# DESCRIPTION OF HOSPITALISATION & SURGICAL BENEFITS

The amount payable by the Company will not exceed the actual costs of the services rendered and the maximum liability of the Company shall base on the actual, Medically Necessary, Reasonable and Customary charges incurred but not to exceed the benefit limits in accordance with the Benefit Plan set out in the Schedule of Benefits. No benefits whatsoever shall be payable for charges, fees or expenses of every kind and description which is not specifically mentioned hereunder.

1 **HOSPITAL ROOM AND BOARD -** Reimburses the daily charges made by the Hospital for room accommodation, general nursing services and meals for each day of confinement as a registered bed-paying patient in a Hospital but not exceeding the daily limit and/or the maximum number of days as stated in the Schedule of Benefits.

2 **INTENSIVE CARE UNIT -** Reimburses daily charges incurred for confinement in an Intensive Care Unit or Cardiac Care Unit where prescribed by the attending Physician or Surgeon but not exceeding the daily limit and/or the maximum number of days as stated in the Schedule of Benefits.

3 **SURGEON FEES -** Reimburses professional fees charged by the Surgeon for a surgical operation and ward visits up to the maximum amount obtained by multiplying the corresponding percentage for that operation as specified in the attached Surgical Schedule by the Benefit Limit for Surgeon Fees as stated in the Schedule of Benefits. These fees include pre-surgical assessment and all normal post-operative care up to 31 days before and after the operation. Surgeon Fees shall also include those professional fees charged by a second Physician or Surgeon who may be consulted prior and during Hospitalisation of the Insured Person for a surgical operation.

4 **ANAESTHETIST FEES -** Reimburses professional fees charged by An Anaesthesiologist for the supply and administration of anaesthesia performed in a surgical operation Provided that such fees shall not exceed the percentage of the Eligible Surgeon Fee. The percentage is stipulated in the Schedule of Benefits.

5 **OPERATING THEATRE FEES -** Reimburses charges made by Hospital for the use of an Operating Theatre to perform a surgical operation provided that such charges shall not exceed the percentage of the Eligible Surgeon Fee. The percentage is stipulated in the Schedule of Benefits.

6 **DAY-CARE SURGERY -** Reimburses professional fees and incidental medical expenses charged by a Surgeon, Hospital or Day-care Specialist Centre for a surgical procedure performed in an outpatient setting (without Hospitalisation). Surgical procedure shall include Endoscopy (all types), Intravenous pyelogram (IVP/IVU), Barium studies and Angio-graphic studies and other such diagnostic procedures as deemed Medically Necessary and duly referred by a Physician.

7 **IN-HOSPITAL PHYSICIAN VISIT -** Reimburses daily professional fees charged by a Physician for non-surgical Disability confinement, but not exceeding the daily limit and/or the maximum number of days as stated in the Schedule of Benefits.

8 **HOSPITAL SERVICES & SUPPLIES -** Reimburses medical expenses incurred during Hospital confinement for Prescribed Medicines, intravenous infusions, dressings, ordinary splints, plaster casts, rental of appliances, surgical implants, nursing treatment fees, physiotherapy fees, diagnostic tests, electrocardiograms, laboratory examinations and tests, X-rays, blood transfusions, oxygen and its administration.

9 **PRE-HOSPITALISATION AND PRE-SURGICAL DIAGNOSTIC SERVICES -** Reimburses charges for X-ray, diagnostic and laboratory tests which are recommended in writing by a Physician for the purpose of diagnosing a Disability on outpatient basis Provided such services are incurred within 31 days preceding Hospitalisation or surgical procedure. No payment shall be made if upon such diagnostic services, the Insured Person does not result in Hospitalisation for the treatment of the Disability diagnosed.

10 **PRE-HOSPITALISATION SPECIALIST FEES -** Reimburses professional fees charged by a Specialist for the purpose of diagnosing a non surgical Disability on outpatient basis Provided such consultation has been recommended in writing by a Physician and the consultation are made within 31 days prior to Hospitalisation. Payment will not be made for any clinical treatment (including medications and subsequent consultation after the illness is diagnosed) nor the Insured Person does not result in Hospitalisation for the treatment of the Disability diagnosed.

11 **POST-HOSPITALISATION TREATMENT -** (For non-surgical confinement only) Reimburses medical charges for follow-up treatments and administered by the same Physician who treated the Insured Person during the said Hospitalisation for a maximum period of 31 days from the date of discharge from Hospital.

