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**POLICY**

# **Smart***Care Optimum Plus*
## Hospital & Surgical Insurance Policy

**IMPORTANT NOTICE**

This is your **Smart***Care Optimum Plus* Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or AXA Affin General Insurance Berhad. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

To help preserve the environment, AXA will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: customer.service@axa.com.my

2. If you are still not satisfied with the way any issue has been handled you can:
   (a) Refer matters concerning claims to:
   Ombudsman for Financial Services - Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
   Tel: (603) 2272 2811 Fax: (603) 2272 1577

   (b) Submit your complaints/feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-2174 1515; or e-mail to bnmtelelink@bnm.gov.my; or send letter to P.O Box 10922, 50929 Kuala Lumpur.

If you require a copy of this policy in Bahasa Malaysia, please contact us and we will be happy to send you one. You can also log on to our website to download a copy.

### HOW YOUR INSURANCE OPERATES

Your **Smart***Care Optimum Plus* **Policy** is a contract between You and AXA AFFIN GENERAL INSURANCE BERHAD and it consists of:

- the Policy Contract,
- the Policy Schedule and Schedule of Benefits, which has details relating to You, the type of cover and Period of Insurance.

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

### ELIGIBILITY AND SCOPE

**1. Person Eligible**
Persons eligible to be covered under this Policy must be:
(a) aged between fifteen (15) days and sixty-five (65) years and the Policy shall be renewable up to age one hundred (100);
(b) Persons who legally reside in Malaysia, Brunei or Singapore. Persons become ineligible when they have resided continuously for ninety (90) days, or spend more than one hundred and eighty (180) days in a calendar year, outside Malaysia, Brunei or Singapore.

**2. Addition of Insured Persons**
Dependants of the Policyholder who are eligible, may be included as an Insured Person under this Policy if:
(a) the Policyholder requests such inclusion,
(b) the Dependants are eligible to be insured in accordance with the terms and standards of acceptance of the Company, and
(c) the required additional premium is paid.

**3. Geographical Territory**
All benefits provided in this Policy are applicable worldwide for twenty-four (24) hours a day.

**4. Overseas Treatment**
If the Insured Person elects to or is referred to be treated outside Malaysia by the Attending Physician, benefits in respect of the Treatment shall be limited to the Reasonable and Customary and Medically Necessary Charges for such equivalent local Treatment in Malaysia and shall exclude the cost of transport to the place of Treatment. Reasonable and Medically Necessary Charges shall be deemed to be those laid down in the Malaysian Medical Association's Schedule of Fees.

**5. Overseas Residence**
No benefit whatsoever shall be payable for any medical Treatment received by the Insured outside Malaysia, Singapore or Brunei, if the Insured resides or travels outside these countries for more than ninety (90) consecutive days.

**6. Succeeding Policyholder**
In the event of death of the Policyholder while this Policy is in force, the Policyholder's legal spouse provided they are an Insured Person under this Policy, shall automatically become the Policyholder and all references in this Policy to the Policyholder shall thereafter mean such spouse.

### GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule

| TERMS | MEANING |
|---|---|
| **1. We/Us/Insurer/ AXA/Company** | Refers to AXA Affin General Insurance Berhad. |
| **2. You/Your/ Yourself/Insured** | Refers to the Policyholder and/or Insured Person. |
| **3. Accident** | Shall mean a sudden unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury. |
| **4. Child** | Shall mean any person who has attained the age of fifteen (15) days and is an unmarried person, is financially dependent upon the Insured and is under the age of nineteen (19), or up to the age of twenty-three (23) for those registered as full time students at a recognized educational institution. |

**5. Congenital Conditions**

Shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. This will include ALL congenital conditions as classified and listed by World Health Organization on Congenital Malformations, Deformations & Chromosomal Abnormalities. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Insured was continuously covered under this Policy.

**6. Day**

Shall mean the definition of a charging Day adopted by the Hospital concerned.

**7. Day Surgery / Daycare**

Shall mean a patient who needs the use of a recovery facility for a Surgical Procedure on a pre-plan basis at the Hospital/ Specialist clinic (but not for overnight stay).

**8. Dental Treatment**

Shall mean treatment required to establish or maintain oral health, tooth repair, scaling, fillings, tooth extraction, malocclusion, restoration of tooth function and alignment.

**9. Dentist**

Shall mean a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided, but excluding a physician or surgeon who is the insured himself.

