. In this case he/she will be given 15 days to submit an appeal. Failing to submit within the stipulated 15 days will result in permanently blacklisted.

Once the Sharer has submitted the appeal, the Administrator will proceed for investigation and revert to the Sharer within 15 days from the date of the Administrator’s receipt of the appeal. If the appeal is accepted, the Sharer will become an active member again with immediate effect. If the appeal failed, the Sharer will be permanently blacklisted.

A Sharer may submit an appeal in accordance with Section 8.3.3 if he is not satisfied with the decision made by the Administrator under this Section. The final appeal option for Blacklist removal will only be available for 6 months from date of blacklist.

### **3.7. Consequences of Withdrawal or Disqualification**

In the event if a Sharer has withdrawn, or is disqualified, from this Program pursuant to Section 3.5 or 3.6, as the case may be, only eligible Medical Expenses incurred by such Sharer before the Withdrawal Date or the Disqualification Date, as the case

may be, will be considered for sharing under this Program. The Annual Participation Fee or such other Share or dues paid or contribute by such Sharer prior to such Withdrawal Date or the Disqualification Date will not be refunded to him. Such Sharer shall also be subject to the restriction imposed in Section 3.8 if he decides to re-join the Program in the future.

### **3.8. Reinstatement as Sharer**

A Sharer who has previously withdrawn from the Program pursuant to Section 3.5 may re-join the Program by signing up again via the Apps or the Official Website and be considered as a new Sharer as defined in Section 1.3.4 and 1.3.6.

A Sharer can always re-join the Program after withdrawal provided he or she has settled all his previous commitment as a Sharer. When re-join, he or she will start as a new Sharer and undergoes same process as a new Sharer as defined in Section 1.3.4 and 1.3.6.

A Sharer who has previously been disqualified from the Program pursuant to Section 3.6, may apply to re-join the Program subject to the approval of the Administrator which will be granted on a case-by-case basis and on such reasonable terms and conditions that may be imposed by the Administrator.

A Disability developed while a person is a Sharer, will be considered a Pre-Existing Condition if such Sharer has withdrawn, or is disqualified, from the Program pursuant to Section 3.5 or 3.6, and later re-joins the Program.

### **3.9. Renewal, Cancellation and Refund Policies**

**3.9.1.** Upon annual renewal of the Sharer's Program participation, the Administrator will adopt the same payment method currently associated with the Sharer's account.

**3.9.2.** In the event the Sharer's credit or debit account has been closed or the Sharer's payment method is otherwise invalid, the Administrator will notify the Sharer via an in-app message and a SMS for the Sharer to regularise the payment method and allow and authorize the Administrator to charge or debit payment for the purpose of annual renewal. The status of the Sharer's Program participation will be put as "on hold" for a 24-hour duration upon sending the above notifications. You will still enjoy the full privilege of a LE Sharer.

**3.9.3.** In the event, the Sharer shall fail to regularise and/or confirm the payment method for renewal to the Administrator after the 24-hour period, the Sharer's Program participation status will be changed to "suspended". With immediate effect, the Sharer is not entitled to crowd share his medical costs

and not entitled to enjoy all other benefits under the Program. Notwithstanding the above, upon confirmation of the payment method and payment by the Sharer later, his status will be reverted to “active” upon receipt of his payment for the renewal of his Program Participation.

- 3.9.4. Upon expiry of 30 days from the date of the issuance notification in Clause 3.9.2 herein, the status of the Sharer in Program Participation will be marked as “terminated” in the event the Sharer payment is not regularised and/or paid.
- 3.9.5. To update the payment method, the Sharer shall click the “Payment” icon at the bottom of the App’s screen, and follow the screen instruction accordingly.
- 3.9.6. Unless the Sharer withdraws and/or terminates his Program participation pursuant to Clause 3 herein within the Program participation tenure (before the expiry date) or his Program participation is otherwise terminated by the Administrator, the Administrator will automatically renew the Sharer’s Program participation at the end of each Program participation tenure provided always that the payment for such renewal of his Program Participation is duly made.

### **3.10. Program Participation, Withdrawal and Refund Policy**

The Sharer may withdraw from his Program participation at any time prior to the end of the tenure by pressing the “withdrawal” button in the Apps. Upon confirmation of his withdrawal from the Program Participation by the Administrator, the Sharer remain responsible for his current Monthly Crowd Share Limit, Actual Crowd Share Amount and other dues. The Sharer is responsible to honour his or her accumulated share of crowd share amount committed but not paid yet up to the point of withdrawal. The Annual Participation Fee shall not be refunded to the Sharer for any reason whatsoever. The Administrator shall have the discretion to utilize the balance of unutilized credits/money to meet any Medical Expenses and the operating expenses incurred in connection with this Program. If there is any refund of the balance unutilised portion of the Sharing Deposit decided by the Administrator, the Administrator will take up to 60 days to process for refund to Sharer.

### **3.11. Termination and Refund Policy**

If the Sharer’s Program participation is terminated for whatever reason, upon confirmation of termination of his Program participation the Sharer shall remain responsible for his current Monthly Crowd Share Limit, Actual Crowd Share Amount and other dues. The Sharer is responsible to honour his or her accumulated share of crowd share amount committed but not paid yet up to the point of withdrawal. The Annual Participation Fee shall not be refunded for any reason whatsoever. The Administrator shall have the discretion to utilize the balance of unutilized credits to

meet any Medical Expenses and the operating expenses incurred in connection with this Program. If there is any refund of the balance unutilised portion of the Sharing Deposit decided by the Administrator, the Administrator will take up to 60 days to process for refund to Sharer.

#### **4. SPONSOR & DEPENDENT**

##### **4.1. Sponsor & Dependent**

Many people want to participate in the Program but they are not eligible as they are not able to fulfill the Sharer's requirements. And, many of them also want to share this wonderful program with their love ones. To become a Sponsor, a participant is required to register as a LE Guest first and choose to sign up as a Sponsor after successfully registered as a LE Guest.

Sponsor is not required to pay any sum of money for crowd share or annual fee. Sponsor is a person who have dependent(s), at least one, participates in this Program as a Sharing Participant. (Sharing participant qualification can Refer to section 3.1) The Sponsor payment card will be the sole payment channel for all dependents who are registered under his or her profile. A Sponsor shall assume the financial responsibility for his or her Dependent(s) under this Program. Sponsor can also be a Sharer as long as he or she fulfils the Sharer Eligibility.

A Dependent must be a Malaysian. Dependent is a Sharer and must fulfil Sharer's requirement as per Program Guideline. A person is a dependent when his or her Sharing commitment of payment is paid by a Sponsor. A Minor is also a Dependent (Section 3.2.1). A Dependent can have access to his or her account, subject to access granted by the Sponsor.

A Guardian shall be registered as a Sponsor and shall assume the financial responsibility for his Minors/Dependents under this Program. A Dependent upon reaching the age of 18 will have option to release him/herself with Guardian/Sponsor credit card details.

Dependent is entitled the benefits or function of Sharer but the payment and the administrative right is under the control of the Sponsor.

##### **4.2. Sponsor Qualifications**

To qualify and remain as a Sponsor, a person must meet all the following requirements:

###### **4.2.1. Entry Age Eligibility**

This Program is available to any individual aged (last birthday) from 18 years and above.

**4.2.2. Open to All**

Sponsor is available to any individual Malaysian of any race and ethnicity who are residing in Malaysia.