12 **EMERGENCY ACCIDENTAL DENTAL TREATMENT -** Reimburses medical expenses incurred in a Hospital or a registered dental clinic for dental treatment of injury or damage to sound natural teeth as a result of an Accident Provided that the dental treatment is received within forty-eight (48) hours of the Accident causing the Injury. Follow-up treatment by the same Dentist will be covered for a period up to 31 days from the date of the Accident.

13 **EMERGENCY ACCIDENTAL OUTPATIENT TREATMENT -** Reimburses medical expenses incurred in a Hospital or a registered clinic for treatment of bodily injury as a result of an Accident and treated as an outpatient within 24 hours after the Accident. Eligible medical expenses incurred for follow up treatment by the same Physician will be covered for a period of up to **31** days from the date of the Accident.

14 **AMBULANCE FEES -** Reimburses charges made by a Hospital or medical organisation for providing road Ambulance services for transporting an Insured Person to and/or from the Hospital when necessary. Payment will not be made if the Insured Person is not immediately hospitalised.

15 **GOVERNMENT SERVICE TAX -** Reimburses the 6% Government Service Tax on the eligible Hospital Room and Board charges.

16 **HOME NURSING CARE -** Reimburses the daily professional fees incurred for the services rendered by a medically qualified and licensed Nurse in the Insured Person's home when such services is deemed to be Medically Necessary by the attending Physician in writing. The plan and Schedule of the treatment for the Nursing Care must be established and prescribed in writing by the attending Physician after the Insured Person has been hospitalised and discharged from the Hospital. Maximum number of days allowed for this benefit is as per limit stated in the Schedule of Benefits. No payment will be made for custodial care, meal, general housekeeping services, companion, rest cure or personal comfort items.

17 **DAILY CASH ALLOWANCE AT GH -** Pays a daily allowance for each complete day of confinement in a Malaysian Government Hospital up to the maximum number of days as stated in the Schedule of Benefits, provided that the Insured Person shall confine to a 'Hospital Room and Board' rate that not exceeding his/her entitlement.

18 **OUTPATIENT CANCER TREATMENT -** Reimburses the medical charges incurred for radiotherapy and chemotherapy in respect to treatment of Cancer and performed on outpatient basis at the outpatient department of a Hospital subject to the monthly limit as stated in the Schedule of Benefits and Provided that such treatment is received immediately following discharge from Hospital confinement or surgery. This benefit shall also include the medical costs for treatment examinations and tests ordered by a Specialist for such treatment.

19 **BEREAVEMENT ALLOWANCE -** Pays the Policyholder or its legal representative the stated sum for the funeral and cremation expenses in respect of Accidental death of the Insured Person Provided death is resulted within 6 months from the date of Accident.

## DEFINITIONS

1 **ACCIDENT** means any event of violent and accidental nature which shall independently of any other cause be the sole cause of bodily Injury.

2 **CHILD** means any person who has attained the age of 15 days and is under the age of 19 years, or up to the age of 23 for any one registered as full time student in a recognised educational institution; is unmarried and financially dependent upon the Group Member.

3 **CONGENITAL ABNORMALITY** means any medical or physical abnormality existing at the time of birth, as well as neo-natal physical abnormality developing within 6 months from the time of birth, including hereditary conditions. They will include hernias of all types and epilepsy, except when caused by a trauma that occurred after the date that the Insured Person was continuously covered under this Policy.

4 **DENTIST** means a person who is duly licensed or registered to practise dentistry in the geographical area in which a service is provided.

5 **DEPENDANT** means the legal spouse and all the Children of the insured Group Member.

6 **DISABILITY** means a Sickness, Disease, Illness or the entire Injuries arising out of a same cause, including any and all complications therefrom. If an Insured Person completely recovers and remains free from any further treatment/observation of a Disability for at least thirty (30) days following the latest discharge from Hospital, a subsequent Disability from the same or related cause shall be considered as a new Disability.

7 **ELIGIBLE EXPENSES** means Medically Necessary expenses incurred by an Insured Person for a covered Disability and Provided that the expenses falls within the Description and Limitation of the insured Benefit Plan set against the name of the Insured Person.

8 **GROUP MEMBER** means all the employees or work force or all the employees of a bona-fide sub-division or work force of the Insured.