**10. Dependents**

Shall mean any of the following persons:

(a) a legally married spouse,

(b) unmarried children over fifteen (15) days old but under nineteen (19) years of age or twenty-three (23) years of age is still on full-time higher education, and who are not gainfully employed.

**11. Disability**

Shall mean a Sickness, Disease, Illness or the entire Injuries arising of a single or continuous series of causes. ANY ONE DISABILITY shall mean all of the periods of disability arising from the same cause including any and all complications there from except that if the Insured Person completely recovers and remain free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the disability for at least ninety (90) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

**12. Doctor or Physician or Surgeon or Anesthetist**

Shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such Treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the insured himself.

**13. Eligible Expenses**

Shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the schedule.

**14. Hospital**

Shall mean only an establishment duly constituted and registered as a Hospital for the care and Treatment of sick and injured persons as paying bed-patients, and which:

(a) has facilities for diagnosis and major Surgery,

(b) provides twenty-four (24) hour a day nursing services by registered and graduate nurses,

(c) is under the supervision of a Physician, and

(d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

**15. Hospitalisation**

Shall mean admission to a Hospital as a registered In-patient for Medically Necessary Treatments for a covered Disability upon recommendation of a Physician. A patient shall not be considered as an In-patient if the patient does not physically stay in the Hospital for the whole period of confinement.

**16. Injury**

Shall mean bodily injury caused solely by Accident.

**17. Illness, Disease or Sickness**

Shall mean a physical condition marked by a pathological deviation from the normal healthy state.

**18. In-patient**

Refers to the admission overnight of an Insured Person into a Hospital in order to receive Treatment.

**19. Insured Persons or Insureds**

Shall mean the person described in the Policy Schedule including his/her Dependant (if applicable).

**20. Intensive Care Unit**

Shall mean a section within a Hospital which is designated as an Intensive Care Unit by the Hospital, and which is maintained on a twenty-four (24) hour basis solely for Treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

**21. Malaysian Government Hospital**

Shall mean a Hospital which charges of services are subject to the Fee Act 1951 Fees (Medical) Order 1982 and/or its subsequent amendments, if any.

**22. Medically Necessary**

Shall mean a medical service which is:

(a) consistent with the diagnosis and customary medical Treatment for a covered Disability, and

(b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and

(c) not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an In-patient), and

(d) not of an experimental, investigational or research nature, preventive or screening nature, and

(e) for which the charges are fair and Reasonable and Customary for the Disability.

**23. Out-patient**

Shall mean the Insured Person is receiving medical care or Treatment without being Hospitalized and includes Treatment in a Daycare center.

**24. Pre-existing Illness**

Shall mean Disabilities that the Insured Person has reasonable knowledge of. An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

(a) the Insured Person 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.

**25. Prescribed Medicines / Drugs**

Shall mean medicines that are dispensed by a Physician, a Registered Pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of Treatment for a covered Disability.

**26. Policy Year**

Shall mean the one (1) year period including the effective date of commencement of Insurance and immediately following that date, or the one (1) year period following the Renewal or Renewed Policy.

**27. Lifetime**

Shall mean the entire duration during which the Policy under Insured Person is in force, taking into account renewals or replacement.

**28. Policyholder / Policyowner**

Shall mean a person or a corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Persons in this Policy.

**29. Reasonable and Customary Charges**

Shall mean charges for medical care which is Medically Necessary shall be considered Reasonable and Customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable Treatment, services or supplies to individual of the same sex and of comparable age for a similar Sickness, Disease or Injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Insured Person's medical condition. In Malaysia, Reasonable and Customary Charges shall be deemed to be those laid down in the Malaysian Medical Association's Schedule of Fees.

**30. Renewal or Renewed Policy**

Shall mean a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.

**31. Specialist**

Shall mean a medical or dental practitioner registered and licensed as such in the geographical area of his practice where Treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a physician or surgeon who is the insured himself.

**32. Specified Illness**

Shall mean the following Disabilities and its related complications, occurring within the first one hundred and twenty (120) days of Insurance of the Insured Person:

(a) Hypertension, diabetes mellitus and cardiovascular disease;

(b) All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;

(c) All ear, nose (including sinuses) and throat conditions;

(d) Hernias, haemorrhoids, fistulae, hydrocele, varicocele;

(e) Endometriosis including disease of the reproduction system;

(f) Vertebro spinal disorders (including disc) and knee conditions.