**4.2.3. Health Status**

A Sponsor does not have to meet the health requirement as he is not a Sharer. Hence, a Sponsor is not necessarily a Sharer. However, if he already is a Sharer, he is required to fulfil the Sharer's health status qualification (Refer to section 3.2.3)

**4.2.4. Program Signing Up**

A person may only sign up for the Program via the Apps or the Official Website. The Apps is currently available for Android and based mobile devices and can be downloaded from Operating System's store, Google Play.

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

- Agree the terms and conditions
- Add dependent

The Sponsor has read, understood, agreed to the Program Guideline, the Terms of Use, the Legal Disclaimer and the Privacy Policy; and also authorising the Administrator to automatically debit necessary amount that may be required to maintain the Sharing Deposit of RM100 for Dependent(s) with the Appointed Trustee at any point in time and the Annual Participation Fee of RM360 from credit card/debit card according to the Program Guideline. The Sponsor has the responsibility to inform the Dependent(s) of the Program Guideline, the Terms of Use, the Legal Disclaimer and the Privacy Policy with respect to the Program.

Sponsor's payment card will be tokenized with RM1.01 and it will be refunded between 7 to 14 working days (depending on the bank process) Tokenization of card is a security measure for keeping sensitive payment card data for later use during top-up.

Sponsor can give the log in accessibility to his or her dependent to allow log in by themselves. If they are allowed to log in, they are required to do first time log in to create password and security answer.

**4.3. Sponsor Continued Obligations**

A Sponsor MUST add at least a Dependent in order to complete the registration as a Sponsor. A Sponsor shall have the continued responsibilities to:

- 4.3.1. read, understand, agree to, and abide by this Program Guideline as amended, supplemented or substituted from time to time;
- 4.3.2. regularly check for and review all amendments of and information relating to the Program Guideline that may be notified by the Administrator from time to time;
- 4.3.3. pay the Dependent's Annual Participation Fee or such other dues as may be imposed by the Administrator and pledge the Monthly Crowd Share Limit and contribute the Actual Crowd Share Amount in accordance with this Program Guideline. Please refer to Section 6 for further details on the Share;
- 4.3.4. provide all pertinent information and documents truly, completely, and accurately to the Administrator when requested;
- 4.3.5. inform the Dependent(s) of the Program Guideline, the Terms of Use, the Legal Disclaimer and the Privacy Policy with respect to the Program;
- 4.3.6. ensure and confirm with his Dependents of their health status;
- 4.3.7. express his opinions, concerns or complaints constructively and with basis to the appropriate person and resolve any Dispute according to such method as outlined in Section 8.3; and
- 4.3.8. treat employees of the Administrator courteously.

#### **4.4. Sponsor's right**

Under this Program, a Sponsor is entitled to:-

- 4.4.1. become a Sharer if he or she fulfils the eligibility and required terms of a Sharer;
- 4.4.2. to access his or her Dependent's account;
- 4.4.3. receive an SMS link to his contact number after registration for Dependent 18 years and above is completed by Sponsor from the Apps or the Official Website;
- 4.4.4. resend SMS link to their dependents after expired link 24 hours;
- 4.4.5. provide permission to Dependent(s) for his or her self-login;
- 4.4.6. to access the button withdraw & release for Dependents;

- 4.4.7. receive accurate information regarding this Program from the Administrator;
- 4.4.8. file a Dispute, on behalf the Dependent, in accordance with this Program Guideline when he has one 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
- 4.4.9. make recommendations or provide feedbacks regarding this Program Guideline to the Administrator for its consideration.

#### **4.5. Dependent Continued Obligations**

A Dependent aged 18 years and above must agree to Terms and Conditions and answer Screening question in order to complete the registration as a Dependent. A Dependent shall have the continued responsibilities to:

- 4.5.1. read, understand, agree to, and abide by this Program Guideline as amended, supplemented or substituted from time to time;
- 4.5.2. regularly check for and review all amendments of and information relating to the Program Guideline that may be notified by the Administrator from time to time;
- 4.5.3. provide all pertinent information and documents truly, completely, and accurately to the Administrator when requested;
- 4.5.4. ensure their health status;
- 4.5.5. express his opinions, concerns or complaints constructively and with basis to the appropriate person and resolve any Dispute according to such method as outlined in Section 8.3;
- 4.5.6. treat employees of the Administrator courteously.

For the general benefit of all Sharers and Dependents and to reduce the total of Eligible Medical Expenses shared in this Program, each Sharer and Dependents is duty bound to:

- 4.5.7. live a healthy lifestyle e.g. eating properly, exercising, and eliminating harmful habits, stressors and risk factors within his control;
- 4.5.8. seek medical advice when appropriate, take the necessary steps to understand the medical advice he receives and any diagnosis he is given, and obtain needed medical treatment in a timely manner;

- 4.5.9. take personal charge of his medical care, and make responsible, informed and knowledgeable health care choices;
- 4.5.10. inquire about costs prior to obtaining medical care when possible and make cost efficient choices;
- 4.5.11. not to abuse any legal or prescribed substance, abstain totally from illegal drugs, and limit consumption of alcohol and cigarette to moderate amounts; and
- 4.5.12. authorise the Administrator to have full access to all medical records if it is found to have prior claim experience with other organisations.

The Administrator has the right to terminate the Dependent's participation if is found to have failed to discharge his duties.

#### **4.6. Dependent Rights**

Under this Program, a Dependant:-

- 4.6.1. is required to agree to the Terms and Conditions and answer Screening Question by themselves;
- 4.6.2. acknowledges that SMS link will be expiry within 24 hours.
- 4.6.3. enables to self-login upon having permission by Sponsor. However, they require to do first time login before enable to access into the Apps or the Official Website.

#### **4.7. Sponsor or Dependent Withdrawal or Release from Program**

Sponsor can withdraw himself and also withdraws and/or releases dependent(s).

##### **4.7.1. Sponsor Releases or Withdraws Dependent**

Sponsor can release a Dependent who is above 18 years old to become an independent Sharer. Released Dependent will remain as a Sharer but has to be responsible for his or her Actual Crowd Share Amount commitment.

Sponsor can only withdraw (and cannot release) Dependents who are below 18 years old as they are deemed financially not capable of funding themselves.

Upon the release and/or withdrawal of all Dependents ONLY then the Sponsor can withdraw him/herself from the Program. The Sponsor shall be responsible for the Actual Crowd Share Amount of all released Dependent

for the crowd share period the said Dependents are withdrawn or released from the Program.

By default, all released Dependents shall continue to have the Sponsor's payment card for payment until a new payment card has been updated.

All Dependents withdrawn or released from the Program can re-join to the Program and he or she shall only subject to 60 Days Deferred Period.

#### **4.8. Disqualification from Program**

As long as a Sponsor continues to meet the requirement of the Program and fulfil his responsibilities stipulated in this Program Guideline, his participations in the Program will continue. If at any time during his participation in the Program, a Sponsor fulfils his responsibilities stipulated in this Program Guideline, his participations in the Program will continue. If at any time during his participation in the Program, a Sponsor violates this Program Guideline ("**Violation**"), the Administrator reserves the absolute right to disqualify such Sponsor's from participating in this Program.

Provided that the Administrator shall notify the Sponsor in writing (via email or Apps' message) of such Violation and the requirement for such Sponsor to remedy the Violation (if such Violation is capable of being remedied) within 30 days from the date of the notice. During the said 30-days period, all rights and privilege of the Sponsor under this Program will be suspended. The date of disqualification shall be the date of the notice (if such Violation is not capable of being remedied) or the date subsequent to the expiry of the said 30 days (if such Violation is capable of being remedied) ("**Disqualification Date**").