9 **HOSPITAL** means 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:
- I) has organised facilities for diagnosis, treatment and major surgery;
- II) provides 24 hours a day nursing services by registered and graduate nurses;
- III) is under the supervision of a Physician, and
- IV) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home for the aged, mental or similar establishment.

10 **HOSPITALISATION** means a continuous stay in a Hospital for a minimum of 8 hours as a registered bed-paying patient and for Medically Necessary treatments of a covered Disability. In the event of surgery, the 8 hours period is waived and is not applicable.

11 **INJURY** means bodily damage caused solely by Accident.

12 **INSURED PERSON** means the person named as the Insured Person in the Schedule or whose name is added by an Endorsement, to whom insurance cover under this Policy is afforded.

13 **MEDICALLY NECESSARY** means a medical service which is consistent with the diagnosis and customary medical treatment for a covered Disability; conformed to Western Medicine practice and in accordance with standards of good medical practice; not for the convenience of the Insured Person or the Physician, for which the charges are Reasonable and Customary for the Disability, and not of an experimental, investigational or research nature.

14 **PHYSICIAN OR SURGEON** means only a person qualified by a degree in Western Medicine and duly licensed or registered to practise medicine in the geographical area in which a service is provided.

15 **POLICYHOLDER/INSURED** means a body or corporate to whom the Policy has been issued in respect of persons specifically identified as Insured Persons in this Policy.

16 **POLICY YEAR** means the one-year period including the effective date of commencement of Insurance and immediately following that date, or the one-year period following the Renewed of the Policy.

17 **PRE-EXISTING CONDITION** means a Disability that existed, or for which an Insured Person is receiving treatment, or shown manifestations/ symptoms during the 3 years period prior to the commencement date of insurance of the Insured Person. Consultation with a doctor/Physician for any sign, pain or discomfort shall constitute a manifestation or symptom of a Disability.

18 **PRESCRIBED MEDICINES** means medicines that are dispensed by a Physician, a Registered Pharmacist or a Hospital in respect of treatment of a covered Disability.

19 **REASONABLE AND CUSTOMARY CHARGES** means charges for medical treatment, services and supplies which shall be considered reasonable and customary to the extent that they do not exceed the general level of charges being made by other providers of similar standing in Malaysia when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar Disability.

20 **RENEWAL OR RENEWED POLICY** means a Policy that has been renewed without any lapse of time upon expiry of a preceding Policy.

21 **SICKNESS, DISEASE OR ILLNESS** means a physical condition marked by a pathological deviation from the normal healthy state.

22 **SPECIALIST** means a Physician or Dentist registered and licensed as such in the geographical area of his practice where treatment takes place and who is classified by the appropriate local health authorities as a person with superior and special expertise in specified fields of medicine or dentistry.

23 **SPECIFIED ILLNESSES** mean the following disabilities irrespective of whether the Insured Person was aware of the Disabilities:

- Cataracts
- Diabetes mellitus
- Endometriosis and Adenomyosis
- Gastric and duodenal ulcers
- Tumours of any kind, including cysts/nodules/polyps, benign neoplasm and malignant neoplasm
- Hypertension and/or cardio-vascular diseases
- Abnormalities of the Nasal Septum/Turbinate/Sinus
- Stones in the urinary and biliary systems
- Tonsils requiring surgery
- Haemorrhoids, fistulae and hernias of any kind

## CONDITIONS

1 **AGE LIMITS:** No person shall be included for cover under this Policy who has not as yet attained the age of 15 days or over the age of 65 years, unless if an Insured Person has been continuously insured under this Policy prior to the age of 60, in which case continuous insurance up to the end of the Policy Year in which such Insured Person turns 70 years old is allowed under this Policy.

2 **ALTERATIONS:** The Company reserves the right to amend the terms, conditions and provisions of this Policy. Neither alterations in this Policy nor any Endorsements hereon shall be valid unless authorised by the Company and such approval is endorsed herein

3 **CANCELLATION**

I) The Company may cancel the Policy by giving 31 days notice in writing to the Insured subject to the rights of any Insured Person in respect of any covered Disability which had occurred prior to the effective date of cancellation of the Policy. In the event of cancellation the Insured is entitled to a refund of a proportion of the premium corresponding to the unexpired period of insurance.

II) The Company may cancel any individual Insured Person for failure to comply with requirements under this Policy and in such event shall credit the Insured with a pro-rata premium for the unexpired period of insurance of Insured Person.

