



**Medical Cost-Sharing  
Community Program Guidelines  
FEBRUARY 2025**



# What is We Kongsi?

## The Better Way to Health Care

Keeping yourself and those you love healthy is of paramount importance. But navigating ways to get the best health care for you and your family can be intimidating and frustrating. Now more than ever, with skyrocketing healthcare expenses and unreliable providers, it has become increasingly challenging for Malaysians to get quality medical care and attention when they truly need it.

### **This is where We Kongsi comes in.**

We Kongsi is a membership-based Medical Cost-Sharing Community Program that helps individuals, families and businesses to secure more affordable and effective healthcare benefits without the limits and expense of traditional health insurance. Our mission is to empower and bring together like-minded individuals who voluntarily assist each other in meeting their health care decision-making and medical needs. Created for people who are committed to sharing, acting responsibly together and saving on their health care.

As an independent entity, We Kongsi is not an insurance or Takaful. We are administered by one of the healthcare services provided by Kita Kongsi Sdn Bhd. Members of our program remain responsible for paying their own healthcare costs. However, if these healthcare costs are deemed eligible to be shared (as outlined in the community's membership guidelines), the medical case will be brought to review by our appointed Third-Party Administrator (TPA) and the cost will be shared according to the agreed value upon assessment and approval.

The harsh reality of our healthcare landscape is becoming harder to sustain for many people. We Kongsi aims to change that with real action, money-saving resources and services that can help provide much-needed relief exactly when and where it is needed most. Our ultimate goal is to provide exceptional service to members of our community by lowering their health care costs and empowering them to lead healthier lives.

## Why We Kongsi?

The low rate of medical protection in Malaysia is caused by unhealthy behaviors. Even with more than 50% undiagnosed cases, the prevalence of illnesses like diabetes and hypertension among adults has been alarmingly high over the past decade. As a nation, we rank as one of the highest in obesity in Southeast Asia with the number continually rising each year.

When it comes to healthcare solutions, people typically have to pay out-of-pocket, use their medical card, or (if eligible) rely on getting care at government hospitals. Despite having one of the best subsidies for government hospitals, these facilities tend to be exhausted and overcrowded.

In emergency situations, time is of essence. And therefore, opting for immediate care at private medical facilities for faster treatment becomes a life-or-death decision. But sadly, not everyone is afforded this privilege. The cost of private healthcare is often unaffordable and inaccessible, forcing patients to seek assistance from family or depend on the generosity of public donations.

## The Real Solution to the Root Cause of Healthcare is Here

With We Kongsi, there's finally **a better way to take control of your health care expenses**. As administrators, our core aim is to facilitate access to various healthcare services in the most affordable means possible for members of our community.

Our platform brings together individuals like you, who are willing to share and save on their health care and those of other members in the community. We provide comprehensive resources, much like what you would expect from a typical healthcare coverage, but with so much more added benefits.

Members gain full accessibility to medical experiences and preventative care that not only address root causes, but also provide life-saving solutions. In other words, we are here to put the freedom and control of our health and paying for healthcare back in your hands.

# Our Partners

## Eximius Medical Administration Solutions Sdn Bhd (e-MAS)

As our official medical Third-Party Administrator (TPA), Eximius Medical Administration Solutions Sdn Bhd (e-MAS) provides support in administering the entire hospitalization process, including managing claims and overseeing health screening registrations.

A TPA is a company that provides operational services such as claims processing and employee benefits management under contract to another company. Insurance companies and self-insured companies often outsource their claims processing to third parties. In recent years, the types of programs outsourced to third parties have expanded and now often include the processing of employee retirement plans and even flexible spending accounts.

Medical TPA is a professional medical party that provides administrative services for self-funded health plans or in our case, medical cost-sharing programs, to help in the entire process from patient registration and screening to hospitalization and claims.

## Palladium Trustee

In order to ensure our Program runs smoothly, Palladium Trustee, a licensed company, is assigned to help manage the sharing contribution and funds of the Members in our community. The Trustee is also responsible for providing routine reports on the financial operations and actuarial status of the Program.

These routine reports are expected to be detailed and comprehensive, containing a substantial amount of information on the past and estimated future financial outlook for the operations of the Program. The reports are expected to fully and fairly present the current and projected financial condition of the Program based on the intermediate set of assumptions, which represents best estimates of future demographic, economic and Program-specific conditions.

## Curlec

For seamless and secure transactions, Curlec is our preferred payment service provider that enables online payments to be made with ease through various channels. Members can choose to pay via Direct Debit, FPX and MasterCard or Visa.

A trusted and reliable payment service provider, Curlec not only streamlines the payment process, but also promises secure transactions for our Members. Our partnership with Curlec provides convenient, hassle-free transactions that will enhance overall user experience.

## Afsha Shariah Advisory

To provide solutions that are ethical, socially-responsible, transparent and aligned with Shariah principles, We KongsI works closely with Afsha Shariah Advisory to ensure that our Program meets the highest standards of integrity and accountability.

Following our extensive collaboration and through expert guidance from leading Islamic scholars, our Members can be assured that our Program is administered and governed by the tenets of Shariah and the founding principles of the Muslim religion.

## Actuarial Team

There will always be some degree of uncertainty in any kind of funds investment plan or scheme. On top of managing and minimizing these risks, our partnership with an actuarial team aims to make certain that our Program's goals are achievable.

By conducting actuarial analyses, we are able to identify potential risks and develop strategies to mitigate them. To do this, many factors are considered, including historical medical and pharmacy claims, expected future changes in healthcare utilization and costs, benefits coverage and plan design features. Other factors include how to vary premiums by geographic area, enrollee demographics and many more.

With the help of a detailed actuarial analysis, We KongsI can ensure that our Program is financially sustainable and that our Members' contributions are risk-adjusted and used effectively to achieve their objectives.

## Legal Firm

Our trusted legal advisor and partner plays a critical role in providing counsel and related support services that ensures our program operates in compliance with relevant laws and regulations.

With lawyers specialized in healthcare settings, our legal team is able to navigate and resolve complex issues, and also consult with clinical or non-clinical staff about system and policy barriers to health care.

On top of legal services support, which includes contract drafting, review and negotiation, and other legal-related duties, our Legal Advisory team also goes further by leveraging their considerable knowledge and expertise to minimize legal risks and foster transparency and integrity in our Program operations.

## DISCLAIMER

**IMPORTANT NOTE:** WE KONGSI IS NOT AN INSURANCE COMPANY OR TAKAFUL. OUR PROGRAM IS DRIVEN BY THE VOLUNTARY AGREEMENT AMONG MEMBERS TO SHARE EACH OTHER'S MEDICAL EXPENSES. AND AS SUCH, EVERY MEMBER HAS COMPLETE CONTROL AND FULL RIGHTS TO WITHDRAW FROM THE PROGRAM AT ANY TIME AND TO STOP SHARING MEDICAL EXPENSES.

THIS MEMBERSHIP SHOULD NOT BE CONSIDERED AND DOES NOT FUNCTION AS A GROUP INSURANCE POLICY OR ANY INDIVIDUAL INSURANCE POLICY. OUR PROGRAM OPERATES UNDER A UNIQUE MODEL WHERE THE RISK OF EACH MEMBER IS SHARED BY THE COMMUNITY AND DOES NOT TRANSFER TO THE COMPANY. MEMBERS ARE ALSO RESPONSIBLE FOR THEIR OWN MEDICAL EXPENSES. TO ENSURE THAT ALL MEDICAL NEEDS ARE FULLY COVERED, MEMBERS ARE ENCOURAGED TO CONSULT WITH A LICENSED INSURANCE OR TAKAFUL PROVIDER.

# How We Kongsi Works

## Medical Cost-Sharing is the New Normal in Health Care

Unlike medical insurance or Takaful where the policyholder is required to pay a fixed monthly premium, healthcare sharing is all about freedom and control. We Kongsi functions the same way. Our platform allows Members to voluntarily commit and contribute funds (*iltizām bi al-tabarru'*) to the shared expense of other Members' medical needs, only upon agreement in a mutually-beneficial contract (*al-ta'āwun*).

We Kongsi aims to facilitate elective cost-sharing among members for specific medical expenses. Members are required to make monthly contributions that are then allocated to other Members with medical expenses. This idea is based on the premise that people with similar values and beliefs have the ability to help each other, making it a more personable alternative to conventional medical insurance.

In our community-driven program, Members share similar beliefs and lifestyles. By encouraging one another to maintain healthier lifestyles that do not involve health-compromising activities (such as drinking and smoking), we are able to keep healthcare costs low and further reduce the likelihood of developing illnesses. This sense of community provides Members with the comfort that they are sharing their medical costs with like-minded individuals.

Unsurprisingly, one of the biggest appeals of We Kongsi is that it is more cost-effective than conventional medical insurance. Members get access to the best medical services at a fraction of the cost. They also have the option to select their own health practitioners, as opposed to having to stick to recommendations that are often stipulated by conventional health insurance companies. All of this equates to having much less to pay on a monthly basis and more control over your health care needs.

We Kongsi is founded on principles of helping each other within the community during times of need, whether the assistance is required as a result of an accident or illness-related issue. This sense of community is the key to the success of these types of health insurance alternatives.

