



Please read this Product Statement before You decide to take up Pusara Pro.

1. Product Information

1.1. General Information

- 1.1.1. Pusara Pro is a Takaful product which provides death benefit and compassionate benefit in the event of death of Person Covered ("**Product**").
- 1.1.2. The Product is launched to provide a simple, accessible and an affordable access to Takaful, through the use of a digital platform where users can purchase, manage and make a claim application if necessary.
- 1.1.3. Ouch Protect Berhad (Company Registration No. 202101024819 [1425119-W] ("**Takaful Operator**" or "**We**" or "**Us**") is an entity established to manage the Takaful business, including the undertaking of administrative work, and claims application. The Takaful Operator is an approved participant in the Bank Negara Malaysia's Regulatory Sandbox and regulated by Bank Negara Malaysia.
- 1.1.4. The Takaful Operator has engaged Universal Trustee (Malaysia) Berhad (Company Registration No. 197401000629 [17540-D]) ("**Independent Custodian**") to act as an independent custodian to hold the funds contributed by the Participant(s).
- 1.1.5. The Takaful Operator has also appointed Swiss Reinsurance Swiss Re Asia Pte. Ltd., Malaysia Branch ("**Retakaful Company**") to provide retakaful and mitigate the risk of the Participant(s)' funds.

1.2. Product Concept

The **Participant(s)** commit to contribute their monies into the Community Pool for the purpose of mutual help and assistance to any Participant(s) in the event of misfortunes. The Community Pool is held by the Independent Custodian on trust for the Participant(s). The Takaful Operator administers the Community Pool including claims application and risk management in accordance with this Product Statement. The Retakaful Company provides a takaful cover on the risks of the Community Pool.

1.3. Shariah Concept

The Product is based on Shariah concepts. The Shariah concepts applicable are:

- a) Wakalah – the Participant(s) appoint and authorize the Takaful Operator to coordinate and administer the Community Pool. The Takaful Operator takes a portion of the Participant(s)' Contribution as a management fee in return of these services to meet the Takaful Operator's management expenses including marketing and operation costs as well as technical and operational costs;
- b) Tabarru' – the balance of Contribution after deduction of management fee, which will be allocated into the Community Pool as a donation to help fellow **Participant(s)** in need; and
- c) Qard – is an interest-free loan provided by the Takaful Operator in the event of a deficit in the Community Pool. This amount will be recovered from the future Surplus prior to distribution.
- d) Ijarah – Under the Product, Universal Trustee (Malaysia) Berhad is appointed as an independent custodian to hold the funds contributed by the Participant(s), and in return, the Independent Custodian will receive a fee for the services provided.
- e) Wakalah Bi Al-Istithmar – Under the Product, refers to a wakalah contract to be entered into with an investment agent ("Investment Agent") for the purpose of investment under Pusara Pro. The Investment Agent shall be a holder of a Capital Markets Services Licence issued under the Capital Markets and Services Act 2007 who will be engaged to manage the Participants' funds in instruments that are approved as Shariah-compliant by Ouch's Shariah Advisor. The Investment Agent will be paid a fee for the services rendered.

1.4. Digital Takaful

The Product is only sold online, and is available through the website located at <https://ouch.my> ("**Website**") or mobile application, namely Ouch! Takaful ("**App**"). Through the use of website and mobile application, the Takaful Operator aims to provide a fast, accessible and convenient experience to the consumers. Users can discover product(s), make enquiries about product(s), and review the Takaful details on the Website and App.

The Takaful Operator aims to introduce a basic, simple and affordable protection plan. No agent will be involved, and hence, no agent's commission will be charged on the Product. Besides, lower contribution rate is achieved through the use of digital marketing and digital platform.

2. Eligibility

2.1. Entry Age

This Product is available to any citizen of Malaysia between the Age of 16 years old and 50 years old. Age refers to the age based on the next birthday of the Person Covered. For example:

Date of birth	5 September 1992
Date of entry	10 June 2021
Age for the purpose of this Product	29 years old

2.2. Application

You may sign up for the Product via the Website or the App. You need to register for an account on the Website or App before You can proceed to sign up for the Product. The Product is only available online and will not be sold by any agent. However, the online distribution of the Product may involve marketing collaboration with the Takaful Operator's business partner(s).

2.3 Medical Examination not required

Unless specifically requested by the Takaful Operator, medical examination or medical report is not required. Any application will either be accepted or rejected based on the Takaful Operator's pre-determined requirements.

2.4 Confirmation of Application

The confirmation of application is through electronic communication to the applicant, or through notification sent to the applicant on the Website or App. Applicant may check his/her application status on Website or App.