III) The Insured may cancel the Policy at any time by notifying the Company of such intent by posting a registered letter addressed to the Company, specifying the effective date of cancellation of the said policy; and provided that no claims have been paid or are payable under the said Policy, he shall be entitled to a refund of any premium paid after the deduction of a proportionate part of the period of insurance for which the Policy has been in force less an administration charge of 20% of the Annual Premium in respect of that Policy.

4 **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 requires. All notices furnished by the Insured must be in writing and addressed to the Company. An Insured Person shall, at the Company's request and expense, submit to a medical examination whenever such is deemed necessary.

5 **ELIGIBILITY**

I) All present full time employees shall be eligible for cover under this Policy on the commencement date of this Policy. If the Insured contributes all or some of the premiums due, then all the eligible employees must be covered.

II) All future full time employees shall be eligible for cover under this Policy on the first day of the month co-incident with or following their completion of a probationary period as specified by the Insured.

III) If an employee is not actively at work on the date that he or she would otherwise be eligible in accordance with the above, then the eligibility date shall be deferred to the first working day of active employment.

IV) Where Dependants are eligible for cover under this Policy, and the Insured contributes all or some of the premiums due for Dependants, then all the eligible Dependants must be covered.

V) If a Dependant is confined to a Hospital on the date that he or she would otherwise be eligible for cover under this Policy, then the eligibility date shall be deferred to the date that the dependant is discharged from Hospital.

VI) Group members and/ or their Dependants shall be included in this Policy provided that they make application within 30 days of becoming eligible. Group members and/ or their Dependants who make application later than 30 days after they became eligible for cover under this Policy may be included for cover under this Policy at the Company's option at a date not earlier than 90 days from the date of application, subject to satisfactory evidence of health. Insurance cover in respect of any Group members' Dependants shall cease at the same time as cover ceases for the Group Member.

6 **GRACE PERIOD:** The Insured is allowed a period of 30 days in which to advise the Company on the renewal of this Policy, after which this policy will lapse automatically. The Insured shall be liable for the premium for the time the policy was in force during the Grace period.

7 **GOVERNING LAW:** This Policy is issued under the laws of Malaysia and shall for all purposes be construed, determined and enforced in accordance with the Laws of Malaysia and the Courts of Malaysia shall have exclusive jurisdiction hereto.

8 **MISSTATEMENT OF FACTS:** Should any of the significant facts pertinent to the issue of the Policy or to the Benefits therein be shown to have been misstated in respect of any Insured Person, the liability of the Company to such Insured Person shall be null and void. PROVIDED THAT if the misstatement solely relates to an understatement of age, and age shall have been a pertinent factor in determining the Premium and Benefits, the liability of the Company shall be no more than if the age had been correctly stated.

9 **OTHER INSURANCE:** The Insured shall inform the Company of any other Sickness or Medical Insurance covering benefits similar to the benefits provided herein. When an Insured Person is entitled to a benefit under any other insurance policy, then the benefits payable under this Policy shall be limited to the balance of expenses incurred not covered by the other insurance policy, subject to the maximum benefits limits as stated in the Schedule of Benefit.

10 **OWNERSHIP OF POLICY:** The Company shall be entitled to treat the Insured as the absolute owner of the Policy. The receipt of the Policy or a Benefit by the Insured (or by his legal or authorised representative) alone shall be an effective discharge of all obligations and liabilities of the Company. The Insured shall be deemed to be responsible Principal or Agent of the Insured Persons covered under this Policy.

11 **RESTORATION OF BENEFITS:** When any of the insured Benefits for a particular Disability and/or related causes has been exhausted and provided that this Policy or Renewal thereof remains in force, such Benefits shall be reinstated in full only when a Group Member has been discharged from a Hospital and has returned to full-time employment for not less than sixty (60) days or if a Dependent shall have been discharged from a Hospital following treatment of a covered Disability, when a period of not less than one hundred twenty (120) days since the day of discharge from the most recent confinement for the said Disability has elapsed.

12 **TERMINATION OF BENEFITS:** The Benefits and coverage under this Policy shall terminate at such time the Benefits covered shall have been exhausted or at mid-night (Malaysian time) on the last day of the Period of Insurance PROVIDED THAT if an Insured Person is confined to Hospital for a covered Disability at the time of such termination, then the time of termination shall be extended to the time he is first discharged from Hospital for the said confinement or the time his Benefits for the said Disability shall have been exhausted, whichever is the first to occur.