A Sponsor may submit an appeal in accordance with Section 8.3.3 if he is not satisfied with the decision made by the Administrator under this Section.

#### **4.9. Consequences of Withdrawal or Disqualification**

In the event if a Sponsor has withdrawn, or is disqualified, from this Program pursuant to Section 4.7, as the case may be, only eligible Medical Expenses incurred by such Dependents before the Withdrawal Date or the Disqualification Date, as the case may be, will be considered for sharing under this Program. The Annual Participation Fee or such other Share or dues paid or contributed by such Sharer prior to such Withdrawal Date or the Disqualification Date will not be refunded to him.

#### **4.10. Reinstatement as Sponsor**

A Sponsor who has previously withdrawn from the Program pursuant to Section 4.8 may re-join the Program by signing up again via the Apps or the Official Website. Sponsor will not go through Deferred Period and can re-join as a Sponsor at anytime.

## 5. SHARE AND OTHER FEES

### 5.1. Monthly Crowd Share Limit and Actual Crowd Share Amount

#### 5.1.1. Monthly Crowd Share Limit

- (i) Upon signing up, a Sharer is committed to a Monthly Crowd Share Limit of RM50 or any lower amount published at the Official Website or the Apps or notified by Life Engineering.
- (ii) The Monthly Crowd Share Limit shall be published at the Official website or the Apps or notified by Life Engineering.
- (iii) Presently, Monthly Cut-Off Date is set on the 24th day of each calendar month. Hence, each month is defined as from 25th of the month to the 24th of the following month.
- (iv) Life Engineering reserves the right to vary the Monthly Crowd Share Limit from time to time.

#### 5.1.2. Actual Crowd Share Amount

- (i) Actual Crowd Share Amount is the actual crowd share payment commitment by Sharer for a specific month and shall be determined by total amount of Medical Bills paid by the Administrator upon the Monthly Cut-Off Date and to be shared among the Sharers.
- (ii) Project LE reserves the right to apply a multiplication factor to the Actual Crowd Share Amount for Sharer's with certain risk profile:
  - a) Smokers contribute 1.2 times the Actual Crowd Share Amount.
- (iii) Actual Crowd Share Amount shall be collected weekly or at a frequency deemed appropriate by the Administrator. However, the total Actual Crowd Share Amount collected shall not exceed the Monthly Crowd Share Limit as depicted below:

Illustration 1:

Monthly Crowd Share Limit of RM50

Total Medical Bills Eligible for Crowd Sharing: RM40,000

Number of Active Sharers: 1,000

Actual Crowd Share Amount per Active Sharer: RM40

In the above illustration, each Active Sharer's My Wallet (see section 7.3.1) shall be deducted by Actual Crowd Share Amount of RM40 and is less than the Monthly Crowd Share Limit of RM50.

- (iv) In the event where the total Actual Crowd Share Amount is more than the Monthly Crowd Share Limit of RM50, the Actual Crowd Share Amount shall be capped at RM50 and the balance unshared amount of RM10,000 shall be carried forward to next month as depicted below:

Illustration 2:

Monthly Crowd Share Limit of RM50

Total Medical Bills Eligible for Crowd Sharing: RM60,000

Number of Active Sharers: 1,000

Actual Crowd Share Amount per Active Sharer: RM50

Amount unshared:  $RM60,000 - RM50,000 = RM10,000$

## **5.2. Annual Participation Fee and other Dues**

An annual participation fee of RM360 shall be payable and collected from each Sharer upon signing up; and 30 days before the anniversary date of each annual renewal.

Annual Participation Fee is collected to defray the administrative expenses of administering this Program.

Life Engineering may from time to time vary the Annual Participation Fee and/or impose additional charges, as and when it deemed fit and appropriate.

## **5.3. Method of Collecting Sharing Deposit, Actual Crowd Share Amount, and other Dues**

### **5.3.1. Sharer's Wallet ("My Wallet")**

- (i) Each Sharer shall have a My Wallet to keep track of available credits.

- (ii) The credits shall be usable for payment of Actual Crowd Share Amount and other in-App purchases.
- (iii) During the initial stage of Sharer sign up, the Sharer is required to register his Credit Card/Debit Card and provide consent for the Company for the use of his Credit Card for his commitment is the crowd share or any other purchases or to top up their My Wallet.
- (iv) An in-App message will be sent to the Sharer upon completion of each transaction.
- (v) All funds in My Wallet will be kept in a Trustee Account.

#### **5.3.2. Sharing Deposit and collection**

- (i) During sign up and at all time, Sharer is required to place and maintain a Sharing Deposit in his My Wallet.
- (ii) The Sharing Deposit is determined as two times the Monthly Crowd Share Limit. Life Engineering reserves the right to revised the amount.
- (iii) If at any one point Sharing Deposit is lower than the Monthly Crowd Share Limit, the Sharer's Credit Card/Debit Card shall be debited with an amount required to bring the balance to the Sharing Deposit.

#### **5.4. Transaction Fees and Taxes**

Each Sharer is required to bear any fees incurred for the crowd sharing contributions including payment gateway charges and any applicable taxes at the prevailing rates as may be prescribed by the Government of Malaysia such as Service Tax.

Project LE will absorb the transaction fee and Service Tax arising from the collection of Annual Participation Fee, if any.

#### **5.5. Incentives and Rewards for Sharer**

For the purpose of encouraging participation in this Program and the living of a healthy lifestyle, the Administrator may at its own discretion provide incentive and reward based as motivation to a Sharer in a form of reduced or exempted Actual Crowd Share Amount or Annual Participation Fee or such other form as may be deemed appropriate by the Administrator from time to time.

## 6. SHARER MEDICAL EXPENSES

### 6.1. Medical Expenses Eligible for Sharing

Medical Expenses are Reasonable and Customary Charges incurred by a Sharer while hospitalised as an Inpatient (“**Hospitalisation**”) for Medical Necessary Treatments of his Sickness provided by or under the direction of a Panel Hospital.

We are not an insurance scheme. The Program’s objective is to help the Sharers to address their medical costs through facilitating crowd sharing among themselves.

Hence, at initial launch, we are fairly open in terms of types and amount of medical bills submitted for crowd sharing to keep the process simple. As an Administrator, we, nevertheless and in the best interest of the Project LE community, reserve our rights to vary the amount of items crowd shared as we deem fit. Our decision shall be final.

The Administrator has also established a strategic partnership with an established third party Professional Medical Auditor to administer the entire hospitalisation and claim process for the program.

The following Medical Expenses are eligible for sharing under this Program subject to the limitation and restrictions set out in this Program Guideline (“**Eligible Medical Expenses**”):

#### 6.1.1. Hospital Room and Board

Medical Expenses for hospital room accommodation and meals during Hospitalisation, subject to a maximum of RM150.00 per day not exceeding the maximum of 120 days for each Sharing Year. By default a four-bed room shall be chosen and subject to the cap of RM150 per night. Sharer shall pay the balance above RM150. Sharer shall not be allowed to choose better room type than a four-bed one unless they are fully occupied or not available.

**6.1.2. Intensive Care Unit**

Medical Expenses for actual room and board incurred in the Intensive Care Unit of the Hospital.

**6.1.3. Ambulance Fees**

Medical Expenses for ambulance services (inclusive of attendant) to and/or from the Hospital for up to RM250.