**33. Surgery / Surgical Procedure**

Shall mean any of the following medical procedures:

(a) To incise, excise or electrocauterize any organ or body part, except for dental services;

(b) To repair, revise, or reconstruct any organ or body part;

(c) To reduce by manipulation a fracture or dislocation;

(d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

**34. Treatment**

Shall mean Surgery or medical procedures carried out by a Specialist (other than for diagnostic procedures).

**35. Waiting Period**

Shall mean the first thirty (30) days between the beginning of an Insured Person's Disability and the commencement of this Policy date/ reinstatement date and is applied only when the person is first covered. This shall not be applicable after the first year of cover. However, if there is a break in insurance, the Waiting Period will apply again.

**SCHEDULE OF BENEFITS**

| **BENEFITS** | **PLAN 1** | **PLAN 2** | **PLAN 3** |
|---|---|---|---|
| Overall Annual Limit<br>(for Section A and Section B) | RM 2,100,000 | RM 1,500,000 | RM1,100,000 |
| **SECTION A IN-PATIENT & DAYCARE SURGICAL PROCEDURE (per disability)** | | | |
| Room & Board, daily maximum | RM500 | RM350 | RM180 |
| Room Category | Basic Suite | Standard Single Room | Double Bedded Room |
| Total number of days | 180 days | 180 days | 180 days |
| Intensive Care Unit, daily maximum | Full Reimbursement | | |
| Total number of days | 180 days | 180 days | 180 days |
| Ambulance Fee | Full Reimbursement | | |
| Insured Child's Daily Guardian Benefit (Aged below fifteen (15) years old, up to one hundred and eighty (180) days) | Full Reimbursement | | |
| Prescription Drug | Full Reimbursement | | |
| Nursing, Theatre Consumables & other Ancillary Charges | Full Reimbursement | | |
| Surgeons' Fees<br>Anaesthetist's Fees<br>Diagnostic Procedures & Physiotherapy<br>Physician Fees, one visit per day<br>Specialist Fees, one visit per day | Full Reimbursement subject to Overall Annual Limit provided the charges are within the recommendations of the MMA Guidelines and Reasonable & Customary charges. | | |
| Operating Theatre | Full Reimbursement | | |
| Malaysian Government Hospital Daily Cash Allowance (per day) | RM100 | RM100 | RM100 |
| Total number of days | 180 days | 180 days | 180 days |
| **SECTION B OUT-PATIENT TREATMENT (per disability)** | | | |
| Consultation & Diagnostic Procedures within sixty (60) days before hospital confinement | Full Reimbursement | | |
| Post-Hospitalisation Care & Physiotherapy Treatment within ninety (90) days from hospital discharge | Full Reimbursement | | |
| Accident & Emergency Treatment within sixty (60) days from the date of the accident | Full Reimbursement | | |
| Out-patient Kidney Dialysis Treatment | Full Reimbursement | | |
| Out-patient Cancer Treatment | Full Reimbursement | | |
| **SECTION C SPECIAL BENEFITS (Additional limit on top of the Overall Annual Limit)** | | | |
| Accidental Death | RM3,000 | RM3,000 | RM3,000 |
| International Emergency Medical Evacuation & Repatriation, per annual maximum | RM500,000 | RM50,000 | RM50,000 |
| Home Nursing Care, up to one hundred and eighty (180) days, lifetime maximum | RM6,000 | RM5,000 | RM4,000 |

**DESCRIPTION OF BENEFITS**

**Important Notice:** The Benefits described below may be subject to maximum limits or to a deductible. Please check the Schedule of Benefits for details.

1. **Overall Annual Limit**
   Benefits payable in respect of expenses incurred for Treatment provided to the Insured Person during the period of insurance shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of a type/types of Disability. In the event the Overall Annual Limit having been paid, all insurance for the Insured Person hereunder shall immediately cease to be payable for the remaining Policy Year.

2. **Maximum Limit Per Disability**
   Benefits payable in respect of expenses incurred for Treatment provided to the Insured Person during the period of insurance shall be limited to Maximum Limit Per One (1) Disability as stated in the Schedule of Benefits irrespective of the several types of Disability treated in a single Admission.