13 **THE POLICY, SCHEDULES AND ENDORSEMENTS ARE TO BE READ AS ONE CONTRACT:** If a special meaning is attached to any word or expression in this Policy, the Schedule or Endorsements, it will continue to bear such meaning throughout this contract.

14 **UPGRADED BENEFITS:** If the Benefits to any Insured Person be increased while this Policy is in force or at the time of Renewal or replacement, and if such Insured Person shall have been afflicted with a Disability at the time the Benefits were increased, then the Limits of Benefits payable in respect of such Pre-existing Conditions or Specified Illnesses shall not exceed the Limit of Benefits prior to the date the Benefits were upgraded and shall remain so for twelve (12) months following the date on which Benefits were increased.

## EXCLUSIONS

This Policy does not cover:

1 Pre-existing Conditions

2 Specified Illnesses during the first 12 months that an Insured Person is first covered under this Policy.

3 Care or treatment for which payment is not required or to the extent that such care or treatment is payable by any other insurance or indemnity covering the Insured and Disabilities.

4 Cosmetic/Plastic surgery and treatment, refractive errors of the eyes and its correction by any means, hearing aids, acquisition of prosthetic appliances such as artificial limbs, dialysis machine and prescriptions thereof except as necessitated by Injuries occurring wholly during the Period of Insurance.

5 Dental care and treatment, except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Insurance.

6 AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) and all illnesses or diseases in the presence of the Human Immune-deficiency Virus (HIV), and Sexually Transmitted Diseases.

7 Congenital Abnormalities.

8 Pregnancy, child birth, miscarriage, abortion, infertility, prenatal or postnatal care, any means of birth control, tests or treatment related to sexual dysfunction or sterilization.

9 Mental or nervous disorders, psychiatric conditions (including any neuroses and their physiological or psychosomatic manifestations); senile or geriatric conditions of any kind; self-inflicted injury or attempted suicide; treatment of alcohol dependence syndrome and drug addiction.

10 Routine medical or physical examinations, health check-up, investigating procedures or tests not incidental to treatment or diagnosis of a covered Disability, or any treatment which is not Medically Necessary including any preventive treatments, preventive medicines or examinations and treatment for weight control.

11 Costs/expenses of services of a non-medical nature, such as television, telephones, newspaper, magazines, radios and the like.

12 Racing of any kind (except foot racing), underwater activities requiring breathing apparatus, professional sports and criminal activities.

13 Diseases or Disabilities of a newborn child contracted prior to or during birth or in the first 14 days thereafter.

14 War or any act of war, declared or undeclared, terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.

15 Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.

# CLAIMS PROCEDURES

1 **ARBITRATION** If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties, or in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before the latter enter upon the reference.

The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.

2 **CONDITIONS PRECEDENTTO ANY LIABILITY** The due observance and fulfillment of the Terms, Conditions, Limitations, Exclusions, Definitions and Endorsements of this Policy, insofar as they relate to anything to be done or complied with, and the truth of the statements and answers in the Proposal/Enrolment Form or in respect of any claim shall be conditions precedent to any liability of the Company.

3 **CURRENCY OF PAYMENT** All payments under this Policy shall be made in Ringgit Malaysia. Any costs incurred in terms of currency other than Ringgit Malaysia shall be payable on the basis of the quoted rate (open market rate if a free market, official rate if not a free market) in effect on the date of the claim settlement by the Company.

4 **EVENTS LEADING TO CLAIMS** The Insured shall within 30 days that incurs claimable expenses, give written notice to the Company stating full particulars of such event. Thereafter, the Insured shall furnish the Company with the usual Claim Form duly completed and all information that may be reasonably required by the Company (which shall include Original itemised bills and receipts). The Company shall be entitled at its own cost to conduct any post mortem examination.

5 **INCOMPLETE CLAIMS** All claims must be submitted to the Company within 31 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 considered for reimbursement. Any variation or waiver of the foregoing shall be at the Company's sole discretion.

6 **SUITS AGAINST THIRD PARTIES** Nothing in this policy shall render the Company liable or be responsible or to be added as a party in any way whatsoever to any suit for damages which may be instituted by the Insured or an Insured Person nominated under this Policy against any provider of Medical or Dental Services or Treatments, wherein such may sue the same for reasons of neglect, malpractice or other causes arising from his/her acts or omissions in the treatment or examination of any Insured Person under the terms of this Policy.