**6.1.4. Hospital Supplies and Services**

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.

**6.1.5. Surgical Fees**

Medical Expenses for surgery performed by a Specialist.

**6.1.6. Operating Theatre Fees**

Medical Expenses for the use of the operating room and equipment incidental to the surgical procedure.

**6.1.7. Anaesthetist Fees**

Medical Expenses for the administration of anaesthesia by an anaesthetist.

**6.1.8. In-Hospital Doctor Visit**

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.

**6.1.9. Day Surgery**

As charged

**6.1.10. Outpatient Cancer Treatment**

Chemotherapy and Electrotherapy treatment up to RM30,000 annually

**6.1.11. Second Surgical Opinion**

Once, as charged for advice received 60 days preceding to confinement/admission.

**6.1.12. Malaysian Goods and Services Tax**

The prevailing Malaysian Goods and Services Tax as charged on the Medical Expenses set out in Section 8.1.

**6.2. Non-Eligible Medical Expenses**

It is not possible to share all Medical Expenses of the Sharers as each Sharer has only limited resources to contribute to the Share Pool. The following Medical Expenses or those arising (whether directly or indirectly) from any one of the following Treatments and/or Disability are not eligible for sharing under this Program and the following list may be revised by the Administrator from time to time:

**6.2.1. Pre-Hospital Diagnostic Test****6.2.2. Pre-Hospital Specialist Consultation****6.2.3. Post-hospitalisation Treatment****6.2.4. Organ Transplant****6.2.5. Outpatient Kidney Dialysis Treatment**

**6.2.6. Abortion.** Treatments in connection with an abortion unless the physical life of the mother is endangered by the continued pregnancy and that treatment via a cesarean section has been determined by a neonatologist to be inadvisable.

**6.2.7. Air Travel.** 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.

**6.2.8. Alcohol/Drugs.** Treatments for a Disability which occurred as a result of that Sharer's abuse and/or use of alcohol or drugs/pharmaceuticals, including drug and/or alcohol rehabilitation treatment.

**6.2.9. Alternative Treatments.** Acupuncture, acupressure, aromatherapy, bone setting, chiropractic, herbalist treatment, hyperbaric oxygen therapy, massage, osteopathy, reflexology and other alternative treatment.

**6.2.10. Circumcision.** Any circumcision.

**6.2.11. Cosmetic Surgery.** 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.

- 6.2.12. Complications of Non-Eligible Treatments.** Treatments required as a result of complications from a Treatment or a Disability not eligible for sharing.
- 6.2.13. Congenital or Hereditary Disease.** Treatments for congenital or hereditary diseases, deformities and disabilities e.g. childhood hernias, clubfoot, VSD, ASD, Thalassemia etc.
- 6.2.14. Custodial Care.** 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.
- 6.2.15. Dental.** 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.
- 6.2.16. Durable Medical Equipment.** 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.
- 6.2.17. Emergency Room Charges when not an Emergency.** When 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.
- 6.2.18. Exercise Programs.** Exercise programs as Treatment of any Disability except for Doctor supervised cardiac rehabilitation and or Inpatient physical therapy.
- 6.2.19. Experimental, Investigational, Unproven or Unapproved Treatments.** Treatments that are experimental, investigational or unproven, or that has not according to accepted professional standards or that is illegal under Malaysian law.
- 6.2.20. Eye Care.** 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.

- 6.2.21. Gross Negligent Acts.** Treatments for a Disability as to which the Sharer 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.
- 6.2.22. Hair Loss.** Treatments for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Doctor.
- 6.2.23. Hearing Aids and Exams.** Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.
- 6.2.24. Hazardous Hobbies.** 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.
- 6.2.25. Illegal acts.** 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.
- 6.2.26. Impotence.** Treatments for impotence.
- 6.2.27. Infertility.** Diagnostic, surgical repair, non-surgical repair, surgical impregnation and prescription drugs for the treatment of infertility.
- 6.2.28. Mental Health Treatments.** Psychiatric or psychological counselling, mental or nervous disability, learning disability, bereavement counselling, biofeedback therapy, psychological testing, treatment, medication and hospitalisation.
- 6.2.29. Miscellaneous Treatments.** 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.
- 6.2.30. No Obligation to Pay.** Medical Expenses for which the Sharer has no legal obligation to pay.
- 6.2.31. Non-Prescribed Medical supplies and Equipment.** 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.

- 6.2.32. Non-Panel Hospital.** Treatments provided by or under the direction of a Non-Panel Hospital.
- 6.2.33. Non-Medically Necessary Treatments.** Treatment that does not meet the criteria of a Medically Necessary Treatment or is not specified as a Medically Necessary Treatment, or Treatment not recommended and approved by a Doctor; or Treatment when the Sharer is not under the regular care of a Doctor.
- 6.2.34. Non-Reasonable and Customary Charges.** Charges for Treatments in excess of the Fair and Reasonable Charges based upon the determination of the Administrator in accordance with this Program Guideline. See Section 9.3.1 for further details.
- 6.2.35. Organ Transplant.** 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.
- 6.2.36. Outpatient Treatments.** Any Treatments received by an Outpatient that are not related to an Inpatient treatment.
- 6.2.37. Personal Comfort Items.** 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.
- 6.2.38. Pregnancy and Maternity.** Treatments relating to pregnancy including childbirth, miscarriage, surrogacy, pre and post natal care and surgical except for miscarriage due to Accident.
- 6.2.39. Pre-Existing Conditions.** Medical Expenses for Pre-Existing Conditions incurred See Section 8.4.4 for further details.
- 6.2.40. Professional Racing or Competitive Events.** 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.
- 6.2.41. Radiation.** Treatments for effects from radiation or contamination by radioactivity from any source.

- 6.2.42. Replacement braces.** Replacement of braces of the leg, arm, back, neck, unless there is sufficient change in the Sharer's physical condition to make the original device no longer functional.
- 6.2.43. Routine and Preventive Care** – including, but not limited to, all well-patient care and screening tests and procedures, such as:
- (i) physicals immunizations and vaccinations;
  - (ii) blood and topical allergy testing;
  - (iii) lab studies;
  - (iv) PET scan;
  - (v) screening mammograms;
  - (vi) screening colonoscopy;
  - (vii) genetic testing;
  - (viii) prophylactic and preventive surgery without personal history of diagnosis and Doctor's recommendation; and
  - (ix) Routine physical examination, health check-ups or tests not incident to treatment or diagnosis of a Disability.
- 6.2.44. Self-Inflicted Injuries.** Treatments due to suicide, attempted suicide or intentionally self-inflicted Disability, while sane or insane.
- 6.2.45. Sex Changes.** Treatment for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.
- 6.2.46. Surgical Sterilisation or Reversal.** Treatments for, or reversal of, surgical sterilisation, including vasectomy and tubal ligation or contraceptive medications and devices.
- 6.2.47. Transportation.** Charges resulting from transportation by ambulance for Disability that will not seriously jeopardise the Sharer's health or life are not eligible for sharing. Also, the additional expense for transportation to a Panel Hospital that is not the nearest Panel Hospital capable of providing Medically Necessary Treatment is not eligible for sharing.
- 6.2.48. Travel or Accommodations.** Charges for travel or accommodations, whether or not recommended by a Doctor.
- 6.2.49. Treatments by Relative.** Treatments performed by a person who ordinarily resides in the Sharer's home or is related to the Sharer as a spouse, parent, child, sibling, whether the relationship is by blood or exists in law.