3. **Daycare Surgical Procedures**
   Reimbursement of fees actually charged by the Hospital or Specialist centre and for all professional fees charged for minor Daycare Surgical Procedures performed as an Out-patient without confinement in Hospital. Such fees or charges shall include all incidental services and supplies provided for the procedures up to the maximum limit as stated in the Schedule of Benefits. The Daycare Surgical Procedures should include minor operations such as but not limited to: Adenoidectomy, Arthroscopy, Broncoscopy, Bunionectomy, Cataract removal, Cholecystectomy, Colonoscopy, Coronary Angiography, Digestive tract endoscopy, Dilatation and curettage of uterus, simple excision of pilonodal cyst, Haemorrhoidectomy, Hammer toe repair, Laparascopy, Laryngoscopy and tracheoscopy, Lumbosacral manipulation, Myringotomy, Prostate biopsy, Reduction of nasal fracture, Strabismus repair and Tonsillectomy, that is commonly performed safely on an Out-patient basis.

   Any Daycare Surgical Procedures done for investigative and diagnostic purposes not related to Treatment for any specified disabilities is not covered.

4. **Hospital Room & Board**
   Reimbursement of the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the Hospital during the Insured Person's confinement, but in no event shall the benefit exceed, for any one (1) day, the rate of Room and Board Benefit, and the maximum number of days as set forth in the Schedule of Benefits. The Insured Person will only be entitled to this benefit while confined to a Hospital as an In-patient or for Day Surgery.

5. **Intensive Care Unit**
   Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement as an In-patient in the Intensive Care Unit of the Hospital. This benefit shall be payable equal to the actual charges made by the Hospital subject to the maximum benefit for any one day, and maximum number of days, as set forth in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum set forth in the Schedule of Benefits, reimbursement will be restricted to the standard Daily Hospital Room and Board rate.

   No Hospital Room and Board Benefits shall be paid for the same confinement period where the Daily Intensive Care Unit Benefits is payable.

6. **In-patient Prescription Drugs**
   Reimbursement for drugs prescribed which are Medically Necessary and directly in connection with Insured Person's Disability. Only the cost of drugs used for the Treatment of the Disability are covered and must be listed in the Malaysian Index Medical Supplies (MIMS), excluding traditional / complementary medicines, supplementary medicines, vitamins or nutritional herbs. Drugs prescribed for use beyond fourteen (14) days after discharge from the Hospital shall not be reimbursable.

7. **In-patient Diagnostic Procedures & In-patient Physiotherapy**
   Reimbursement of Reasonable and Customary charges for In-patient diagnostic procedures or In-patient physiotherapy that relates directly to the Disability and is Medically Necessary for which the Insured Person receives Treatment as an In-patient.

8. **Ambulance Fee**
   Reimbursement of the Reasonable and Customary Charges incurred for necessary domestic road ambulance services (inclusive of attendant) to and/or from the Hospital of confinement. Payment will not be made if the Insured Person is not hospitalised and subject to the limits set forth in the Schedule of Benefits.

9. **Nursing, Theatre Consumables & Other Ancillary Charges**
   Reimbursement for medical report charges up to RM100, general nursing services, Government Service Tax on eligible Room & Board charges and charges for Medically Necessary ancillary services and consumable items which relate directly to the Treatment which the Insured Person receives Treatment as an In-patient or for Day Surgery. Payment will not be made for the acquisition, extraction procedure and cultivation of tissues and cells (inclusive of stem cells) required for treatment.

10. **Surgeon Fee**
    Reimbursement of the Reasonable and Customary Charges for a Medically Necessary Surgery by the Specialists, including pre-surgical assessment Specialist's visits to the Insured Person and post-surgery care up to the maximum number of days from the date of surgery, but within the maximum indicated in the Schedule of Benefits. If more than one (1) Surgery is performed for Any One (1) Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

11. **Anaesthetist Fee**
    Reimbursement of the Reasonable and Customary Charges by the Anaesthetist for the Medically Necessary administration of anaesthesia not exceeding the limits as set forth in the Schedule of Benefit.

12. **Operating Theatre Charges**
    Reimbursement of the Reasonable and Customary Operating Room charges incidental to the Surgical Procedure.

13. **Daily In-Hospital Physician's Visit**
    Reimbursement of the Reasonable and Customary Charges by a Physician for Medically Necessary visiting a in-paying patient while confined for surgical and non-surgical Disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days as set forth in the Schedule of Benefit.

14. **Daily In-Hospital Specialist's Visit**
    Reimburses of fees charged by the attending Specialist for daily bedside visits to the Insured Person during non-surgical confinement in a Hospital. The Company shall pay to the Insured Person an amount equal to the Reasonable and Customary Charges made by the Specialist for visits limited to one (1) visit per day of Hospital confinement, but in no event shall the benefit exceed the maximum number of days for a Disability as set forth in the Schedule of Benefits.