## Important Key Terms

Key Term	Definition
<b>We Kongs</b>	A membership-based Medical Cost-Sharing Community Program that helps individuals, families and businesses to secure more affordable and effective health benefits without the limits and expense of traditional health insurance. As an independent entity, We Kongs is not an insurance or Takaful. We are administered by one of the healthcare services provided by Kita Kongs Sdn Bhd.
<b>Administrator</b>	From day-to-day operations to overseeing members, staff and more, the Administrator of Kita Kongs Sdn Bhd plays a vital role in directing and managing the many moving parts and systems to ensure We Kongs functions efficiently.
<b>TPA</b>	A Medical Third-Party Administrator (TPA), provides operational services and support in administering the entire hospitalization process, including managing claims and overseeing health screening registrations.
<b>Trustee</b>	A licensed company assigned to help manage the sharing contribution and funds of the Members in our community. The Trustee is also responsible to provide routine reports on the financial operations and actuarial status of the Program.
<b>Account Holder</b>	The person who takes the initial step to open an account and create membership for individuals interested to subscribe to the We Kongs Medical Cost-Sharing Community Program. While the Account Owner may not necessarily be an actual Program Member, they have the ability to create a membership for themselves or others.
<b>Member (also known as Sharer)</b>	A person, or Dependent, who has agreed under contract to abide by the requirements of the We Kongs Medical Cost-Sharing Community Program and have fulfilled their monthly contribution, thereby eligible to participate in the sharing of expenses and needs with other Members.



<b>Dependent</b>	A minor under the age of 18 or an unmarried individual between the ages of 18 to 26 who is a natural offspring, stepchild, adopted child or otherwise under legal guardianship of a Member.
<b>Need</b>	One or more Medical Bills caused by an injury, illness, or a medical event to an eligible Member.
<b>Needs Case</b>	A Need submitted to the Community for sharing consideration.
<b>Medical Bill</b>	Medical expenses presented to the Community as part of a Needs Case.
<b>Eligible to Share</b>	Medical expenses eligible for sharing with the Community as outlined by the Guidelines. Refer to <b>Section 5.A</b> for further details.
<b>Non-Eligible to Share</b>	<p>Medical expenses incurred by a Member that are categorized as non-eligible as outlined by the Guidelines. Refer to <b>Section 5.B</b> for further details.</p> <p>Needs can also be non-shareable for one or more of the following reasons: violation of Member responsibilities, noncurrent membership status, or any other condition that is excluded by the Guidelines.</p>
<b>Pre-Existing Condition</b>	Any medical condition that existed prior to membership (diagnosed, suspected, or producing observable signs or symptoms). Needs that result from Pre-existing Medical Conditions are subject to sharing limitations (as presented in these Guidelines under <b>Section 5.C</b> )
<b>Program Guidelines</b>	A list of set requirements created to protect all Members by assuring honor and integrity on the part of Members and by minimizing medical risks and ensuring proper accountability while encouraging good health practices.

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# Table of Contents

I. What is We Kongsì	2
II. Our Partners	4
III. Disclaimer	6
IV. How We Kongsì Works	7
V. Important Key Terms	8
1. Account Ownership	
A. Who is an Account Owner	12
B. Enrollment: How do I become an Account Owner	12
C. Eligibility: What are the Requirements	13
D. Entitlement: What are my Rights	13
2. Membership	
A. Who is a Member	14
B. Enrollment: How do I become a Member	14
C. Eligibility: What are the Requirements	15
D. Waiting Period for Medical Cost-Sharing	15
E. Fees & Expenses: What are Members paying for	15
F. Obligations & Rights	16
G. Disqualification	18
H. Reinstatement	19
I. Member Status	19
3. The Process	
A. Admissions	20
B. Cost Review	21
C. Publishing & Sharing	21
D. Payment & Claims	22
E. Refund	23
4. Added Value	
A. Member Benefits	24
B. Member Benefits Upgrade	24
C. Rewards Campaign	25
D. Other Healthcare Service Integrations	25
5. Sharing Conditions	

A. Eligible to Share .....	26
B. Non-Eligible to Share .....	29
C. Pre-Existing Condition .....	37
<b>6. Fees &amp; Payment</b>	
A. Membership Fees .....	39
B. Opening a Sharing Account .....	40
C. Share Amount .....	40
D. Transaction Fees .....	41
<b>7. Decision Making</b>	
A. Program Guidelines .....	42
B. Amendments of Guidelines .....	42
C. Disputes & Appeals .....	43
<b>8. Regulation &amp; Compliance</b>	
A. Scope of Opinion .....	44
B. Program Structure .....	44
C. Member-Program Relationship Dynamic .....	45
D. Program Legal Structure .....	46
<b>9. Appendix</b>	
A. Panel Hospital Map.....	48
B. Process Flow Diagram .....	49
C. Registration Step Process .....	50
D. Sharing Scenarios .....	51
E. List of Specified Illnesses .....	52
F. List of Day Surgeries .....	52
G. List of Congenital Conditions .....	53
H. List of Classical Hereditary Conditions .....	53

# Account Ownership

## 1.A - Who is an Account Owner

An Account Owner is the person who takes the initial step to open an account and create membership for individuals interested to subscribe to the We Kongsı Medical Cost-Sharing Community Program. While the Account Owner may not necessarily be an actual Program Member, they have the ability to create a membership for themselves or others.

In addition to creating a membership, the registered Account Owner also has access to other integrated healthcare services exclusively available via We Kongsı's platform at any time in the future.

Our comprehensive platform is filled with a wide range of healthcare services, which include health screenings, wellness programs and other healthcare-related offerings provided by our partners are all readily-accessible in one convenient location.

## 2.B - Enrollment: How to become an Account Owner

Sign up is easy on our official website registration page at [www.wekongsi.com](http://www.wekongsi.com) or via direct link through our referral program. A working SIM card with a phone number and internet connection or data plan on a mobile device is required for the sign-up process.

Simply complete the profile with required information to set up the account:

- Full name as per NRIC
- A valid mobile number (for SMS verification code)
- Email
- Home Address
- Emergency Contact & Name
- Generate a Password

Upon signing-up, the Account Owner may log in again to verify the account.

### 3.C - Eligibility: What are the Requirements

To qualify to be an Account Owner, an individual must meet the following requirements:

- **Age Eligibility** - Must be at least 18 years old or above. Age is defined “as of last birthday” (i.e. an individual’s age at a particular time with the addition of one (1) year.)
- **Open to All** - This Program is available to all Malaysians of any ethnicity and religion residing in the country who meet all eligibility criteria.
- **Health Profile Status** - No health requirement needed to be eligible.

### 4.D - Entitlement: What are my Rights

**Full Access to Information** - Account Owners have full rights to log in and view details and the history of medical cases within our Program community. All information regarding the Program will be presented with full disclosure and accuracy from the Administrator.

**e-Mandate** - Once subscribed to our services, Account Owners authorize for recurring payments to be debited from your account automatically. The automated process provides hassle-free convenience that saves time and can reduce late payment charges. **NOTE:** The Bank will temporarily charge an amount (typically RM1) to ensure that the account provided is valid. This amount is non-refundable.

# Membership

## 2.A - Who is a Member

A Member is a person, or Dependent, who has agreed under contract to abide by the requirements of the We Kongsı Medical Cost-Sharing Community Program and have fulfilled their monthly contribution, thereby eligible to participate in the sharing of expenses and needs with other Members.

Members are also entitled to have their medical expenses be shared amongst other Members in return for their contributions. Every Member is managed by the Account Owner, who is responsible for handling all expenses incurred by the Member, which includes administrative, processing, sharing and other fees related to the program.

All Members of the We Kongsı community will enjoy greater financial security and peace of mind being able to share the cost of their medical expenses. As Members, it is important to review and understand the terms and conditions of the Program prior to enrollment and participation.

## 2.B - Enrollment: How to become a Member

A Member must be enrolled by an Account Owner who is responsible for providing required profile information and agree to Program terms and conditions. Only the Account Owner has access and authority to enroll a new Member.

To enroll as a new Member, the following information must be provided:

- **Full name as per NRIC**
- **NRIC**
- **Relationship with Account Owner**
- **Completed Health Screening questionnaire**
- **Agreed Terms & Conditions**
- **Receipt for Payment via FPX instant transfer**

## 2.C - Eligibility: What are the Requirements

To qualify to be a Member, an individual must meet the following requirements:

- **Age Eligibility** - Must be between the ages of 0 to 45 years old. After 45 years old, Members are still eligible upon the renewal of their membership. Age is defined “as of last birthday” (i.e. an individual’s age at a particular time with the addition of one (1) year.)
- **Open to All** - This Program is available to all Malaysians of any ethnicity and religion residing in the country who meet all eligibility criteria.
- **Health Profile Status** - Healthy
- **Commitment** - Payment fulfillment and agree to Program terms and conditions.

## 2.D - Waiting Period for Medical Cost-Sharing

Membership medical conditions have a phase-in period wherein sharing is limited. Starting from the initial enrollment date, Members have a Waiting Period before specific medical conditions are shareable. The coverage for illnesses and shareable amount increases with each phase.

<b>Immediate</b>	Instantly claim on any accidental injury case up to RM10,000
<b>After 90 days</b>	Activation on claims for common illnesses such as cold, fever, flu, dengue, food poisoning, etc.
<b>After 180 days</b>	Activation on claims for specified illnesses such as high-blood pressure, heart attack, diabetes, cancer, etc. See <b>Appendix Section 9.E</b> for more.

## 2.E - Fees & Expenses: What are Members paying for

To maintain active membership, a Member must submit membership dues and contribute a monthly share of at least a minimum amount as agreed under the Program terms and conditions. There are two (2) types of membership dues required upon enrollment -- 1) Membership Fees and 2) Sharing Account Payment. Refer to ‘Fees & Payment’ under **Section 6.A** for more details.

- 1) **Membership Fees** - Your contribution to this fund is a critical component of We KongsI as membership fees help to cover expenses for the maintenance and operations of our Program to ensure that we continue to maintain the highest standards in providing quality healthcare to

Members of our community. All funds are responsibly managed and utilized efficiently with transparency. We believe our approach sets us apart from other medical cost-sharing programs, underscoring our commitment to provide the best value and access to healthcare.