6.2.50. **Venereal Disease, AIDS and AIDS Related Complex, HIV related Disability.** Exceptions include innocent transmission via transfusion, rape, work-related needle stick or sex within marriage.

6.2.51. **Waiting Period.** Medical Expenses incurred during Waiting Period. See Section 8.4.3 for further information.

6.2.52. **War.** Any Medical Expenses incurred that is due to any declared or undeclared act of war, military activity, riot, rebellions, insurrection, civil commotion, explosion of war weapons, terrorism related activity, nuclear war, biological and chemical warfare/activities.

#### 6.2.53. **Speech and Occupational Therapy**

#### 6.2.54. **Any types of Implants**

The Administrator reserves the right to review admission request and invoices submitted by Panel Hospital or Sharer for sharing, and with the assistance from the PMA to accept or decline payment of Medical Expenses deemed not eligible under the Program Guideline.

### 6.3. **Bereavement Payment**

In the event a Sharer dies due to whatever reasons, a bereavement payment sum of an initial limit of RM5,000 is to be provided for the Sharer'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 joining as a Sharer. The Bereavement Payment limit shall reset to the initial limit of RM5,000 if a Sharer withdraws and re-joins later.

For bereavement payment, Sharer's next of kin must inform Project LE, provide the death certificate of the deceased Sharer as well as complete necessary forms. Project LE will only pay the bereavement payment upon being satisfied with the identity or legal standing of the beneficiaries.

### 6.4. **Sharing Limitation and Restriction**

The Administrator is acutely aware that it is impossible to share all Medical Expenses of the Sharers as each Sharer has only limited resources to contribute to the Share Pool. The sustainability of this Program is dependable on conservation of these limited resources by utilising the Share Pool providently and implementing necessary measures to reduce the abuse or misused of the Share Pool. To achieve the above, the following limitation and restriction on the sharing the Eligible Medical Expenses are imposed:

#### 6.4.1. **Reasonable and Customary Charges**

In furtherance of the shared beliefs of all Sharers, it is the duty of the Administrator to assist Sharers to manage, control and direct their individual

healthcare and the costs of that care. This includes the right of the Administrator to protect the Program from sharing Medical Expenses submitted by a Sharer or the Panel Hospital that are not Reasonable and Customary Charges. The Administrator reserves the right, on behalf and for the benefit of all Sharers, to determine what part of the Medical Expenses are unreasonable or uncustomary, under the advice of the PMA and to exclude such amount that is in excess of the Reasonable and Customary Charges from sharing.

#### **6.4.2. Medical Expenses Sharing Limit**

In order to both provide for the medical needs of a Sharer and avoid burdensome monthly Share beyond the ability of Sharers to contribute, financial limits to sharing of Eligible Medical Expenses are required to be in place to ensure a fair utilisation of the Share Pool:

##### **(i) Minimum Sharing Amount**

Once accepted and approved by PMA, all Eligible Medical Expenses will be eligible for sharing. No minimum is set at this point.

##### **(ii) Annual Sharing Limit**

Initial limit on the Medical Expenses eligible for sharing is RM1,000,000. This limit will be renewed every 12 months with an increase of RM200,000.

Chemotherapy and Electrotherapy eligible for sharing is RM30,000 which is excluded from the limit of Rm1,000,000 above whereby it is an outpatient treatment.

As an Administrator, we, nevertheless and in the best interest of the Project LE Community, reserve our rights to vary the amount of items crowd shared as we deem fit. Our decision shall be final.

#### **6.4.3. Eligibility Date, Deferred Period and Waiting Period**

(i) Only Eligible Medical Expenses incurred on or after the Eligibility Date is eligible for sharing. The Eligibility Date, in relation to a Sharer, shall be after the Deferred Period defined in Section 1.3.5.

(ii) The period between the Enrolment Date and the Eligibility Date where the Sharer must wait before he is eligible to share his Medical Expenses under this Program shall be known as the “**Deferred Period**”. The purpose of such Deferred Period is to prevent any abuse of the Program by those seeking to join the Program when they know they are likely to receive a Treatment in the near future.

(iii) Each new Sharer shall observe a period of 60 days “Deferred Period” from date of joining (upon payment of items mentioned in section 1.3.1) whereby he cannot seek medical help from the Panel Hospital

under the Program. He also is not required to contribute to the Actual Crowd Share Amount during this Period.

- (iv) In the case of a Sharer rejoins the Program after withdrawal from the program, a Sharer is considered as a new Sharer defined in Section 7.4.3 (iii).
- (v) The Deferred Period is set up to ensure we have the right and better community in the long run. During the Deferred Period, each Sharer can seek emergency medical helps due to persona accident injury (except those which fall within the activities mentioned in Section 7.2 herein) and request for sharing of his or her medical costs up to a sum not more than RM5,000 in total during the Deferred Period. Upon expiry of the Deferred Period, the Sharer's status will be changed to "Active" whereby she can begin to seek medical help from the Panel Hospital under the Program and is required to contribute to the Actual Crowd Share Amount when necessary.

Notwithstanding that, all new Active Sharers shall further observe another period of 120 days from date of becoming an Active Sharer or 180 days from date of joining (upon full payment of the Sharing Deposit and Annual Participation Fee). ("Specific Deferred Period") whereby there is a list of Specific Illnesses ("Specific Illnesses) in Section 7.4.3 (vi) Sharing Limitation and Restriction of which any medical expenses related to these Specific Illnesses are not eligible for crowd sharing.

- (vi) Specific Illnesses that are not eligible for medical expenses crowd sharing under Section 1.3.6 are:
  - a) Hypertension, diabetesmellitus or cardiovascular disease;
  - b) Growths of any kind including tumours, cancers, cysts, nodules, polyps;
  - c) Stones of the urinary system and biliary system;
  - d) Any disease of the ear, nose (including sinuses) or throat;
  - e) Hernias, haemorrhoids, fistulae, hydrocele or varicocele;
  - f) Any disease of the reproductive system including endometriosis;
  - g) Any disorders of the spine (including a slipped disc) or any knee conditions and;
  - h) Critical Illnesses:
    - 1) Stroke
    - 2) Heart Attack
    - 3) Kidney Failure
    - 4) Cancer
    - 5) Coronary Artery By-Pass Surgery

- 6) Serious Coronary Artery Disease
- 7) Angioplasty and other Invasive Treatments for Coronary Artery Disease
- 8) End-Stage Liver Failure
- 9) Fulminant Viral Hepatitis
- 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 Asplastic Anemia
- 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

#### **6.4.4. Pre-Existing Condition**

- (i) Pre-Existing Condition shall mean any Disability that a Sharer has reasonable knowledge of, prior to the Eligibility Date. A Sharer may be considered to have reasonable knowledge of the Pre-Existing Condition where the condition is one for which:
  - a) the Sharer had received or is receiving Treatment;

- b) Treatment has been recommended;
  - c) clear and distinct symptoms are or were evident; or
  - d) its existence would have been apparent to a reasonable person in the circumstances.
- (ii) Medical Expenses incurred by a Sharer 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.
- (iii) A Sharer is required to disclose any Pre-Existing Conditions to the Administrator during the signing up process. Failure to fully disclose information pertaining to his Pre-existing Condition at the time of signing up is a material violation of the shared trust between the Sharers and may subject the Sharers to disqualification from the Program pursuant to Section 3.6.
- (iv) During the Deferred Period, if the Sharer is admitted for hospitalisation or seeks treatment at hospitals on Pre-Existing Conditions, or otherwise is found to possess any Pre-Existing Conditions the said Sharer shall lose his or her eligibility as a Sharer and his or her participation shall be terminated. All deposits of the Sharer shall be forfeited and be used towards crowd sharing of the community.
- (v) Medical Expenses incurred and submitted for sharing within the first 90 days of 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 results or other relevant medical history information.