15. **Insured Child's Daily Guardian Benefit (If applicable)**
    Reimburses (up to stipulated limits set forth on the Schedule of Benefits) the expenses for lodging incurred to accompany an insured Child (aged below fifteen (15) years) in the Hospital up to the maximum number of days set forth in the Schedule of Benefit.

16. **Malaysian Government Hospital Daily Cash Allowance**
    Pays a daily allowance for each complete day of confinement for a covered Disability in a Malaysian Government Hospital, provided that the Insured Person shall confine to a Room and Board rate that does not exceed the amount shown in the Schedule of Benefit.

    No payment will be made for any transfer to or from any Private Hospital and Malaysian Government Hospital for the covered Disability.

17. **Pre-Hospitalisation Specialist Consultation**
    Reimbursement of the Reasonable and Customary Charges for the consultation by a Specialist in connection with a Disability within the maximum number of days and amount as set forth in the Schedule of Benefit preceding confinement in a Hospital and provided that such consultation is Medically Necessary and has been recommended in writing by the attending general practitioner.

    Along with specialist consultation, this benefit will also reimburse the cost of drugs prescribed which are Medically Necessary on account of an Injury or Illness related to a Disability preceding Hospitalisation. Only the cost of drugs used for the Treatment of the Disability are covered and must be listed in the Malaysian Index Medical Supplies (MIMS), excluding traditional / complementary medicines, supplementary medicines, vitamins or nutritional herbs.

Payment of pre-hospitalisation specialist consultation benefit will not be made for clinical treatment and medications where the Insured does not result in Hospital confinement for the Treatment of the medical conditions diagnosed.

**18. Pre-Hospital Diagnostic Tests**

Reimbursement of the Reasonable and Customary Charges for Medically Necessary ECG, X-ray and laboratory tests which are performed for diagnostic purposes on account of an Injury or Illness when in connection with a Disability preceding Hospitalisation within the maximum number of days and amount as set forth in the Schedule of Benefit in a Hospital and which are recommended by a qualified medical practitioner. No payment shall be made if upon such diagnostic services, the Insured does not result in Hospital confinement for the Treatment of the medical condition diagnosed. Medications and consultation charged by the medical practitioner will not be payable.

**19. Post-Hospitalisation Treatment**

Reimbursement of the Reasonable and Customary Charges incurred in Medically Necessary follow-up treatment by the same attending Physician, within the maximum number of days and amount as set forth in the Schedule of Benefits immediately following discharge from Hospital for a surgical or non-surgical Disability. This shall include medicines prescribed during the follow-up treatment but the total supply needed shall not exceed the maximum number of days as set forth in the Schedule of Benefits.

**20. Out-Patient Physiotherapy Treatment**

Reimbursement of Reasonable and Customary Charges for Out-Patient Physiotherapy Treatment referred in writing by a licensed Specialist or Physician after Surgery or in-hospital Treatment, within the maximum amount and number of days as set forth in the Schedule of Benefits. However no payment will be made for medication or Treatment and subsequent consultations with the same Specialist or Physician.

**21. Emergency Accidental Out-Patient Treatment**

Reimbursement of the Reasonable and Customary Charges incurred for up to the maximum stated in the Schedule of Benefits, as a result of a covered bodily injury arising from an Accident for Medical Necessary Treatment as an Out-patient at any registered clinic or Hospital within twenty-four (24) hours of the Accident causing the covered bodily injury. Follow-up treatment by the same Doctor or same registered clinic or Hospital for the same covered bodily injury will be provided up to the maximum amount and the maximum number of days as set forth in the Schedule of Benefits.

If as a result of an Accident on sound natural teeth, the Company will reimburse charges for pain relieving Dental Treatment excluding restorative procedure such as crowning, bridging, as well as root canal treatment.

**22. Out-Patient Cancer Treatment**

If an Insured is diagnosed with Cancer as defined below, the Company will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of cancer performed at a legally registered cancer treatment centre or Hospital, subject to the limit of this Disability as specified in the Schedule of Benefit.

The treatment types covered as cancer treatment are only limited to radiotherapy and chemotherapy (injectable or oral), including consultation and examination test. Such treatment must be received or advised at the out-patient department of a Hospital or a registered cancer treatment centre or immediately following discharge from the Hospital after the Surgery.