- 2) **Sharing Account Payment** - Your contribution here is pooled together to share medical costs with other Members of the program, ensuring that you along with other Members of the community will receive the best support in managing your healthcare expenses. This account is owned solely by the Member who contributes to it.

As a company, we do not have the rights nor the access to utilize and manage the funds in a Member's Sharing Account. The funds in the Sharing Account are used solely for the purpose of medical cost-sharing with other Members of the Program, and will be refunded to the Member should they choose to withdraw from the Program. Managed by our licensed Trustee, all funds are allocated responsibly, ensuring every amount is utilized appropriately and in accordance to our Program Guidelines.

## 2.F - Obligations & Rights

To remain a Member and continue enjoying the benefits of the Program, a Member must:

- I. **Read, understand, agree to, and abide by the Program Guidelines** - It is imperative that all terms and conditions outlined for the medical cost-sharing Program are reviewed carefully by all Members.
- II. **Regularly check for updates** - It is a Member's responsibility to be informed about any changes to the Guidelines, as notified by the Administrator. This ensures that all Members are fully aware of any updates to the Program that may impact their participation.
- III. **Fulfill membership dues** - Members are required to pay their Membership fee and other dues imposed by the Administrator. This also includes contribution to their Sharing Account with the agreed amount in accordance to the Program Guidelines.
- IV. **Provide true and accurate information** - When requested, Members must furnish the Administrator with complete and accurate information, which includes relevant medical expense documents.
- V. **Prompt notification of any changes** - Members must notify the Administrator immediately if they become aware that they no longer meet the Program's requirements. This ensures that the Administrator is aware of any changes to the Member's status and can take appropriate action.



- VI. Act with integrity** - We do not condone misconduct of any sort, which includes but is not limited to abuse, fraud, and dishonesty towards other Members and the Administrator. Honesty is especially important when submitting medical expenses for sharing.
- VII. Express opinions constructively** - Free and open discourse is encouraged. However, Members are advised to voice their views, concerns or complaints constructively and with context to the appropriate person. Any disputes will be resolved based on the methods outlined in **Section 7.C** under 'Disputes'.
- VIII. Treat others with courtesy** - We are a community of like-minded individuals. From Members to Administrators, let's strive to treat one another with kindness and respect.
- IX. Live a healthy lifestyle** - As a medical cost sharing community, Members are duty-bound to make their best effort to live a healthy lifestyle. This includes maintaining a healthy diet, exercising regularly and eliminating harmful habits, stressors and risk factors that are within their control. In doing so, Members can effectively help to reduce the total eligible medical expenses shared by the community.
- X. Seek medical advice when needed** - When it comes to our health, time is of essence. At the first signs of health symptoms, Members should seek medical advice and take the necessary next steps.
- XI. Make responsible health choices** - Members are expected to take personal charge of their medical care and make responsible, informed and wise health care choices. This includes inquiring about treatment costs prior to obtaining medical care and taking prudent steps.
- XII. Avoid substance abuse** - Members should by no means abuse any legal or prescribed substance. They must fully abstain from illegal drugs, and limit consumption of alcohol and cigarettes to moderate to low amounts.
- XIII. Authorize access to medical records** - In order to have full transparency, Members must allow the Administrator full access to all medical records if they have prior medical claims with other organizations. This ensures that the Administrator is aware of the Member's medical history and any Pre-Existing Conditions that may affect their participation in the Program. For more details on 'Pre-Existing Conditions' refer to **Section 5.C**.
- XIV. Consequences of failure to fulfill Member duties** - The Administrator has every right to terminate a Member's participation should they fail to fulfill their duties as outlined in the Program Guidelines.

## 2.G - Disqualification

Disqualification from the Program means that the Member's status changes to terminated, and they are no longer eligible to receive further benefits or participate in the Program.

- I. **Failure to make payment** - Membership fees and dues of the program are the responsibility of each Member and must be fulfilled as agreed upon. Failure to do so will result in the disqualification of the Member.
- II. **Recurring Membership** - In order to remain in active standing, Members must continue to meet the eligibility requirement outlined in **Section 2.C** of the Program Guidelines. Members whose status have evolved to impact their eligibility requirement may be disqualified from the Program.
- III. **Dishonest conduct** - We KongsI is led by integrity and we expect our Members to live by this very principle. Honesty is especially important when submitting medical expenses for sharing. Any Member found to be deceptive may be disqualified from the Program.
- IV. **Fraudulent conduct** - We KongsI is led by integrity and we expect our Members to live this very principle. Members who abuse the system through fraudulent actions and use may be disqualified from the Program.
- V. **Pre-Existing Condition** - Transparency is of utmost importance in a medical cost-sharing community such as ours. As such, when requested, Members must furnish the Administrator with complete and accurate information pertinent to their medical history. If a Member fails or refuses to disclose a Pre-Existing Condition, they may be disqualified from the Program.
- VI. **Voiding the Program** - The Administrator has every right to terminate a Member's participation if the Member fails to fulfill their duties outlined in **Section 2.F** of the Program Guidelines under 'Member Requirements & Obligations' or the Member has violated any of the Program rules and regulations.

It is imperative for Members to understand and follow the Program Guidelines to avoid being disqualified. Disqualification may result in the Member no longer being able to receive medical expense sharing from other Members. However, the remaining balance in their Sharing Account will be refunded to the Member within 60 days from the date of termination.

## 2.H - Reinstatement

If a former Member wishes to be reinstated into the Program after being disqualified, the following steps are required:

- I. **Health Declaration** - The former Member must submit their health declaration form send by administrator.
- II. **Reason of Disqualification** - The former Member must provide a detailed explanation for their previous disqualification.
- III. **Waiting Period** - If the Administrator approves the reinstatement, the former Member may be required to go through an additional 30 days Waiting Period before being reinstated as a Member or be reinstated instantly, subject to the Administrator's discretion. During the additional waiting period, the status is called Reactivating and members are not entitled to any benefit except immediate claim mentioned in section 2.D.
- IV. **Outstanding Dues** - The former Member must clear any outstanding payment and reinstatement fee RM30.00 will apply.

**NOTE:** The decision to reinstate a former Member is entirely at the discretion of the Program Administrator.

## 2.I - Member Status

- **Active** - This status classifies a Member as having completed register and payment.
- **Suspended** - This status is imposed on a Member who has failed to fulfill their payment obligations, either not contributing to their membership dues nor their Sharing Account. Members who are suspended will have their benefits temporarily restricted until their payments are cleared within 26 days.
- **Probation** - This status applies to a Member with health records that require further review and investigation.
- **Probation Rejected** – This status applies to a Member who has rejected from the application of probation.
- **Age Restriction** - This status indicates a Member to be under or over the entry age range and is ineligible to participate in the program.
- **Terminated** - This status applies to a Member who has stopped and withdrawn from the program. As such, the remaining balance in their Sharing Account will be refunded to them when they request

refund within 60 days from the status date. If there is refund is requested, the status should change to Refunded after the completion of refund of Sharing balance.

- **Pending Payment** - This status applies to a Member who has yet to make payment for their registration and enrollment to the Program.
- **Reactivating** – This status applies to a Member who has under reinstatement process. A 30days waiting period applied and during this status, members are not entitled to any benefit except immediate claim mentioned in section 2.D.
- **Refunded** – This status applies to a Member who terminated from the program and received the balance of Sharing Fee.

# The Process

**Before Admission** – If a member is aware of their illness condition or has been diagnosed under Section 9.I, they are required to visit a TPA panel clinic for treatment under the Conditional Outpatient Benefits (Section 5.A(7)). Should the clinic determine that the condition cannot be treated effectively at their facility, hospitalization will be recommended for further care.

## 3.A - Admissions Process

- I. **Membership Status** - The Member must either be active or inactive (with restricted benefits) to be eligible to be in the Program.
- II. **Clinic Visit** – Members can receive treatment for common medical conditions (refer to items 9.I) at TPA panel clinics under the Conditional Outpatient Benefits. If further care is required, or if the condition does not fall under the common medical conditions category, members may request a referral letter for treatment at a hospital.
- III. **Doctor Referral** - As soon as the Member anticipates the likelihood of a non-emergency medical need, they must first visit our TPA panel clinic to obtain a referral letter from the doctor for further diagnosis and/or treatment at the hospital. **NOTE:** Emergency medical needs should be addressed immediately by the nearest qualified emergency professional. Please notify the Administrator as soon as reasonably possible after an emergency care visit.
- IV. **Hospital Visit** – Along with the referral letter, the Member is required to present their Admissions Card and mention our TPA during registration during a panel hospital visit before receiving medical attention. If a member visits the hospital without a referral letter or a referral letter is not from our TPA panel clinic, the admission may consider rejecting or a deductible RM500 will be applied.
- V. **Diagnosis** - The doctor at the hospital will diagnose the Member's condition.
- VI. **Hospital Admission** - If the Member requires further treatment or needs to be admitted, they are required fill out any additional admissions form required by the hospital.
- VII. **Medical Review** - The Needs Case is then submitted to the Program's Medical Review Team or Third-Party Administrator (TPA) for further assessment.
- VIII. **Approval/Rejection** - The TPA will issue an initial Guarantee Letter, which will either approve or reject the Needs Case. If approved, our TPA will issue a Guarantee Letter to secure the admission and the process continues through, if rejected, the Needs Case is closed.
- IX. **Treatment** - The Member will begin receiving the necessary medical treatment and care.