#### **6.4.5. Panel Hospital**

Medical Expenses incurred at non-Panel Hospital are not eligible for sharing. Please refer to the list of Panel Hospital in the App link or on our web page.

### **6.5. Hospital Admission and Submission of Medical Expenses for Crowd Sharing**

- 6.5.1. Sharer must seek medical treatment from Panel Hospitals only.
- 6.5.2. Sharer presents Project LE and our PMA Identification to the Panel Hospital for pre authorisation on the proposed Treatment.
- 6.5.3. The Panel Hospital notifies the PMA of any hospital admission and the proposed Treatment and obtain necessary approval for admission. Once

approved, PMA will issue Guarantee Letter and Top-Up Guarantee Letter If necessary.

- 6.5.4. Prior to discharge, the Panel Hospital sends the bill of the Medical Expenses directly to the PMA.
- 6.5.5. The PMA receives and processes the Medical Expenses for sharing eligibility and discount.
- 6.5.6. When a sharer is discharged, a Final Guarantee Letter (“**Final Guarantee Letter**”) shall be issued by PMA on Project LE’s behalf to the Provider.
- 6.5.7. The said Provider shall issue PMA an invoice based on the said Guarantee Letter, of which later PMA shall forward to us for payment. The Administrator shall pay the Eligible Medical Expenses to the Provider via PMA from its own temporary medical fund before claiming reimbursement from the Trust Account.
- 6.5.8. The total amount of all Final Guarantee Letters as of the Monthly Cut-Off Date shall be collated and crowd shared among the total eligible Sharers as at the Monthly Cut-Off Date. An Actual Crowd Share Amount per Sharer is determined through the calculation stipulated in Section 7.1.2.
- 6.5.9. The Appointed Trustee shall be notified on the total amount committed. The Actual Crowd Share Amount is deducted from the Sharing Deposit for each Sharer. If the balance of the Sharing Deposit is less than or equal to RM50, the Sharer’s debit/credit card shall be debited with necessary amount to bring the Sharing Deposit to RM100.
- 6.5.10. 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 paid accordingly to the Administrator.

## 6.6. The Program is Secondary to other Sources

- 6.6.1. If the Medical Expenses of a Sharer are simultaneously covered or under the responsibility of another insurance type arrangement or third party liability (party responsible for causing the Disability), the Sharer is encouraged to claim his Medical Expenses from such insurer or third party (“**Primary Responsible Party**”) rather than submitting the Medical Expenses to the Program for sharing. Conditions may be imposed by the Administrator on the sharing of Medical Expenses in such circumstances.
- 6.6.2. If a Sharer suffers an injury and a Primary Responsible Party refuses to pay unless legal remedies are pursued, the Sharer must pursue his legal

remedies. The Administrator, on behalf and for the benefit of all Sharers, will be subrogated to any and all rights and remedies that a Sharer has against any Primary Responsible Party to the extent of such shared Medical Expenses and shall be entitled to sue on behalf of such Sharer to recover the shared Medical Expenses from the Primary Responsible Party. The Sharer shall give or cause to be given to the Administrator all such cooperation and assistance as required by the Administrator to determine whether such shared Medical Expenses are payable by the Primary Responsible Party and to secure the rights and remedies. The Sharer shall also at the Administrator's request, execute or caused to be executed all documents necessary to enable the Administrator to effectively bring the suit. If the Sharer does not cooperate fully and assist the Administrator, the Medical Expenses will not be eligible for sharing under this Program and shall refund all shared Medical Expenses paid for the Sharer.

- 6.6.3. Any amount paid by the Primary Responsibility Party will not be shared. If the Medical Expenses are shared in the Program and later voluntarily reimbursed by a Primary Responsible Party or compensated by Primary Responsible Party in settlement, judgment or other award or recovery, such reimbursement or compensation (to the extent they fairly represent compensation for the shared Medical Expenses) must be returned by the Sharer to the Share Pool immediately for future sharing.

## **7. GOVERNING AND DECISION MAKING**

### **7.1. Program Guideline**

This Program is governed and regulated by this Program Guideline. The Administrator is responsible to formulate and enforce the Program Guideline. By becoming a participant of the Program, Sharer agrees to adhere to the Program Guideline. The Program Guideline current at the time of service shall govern the Program, not the Program Guideline in effect when a Sharer joined this Program. The Program Guideline is final and will overrule any verbal statement made by employees or representatives of the Administrator.

### **7.2. Amending the Program Guideline**

The Program Guideline may be amended from time to time as circumstances require and as determined to be appropriate by the Administrator. The Administrator has the option, at its full discretion, of first taking an advisory vote among, or feedbacks recommendation from, Sharers prior to making such amendments. Amendments to the Program Guideline will go into effect as soon as is administratively practical or as otherwise designated by the Administrator ("**Effective Date**") and such amended Program Guideline shall supersede all other editions of the Program Guideline and any other communication, written or verbal.

For the avoidance of doubt, Medical Expenses submitted to the Administrator for sharing after the Effective Date will be subject to the amendments of the Program Guideline, regardless of when the Medical Expenses are incurred.

The latest Program Guideline can be accessed via the link in the App. It is the Sharer's responsibility to refer and refresh on the Program Guideline from time to time.

### **7.3. Dispute Resolutions and Appeal**

This Program is a crowd-based effort where its participants voluntarily come together to support, care and assist each other in a mutually beneficial way. Such a shared responsible program may not be successfully implemented without its participants understanding and adhering strictly to this Program Guideline. As such, it is important that in the event any question, issue, complaint, claim, dispute or disagreement arising out of, or related to, this Program or the Program Guideline (particularly on the interpretation of any provision of this Program Guideline) ("**Dispute**") occurs, a methodology for determining and addressing the Dispute must be made available. By agreeing to participate in this Program, a Sharer agrees that any Dispute he may have with or against one another, this Program, the Administrators and/or its directors, employees, representatives and associates, will be settled using the following procedures, and only as a course of last resort.

#### **7.3.1. Determining the Dispute**

Any Dispute can be referred to the Administrator for determination. Sharers may contact the Administrator's service representatives. Please refer to our website at [www.lifeengineering.my](http://www.lifeengineering.my) for the contact information.

Although the Service Representatives are trained to be forthright in telephone conversations and social media platform, routine responses via emails and social media apps, and oral opinions offered by them do not constitute binding decisions of the Administrator. Sharers who call to inform the Service Representatives of their circumstances in order to determine a Dispute will be given an opinion—not a binding decision. Formal enquiries by Sharer in writing explaining circumstances and specifically seeking a binding decision from the Administrator ("**Decision**") will be answered in writing and will explicitly indicate if it is a decision that will bind the Administrator and the Program.

#### **7.3.2. Review by Appeal Committee**

If a Sharer is not satisfied with the Decision and has logical reasons to believe that the Decision is incorrectly made, the Sharer may file an appeal for review and reconsideration to the Program's appeal committee ("**Appeal Committee**"). The appeal for a review must be made within 30 days from the day the Decision was made and must be in writing, stating the elements of the Dispute and all the relevant facts.