3. Benefits and Exclusions

3.1. Benefits/Coverage

The Product provides the following benefits:

3.1.1 Death Benefit

In the event of death of the Person Covered while the Takaful Certificate is in force, 100% of the Sum Covered will be payable to the Nominee(s) or to the person(s) required to be paid under the laws of Malaysia, provided that the Takaful Operator received the satisfactory notification of death accompanied by the documentary evidence of death; AND

3.1.2 Compassionate Benefit

In the event of death of the Person Covered while the Takaful Certificate is in force, 10% of the Sum Covered will be payable as Compassionate Benefit in one lump sum within twenty-four (24) hours from the satisfactory notification of death accompanied by the

receipt of death certificate of the deceased Person Covered by the Takaful Operator to cover the Final Expenses.

Please refer to the Takaful Certificate for more information regarding the claim procedure.

3.2. Exclusions

3.2.1. Suicide

If death of the Person Covered is due to suicide, while sane or insane, within one (1) year from the commencement date of the Takaful Certificate or any reinstatement date, whichever is later, no benefits shall be payable.

3.2.2. Pre-Existing Condition

If death of the Person Covered is due to Pre-Existing Condition existed prior to the Commencement Date or reinstatement date, whether directly or indirectly, no benefits shall be payable.

“Pre-Existing Condition” means illnesses/disabilities of the Person Covered prior to the Commencement Date or reinstatement date, whichever is later, that the Person Covered and/or the Participant(s) has reasonable knowledge of. The Person Covered and/or the Participant(s) may be considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which:

- (a) the Person Covered had received or is receiving treatment;
- (b) medical advice, diagnosis, care or 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;

Please refer to the Takaful Certificate for more information regarding the benefits and exclusions.

4. Contribution and Fee

4.1. Contribution

The Contribution that a Participant(s) has to pay is as specified in the Takaful Certificate or any subsequent Endorsement issued by the Takaful Operator. The contribution rate is not guaranteed. Any surplus from the Community Pool shall be distributed to the eligible Participant(s) in the form of reduction of Contribution amount in the subsequent Certificate Year(s) or such other forms and amount as determined by the Takaful Operator.

4.2 Fee

20% fixed management fee ("Management Fee") will be deducted upfront monthly or annually (as agreed between the Participant(s) and the Takaful Operator) from the Contributions as Wakalah fee to pay for the Takaful Operator's management expenses including marketing and operation costs as well as technical and operational costs. The Contribution less the Management Fee will be allocated into the Community Pool as *Tabarru'* for the purpose of helping the other Participant(s) in need and meeting claims on the occurrences covered under the Takaful Certificate.

The table below shows the allocation of Contribution:

Percentage of Contribution	
Fixed Management Fee	Allocation of Contribution into the Community Pool
20%	80%

5. Other Key Terms and Conditions

5.1. Policy Renewal

- 5.1.1 Participant(s)' coverage under this policy or Product is automatically renewable by Takaful Operator on a yearly term basis until the coverage age limit specified. However, Takaful Operator do not guarantee the renewal of this policy.
- 5.1.2 If Takaful Operator decide not to renew this policy, Takaful Operator will notify You at least 30 days before the Takaful Certificate anniversary.
- 5.1.3 If there are any changes to the contribution amount on the next Takaful Certificate anniversary, Takaful Operator will notify You at least 30 days before the Takaful Certificate anniversary and inform You of the latest amount of contribution for the renewal.
- 5.1.4 The updated contribution rate will only be imposed on the next Takaful Certificate renewal date, unless You disagree in writing and notify Takaful Operator via our email at hello@ouch.my within a period of 30 days ("Notice Period") of Your intention to surrender or terminate this Takaful Certificate

5.2. Importance of disclosure

A Participant(s) is required to disclose facts that he/she knows to be relevant or a reasonable person in the circumstances could be expected to know to be relevant, including the correct age and medical conditions of the Person Covered. Participant(s) shall not provide false or inaccurate information. Failure to disclose material facts may result in voidance of the contract of Takaful,

refusal or reduction of claim, change of the terms or termination of the Takaful Certificate. The above duty of disclosure shall continue until the time the Takaful Certificate is entered into, varied or renewed. Participant(s) have a duty to inform the Takaful Operator should any of the information provided become inaccurate or has changed after the Takaful Certificate is entered into, varied or renewed.

5.3. Cooling-Off Period

Participant(s) are given fifteen (15) calendar days from the date of delivery of the Takaful Certificate to review the appropriateness and suitability of the Product for their needs. Within this period, Participant(s) may cancel his/her certificate. The Contributions that have paid will be refunded to the said Participant(s).

5.4. Grace Period

Participant(s) are given a grace period of thirty (30) calendar days from the Contribution payment due date to pay the Contribution. If the Contribution is not paid after the expiry of the grace period, the Takaful Certificate will lapse and terminate, and the Person Covered will not have any coverage or benefit. If Participant(s) die during the Grace Period, any outstanding contribution shall be deducted from the claim proceeds payable under this Product.

5.5. Amendments of this Product Statement

This Product Statement may be amended from time to time as circumstances require and as determined to be appropriate by the Takaful Operator, and such amended Product Statement shall supersede all other versions of the Product Statement.

5.6. Surplus

A surplus may arise during the calendar year if the Community Pool experiences a positive balance after the payment of claims, claims-related costs, actuarial-related reserves, additional reserves, repayment of Qard, deficit carried forward from the previous deficit account, investment related expenses, custodian expenses, retakaful costs, and other costs approved by the Takaful Operator's Shariah Advisor ("Surplus"). Any Surplus will be distributed to eligible Participant(s) during the calendar year only. The Takaful Operator and the Independent Custodian will not participate in sharing the Surplus with the Participant(s). Participant(s) will be eligible for the Surplus arising in the relevant calendar year(s) during which their Takaful Certificate are in force, and will be disbursed based on their pro-rata Contribution of each calendar year. Surplus distribution (if any) shall be disbursed in the form of reduction of Contribution amount of the next Certificate Year. Should a Participant(s) choose to discontinue the contract of Takaful, his/her eligible portion of Surplus will be donated to third party charitable organizations as may be determined by the Takaful Operator and approved by the Takaful Operator's Shariah Advisor.

5.7. Claim Procedure

Claimant shall refer to the Takaful Certificate and the claim submission process stated on the Website or the App, which may include completing prescribed form(s) online and attaching the relevant requested documents of proof.

5.8. Cancellation

A Participant(s) may cancel or surrender his/her Takaful Certificate via Takaful Operator's App.

The above terms and conditions are non-exhaustive. Please refer to the Takaful Certificate for the full list of terms and conditions.

6. Custodian Account and Proper Administration

6.1. Funds Held by Independent Custodian

The Contributions donated by the Participant(s) to the Community Pool will be deposited into the Custodian Account in which it will be held in trust by the Independent Custodian for the Participant(s). The Independent Custodian will deduct the Management Fee upfront from the Contributions paid by the Participant(s) and render such Management Fee to the Takaful Operator. The Independent Custodian will utilise the funds in the Community Pool for the purpose of paying benefits to the eligible persons, retakaful contribution and other related fees and expenses upon receipt of instructions from the Takaful Operator. In addition, upon receipt of the instructions from the Takaful Operator, the Independent Custodian may transfer the funds in the Community Pool or any part of it to a third party fund manager appointed by the Takaful Operator for Shariah-compliant investment purposes. Return from such investments shall be delivered to the Independent Custodian and become part of the funds in the Community Pool to be held in trust.

6.2. Proper Books and Accounts

The Takaful Operator shall procure the Custodian to keep or cause to be maintained accurate and detailed accounts of all investments, claims, receipts and disbursements and other transactions relating to the Custodian Account at all times, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any person(s) designated by the Takaful Operator.

6.3. Proper Administration

The Takaful Operator shall oversee the Community Pool in accordance with this Product Statement and the Takaful Certificate. The Takaful Operator shall determine the eligibility of claims and ensures that the correct amount of Contributions are paid by Participant(s). The Takaful Operator strives to manage Takaful operations and administer the Community Pool in a prudent manner and in accordance with Shariah. The Takaful Operator agrees to bear the costs in management and distribution costs. In the event of a deficit in the Community Pool, the Takaful Operator shall provide an interest-free loan called Qard to support the pool. The Takaful Operator makes use of the convenience of technology innovation to assist Participant(s) in the purchase of product and answering queries.

6.4. Fair and in the Best Interest

The Takaful Operator only charges 20% of fixed Management Fee. Any ineligibility of claim or delay in paying claims will not cause the Takaful Operator to gain financially or be less profitable. The Takaful Operator carries out its duties as expressed in this Product Statement and Takaful Certificate objectively, and pays the claimants as soon as possible.

The Takaful Operator (including its directors) will at all times act in the best interest of the Participant(s) and will not conduct themselves in any manner that will result in conflict of interest or potential conflict of interest. In the unlikely event that any conflict of interest arises, the Takaful Operator will take the necessary remedial actions to resolve the conflict in a way such that the Community Pool is not disadvantaged, and will seek to resolve the conflict fairly and in accordance with the contract of Takaful.

6.5. Majority Independent Directors

For good governance, the Takaful Operator's board of directors comprises a majority independent directors. The board of directors shall overlook the administration of the Community Pool.

6.6. Shariah Advisor

A Shariah Advisor will be appointed to review of processes, framework and advise on the Product to ensure the business and operations related to the Product are conducted in accordance with the Shariah principles.

6.7. Change of Arrangement

To further protect the Participant(s), the Participant(s) shall be entitled to change the arrangement relating to the Community Pool, including change of Takaful Operator as the administrator of the Community Pool should the Takaful Operator become unable to fulfil its obligation. Any proposal for a change in the arrangement relating to the Community Pool shall be passed with a majority of votes representing not less than 75% of the total voting rights of the Participant(s) (including proxy or authorized representative) present and voting (where one Takaful Certificate held by Participant(s) shall represent one vote).

7. Definitions

For the purpose of this Product Statement, the following words or expressions, wherever mentioned in this Product Statement, shall have the following meanings unless otherwise stated:

"Age" means age on last birthday;

"Certificate Year" means the period which starts on the commencement date stated in the Takaful Certificate and ends on the day before the following Takaful Certificate anniversary;

"Community Pool" refers to a pool of funds established for the purpose of brotherhood, solidarity and cooperation among the Participant(s) in Community Pool on the occurrence of the pre-agreed events. The Community Pool is collectively owned by the pool of Participant(s);

“Contribution” means any amount the Takaful Operator requires a Participant(s) to pay under the Takaful Certificate or any subsequent endorsement issued by the Takaful Operator;

“Custodian Account” means the custodian account maintained and held by the Independent Custodian on behalf of the Participant(s), and in which the Participant(s) deposited the funds to be held in trust;

“Final Expenses” means the bereavement expenses and all other relevant costs and expenses incurred in the event of the death of a Person Covered, subject to a maximum of 10% of the Sum Covered;

“Management Fee” means the Wakalah fee or the fee imposed by the Takaful Operator in return for its services and is calculated according to the percentage of Contribution, and this amount will not be allocated into the Community Pool;

“Participant(s)” or **“You”** or **“Your”** means the person affecting the Takaful Certificate. A Participant(s) may be a Person Covered or someone other than the Person Covered;

“Nominee” means the person named in the Takaful Operator’s records to receive the benefits upon the Person Covered’s death.

“Person Covered” refers to the person who is covered under the Takaful Certificate;

“Qard” refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this Product, the Takaful Operator will lend an amount of money to the Community Pool without interest if the Community Pool is in deficit;

“Sum Covered” refers to the amount of coverage in respect to the benefits provided under the Takaful Certificate;

“Tabarru” means donation for charitable purposes. Under this Product, a portion of Contribution is allocated into the Community Pool for the purpose of mutual help among the Participant(s) to provide financial assistance to fellow Participant(s) in need;

“Takaful” means an arrangement based on mutual assistance under which takaful Participant(s) agree to contribute to a common fund providing for mutual financial benefits payable to the takaful Participant(s) or their beneficiaries on the occurrence of pre-agreed events;

"Takaful Certificate" means the Takaful contract which consists of the Takaful Certificate wording, any schedule and endorsement therein;

"Takaful Operator" refers to Ouch Protect Berhad (Company Registration No. 202101024819 [1425119-W]); and

"Wakalah" refers to a Shariah contract where a party, as principal authorizes or appoints another party as his agent to perform a particular task on matters. Under this Product, the Participant(s) appoint and authorize the Takaful Operator to coordinate the Community Pool, where the Participant(s) allow the Takaful Operator to deduct certain amount of Contribution as Management Fee (Wakalah fee) for the services rendered.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

IMPORTANT NOTES:

THIS PRODUCT STATEMENT CONTAINS A SUMMARY AND INFORMATION OF THE PRODUCT AND IS NON-EXHAUSTIVE. PLEASE REFER TO THE TAKAFUL CERTIFICATE FOR MORE INFORMATION ABOUT THIS PRODUCT. THE TAKAFUL CERTIFICATE SHALL ALWAYS PREVAIL OVER THIS PRODUCT STATEMENT.

THIS IS A PURE PROTECTION PRODUCT AND DOES NOT PROVIDE ANY SAVINGS OR INVESTMENT ELEMENTS. YOU MUST EVALUATE YOUR OPTIONS CAREFULLY AND SATISFY THAT THIS PRODUCT WILL BEST SERVE YOUR NEEDS AND THAT THE CONTRIBUTION PAYABLE UNDER THIS PRODUCT IS AN AMOUNT YOU CAN AFFORD. THIS PRODUCT IS DISTRIBUTED WITHOUT ANY INTERMEDIARIES.

This Takaful product is underwritten by Ouch Protect Berhad (Company Registration No. 202101024819 [1425119-W]), an approved participant in the Bank Negara Malaysia's Regulatory Sandbox and regulated by Bank Negara Malaysia.