Cancer is defined as the uncontrollable growth and spread of malignant cells with invasion and destruction of normal tissue for which major interventionist treatment or surgery (excluding endoscopic procedures alone) is considered necessary. The cancer must be confirmed by histological evidence of malignancy.

It is a specific condition of this Benefit that notwithstanding the exclusion of pre-existing conditions, this Benefit will not be payable for any Insured who had been diagnosed as a cancer patient and/or is receiving cancer treatment prior to the effective date of Insurance.

**23. Out-Patient Kidney Dialysis Treatment**

If an Insured is diagnosed with Kidney Failure as defined below, the Company will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of kidney dialysis performed at a legally registered dialysis centre subject to the limit of this Disability as specified in the Schedule of Benefit.

Such treatment (dialysis including consultation, examination tests, take home drugs) must be received at the out-patient department of a Hospital or a registered dialysis treatment centre immediately following discharge from Hospital confinement or Surgery.

**Kidney Failure** means end stage renal failure presenting as chronic, irreversible failure of both kidneys to function as a result of which renal dialysis is initiated.

It is a specific condition of this Benefit that notwithstanding the exclusion of pre-existing conditions, this Benefit will not be payable for any Insured who has developed chronic renal diseases and/or is receiving dialysis treatment prior to the effective date of Insurance.

**24. Accidental Death**

An amount payable upon the death of the Insured Person as a direct result of a covered Accidental Injury. Death shall be established by an official Death Certificate.

**25. International Emergency Medical Evacuation**

Medically Necessary expense for emergency transportation and medical care to move an Insured who has a Critical Medical Condition while outside Malaysia to the nearest Hospital where appropriate care and facilities are available. **Critical Medical Condition** means a condition which in the opinion of the Company constitutes a serious medical emergency requiring urgent remedial Treatment to avoid death or serious impairment to the Insured's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Insured's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facility. The Company retains the absolute right to decide whether the Insured's Sickness or Injury is sufficiently serious to warrant emergency medical evacuation. The Company further reserves the right to decide the place to which the Insured shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the Company is aware at the relevant time.

**26. International Emergency Medical Repatriation**

Reimbursement of the costs of repatriating the Insured or the mortal remains back to Malaysia in the event of the Insured having suffered a total and permanent Disability or death caused by a covered Illness or Accident while outside Malaysia. Death shall be established by an official death certificate. The Company reserves the right to decide the means or by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the Company is aware at the relevant time.

**27. Home Nursing Care Benefit**

Reimbursement of the Reasonable and Customary Charges of full time services of a registered Nurse for services rendered to the Insured Person who is Medically Necessary and prescribed by the attending Physician or Surgeon for the continued treatment at the Insured's home of the specific medical condition. The benefit is only payable after a minimum of three (3) days Hospitalisation beginning within seven (7) days of hospital discharge.

Home Nursing Care cover under this policy includes:

(a) Physical, occupational or speech therapies;

(b) Therapy, treatments for wound, respiratory, diabetes care, colostomy care, tube feeding, injections and other medication administration to the Insured Person in home

Custodial care, meals, general house keeping services, companions and personal comfort item, or any services for activities of daily living that are not Medically Necessary will not be payable.

The benefit payable shall not exceed the Disability limit for the plan as stated in the Schedule. Cover is limited to a maximum period of one hundred and eighty (180) days per life time.

**POLICY EXCLUSION**

This Policy does not cover any hospitalisation, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-existing Illness.
2. Specified Illnesses occurring during the first one hundred and twenty (120) days of continuous cover.
3. Any medical or physical conditions arising within the first thirty (30) days of the Insured Person's cover or date reinstatement whichever is latest except for Accidental Injuries.
4. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy or Lasik), longsightedness, astigmatism and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, lens (except for basic lens) and prescriptions thereof.
5. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Insurance.
6. Private nursing, rest cures or sanitaria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law.
7. Any Treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
8. Pregnancy, pregnancy related or its complications, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilisation.
9. Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to Treatment or diagnosis of a covered Disability or any Treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
10. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
11. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.
12. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
13. Expenses incurred for donation of any body organ by an Insured Person and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
14. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aroma therapy or other alternative treatment.
15. Care or Treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Insured and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract.
16. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations) and any other conditions classified under the "Diagnostic & Statistical Manual of Mental Disorders (DSM-IV Codes)" as published by American Psychiatric Association.
17. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items.
18. Sickness or Injury arising from illegal activities, playing professional sports, racing of any kind (except foot racing) or hazardous sports such as but not limited to skydiving, base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, water skiing, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, handgliding, paragliding or microlighting, parachuting, potholing, skiing off piste or any other winter sports activity carried out off piste.
19. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
20. Expenses incurred for sex changes.
21. Any Treatment directed towards developmental delays and/or learning disabilities in Insured children.
22. Cosmetic (aesthetic) surgery or treatment, or any Treatment which relates to or is needed because of previous cosmetic treatment. However We will pay for reconstructive surgery if:
    (a) it is carried out to restore function or appearance after an Accident or following Surgery for a medical condition, provided that member has been continuously covered under a plan of ours since before the Accident or Surgery happened; and
    (b) it is done at a medically appropriate stage after the Accident or Surgery; and
    (c) We agree to the cost of the Treatment in writing before it is done.
23. Any Treatment which only offers temporary relief of symptoms on any long term Illness and Disease rather than dealing with the underlying medical condition.

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**POLICY CONDITIONS**

**1. Alterations**

The Company reserves the right to amend the terms and provisions of this Policy by giving a thirty (30) days prior notice in writing by ordinary post to the Owner's last known address in the Company's records, and such amendment will be applicable from the next Renewal of this Policy. No alteration to this Policy shall be valid unless Authorized by the Company and such approval is endorsed thereon. The Insurer should give thirty (30) days prior written notice to the Policyholder according to the last recorded address for any alterations made.

**2. Cancellation**

This Policy may be cancelled by the Policyholder at any time by giving a written notice to the Company; and provided that no claims have been made during the current Policy Year, the Policyholder shall be entitled to a refund of the premium as follows:-

| Period Not Exceeding | Refund of Annual Premium |
|---|---|
| 15 days (for renewal only) | 90% |
| 1 month | 80% |
| 2 months | 70% |
| 3 months | 60% |
| 4 months | 50% |
| 5 months | 40% |
| 6 months | 30% |
| 7 months | 25% |
| 8 months | 20% |
| 9 months | 15% |
| 10 months | 10% |
| 11 months | 5% |
| Exceeding 11 months | No refund |

**3. Certification, Information and Evidence**

All certificates, information, medical reports and evidence as required by the Company shall be furnished at the expense of the Insured, and in such a form that the Company may require. In any event all notices which the Company shall require the Policyholder to give must be in writing and addressed to the Company. An Insured shall, at the Company's request and expense, submit to a medical examination whenever such is deemed necessary.

**4. (i) Duty of Disclosure**

Where You have applied for this Insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

**(ii) Fraud**

If any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

**5. Misstatement of Age**

If the age of the Insured Person has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest.

If at the correct age the Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable.

**6. Period of Cover and Renewal**

This Policy shall become effective as of the date stated in the Schedule. The Policy Anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time and any change in the renewal premium shall be notified by the Company in writing at least thirty (30) days before change is effected. It shall not be incumbent on the Company to give notice that any premium for Renewal is due and such premium shall be deemed to be due date on which the Policy expires and must be paid within thirty (30) days thereafter. However, during such thirty (30) days the Company shall remain liable thereunder if by the last of such days the premium is actually paid unless the Company or the Insured Person shall have given notice that the Insurance would not be renewed.

This Policy will be renewable at the option of Policyholder subject to the terms, conditions and termination at each of the anniversary of the Policy date. The renewal premiums payable will increase with age and is not guaranteed. The Company reserves the right to revise the premium rate applicable at the time of Renewal. Such changes, if any shall be applicable to all Policyholders irrespective of their claim experience according to the Company's risk assessment.

This Policy is renewable at the option of Policyholder until the occurrence of any of the following:

(a) non-payment of premium or premium not made on time;
(b) fraud or misrepresentation of material fact during application;
(c) the policy is cancelled at the request of the Policyholder;
(d) the Insured Person ceases to qualify as a dependant based on the definition of the policy;
(e) the Insured Person attains the coverage age limit specified;
(f) on the death of the Insured Person; and
(g) termination of coverage for all policies in a certain market and the Company withdraws this policy completely from the market in accordance with the Portfolio Withdrawal Condition.

**7. Governing Law**

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

**8. Change in Risk**

The Insured Person shall give immediate notice in writing to the Company of any material change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.

**9. Subrogation**

If the Company shall become liable for any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the rights and remedies of the Insured Person against any party and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give or cause to be given to the Company all such assistance in his/her power as the Company shall require to secure the rights and remedies and at the Company's request shall execute or cause to be executed all documents necessary to enable the Company to effectively to bring suit in the name of the Insured Person.

**10. Contribution**

If an Insured Person carries other insurance covering any Illness or Injury insured by this Policy, the Company shall not be liable for a greater proportion of such Illness or Injury than the amount applicable hereto under this Policy bears to the total amount of all valid insurance covering such Illness or Injury.

**11. Upgraded Room & Board Co-Payment**

If the Insured Person is hospitalized at a published Room & Board rate and Room Category which is higher and better than his/her eligible benefit, the Insured Person shall bear 20% of the other eligible benefits described in the Schedule of Benefits. If the Room & Board is of the same category but cost is higher than entitlement, the Insured Person needs to pay the difference in Room & Board only.

**12. Ownership of Policy**

Unless otherwise expressly provided for by Endorsement in the Policy, the Company shall be entitled to treat the Policyholder as the absolute owner of the Policy. The Company shall not be bound to recognise any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a Benefit by the Policyholder (or by his legal or authorized representative) alone shall be an effective discharge of all obligations and liabilities of the Company. The Policyholder shall be deemed to be responsible Principal or Agent of the Insured Persons covered under this Policy.

**13. Waiting Period**

Eligibility for benefits starts thirty (30) days after the Insured has been included in the Policy, except for a covered Accident occurring after the effective date of coverage.

**14. Take Over Policies**

If this policy shall have commenced immediately upon termination of a preceding policy and if an Insured shall have been afflicted with a medical Disability prior or at the time this policy started (and benefits under the preceding policy would have been available to him), such Insured shall continue to be covered for the existing Disability, but not to exceed the limits of the previous policy on condition the Company has secured a copy of the preceding policy.

**15. Change of Plan**

Any increase or decrease in the insurance coverage for the Insured Person which is due to a change in plan will become effective only on the next Policy Anniversary date provided such change has been approved by the Company. Any increase in the insurance coverage shall be subject to further evidence of health satisfactory to the Company.

**16. Upgraded Policies**

If the eligible benefits to any Insured under the terms of this Policy be increased while it is in force or at the time of Renewal or replacement and if such Insured shall have been afflicted with a Disability prior or at the time the Benefits were increased, the Limits of Benefits payable in respect of such Disability shall not exceed the Limit of Benefits prior to the date the Benefits were upgraded.

**17. Conversion Policies**

If the eligible benefits provided under this Policy shall have been converted from an existing coverage of an 'Inner Limits' to an 'As Charged/Full Reimbursement' coverage, and if such Insured shall have been afflicted with a Disability prior or at the time the Benefits were converted the benefits payable in respect of the Disability shall be in accordance with the Schedule of Benefits prior to the date the eligible benefits were converted.

**18. Cooling-Off Period**

If this Policy shall have been issued and for any reason whatsoever the Insured Person shall decide not to take up the Policy, the Insured Person may return the Policy to the Company for cancellation provided such request for cancellation is delivered by the Insured Person to the Company within fifteen (15) days from the date of delivery of the Policy. The Insured Person is entitled to the return of the full premium paid less deduction of medical expenses incurred by the Company in the issue of the Policy.

**19. Portfolio Withdrawal Condition**

The Company reserves the right to cancel the portfolio as a whole if it decides to discontinue underwriting this insurance product.

Cancellation of the portfolio as a whole shall be given by written notice to the Policyholder and the Company will run off all policies to expiry of the period of cover within the portfolio.

**20. Claim Procedures**

(a) The Insured shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of Treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

(b) The Insured shall immediately procure and act on proper medical advice and the Company shall not be held liable in the event a Treatment or service becomes necessary due to failure of the Insured to do so.

**21. Incomplete Claims**

All claims must be submitted to the Company within thirty (30) days of completion of the events for which the claim is being made. Claims are not deemed complete and eligible benefits are not payable unless all bills for such claims have been submitted and agreed upon by the Company. Only actual costs incurred shall be payable in the considered incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at the Company's sole discretion.

**22. Currency of Payment**

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

**23. Condition Precedent to Liability**

The due observance and the fulfilment of the terms, provisions and conditions of this Policy by the Insured Person and in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company.

**24. Notice**

Every notice or communication to the Company shall be in writing and sent to the Company. No alterations in the terms of this Policy or any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

**25. Legal Proceedings**

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Policy, the Insured Person may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Company. After such grace period has expired, the Company will not accept, for any reason whatsoever, such written proof of loss.

**26. Arbitration**

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.