Importantly, the appeal shall address all of the following, where applicable:

- (i) What information does the Administrator has that is either incomplete or incorrect?
- (ii) How do you believe the Administrator has misinterpreted the information already on hand?
- (iii) What provision in the Program Guideline do you believe the Administrator has misapplied or misinterpreted?

If required, the Internal Appeal Committee may call for a meeting with the appellant to discuss and/or require the appellant to furnish further documents or commence further investigation.

Within 30 days from the appeal or such other longer time as shall be required, the Appeal Committee will deliberate on the Dispute and initial Decision and render a written decision to the Sharer. The Appeal Committee's Decision will final and be binding on both the Administrator and the Sharer.

The Administrator reserves the right to impose an appeal fee payable by the Sharer.

#### **7.3.3. Decision made by the Appeal Committee is final and binding**

In the interest of this Program, Sharers agree that the above methods of resolving Dispute shall be the sole remedy for any Dispute and expressly waive his right to file a lawsuit in any civil court against one another, the Administrator and/or its directors, employees, associates or representatives, for such Disputes.

#### **7.3.4. Applicable Law**

For all matters of procedure and substance regarding any Dispute that comes within these above requirements, the laws of Malaysia shall govern.

### **7.4. Alternative Avenue to present Non-Eligible Medical Expenses**

7.4.1. Nearly all Medical Expenses can be determined to be shareable or not in accordance with this Program Guideline. In matters where this Program Guideline may not provide absolute clarity, the Administrator can usually determine whether the Medical Expenses should be shared according to procedure and precedent.

7.4.2. If a Sharer believes the Administrator is misinterpreting this Program Guideline or his circumstances, the aggrieved Sharer may seek reconsideration through the appeal procedure outlined above. Regardless of the appeal's outcome, the existence of this appeal procedure should not be interpreted as creating any expectation of sharing or a legally enforceable

right since there are no contractual rights of sharing under this Program Guideline. Rather, the procedure is a method by which Sharers can be sure that the Administrator is sharing the Medical Expenses according to this Program Guideline.

- 7.4.3. Request for sharing of the Non-Eligible Medical Expenses submitted via Compassionate Sharing will be evaluated on such criteria as the extent of the financial burden to the Sharer, the availability of assistance from other sources, the degree to which the Medical Expenses was avoidable, and the number of other pending requests.
- 7.4.4. The Administrator may at his absolute discretion select and determine one or more of these Non Eligible Medical Expenses to be shared via Compassionate Sharing whereby other Sharers may contribute (but not obliged to) any amount of their own choosing in addition to their regular Actual Crowd Share Amount to assist those Sharers with Non-Eligible Medical Expenses. The contributions made by other Sharers via Compassionate Sharing is entirely voluntary and will be shared proportionately among all the Non-Eligible Medical Expenses if the total contributions could not cover the total Non Eligible Medical Expenses requested for sharing. For the purpose of this Section, the Administrator may with the prior consent of the Sharer, publish such information or documents for the viewing of the other Sharers to make an informed decision to contribute additional contribution via the Compassionate Sharing.

## **8. ACCOUNTABILITY, IMPARTIALITY AND INTEGRITY**

Accountability, impartiality and integrity are vital concepts of this Program in order to build trust. The Administrator takes its responsibility as the administrator of this Program seriously and endeavours to provide a safe and reliable platform deserving the trust of the Sharers. The following principles and measures are implemented by the Administrator to ensure this Program operates with full accountability, impartiality and integrity:

### **8.1. Sharing Deposit Pool maintained separately in Trust Account**

The Sharing Deposit Pool does not belong to the Administrator and are maintained separately from the Administrator's operating account. The Sharing Deposit Pool is deposited directly into the Trust Account maintained with one or more licensed financial institution in Malaysia held by the Administrator and managed by the Appointed Trustee. For Shariah Compliant, the Sharing Deposit must be placed under an Islamic Banking account. The Administrator acts as the escrow agent for the Sharers to utilise the Sharing Deposit Pool for the sole purpose of paying eligible Medical Expenses according to this Program Guideline. The Share Pool is merely held on trust by the Administrator and shall not be invested by the Administrator in any non approved investments. In the event, with the consent from the Administrator, the Trustee may place part of the Sharing Deposit Pool under Islamic Fixed Deposit. Return from the placement is an "ujrah" to the administrator and shall be used for any platform expenses.

### **8.2. Proper Use**

Trust works both ways between Sharers and the Administrator. The Administrator ensures the Program is administered according to this Program Guideline and in return Sharers fulfill their pledge to contribute to their Monthly Crowd Share Limit, when required. The Administrator also tracks and ensures Sharers contribute their

Actual Crowd Share Amount accordingly. The Administrator uses the latest technology to verify medical information and to be certain that the monies paid out of the Share Pool to Hospitals are exclusively for Eligible Medical Expenses only.

**8.3. Impartiality of the Administrator**

The Administrator does not gain financially by determining Medical Expenses are ineligible for sharing among the Sharers. The Administrator impartially carries out the wishes of the Sharers as expressed in this Program Guideline.

**8.4. Trust Account to be Audited**

To promote better safeguard of the Sharing Deposit Pool, the Administrator shall keep or cause to be kept proper books or accounts in relation to the Trust Account including all receipts and disbursements thereof. The Trust Account shall be audited at the end of each financial year by an independent recognised audit firm with experience in auditing such account (“**Auditor**”) to ensure proper utilisation of the Share Pool according to this Program Guideline. The Auditor’s report will be published on the Program’s website for Sharer’s viewing within 6 months from the end of each financial year.

**8.5. Internal Control Procedures**

To prevent conflict of interest and facilitate greater accountability in relation to this Program, the Administrator implements the following internal control procedures:

**8.5.1. Segregation of duties to reduce the likelihood or errors and irregularities**

An employee shall not have overlapping responsibilities on these four transaction components: recruitment, record keeping, custody, authorisation. For example:

- (i) employees who recruits Sharers and process Sharers’ application do not authorise the sharing of Eligible Medical Expenses;
- (ii) employees who record the receipt of monies in the Share Pool do not have custody over the Share Pool.
- (iii) employees who process and record Eligible Medical Expenses do not authorise the sharing of the Eligible Medical Expenses;
- (iv) Employees who authorise sharing of Eligible Medical Expenses do not reconcile the Trust Account; and
- (v) Employees who authorise the sharing of a Eligible Medical Expenses do not sit on the Appeal Committee.

Such segregation detects errors in a timely manner and deters improper activities, and at the same time, it should be devised to prompt operational efficiency and allow for effective communications.

**8.5.2. Documentation and Record Retention**

Documents, information and records obtained by the Administrator in the course of administering this Program are to be maintained, used, controlled

or properly disposed of in accordance with the established procedures and the Privacy Policy. This is to provide reasonable assurance that all information and transactions of value are accurately recorded and retained in a proper manner.

These internal control procedures will be reviewed by the Auditor annually for its effectiveness and to identify any control inadequacies and to provide recommendation for improvement of such measures, where necessary for the Administrator's consideration.

#### 8.6. **Independent Board of Directors**

The Administrator's board of directors ("**Board**") is the final authority that oversees the administration and operation of this Program. In accordance with good governance practices, independent director(s) shall be appointed to the Board to ensure a check and balance system is in place.

## 9. **DEFINITIONS OF TERMS**

For the purpose of the Program Guideline, the following words or expressions, wherever mentioned in this Program Guideline, shall have the following meanings unless otherwise stated.