- X. Cost Review** - The TPA will review the hospital bill, followed by the MMA 13<sup>th</sup> Fee Schedule to ensure that there are no overcharges for the Member's diagnosed treatment and that the costs are reasonable, within the expected range.
- XI. Final Guarantee Letter** - At this stage, the TPA will issue the Final Guarantee Letter, which signifies that the Needs Case has been approved.
- XII. Discharge** - Upon completion of treatment, the Member is discharged from the hospital and returns home to recover.
- XIII. Cost Sharing** - After the procedure review by the Trustee, the cost of the Member's Needs Case is submitted to the Program's community where the sharing process of the Member's medical costs will begin.

### 3.B - Cost Review Process

The majority of medical bills are grossly inflated. One of the primary contributors to the We Kongsí Medical Cost-Sharing Community Program is our ability to maintain low monthly contribution requirements for our Members. Success in bill reductions from original invoices are achieved through a careful cost review process, which is typically activated when our Members need to be admitted to the hospital.

While traditional medical protection plans have long been giving hospitals and doctors the freedom to take advantage of the protection limit and perform unnecessary treatments and checkups, We Kongsí uses a more efficient and effective approach.

Our Program's Third-Party Administrator (TPA) will **review the hospital bill** followed by the MMA 13<sup>th</sup> Fee Schedule to ensure that there are no overcharges for the Member's diagnosed treatment and that the costs are within the expected range.

This cost review process is one of the many ways We Kongsí ensures our Members will receive the best care they need, while also keeping the medical cost-sharing reasonably low for the community.

We Kongsí encourages all our Members to only pay their unshareable amounts, so that our TPA can negotiate the remaining Medical Bill on their behalf. When Members submit Medical Bills for sharing, they are committing to cooperate with We Kongsí and our representatives to seek the most equitable prices from providers and to document amounts they have paid to providers.

### 3.C - Publishing & Sharing Process

Participation in the We KongsI Medical Cost-Sharing Community Program is voluntary. This means that when a Member is selected to participate in a sharing event, if the Member objects to that particular sharing event for any reason, the Member may withdraw and terminate their membership during the publishing period rather than participate in that sharing event.

Sharing cases are published on the 7th day of each month.

All Medical Bills are Eligible to Share if they fit within the Program Guidelines. Typically, all approved admissions cases are medical cost-shareable by the community.

- I. To jumpstart the process, **the Administrator will:**
  - **Collect all relevant documents from the TPA**
  - **Review in detail before submitting to the Trustee**
- II. Upon which, **the Trustee will:**
  - **Crosscheck and review the submission**, validating all documents are complete and true
- III. After which, **the Needs Case is then allowed to be published and the Medical Bill can be shared by Members**
- IV. Once published **the Sharing Account of each Member will be deducted accordingly**

For full transparency, each sharable Needs Case will be published on the Program website, systems database, as well as on our social media platform. Members will be privy to the exact amount of their contribution and the details of the Needs Case that they have contributed to. Details including the Member's name, admission date, discharge date, diagnosis and total treatment cost will all be disclosed. This keeps the community informed and engaged in the sharing process.

### 3.D - Payment and Claims Process

Medical needs claims are submitted on a per Member, per incident, basis. These claims comprise of injuries, illnesses, and medical events resulting in Medical Bills incurred by receiving medically necessary treatment from licensed medical professionals; which includes care and treatment expenses from physicians, emergency rooms, hospital facilities (whether in-patient or out-patient care is required), and in certain circumstances the costs related to medical case management.

All Medical Bills are Eligible to Share if they fit within the Program Guidelines. Typically, all approved admissions cases are medical cost-shareable by the community.

To jumpstart the claims process, the Administrator will collect all relevant documents from the TPA, carefully review and submit them to the Trustee. Upon which, the Trustee will crosscheck and review, validating that the documents are complete and true before the Needs Case is allowed to be published and the Medical Bill to be shared by Members.

Here's how Payment and Claims typically work at We Kongs:

- I. **Accessibility & Control** - A Member's Sharing Account will display their account balances, sharing transaction history and other relevant information.
- II. **Ownership** - The money in a Member's Sharing Account is fully controlled by them.
- III. **Fairness & Efficiency** - Once the approved medical Needs Case is published, their Sharing Account balance will be deducted accordingly.
- IV. **Transparency** - The full details of the case (including the Member's name, partial disclosure of NRIC with first 4-digits and family surname, admission date, discharge date, diagnosis and total treatment cost) will be published on the Program website, systems database and We Kongs's social media platform for full disclosure.

As a reminder, We Kongs is NOT an insurance or Takaful, hence we do not collect and hold medical reserves in a centralized account. Instead, each Member's monthly sharing amount is set at a level to pool together a small balance or reserve. This enables our Program to process and pay Medical Bills quickly, particularly in emergency situations where it can be life-saving. This practice also helps us better manage the flow of medical cost usage and payments.

### 3.E - Refund Process

In the event that a Member chooses to withdraw from the Program or is terminated for any reason, the Administrator will process a refund of the remaining unutilized balance in their Sharing Account. The refund will be transferred to the Member's eMandate bank account, which may take up to 30 days to process. Member must request the refund process within 60 days from the termination date. The refund request can be initiate by clicking the refund button in member's application portal.

**NOTE:** If member do not request Refund within 60 days, the balance of the Sharing Fee will be utilize the coming community medical cost.



The Program's initial membership fee is non-refundable for any reason, except in cases where system issues may have resulted in overcharges or miscalculations. We Kongsi pride ourselves in offering a refund policy that is fair and transparent. However should there be any discrepancies, Members are advised to contact us to resolve the matter.

# Added Value

## 4.A - Member Benefits

Medical bills are a significant burden of life. People are constantly on the lookout for access to solutions that provide comprehensive health care benefits, preferably not at the cost of an arm and a leg. That's why We Kongsí was created. To achieve the ultimate in health care savings, our step-by-step approach is designed to gradually improve the benefits we offer as our membership count grows.

So what benefits can you expect as a Member of our medical cost-sharing community?

- **Affordable Alternative to Health Care** - Our primary focus is to settle medical bills for our Members through our community-funded pool of resources. The aim is to keep the shared costs low yet efficient, maximizing every Ringgit for our Members' benefit and medical needs.
- **Discounted Medical Rates and Network of Health Care Service Providers** - Members will also have access to discounted medical rates via partnerships from our extensive network of healthcare service providers. Leveraging on the collective bargaining power of our community and certified TPAs, we are able to negotiate better deals and rates that translate to significant savings for our Members. While some benefits are shared by the community, We Kongsí consistently strives to offer exclusive Members-only discounts on specialized services.

## 4.B - Member Benefits Upgrade

On top of the standard range of benefits that support our Members' health care needs, We Kongsí offer rewards to those who put in more effort and take extra steps to maintain their health, which helps to further sustain our community and Program. This is a win-win as Members have access to flexible and customizable healthcare benefits, while contributing to the on-going success of the Program and the We Kongsí community.

To encourage more Members to do the same, we provide voluntary upgrade options that include:

- **Upgraded Opening Sharing Account Limit** - Allowing Members to access more comprehensive benefits for the medical expenses.
- **Health Care Activities and Events** - Access to the latest in medical news and intelligence where Members can stay informed with better ways to maintain their health and prevent illness.

- **Health-Related Data & Surveys** - Member participation in answering health surveys help us to identify areas in our medical data and Program services that can be further improved and enhanced.

## 4.C - Rewards Campaign

We believe that incentivizing good behavior is an effective method to promote healthy lifestyles among our community. Through this initiative, Members who demonstrate a commitment to prioritize their health and wellbeing (e.g. participating in fitness challenges, attending health talks or performing regular health screenings, etc.) will be entitled to win exclusive rewards.

The aim is to inspire our Members to be proactive in their approach to life, significantly impacting not just themselves but the entire community. On top of being rewarded with good health and a stronger and more resilient community, Members can look forward these rewards:

- **Free Health Screenings** - to identify potential health issues early on.
- **Free Health Devices** - to track health goal progress, making it easier to maintain healthy habits.
- **Free Family Travel Plan** - for Members who show the most commitment to their health and wellbeing throughout the campaign.

## 4.D - Other Healthcare Service Integrations

While settling medical costs is an important component, there are many other healthcare services that our community needs and can benefit from. Through our collaboration with our wide network of healthcare providers, We KongsI is able to integrate a comprehensive range of healthcare services into our already full-fledged Program, thereby enhancing the benefits we can offer to our community. These added-value services include:

- Tele-Health
- Tele-Medicine
- Tele-Care
- Tele-Pharmacy
- Health Activities
- Health Devices
- Health Checkup
- Clinic Collaborations
- Other health-related facility, (e.g. Health Food)

This approach aligns with our commitment to caring for our community's health and wellbeing first and foremost.

# Sharing Conditions

Medical Bills are Eligible to Share if they fit within the Guidelines approved by the Administrator. The Guidelines place some limitations on the types of physical maladies and medical services for which Needs Cases are shared and limit the sharing of Medical Bills incurred due to illnesses related to certain Pre-Existing Conditions.

This section is designed to enable Members to determine whether the medical services required for specific injuries, illnesses, and medical events would be Eligible to Share, and to confirm if or when medical expenses would be Eligible to Share for known medical conditions. There are some services and charges that are Non-Eligible to Share (**Sections 5.B**). Members are advised to contact their We Kongsı Program Advisor if they have any questions regarding the application of these Guidelines. Most physical conditions are eligible for sharing within a range of special provisions for certain conditions as explained below.

## 5.A - Eligible to Share

The following Table summarizes the list of benefits packages offered ranging from Standard to Deluxe.

No.	Description	Benefits	
		Standard	Deluxe
1.	<b>In-patient Medical Cost</b>	<b>RM1,000,000</b>	
	a. Room & Board	<b>RM150</b>	<b>RM250</b>
	b. Ambulance Fees	<b>RM250</b>	<b>Included</b>
	c. Intensive Care Unit	<b>Included</b>	<b>Included</b>
	d. Hospital Supplies & Services	<b>Included</b>	<b>Included</b>
	e. Surgical Fees	<b>Included</b>	<b>Included</b>
	h. Operating Theater Fees	<b>Included</b>	<b>Included</b>
	i. Anesthetist Fees	<b>Included</b>	<b>Included</b>
	j. In-hospital Doctor Visit	<b>Included</b>	<b>Included</b>
	k. Day Care & Day Surgery	<b>Included</b>	<b>Included</b>
	l. Second Surgical / Treatment Opinion	<b>Included</b>	<b>Included</b>
	m. Emergency Accidental Dental Treatment	<b>Included</b>	<b>Included</b>
	n. Covid Test for Admission Purpose	<b>Included</b>	<b>Included</b>

2.	<b>Daily Cash Allowance in Government Hospital</b> <i>(Up to a maximum of 120 days per year)</i>	<b>RM50</b>	<b>RM100</b>
3.	<b>Pre-Hospital Diagnostic Test &amp; Consultation</b> <i>(Per admission, applicable 30-days prior to admission to hospital)</i>	<b>N/A</b>	<b>RM5,000</b>
4.	<b>Accidental Injury Surgery / Treatment</b> <i>(Applicable for in-patient treatment and must first be paid by the Member before their case can be submitted for claims during the Waiting Period. Post Waiting Period (90 days for non-sport injury and 180 days for sport injury), the standard in-patient medical cost of RM1,000,000 applies)</i>	<b>RM10,000</b>	<b>RM10,000</b>
5.	<b>Bereavement</b> <i>(upon death of Sharer, RM10,000 will be paid to their appointed beneficiary as listed in the system)</i>	<b>RM10,000</b>	<b>RM10,000</b>
6.	<b>Out-patient Cancer Treatment</b> <i>(Chemotherapy, Radiotherapy and Electrotherapy are eligible for sharing up to RM100,000, which is excluded from the RM1,000,000 In-Patient Hospitalization Medical Expenses. The Sharer is required to complete the 180-day Waiting Period)</i>	<b>RM100,000</b>	<b>RM100,000</b>
7.	<b>Conditional Outpatient Benefits (COB)</b> <i>(Specific clinical outpatient benefits for common medical conditions list, please refer to 9.I)</i>	<b>As Charged</b>	<b>As Charged</b>

To upgrade to a Deluxe package, a Member is required to double the top-up amount in their Sharing Account Opening, but still share within the same ratio of their age.

For example, a 30-year-old Member with a Standard Sharing Account Opening of RM100 will need to top up to RM200 in order to upgrade to the Deluxe package, which requires a minimum account balance of RM200 instead of RM100, if funds should ever be depleted to RM50 or under.

1.	<p><b>In-Patient Medical Cost (Hospitalization Medical Expenses)</b></p> <p>Members are eligible for medical cost sharing for in-patient hospitalization expenses up to RM1 million per year. There are no limits on the number of times a Member can submit for sharing per year, as long as the total amount does not exceed the RM1 million limit.</p> <p>This benefit is renewed every 12 months or 365 days, providing Members with peace of mind knowing that they have access to financial assistance in the event of hospitalization. These medical-related benefits include:</p>	
a.	<p><b>Room &amp; Board (maximum 120 days)</b></p>	<p>Coverage for the cost of a Member's hospital room and meals during in-patient stay for up to a maximum of 120 days per year [Standard: RM150/day, Deluxe: RM250/day]</p>
b.	<p><b>Intensive Care Unit (maximum 120 days)</b></p>	<p>Coverage for the cost of a Member's stay in the intensive care unit, including monitoring and other necessary medical services, up to a maximum of 120 days per year.</p>
c.	<p><b>Ambulance Fee</b></p>	<p>Coverage for the cost of ambulance services to transport a Member to the hospital in case of an emergency is covered. [Standard: RM250 per admission, Deluxe: Included]</p>
d.	<p><b>Hospital Supplies &amp; Services</b></p>	<p>Coverage for the cost of hospital supplies and services used during a Member's in-patient stay and upon discharge, such as medical equipment, drugs, and laboratory tests.</p>
e.	<p><b>Surgical Fees</b></p>	<p>Coverage for the cost of any surgical procedures a Member may need during their in-patient hospital stay, including the surgeon's fees.</p>
f.	<p><b>Operating Theater Fee</b></p>	<p>Coverage for the cost of using the operating theater during a Member's surgical procedure, including the necessary medical equipment and staff.</p>
g.	<p><b>Anesthetist Fees</b></p>	<p>Coverage for the cost of the anesthetist's services during a Member's surgical procedure.</p>
h.	<p><b>In-Hospital Doctor Visit</b></p>	<p>Coverage for the cost of up to two visits per day by a doctor during a Member's in-patient stay, up to a maximum of 120 visits</p>

		per year.
i.	<b>Day Care &amp; Day Surgery</b>	Coverage for the cost of any medical procedures that can be done on an outpatient basis or same-day surgery, allowing a Member to leave the hospital the same day as their procedure. See <b>Appendix Section 9.F</b> for List of Day Surgeries.
j.	<b>Emergency Accidental Dental Treatment</b>	Coverage for any emergency dental treatment caused by an accident for in-patient care and stay only. Does not require to be within 24-hours.
k.	<b>Compulsory Test for Admissions Purpose</b>	Coverage for the cost of any compulsory medical tests a Member may need to undergo before being admitted to the hospital, such as Covid-19 screening.
l.	<b>Second Surgical or Treatment Advice</b>	Coverage for the cost of seeking a second opinion from a specialist or surgeon for a Member's medical condition or treatment plan.
2.	<p><b>Pre-Hospital Diagnostic Test and Consultation Fee</b></p> <p>Coverage for this benefit in the Deluxe package has a shareable limit of up to RM5,000 (per admission), 30 days prior to hospital admission. Members who wish to share the cost of this benefit can do so by paying the expense in advance and submitting required documents to the Administrator for reimbursement. <b>NOTE:</b> Not applicable to the Standard package.</p>	
3.	<p><b>Conditional Outpatient Benefits (COB)</b></p> <p>The Conditional Outpatient Benefits (COB) program is designed to provide We Kongs members with affordable and accessible outpatient treatment for specific common medical conditions. By enabling members to seek treatment without the need for hospitalization, COB improves convenience and promotes cost-effective care management within the community. The initiative also supports efficient resource allocation to ensure the sustainability and fairness of the program.</p> <p>Items eligible to shared by members (Covered Items) are consultation fee, anesthetist fee, medical supplies and services (equipment, medicine and laboratory test).</p>	

There is no maximum cost limit for eligible items under COB but a deductible RM10.00 is apply.

## 5.B - Non-Eligible to Share

Not all fees are eligible for sharing. Members are advised to check prior to treatment to avoid their case from getting rejected. *(In alphabetical order)* Non-Eligible to Share items include:

1.	<b>Abortion</b>	Medical treatments in connection with an abortion are not eligible for sharing unless the physical life of the mother is endangered by the continued pregnancy and that treatment via a Cesarean Section has been determined to be inadvisable by a neonatologist.
2.	<b>Air Travel</b>	Medical treatments for disabilities sustained during air travel are not eligible for sharing unless a Member is a fare-paying passenger on a recognized airline operating on scheduled air routes, or a Member is on an aircraft that was duly-licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.
3.	<b>Alcohol &amp; Drugs</b>	Medical treatments for disabilities that occurred as a result of a Member's abuse and/or use of drugs/pharmaceuticals or alcohol, including drug and/or alcohol rehabilitation treatment.
4.	<b>Alternative Treatments</b>	Acupuncture, acupressure, aromatherapy, bone setting, chiropractic, herbalist treatment, hyperbaric oxygen therapy, massage, osteopathy, reflexology, and other similar alternative treatments.
5.	<b>Circumcision</b>	All medical treatments for circumcisions. This excludes any other in-patient approved treatment that may require forced circumcision procedures, such as balanitis.
6.	<b>Complications from</b>	Treatments required as a result of complications from a treatment



	<b>Non-Eligible Treatment</b>	or disability.
7.	<b>Congenital or Hereditary Disease</b>	Treatments for congenital or hereditary diseases, deformities and disabilities (e.g. childhood hernias, clubfoot, VSD, ASD, thalassemia etc.) See <b>Appendix 9.G</b> for List of Congenital Conditions.
8.	<b>Cosmetic Surgery</b>	Breast augmentation or reduction, double eyelids, acne, keloids, and other similar cosmetic treatments, are not eligible for sharing unless the treatment is for breast reconstruction after breast cancer for the affected breast and the non-affected breast if recommended for purposes of symmetry.
9.	<b>Dental</b>	Periodontics, orthodontics, temporomandibular joint disorder (TMJ) or orthognathic surgery, hospital charges for dental work done under general anesthesiology except necessitated by injury to sound natural teeth.
10.	<b>Durable Medical Equipment (DME)</b>	Subject to the review and approval by our TPA in accordance to stipulated standards.
11.	<b>Emergency Room Charges for Non-Emergency Cases</b>	When a treatment at an emergency room is not judged to be an emergency by normal standards of medical care and when less costly treatment was available by taking reasonable measures to seek such care.
12.	<b>Exercise Programs</b>	Exercise programs as a treatment of any disability except for Doctor supervised cardiac rehabilitation and or in-patient physical therapy.
13.	<b>Experimental, Investigational, Unproven or Unapproved Treatments</b>	Treatments that are experimental, investigational or unproven, or that are not according to accepted professional standards or that are illegal under Malaysian law.
14.	<b>Eye Care</b>	Eye exercise therapy, radial keratotomy or other eye surgery to

		correct near-sightedness, far-sightedness or visual acuity. Also, routine eye examinations, including refractions, lenses, corrective glasses for the eyes and examinations for their fitting.
15.	<b>Gross Negligent Acts</b>	Treatments for a disability as to which the Member 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.
16.	<b>Hair Loss</b>	Treatments for hair loss, hair transplants or any drug that promises hair growth, whether or not prescribed by a Doctor.
17.	<b>Hazardous Hobbies</b>	Treatments of a disability that results from engaging in a hazardous hobby. A hobby is hazardous if it is an activity which is characterized by a constant or recurring threat of danger or risk of bodily harm (e.g. include, but not limited to, cliff- or rock-climbing, spelunking, skydiving, or bungee jumping.)
18.	<b>Hearing Aids &amp; Exams</b>	Charges for services or supplies in connection with routine hearing exams, hearing aids, or exams for their fitting.
19.	<b>Illegal Acts</b>	Treatments received as a result of a disability caused by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; including but not limited to illegal drug activity, crimes against persons, crimes against property and gun offenses, while sane or insane.
20.	<b>All Implants Except Certain Condition</b>	Implants such screw and plate due to accidental injury are eligible to share. Subject to the review and approval by our TPA in accordance to stipulated standards.
21.	<b>Impotence</b>	Treatments for impotence.
22.	<b>Infertility</b>	Diagnostic, surgical repair, non-surgical repair, surgical impregnation and prescription drugs for the treatment of infertility.

23.	<b>Mental Health Treatments</b>	Psychiatric or psychological counseling, mental or nervous disability, learning disability, bereavement counseling, biofeedback therapy, psychological testing, treatment, medication and hospitalization.
24.	<b>Miscellaneous Treatments</b>	Treatments for sleep and snoring disorders, hyperhidrosis treatment, hormone replacement therapy, stem cell therapy and treatment for symptoms not related to a specifically diagnosable Disability, such as ongoing fatigue and malaise.
25.	<b>No Obligation to Pay</b>	Medical Expenses for which the Member has no legal obligation to pay.
26.	<b>Non-Panel Hospital</b>	Treatment provided by or under the direction of a Non-Panel Hospital.
27.	<b>Non-Medically Necessary Treatments</b>	Treatments that do not meet the criteria of a medically necessary treatment or is not specified as a medically necessary treatment, or treatments that are not recommended and approved by a Doctor; or treatments received when the Member is not under the regular care of a Doctor.
28.	<b>Non-Prescribed Medical Supplies &amp; Equipment</b>	Subject to the review and approval by our TPA in accordance to stipulated standards.
29.	<b>Non-Reasonable &amp; Customary Charges</b>	Charges for treatments that are in excess of fair and reasonable charges based upon the determination of the Administrator in accordance with the Program Guidelines.
30.	<b>Organ Transplant</b>	Medical expenses for surgical procedure of transplanting any body organ and cost of acquisition of the organ including all costs incurred by the donor during organ transplant.
31.	<b>Outpatient Kidney Dialysis Treatment</b>	Refers to dialysis treatments that are conducted on an out-patient basis and all costs related to outpatient kidney dialysis treatments.

32.	<b>Out-patient Treatments</b>	Any treatment received by an out-patient that is not related to an in-patient treatment. s
33.	<b>Pandemic-Related Treatment</b>	Treatment costs due to a widespread outbreak of an infectious disease that can affect a large number of people across different regions and countries. The nature of a pandemic is unpredictable and can cause significant public health concerns.
34.	<b>Personal Comfort Items</b>	Refers to television, telephone, fax, radio, air conditioners, air purification units, humidifiers, electric heating units, non-hospital adjustable beds, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, admission kit/pack and other similar facilities
35.	<b>Pregnancy &amp; Maternity</b>	Treatment costs and expenses related to maternity and pregnancy for delivery/childbirth, surrogacy, surgery, pre- and post-natal care and miscarriage. With the exception of miscarriage due to an accident.
36.	<b>Pre-Existing Conditions</b>	Refers to all Medical Expenses for Pre-Existing Conditions incurred. See <b>Section 5.C</b> for further details.
37.	<b>Pre-Hospital Diagnostic Test</b>	Diagnostic tests conducted before hospitalization, such as blood tests or imaging scans. These costs are not eligible for sharing unless a Member has opted for the Deluxe package, which covers up to RM5,000 for pre-hospital diagnostic tests and consultation fees. Members with the Deluxe package may submit these costs for sharing, but will need to pay for them in advance and provide required documentation to the Administrator for processing.
38.	<b>Pre-Hospital Specialist Consultation</b>	Consultations with medical specialists conducted before hospitalization. Similar to pre-hospital diagnostic tests, these costs are not eligible for sharing unless a Member has opted for the Deluxe package with coverage for pre-hospital diagnostic tests and consultation fees.

39.	<b>Post-Hospitalization Treatment</b>	Medical treatments or procedures that are required after a Member has been discharged from the hospital.
40.	<b>Professional Racing or Competitive Events</b>	Treatments of disability while racing or competing as a professional. Professional racing means that such activity is one's primary vocation and means of financial support. Professional racing and competitive events include, but are not limited to, automobile, motorcycle, watercraft, ski or rodeo races or competitions.
41.	<b>Radiation</b>	Treatments for effects from radiation or contamination by radioactivity from any source.
42.	<b>Recurrent and Related Illness Exclusion</b>	Any hospitalization related to a condition that recurs or is connected to a previously diagnosed or treated condition within 1 year of discharged date approved by program. Except to accident injury.
43.	<b>Replacement Braces</b>	<ul style="list-style-type: none"> <li>● For the leg, arm, back, neck, unless there is sufficient change in the Member's physical condition to make the original device no longer functional.</li> </ul>
44.	<b>Routine &amp; Preventive Care</b>	<p>Including, but not limited to, all well-patient care and screening tests and procedures, such as:</p> <ul style="list-style-type: none"> <li>● physicals immunizations and vaccinations</li> <li>● blood and topical allergy testing</li> <li>● lab studies</li> <li>● PET scans (except confirmed Cancer treatment cases)</li> <li>● screening mammograms</li> <li>● screening colonoscopy</li> <li>● genetic testing</li> <li>● prophylactic and preventive surgery without personal history of diagnosis and Doctor's recommendation</li> </ul> <p>Routine physical examination, health check-ups or tests not incident to treatment or diagnosis of a Disability</p>

45.	<b>Self-Inflicted Injuries</b>	Treatments due to suicide, attempted suicide, or intentionally self-inflicted disability, while sane or insane.
46.	<b>Sex Changes</b>	Treatments for non-congenital transsexualism, gender dysphoria or sexual reassignment or change. This includes medications, implants, hormone therapy, surgery, or medical or psychiatric treatment.
47.	<b>Special Cases</b>	Any specific case announced by local authorities or governments. <b>NOTE:</b> Eligibility criteria may vary depending on the sharing program and stipulated terms and conditions.
48.	<b>Speech &amp; Occupational Therapy</b>	For various activities and approaches that can improve overall communication, language and speech complications. Also involves treatment to improve motor skills, balance, coordination that help with everyday tasks.
49.	<b>Surgical Sterilization or Reversal</b>	Treatments for, or reversal of, surgical sterilization, including vasectomy and tubal ligation or contraceptive medications and devices.
50.	<b>Transportation</b>	Charges resulting from transportation by ambulance for disability that will not seriously jeopardize the Member's health or life, and/or additional expenses for transportation to a Panel Hospital that is not the nearest Panel Hospital capable of providing Medically Necessary Treatment.
51.	<b>Travel or Accommodations</b>	Charges for travel or accommodations, whether or not recommended by a Doctor.
52.	<b>Treatment by Relative</b>	Treatments performed by a person who ordinarily resides in the Member's home or is related to the Member as a spouse, parent, child, sibling, whether the relationship is by blood or exists in law.
53.	<b>Venereal Disease, AIDS &amp; AIDS Related Complex, HIV Related</b>	Exceptions include innocent transmission via transfusion, rape, work-related needle stick or sex within marriage.

	<b>Disability</b>	
<b>54.</b>	<b>Waiting Period</b>	Medical expenses incurred during the Waiting Period. See <b>Section 2.D</b> for more details.
<b>55.</b>	<b>War</b>	Any medical expenses incurred that are due to any declared or undeclared act of war, military activity, riot, rebellion, insurrection, civil commotion, explosion of war weapons, terrorism related activity, nuclear war, biological and chemical warfare/activity.

**NOTE:** The Administrator reserves the right to review admission requests and invoices submitted by the Panel Hospital or Members for sharing, and with the assistance from the TPA to accept or decline payment of Medical Bills and expenses deemed not eligible under the Program Guidelines.

## 5.C - Pre-existing Condition

The We KongsI pre-existing condition policy is designed to utilize the Program's resources in the most effective and efficient way possible, ensuring that it is fair and sustainable for everyone.

### What is considered a Pre-Existing Condition?

Any health condition that has been diagnosed, treated, or for which a person has experienced symptoms or sought medical attention before joining We KongsI. This can include chronic conditions, mental health disorders, injuries or disabilities, genetic conditions, and infectious diseases.

### Why are Pre-Existing Conditions excluded from coverage?

Members with pre-existing conditions are considered to be at a higher risk of needing medical care, which can increase the overall cost of the program for all Members. To maintain affordable rates for everyone in the Program, pre-existing conditions may be excluded from coverage or may impact the Member's eligibility to participate in the Program.

### How are Pre-Existing Conditions identified?

During the enrollment process, Members are asked to disclose any pre-existing conditions they may have by answering the health screening questions. This information is used to determine the Member's eligibility for the program and to ensure that the Program's resources are used efficiently.

**What happens if a Member fails to disclose a Pre-Existing Condition?**

Failing to disclose a pre-existing condition during the enrollment process, which is later discovered, will result in the termination of membership by the Program Administrator. This is to ensure that the Program's resources are used fairly and effectively for the benefit of all Members.

**What if a Member has been enrolled for 10 years or more and has not submitted any chronic illnesses to share?**

The Member's medical history may no longer be considered a pre-existing condition. However, this decision can only be made by the Program Administrator, subject to review on a case-by-case basis.

**How can Members ensure that they are disclosing all relevant Pre-Existing Conditions?**

It is important for Members to disclose any pre-existing conditions they may have during the enrollment process and update their information if their health status changes. Members should also consult with their healthcare provider if they have any questions about their medical history or current health status.

**What if a Member who has been approved admission is later found to have a Pre-Existing Condition during/after admission?**

Upon verification of the Member's pre-existing condition, the Member's case will be entirely rejected.



# Fees & Payments

## 6.A - Membership Fees

Membership fees are essential to our Program. The fees collected from Members help to support and sustain the day-to-day operations of the Program, including administrative fees, marketing expenses, and other costs associated with providing high-quality healthcare services to our community. By fulfilling membership dues, Members are investing in their own health and well-being, as well as the health of fellow Members in the We KongsI community.

There are three payment options Members can choose from:

- **Monthly Payment - RM40**
- **Quarterly Payment - RM100**
- **Annual Payment - RM360**

Members who opt to pay annually or quarterly get further discounted rates, which makes their membership more affordable over the long term. Understandably, as lump-sum payments may not be an option for some, we offer monthly payment options as well.

For a more convenient payment process for our Members, automatic payment transactions will be imposed via eMandate, as authorized by each Member. This prevents missed and/or late payments, whilst ensuring that their membership remains active. Members can also update their payment instructions or payment frequency at any time by contacting our customer service team.

**NOTE:** Failure to make the recurring payment may result in termination of membership at the end of the payment cycle. We encourage Members to keep their payment information up-to-date and ensure that payments are made on time to avoid any interruption in membership.

We KongsI strives to keep our membership fees as affordable as possible without compromising the quality of our healthcare services to Members.

## 6.B - Opening a Sharing Account

The Sharing Account is an account created by We Kongs Members to pool funds together to share medical costs with other members of the Program. The funds in the Sharing Account are solely owned by the Member who contributes to it and are managed by our licensed Trustee company.

We Kongs does not have access to nor the rights to utilize the funds in the Sharing Account. Managed by the Trustee, funds are entrusted to be utilized appropriately in accordance with our Program guidelines. Members who contribute to the Sharing Account will receive support to manage their healthcare expenses as they share medical costs with other Members of the community.

- I. **Sharing Account Eligibility** - Open to Members up to 45 years of age.
- II. **Sharing Account Opening Amount** - Members under 45-years-old can open a standard Sharing Account with an opening amount of RM100. Members also have the option to upgrade to the Deluxe package by changing the opening amount to RM200, which comes with additional benefits.
- III. **Sharing Account Opening** – Initial Sharing Account Top Up is 60 days after the joined date. After joining the program for 90 days, Members are required to start sharing medical costs (if there is a Needs Case).
- IV. **Maximum Sharing** – When case(s) are approved, members are required to share the medical bill equally with other active members, up to a maximum contribution of RM50 per month. In months without any approved cases, there is no cost-sharing required from members.
- V. **Sharing Account Auto Top-Up** - The Sharing Account Opening Amount will automatically be topped up via the Member's eMandate Account. This ensures that there are sufficient funds in the Member's Sharing Account to share medical costs, while also ensuring that their account remains active. Failure to top up their Sharing Account after joining or on future recurring top-ups will result in the termination of membership.
- VI. **Stop Sharing** - In the event that a Member chooses to withdraw from the Program or is terminated for any reason, the Administrator will process a refund of the remaining balance in their Sharing Account. The refund will be transferred to the Member's eMandate bank account, which may take up to 60 days to process.

## 6.C - Share Amount

Based on our actuarial analysis, Members 45 years of age and under have a sharing ratio of 1.0. Conversely, Members above 45-years-old have a higher sharing ratio. If there are 900 Members under 45 and 100 Members above 45 (sharing ratio of 1.4), then the total medical cost is RM10,000.

Here's how we break it down:

$$900 \times 1.0 + 100 \times 1.4 = 1,040$$

Each unit of the cost will be  $RM10,000/1040 = RM9.615284$  (at sharing ratio of 1.0), which will be rounded up to 2 decimal places to RM9.62.

Therefore, the members at ratio 1.0 will share RM9.62, and those at ratio 1.4 will share RM13.47 (rounded up).

$$\begin{array}{rclcl} 900 & \times & \text{RM9.67} & = & \text{RM8,658} \\ 100 & \times & \text{RM13.47} & = & \text{RM1,347} \end{array}$$

The total shared amount will be  $RM8,658 + RM1,347 = RM10,005$ . An extra RM5 will be deducted from the following month's total medical expenses before being shared by Members in the community.

**NOTE:** This is a sample calculation. Actual sharing ratio and cost sharing may vary depending on the specific circumstances and terms stipulated in the We Kongsi Program guidelines, which will be disclosed once the final results analysis is released.

## 6.D - Transaction Fees

As a medical cost-sharing program, providing convenient and secure payment options to our Members is crucial. Which is why, We Kongsi has chosen to use reputable third-party payment services like eMandate, FPX, card tokenization, and other methods to facilitate safe and efficient payment transactions.

Curlec is our payment partner for all these transactions, ensuring a seamless user experience for our Members. **NOTE:** "CURLEC MY-ECOM" or "CURLEC MY-RECURRING" will appear in payment statements. To be fully transparent, these payment services do come with different transaction fees. Transaction fees associated with membership payments will be absorbed by We Kongsi. All other transaction fees associated with Sharing Account payments will be borne by the Members themselves.

As always, We Kongsi consistently monitor and improve our services to ensure we provide our Members with the best and most trusted payment options available.

# Decision Making

## 7.A - Program Guidelines

The We Kongsı Program Guidelines facilitates and coordinates the medical cost sharing of Members' contributions in accordance with the rules and regulations that governs our values and operations. These Guidelines serve to:

- **Inform** - on qualifying medical expenses that Members can choose to share amongst themselves
- **Explain** - the process by which Members' contributions are shared
- **Guide** - help navigate the Program to best utilize Member eligibility and benefits

As our Program evolves over time, these Guidelines may be subject to improvements and updates by our Program Administrators. Only the latest version of the Program Guidelines will be uploaded to the We Kongsı website and system.

Our Members will always be the first to be informed of any amendments via email notifications. It is the responsibility of each Member and all relevant parties to consistently stay up-to-date with the version of the Program Guidelines to ensure compliance with all rules and regulations.

## 7.B - Amendment of Guidelines

Subject to evolve for the better from time to time, The We Kongsı Program Guidelines will typically be **amended every 6 months**. The date and version will always be indicated on the front page and every subsequent header within the pages of the Guidelines. The Program Administrator reserves the right to make amendments at their full discretion, after taking into account advisory votes, feedback, and recommendations from Members of the Program.

Our focus is to consistently manage community risk. In other words, we strive to keep the sharing process as healthy and as sustainable as possible. To maintain that optimum standard, We Kongsı may change the sharing ratio for different age groups on occasion. If a certain age group has a significantly higher number of claims, they may be considered a 'high risk group' and therefore be subjected to an increase in their Sharing Ratio. **NOTE:** This decision will be determined by the Administrator team with reference to findings from the actuarial report.

The primary purpose of routinely amending the Guidelines is to ensure fairness and equity within the Program, as well as to improve benefits for Members. Our main aim is to provide cost-sharing opportunities to our members to manage their medical expenses. By updating the Guidelines, We KongsI strives to improve the Program's effectiveness, consistently adjusting it to align with the evolving needs of our Members.

For Members, it is imperative to stay up-to-speed with the latest and greatest version of the Guidelines not only to ensure compliance, but to also get the most out of the Program and the Community.

## 7.C - Disputes & Appeals

The success of We KongsI as a voluntary Program built on the foundation of mutual support and shared responsibility, comes from the collective cooperation from all of its Members. In the event of a dispute or disagreement related to the Program or the Guidelines, a comprehensive process for addressing and resolving these issues are of top priority.

By enrolling in the We KongsI Medical Cost-Sharing Program, all Members accept and agree that any Dispute they may have with another Member, the Program, the Administrators, or its Directors, Employees, Representatives and/or Associates, will be resolved using the following procedures, as a last resort:

- I. The Member completes the Dispute form, available on the We KongsI website, and submits it.
- II. The Member receives confirmation upon receipt of their Dispute from the Administrator, as the case is escalated to Senior Management for review within 30 days.
- III. A final formal response bearing the signature of Senior Management should be received within another 30 days, sent by the Administrator.
- IV. If the Dispute is related to admissions approval, the Administrator has the right to escalate the case for discussion with the TPA only after a Dispute case has been submitted. Without a formal Dispute submission, all decision-making rights will fall under the jurisdiction of our TPA.  
**NOTE:** The Administrator does not influence nor participate in the TPA's decision-making process.
- V. The final formal response from the Administrator is always the FINAL decision in the Dispute resolution process.
- VI. If absolutely dissatisfied with the final decision to the Dispute resolution, the Member may file for an appeal.

# Regulation & Compliance

Regulatory compliance is especially important in industries prone to strong compliance oversight, such as financial services and healthcare, as well as sectors where issues like data protection, cybersecurity, and consumer privacy are critical to business continuity and legally compliant operations.

By following the legal requirements and regulations relevant to our business operations, We KongsI can prove its integrity, reliability, and ethics -- all of which fosters stakeholder trust and strengthen its competitive position in the eyes of our Members and the general public.

## 8.A - Scope of Opinion

The objective is to render an official Legal Opinion of We KongsI and its program model based on the following regulatory and compliant issues:

**Issue 1:** Does the Program Structure of We KongsI fall under the categories of Insurance or Takaful?

**Issue 2:** What are the Relationships between the Members of We KongsI themselves and between Kita KongsI from the perspective of Malaysian Contract Law?

**Issue 3:** What is the Legal Structure of We KongsI?

## 8.B - Program Structure

**Issue 1:** Does the Program Structure of We KongsI fall under the categories of Insurance or Takaful?

*No, We KongsI does not fall under the category of insurance or Takaful and accordingly, Kita KongsI Sdn Bhd does not fall under the category of insurer or Takaful business provider.*

To address **Issue 1**, we refer to section 141 of Act 553 (now section 84 of the FSA 2012), which defines insurance as *a contract that requires the elements of offer, acceptance and consideration in return for a money consideration, also known as a premium.*

Common law principles on the law of insurance in Malaysia stipulates that an insurance contract must be supported by an insurance premium paid by the insured to the insurer who assumes the risk of the insured and undertakes to pay to the insured a sum of money or perform some corresponding benefit on the insured upon the happening of some event insured against.

Applying these principle, it is clear that the Program offered by We KongsI does not constitute an insurance scheme for the following reasons:

- **No Requirement to form a Contract of Insurance.** We KongsI members do not pay any premium to either We KongsI or Kita KongsI Sdn Bhd.
- **No Assumption of Risk by We KongsI or Kita KongsI Sdn Bhd.** Each member bears his/her own risk by contributing to the sharing account, which is owned and controlled solely by the Member.

With respect to Takaful, which is a Shariah-compliant alternative to conventional insurance according to the teachings of Islam. At first blush, We KongsI would seem to fall within the category of Takaful based solely on the interpretation section of the Islamic Financial Services Act (IFSA). However, there are material differences, which include:

- **No issuance of a Takaful certificate**
- **No Takaful or insurance contract is drawn up between Members of We KongsI**

Participation in the We KongsI Medical Cost-Sharing Community Program only requires entering into two distinct contracts, both of which do not fall under the category of Takaful.

## 8.C - Member-Program Relationship Dynamic

**Issue 2:** What are the Relationships between the Members of We KongsI themselves and between Kita KongsI from the perspective of Malaysian Contract Law?

*Every member of We KongsI is essentially entered into two separate and distinct contracts: 1) a contract with all other members of the Program to regulate the relationship of Members in relation to the cost-sharing of their medical bills; and 2) a contract with Kita KongsI for the administration of We KongsI.*

To address **Issue 2**, we further define the two contracts that exists between Members and We KongsI:

### **Contract 1: Between each individual Member and Kita KongsI**

Whereby Kita KongsI Sdn Bhd promises to manage and administer We KongsI in return for a consideration in the form of membership fees (*wakālah bi ujah*). This contract also allows Kita KongsI to enter into contracts with other third parties to better manage and administer the Program (such as a Third Party Administrator (TPA), an actuarial team, trustees, etc.)



## **Contract 2: Between all Members of We Kongs**

Whereby individual members agree to the terms and conditions contained in the Program Guidelines, of which includes depositing money to their sharing account (*iltizām bi al-tabarru'*). Whilst a valid contract exists between members, the Member's contract may be terminated in accordance to the Program Guidelines or they may also withdraw at any time.

## **8.D - Program Legal Structure**

### **Issue 3: What is the Legal Structure of We Kongs**

*We Kongs is an online platform provided as part of a service offered by Kita Kongs. We Kongs is not insurance, Takaful, a Society, or a prohibited Kootu fund, and is not currently subject to any particular law in relation to the regulation of the same, save for compliance with general laws in relation to negligence and contract.*

To clarify **Issue 3** further, we elaborate on a few legal structures, none of which applies to We Kongs:

**Society** – *any club, company, partnerships or association of seven or more persons*

Currently not registered as a company, We Kongs does qualify for registration as a mutual-benefit society under the Societies Act 1966. However, to be registered as a mutual-benefit society would complicate the administration for the following reasons:

- The membership fees charged by Kita Kongs will be limited by Reg 1 of the Societies Regulations 1984 and in any event, be subject to supervision by the Registrar of Societies
- We Kongs as a mutual-benefit society may potentially be dissolved by consent of three-fourths of the Members

**Kootu Fund** – *a scheme where participants subscribe periodically to a common fund that is put up for sale or payment to the participants by auction, tender, bid, ballot or otherwise*

At We Kongs, the funds paid by members into the sharing accounts are not put up for sale or payment to any person and belongs solely to that contributing member. These funds are allocated primarily to share in medical expenses of other members' approved medical bills. There are no payments of any interests or dividends.

# Appendix

## 9.A - Panel Hospital Map

## 9.B - Process Flow Diagram

# ADMISSION PROCEDURE



## 9.C – Registration Steps Process

### REGISTER STEP (CREATE ACCOUNT OWNER)



### REGISTER STEP (ADD SHARER)



## 9.D - Sharing Scenarios

### SHARE THE EXACT AMOUNT

TOTAL MEDICAL BILLS	RM100,000
TOTAL MEMBERS	10,000
SHARE PER MEMBER	RM10 <small>(TOTAL MEDICAL BILLS / MEMBERS)</small>

SHARING ACCOUNT (INITIAL BALANCE)	RM100
SHARING ACCOUNT (AFTER BALANCE) <small>(INITIAL SHARING ACCOUNT BALANCE - SHARE PER MEMBER)</small>	RM90

### CONTRIBUTE ONLY WHEN BELOW LIMIT

TOTAL MEDICAL BILLS	RM500,000
TOTAL MEMBERS	10,000
SHARE PER MEMBER	RM50 <small>(TOTAL MEDICAL BILLS / MEMBERS)</small>

SHARING ACCOUNT (INITIAL BALANCE)	RM90
SHARING ACCOUNT (AFTER BALANCE) <small>(INITIAL SHARING ACCOUNT BALANCE - SHARE PER MEMBER)</small>	RM40
SHARING ACCOUNT (TOP UP CONTRIBUTION)	RM60

### SHARE NOTHING

TOTAL MEDICAL BILLS	RM0
TOTAL MEMBERS	10,000
SHARE PER MEMBER	RM0 <small>(TOTAL MEDICAL BILLS / MEMBERS)</small>

SHARING ACCOUNT (INITIAL BALANCE)	RM100
SHARING ACCOUNT (AFTER BALANCE) <small>(INITIAL SHARING ACCOUNT BALANCE - SHARE PER MEMBER)</small>	RM0

## 9.E - List of Specified Illnesses

1.	Hypertension, Diabetes Mellitus & Cardiovascular Disease
2.	All Tumours, Cancers, Cysts, Nodules, Polyps, Stones of the Urinary System & Biliary System
3.	All Ear, Nose (including Sinuses) & Throat conditions
4.	Hernia, Haemorrhoids, Fistulae, Hydrocele, Varicocele
5.	Endometriosis including disease of the Reproductive System
6.	Vertebra-Spinal Disorders (including Disc) and Knee Conditions or Illnesses

## 9.F - List of Day Surgeries

1.	OGDS
2.	Colonoscopy
3.	Breast Lumpectomy
4.	Rubber Banding of Haemorrhoids
5.	Removal of Benign Swellings (Thyroid Cysts, Neck, Submandibular Glands)
6.	Foreign Body Removal (for Children & Adults)
7.	Removal of Ganglion
8.	Knee Arthroscopy
9.	Incision & Drainage

## 9.G - List of Congenital Conditions

1.	Spina Bifida
2.	Neural Tube Defects
3.	Birth Mark Hemangiomas
4.	Down's Syndrome
5.	Club Foot (Talipes Equinovarus)
6.	Osteogenesis Imperfecta
7.	Hereditary Multiple Exostosis
8.	Pre-Auricular Sinus
9.	Arteriovenous Malformation (AVM)
10.	Aneurysm (associated with AVM)
11.	Cleft Palate
12.	Birth Mark / Naevus

## 9.H - List of Classical Hereditary Conditions

1.	Thalassemia
2.	Haemophilia

3.	G6PD
4.	Sickle Cell Anaemia
5.	Familial Exudative Vitreoretinopathy
6.	Cystic Fibrosis
7.	Marfan Syndrome
8.	Polycystic Kidney
9.	Huntington's Disease
10.	Homocystinuria
11.	Gangliosidosis
12.	Celiac Disease

## 9.1 - List of Common Medical Conditions

1.	Dengue
2.	Viral Fever
3.	Bronchiolitis and Bronchitis
4.	Influenza
5.	Respiratory Infection
6.	Infectious Gastroenteritis and Colitis
7.	Pneumonia
8.	Tonsillitis and Pharyngitis
9.	Gastritis



10.	Urinary Tract Infection
11.	Mild Asthma Conditions
12.	Sinus Infections
13.	Minor Cuts requiring Stitches
14.	Sprains and Strains
15.	Minor Fractures
16.	Skin Infections
17.	Ear, Nose and Throat (ENT) Infections