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

**"Actual Crowd Share Amount"** means, in relation of a Sharer, the actual amount of Share to be contributed by a Sharer for a particular month to meet the total Eligible Medical Expenses submitted for sharing during the particular month, in which event shall not be more than the Sharer's Monthly Crowd Share Limit.

**"Administrator"** means Crowd Care Sdn, Bhd (Company No. 1189764-X), being an private limited company established in Malaysia for the purpose of accomplishing Project LE and administering the programs launched under Project LE including this Program.

**"Annual Sharing Limit"** means an amount to be set from time to time being the maximum aggregate of Eligible Medical Expenses that can be shared per Sharer during any Sharing Year. Currently the limit is zero.

**"Apps"** means the mobile application software developed and maintained by the Developer for the purpose administering online based crowd caring and sharing programs launched under Project LE.

**“Auditor”** means an independent and internationally recognised audit firm with experience in auditing similar accounts that of the Trust Account appointed by the Administrator to, inter alia, audit the Trust Account for proper utilisation of the Share Pool according to the Program Guideline.

**“Deferred Period”** means a period between the Enrollment Date and the Eligibility Date where the Sharer must wait before he is eligible to share his Medical Expenses under this Program.

**“Dependent”** means a person below the age of 18 who (i) is a spouse, sibling, child (natural born or legally adopted) or the legal dependent of a Guardian and (ii) intends to participate in this Program with the consent of the Guardian.

**“Disability”** means an illness or the entire injury arising out of a single or continuous series of causes.

**“Doctor”** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering his service, is practising within the scope of his licensing and training in the geographical area of practice.

**“Eligibility Date”** means, in relation to a Sharer, the first day of the month after a 2-months period from the date of the Enrollment Date, being the date of commencement of such Sharer’s eligibility to share his Medical Expenses according to the Program Guideline.

**“Eligible Medical Expenses”** means the Medical Expenses determined to be eligible for sharing according to the Program Guideline subject to the limitation and restriction therein.

**“Enrollment Date”** means, in relation to a Sharer, the date on which such Sharer signs up the Program via the Apps.

**“Trust Account”** means the Trust Account maintained with one or more licensed financial institution in Malaysia and held by the Administrator as an escrow agent on which the Share Pool is deposited into by Sharers according to the Program Guideline.

**“Guardian”** means a Sharer (other than a Dependent) who assumes the financial responsibility of its Dependent under this Program.

**“Hospital”** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured person as paying Inpatient, and which:

- (a) has facilities for diagnosis and major surgery;
- (b) provides 24 hour a day nursing services by registered and graduate nurses;
- (c) is under the supervision of a Doctor;

(d) 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.

**“Hospitalisation”** means admission to a Hospital as a registered Inpatient for a continuous period of at least 8 consecutive hours on Medically Necessary Treatment for a Disability upon recommendation of a Doctor.

**“Illness”** means any illness, sickness or disease, symptom or physical conditions marked by a pathological deviation from the normal healthy state.

**“Inpatient”** means a person who has been assigned to a hospital bed during his Hospitalisation, which is not in the Outpatient department of a Hospital. A person shall not be considered as an Inpatient if the person does not physically stay in the Hospital for the whole period of his Hospitalisation.

**“Injury”** means bodily injury caused solely by Accident.

**“LE Community”** means the community described in Section 1.1.1.

**“Medical Expenses”** means Reasonable and Customary Charges incurred by a Sharer while hospitalised as an Inpatient for Medically Necessary Treatment of his Disability provided by or under the direction of a Panel Hospital.

**“Medically Necessary Treatment”** means a Treatment ordered by a Doctor exercising prudent clinical judgment which is:

- (a) consistent with the diagnosis and customary medical treatment for a Disability;
- (b) clinically appropriate in terms of type, frequency, extent, site and duration for the Treatment of the Sharer’s Disability;
- (c) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; and
- (d) not for the convenience of the Sharer or the Doctor, and unable to be reasonably rendered out of hospital (if admitted as an Inpatient);
- (e) not of experimental, trial, investigational or research nature, preventive or screening nature; and
- (f) for which the charges are fair, reasonable and customary for the Disability.

The Administrator has the absolute discretionary authority to decide whether a Treatment is a Medically Necessary Treatment. To assist in such determination, the Administrator may refer to the Sharer’s medical records and other resources such as the findings of the Malaysian Medical Association or medical advisors chosen by the Administrator.

**“MMA Guidelines”** means the latest available schedule of fees or charges for various descriptions of Treatment which is provided by the Malaysia Medical Association for the guidance of the medical profession in Malaysia.

**“Monthly Crowd Share Limit”** means the amount of Share that a Sharer pledges to faithfully contribute each month to the Share Pool when required by the Administrator in accordance with the Program Guideline.

**“Non-Eligible Medical Expenses”** means Medical Expenses that do not meet the requirement of Eligible Medical Expenses and are not eligible to be shared according to the Program Guideline.

**“Official Website”** means the website of the Project LE at [www.lifeengineering.my](http://www.lifeengineering.my).

**“Outpatient”** means a person who is receiving Treatments without Hospitalisation.

**“Panel Hospital”** means any Hospital that is enlisted by the Administrator as the Program’s panel of hospitals for a Sharer to receive Treatment.

**“Pre-Existing Condition”** means any Disability that a Sharer has reasonable knowledge of, prior to the Eligibility Date. A Sharer may be considered to have reasonable knowledge of the Pre-Existing Condition where the condition is one for which:

- (a) the Sharer had received or is receiving Treatment;
- (b) Treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

**“Program”** means this medical cost sharing program administered by the Administrator according to the Program Guideline.

This Program is governed and regulated by the Program Guideline. The Administrator is responsible to formulate and enforce the Program Guideline

**“Program Guideline”** means this documentation that describes the rules and regulation of this Program.

**“Project LE”** means the Life Engineering initiative aimed at mobilising crowd effort to engineer positive social impact in the wellbeing and quality of life as described in Section 1.1.1.

**“Reasonable and Customary Charges”** shall mean charges or expenses for Medically Necessary Treatment which is considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the

locality where the charge is incurred, when furnishing like or comparable Treatment to individual of the same gender and of comparable age for a similar Disability and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Sharer's medical condition. Such charges are also consistent with and at the same level as those recommended in the MMA Guidelines.

**"Treatments"** means medical treatments, services, procedures, care, investigations, diagnosis, consultation, medications, goods and/or supplies the provision of which is meant to diagnose, treat and/or improve a Disability of a Sharer.

**"Sharer"** means a person who participates in this Program according to the Program Guideline. Sharer who joined at before 25<sup>th</sup> April 2020 is classified under RM100 annual participation fee. Sharer who joined at or after 25<sup>th</sup> April 2020 required to pay RM360 annual participation fee.

**"Sharing Year"** means one year-period which starts on the Eligibility Date or the anniversary of the Eligibility Date;

**"Share"** means financial contributions (not including Annual Participation Fee or other dues) voluntarily given by a Sharer to share in another Sharer's Eligible Medical Expenses according to the Program Guideline;

**"Share Pool"** means the pool of Share collected and deposited into the Trust Account to be utilised for sharing of Eligible Medical Expenses according to the Program Guideline.

**"Submission"** means the act of submitting Medical Expenses in according to Section 7.5.

**"Specialist"** means a registered medical or dental practitioner qualified and licensed in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry.