

## ANNEXURE IM i-Med

### BENEFITS PROVISIONS

1. This is a non-participating, yearly renewable medical plan which offers coverage for medical, hospitalisation and surgical expenses up to age 70.
2. While the Basic Policy is in-force and subject to the Insurance General Provisions, the terms and conditions as stated in the Basic Policy and / or the terms and conditions of any subsequent Endorsement(s) (as the case may be), and PROVIDED that We have approved the claim by having received all relevant medical reports and other evidence deemed necessary by Us at Our sole and absolute discretion, We shall pay the benefits stated in the Schedule of Benefits based on the Plan specified in the Policy Schedule or in any subsequent Endorsement(s) issued by Us.

Subject to the terms of this Policy, the insurance coverage Commencement Date of this Policy Contract shall be the Risk Commencement Date specified in the Policy Schedule or any such Risk Commencement Date specified in any Endorsement(s) subsequently issued by Us.

#### 3. SCHEDULE OF BENEFITS

The amount payable which is specified in the schedule below shall be based on the Plan stated in the Policy Schedule or in any subsequent Endorsement(s) amending the Plan and limited to the Life Assured stated in the Policy Schedule. The payment of all benefits stipulated in the table below is subject to the Overall Annual Limit for the Plan stated in the Policy Schedule or in any subsequent Endorsement(s) amending the Plan.

PLAN BENEFITS	PLAN 1	PLAN 2
	(RM)	(RM)
<b>A) HOSPITAL BENEFITS</b>		
Hospital Room & Board (max 200 days per disability)	150	250
Intensive Care Unit (max 100 days per disability)	As Charged	
Hospital Supplies & Services	(Reasonable and Customary Charges)	
<b>B) SURGICAL BENEFITS</b>		
Surgical Fees	As Charged	
Anaesthetist Fees	(Reasonable and Customary Charges)	
Operating Theatre		
<b>C) MEDICAL BENEFITS (NON-SURGICAL)</b>		
Daily In-Hospital Physician Visit (2 visits per day)	As Charged	
	(Reasonable and Customary Charges)	
<b>D) OUTPATIENT BENEFITS</b>		
Day Surgery & Day Care Benefits	As Charged	
Ambulance Fees	(Reasonable and Customary Charges)	
<b>E) OUTPATIENT KIDNEY DIALYSIS &amp; CANCER TREATMENT</b>		
Outpatient Kidney Dialysis Treatment	As Charged	
Outpatient Cancer Treatment	(Reasonable and Customary Charges)	
<b>F) OTHER BENEFITS</b>		
Hospital Service Tax	As Charged	
	(Reasonable and Customary Charges)	
<b>OVERALL ANNUAL LIMIT (INCLUDES BENEFITS A TO F)</b>	60,000	90,000
<b>OVERALL LIFETIME LIMIT</b>	No Limit	

#### 4. BENEFITS DESCRIPTION

##### 4.1. AMBULANCE FEES

**The Reasonable and Customary Charges (inclusive of attendant's fee) for the use of a ground ambulance service by the Life Assured to and / or from the Hospital. We will not reimburse this fee if the Life Assured was not admitted to a Hospital. The maximum amount for this Benefit is stated in the Schedule of Benefits.**

- 4.2. ANAESTHETIST FEES  
The Reasonable and Customary Charges for the administration of anaesthetist on the Life Assured by an anaesthetist up to the maximum amount for this Benefit as specified in the Schedule of Benefits.
- 4.3. DAILY IN-HOSPITAL PHYSICIAN VISIT  
The Reasonable and Customary Charges for ward visits by the attending Physician while the Life Assured is being admitted as a non-surgical patient in the Hospital. We will reimburse the Reasonable and Customary Charges up to two (2) visits per day, irrespective of the number of visiting doctors. The maximum number of days for such visits under this Benefit is specified in the Schedule of Benefits.
- 4.4. DAY SURGERY & DAY CARE BENEFITS  
A surgical procedure performed at a Hospital or Day Surgery / Day Care Specialist Centre which requires the use of a recovery facility, but without an overnight stay at the Hospital or Day Surgery / Day Care Specialist Centre.
- 4.5. HOSPITAL ROOM & BOARD  
**The actual daily charge by the Hospital for the use of the Room and Board during the Life Assured's** stay in the Hospital up to the maximum daily charge for this Benefit specified in the Schedule of Benefits.  
  
The maximum number of days We will reimburse for this Benefit is specified in the Schedule of Benefits.
- 4.6. HOSPITAL SERVICE TAX  
Reimbursement of the service tax applicable on the total medical bills for the Eligible Benefits arising from Medically Necessary treatment received in the Hospital.
- 4.7. HOSPITAL SUPPLIES & SERVICES  
Reimbursement of the Reasonable and Customary Charges actually incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physiotherapy, basal metabolism tests, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma whilst the Life Assured is confined as an inpatient in a Hospital.
- 4.8. INTENSIVE CARE UNIT  
The actual daily **charge by the Hospital for the Life Assured's stay in the Intensive Care Unit up to the** maximum daily charge for this Benefit that is specified in the Schedule of Benefits. The maximum number of days We will reimburse for this Benefit is specified in the Schedule of Benefits. We will not **reimburse for any Hospital Room and Board for the days the Life Assured's stayed in the Intensive Care Unit.**
- 4.9. OPERATING THEATRE  
The Reasonable and Customary Charges for the use of the Operating Theatre or Operating Room up to the maximum amount for this Benefit as specified in the Schedule of Benefits.
- 4.10. OUTPATIENT CANCER TREATMENT  
The Reasonable and Customary Charges for radiotherapy or chemotherapy for the treatment of cancer on the Life Assured as an outpatient in a legally registered cancer treatment centre or a Hospital. We will pay the Reasonable and Customary Charges for **Doctor's consultation and related examination,** laboratory or diagnostic tests or any drugs prescribed under this Benefit. The maximum amount We will reimburse for this Benefit is specified in the Schedule of Benefits.
- 4.11. OUTPATIENT KIDNEY DIALYSIS TREATMENT  
The Reasonable and Customary Charges incurred for kidney dialysis on the Life Assured as an outpatient performed in a registered dialysis centre or Hospital. We will pay the Reasonable and **Customary Charges for Doctor's consultation and related examination,** laboratory or diagnostic tests or any drugs prescribed under this Benefit. The maximum amount We will reimburse for this Benefit is specified in the Schedule of Benefits.

#### 4.12. SURGICAL FEES

The Reasonable and Customary Charges for Surgery performed on the Life Assured in the Hospital and shall include Charges for pre-surgical assessment, in-Hospital visits by the Surgeon or Specialist and post-surgical care. The maximum number of days and the maximum amount we will reimburse for this Benefit is specified in the Schedule of Benefits subject to regulated fees. If more than one (1) Surgery is performed for Any One Disability, the total amount for all surgeries performed shall not exceed the maximum amount as specified in the Schedule of Benefits.

### 5. EXCLUSIONS

#### 5.1. RISK EXCLUDED

We shall not reimburse charges, costs or expenses incurred resulting directly or indirectly from any of the following risks:

- 5.1.1. Pre-existing Illness; or
- 5.1.2. Specified Illnesses within one hundred twenty (120) days from the Risk Commencement Date; or
- 5.1.3. Any Disability (except for Injury) and its signs or symptoms that appear within thirty (30) days from the Risk Commencement Date; or
- 5.1.4. self-inflicted Injuries or suicide or attempted suicide, while sane or insane; or
- 5.1.5. Injuries or Hospitalisation as a result of drug abuse, addictive disorders from substance misuse or while under the influence of alcohol; or
- 5.1.6. 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; or
- 5.1.7. ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste; or
- 5.1.8. Sickness or Injury arising from racing of any kind (except foot racing) hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities; or
- 5.1.9. participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a licensed commercial airline), or aerial sports such as but not limited to skydiving, parachuting, bungee jumping, hang gliding or ballooning; or
- 5.1.10. committing or attempting to commit a negligence and / or illegal and / or any act contrary to public policy; or
- 5.1.11. plastic or cosmetic Surgery and related treatments; or
- 5.1.12. circumcision or any Surgery on the foreskin; or
- 5.1.13. eye examination and surgical correction for visual impairments due to nearsightedness, farsightedness or astigmatism or radial keratotomy or Lasik; or
- 5.1.14. dental conditions including dental treatment by Dentist or oral Surgery except as necessitated by accidental Injuries to sound natural teeth occurring wholly during the period of Insurance; or
- 5.1.15. private nursing care, non-Hospital nursing care, rest cures, sanatoria care, hospice care and care **or treatment that do not lead to a recovery / conservation of the Life Assured's condition or restoration to his or her previous state of health;**
- 5.1.16. venereal Disease and its sequelae; or
- 5.1.17. HIV, AIDS or AIDS related disease; or
- 5.1.18. communicable diseases requiring quarantine by law; or
- 5.1.19. Congenital Disorders/Diseases or deformities including hereditary and developmental conditions; or
- 5.1.20. pregnancy or pregnancy related conditions including childbirth (whether surgical or otherwise), complications arising from pregnancy such as miscarriage, abortion, pre-or post-natal care, contraceptive methods for birth control, infertility treatments and its complications; or
- 5.1.21. impotence, infertility sterilization, erectile dysfunctions and its complications; or
- 5.1.22. sleep apnea or snoring disorder; or
- 5.1.23. hyperhidrosis; or
- 5.1.24. hormone Replacement Therapy; or
- 5.1.25. mental or nervous disorders (including psychosis, neurosis and their physiological or psychosomatic manifestations); or
- 5.1.26. sex changes; or
- 5.1.27. donations of body parts or organs by the Life Assured; or
- 5.1.28. primarily for investigative purposes, screening, diagnosis, x-rays, scans, general physical or medical examinations that are done routinely or are not incidental to treatment or diagnosis of a Disability, treatment or investigation of a Disability that are not Medically Necessary to be Hospitalised, preventive treatments and medicine; or

- 5.1.29. stem cell therapy, except hematopoietic blood disorders; or
- 5.1.30. treatments specifically for weight reduction or gain or bariatric Surgery; or
- 5.1.31. of an experimental, investigational or research nature.

5.2. TREATMENT AND COSTS OF EQUIPMENT, APPLIANCES, MEDICINE EXCLUDED

We shall not reimburse for costs or expenses incurred for the following:

- 5.2.1. alternative treatments such as chiropractic services, acupuncture, acupressure, reflexology, bone-setting, herbalist treatment, hyperbaric oxygen therapy, massage or aroma therapy or other alternative medicines treatments; or
- 5.2.2. alternative medicines such as traditional medicine, Policy medicine, vitamins or other alternative medicines; or
- 5.2.3. glasses, multifocal lens or contact lens; or
- 5.2.4. external prosthetic appliances or devices including but not limited to artificial limbs, external fixator, hearing aids, cochlear apparatus; or
- 5.2.5. pacemakers, implantable cardiac defibrillator (ICD) and cochlear implants; or
- 5.2.6. items that are not directly related to the medical treatment of the Disability including rental of television, telephones, broadband services, electricity charges, admission / registration / record fee, admission kit / pack; or
- 5.2.7. body parts or organs, blood or blood products and blood surety.

## INSURANCE GENERAL PROVISIONS

### 1. GENERAL DEFINITIONS

Accident	A sudden, unforeseen and unplanned event that results in bodily injury.
Any One Disability / Per Disability	Refers to all of the periods of Disability arising from the same cause including any and all complications there except that if the Life Assured completely recovers and remain free from further treatment (including drugs, medicines, special diet, 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.
Basic Policy	Shall mean the Policy contained herein excluding any Supplementary Contract(s).
Basic Sum Assured	The Sum Assured of the Basic Policy as stated in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Benefit	The Benefit payable by Us as specified in this Policy.
Cancer	Any malignant tumour characterised by the uncontrollable growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.
Commencement Date	The date from which the term of this Policy commences as stated in the Policy Schedule.
Congenital Disorder / Disease	Any medical or physical abnormalities existing at the time of birth as well as neonatal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Life Assured was continuously covered under this Policy.
Day	Shall mean the definition of a charging day adopted by the Hospital concerned.
Dentist	A healthcare practitioner that specialises in the diagnosis, prevention and treatment of diseases or conditions of the oral cavity. He / she must be registered in the geographic area of practice and holds a valid practicing certificate. A Dentist who is himself or herself the Policy Owner or the Life Assured under this Policy shall not be considered a Dentist for this Policy when making a claim.
Disability	A Sickness, Disease or Illness or the entire Injuries arising out of a single or continuous series of causes.
Doctor or Physician or Surgeon or General Practitioner	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 or Physician or Surgeon or General Practitioner who is the Life Assured or the Policy Owner himself or herself under this Policy.
Eligible Benefits	Medically Necessary expenses incurred for the treatment of the Disability during the period of Insurance but not exceeding the limits specified in the Schedule of Benefits.
Endorsement(s)	Any modification(s) or variation(s) of the terms and conditions of the Policy that has been signed by Our authorised officer.
Expiry Date	The date on which the Policy expires as shown in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Hospital	A registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for: <ul style="list-style-type: none"> <li>• 24-hour nursing services by registered and graduate nurses;</li> <li>• diagnostic and major Surgery; and</li> <li>• under the supervision of a Physician.</li> </ul>

	<p>A Hospital is expressly NOT:</p> <ul style="list-style-type: none"> <li>• primarily a clinic; or</li> <li>• a convalescent, nursing or rest home; or</li> <li>• a rehabilitation centre for alcoholics or drug addicts; or</li> <li>• a home for the elderly or infirmed.</li> </ul>
Hospitalisation / Hospitalised	The admission to a Hospital as a registered inpatient for Medically Necessary treatments for a covered Disability upon recommendation of a physician. A patient shall not be considered as an inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.
Injury	Damage to the body as a result of an Accident.
Intensive Care Unit	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.
Issue Date	The date the Policy is issued.
Kidney Failure	End stage renal failure presenting as chronic failure of both kidneys to function as a result of which renal dialysis is initiated.
Life Assured	The person whose life is covered under this Policy and as specified in the Policy Schedule.
Malaysian Government Hospital	A Hospital established, maintained, operated or provided by the Malaysian Government but excludes privatized or corporatised Malaysian Government Hospitals.
Medically Necessary	<p>A medical service which is:</p> <ul style="list-style-type: none"> <li>• consistent with the diagnosis and customary medical treatment for a covered Disability; and / or</li> <li>• in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; and / or</li> <li>• not for the convenience of the Life Assured or the medical practitioner, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient); and / or</li> <li>• not of an experimental, investigational or research nature, preventive or screening nature, medical technology / procedure, which has not been proven to be effective, based on established medical practice, or which has not been approved by a recognised body in the country in which You receive the treatment; and / or</li> <li>• for which the charges are fair, reasonable and customary for the covered Disability; and</li> <li>• provide treatment directly related to the covered Disability.</li> </ul>
Outpatient	A person who visits the Hospital, clinic or other healthcare facility for diagnosis or treatment but is not Hospitalised.
Overall Annual Limit	Benefits payable in respect of expenses incurred for treatment provided to the Life Assured for a period of one (1) year commencing from the Policy Risk Commencement Date and, each one (1) year thereafter. The benefit payable shall be limited to Overall Annual Limit as specified in the Schedule of Benefits irrespective of a type(s) of Disability. In the event the Overall Annual Limit having been paid, all insurance coverage under the Policy for the Life Assured shall immediately cease to be payable for the balance of that respective one (1) year period.
Overall Lifetime Limit	The maximum amount of Benefits payable <b>during the Life Assured's lifetime under this Policy</b> . In the event the Overall Lifetime Limit having been paid, all insurance coverage under the Policy for the Life Assured shall immediately cease to be payable and this Policy shall terminate automatically.

Policy	The entire Policy comprises the Basic Policy and all Supplementary Contracts incorporated (if any) in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Policy Anniversary	The anniversary of the Policy Commencement Date as shown on the Policy Schedule.
Policy Owner	The person who owns this Policy as stated in the Policy Schedule or any subsequent Endorsement(s) issued can exercise all rights, privileges and options available under this Policy.
Policy Schedule	The Policy Schedule attached to this Policy which states the Policy details.
Policy Year	A period of twelve (12) months commencing from the Commencement Date and, thereafter, each period of twelve (12) months from a Policy Anniversary date.
Pre-Existing Illness	Disabilities that You or the Life Assured has reasonable knowledge of before the Risk Commencement Date. You or the Life Assured may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which: <ul style="list-style-type: none"> <li>• the Life Assured had received or is receiving treatment; or</li> <li>• medical advice, diagnosis, care or treatment has been recommended; or</li> <li>• clear and distinct symptoms are or were evident; or</li> <li>• its existence would have been apparent to a reasonable person in the circumstance.</li> </ul>
Prescribed Medicines	Medicines dispensed by a Physician or registered pharmacist for the treatment of a covered Disability.
Risk Commencement Date	The effective date of coverage when the risk or coverage under this Policy commences as stated in the Policy Schedule or subsequent Endorsement(s) issued.
Reasonable and Customary Charges	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 within Malaysia according to 13 <sup>th</sup> Schedule of the Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) (Amendment) Order 2013 and its subsequent amendments if any.  Such charges when incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same gender and of comparable age of similar sickness, disease or Injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the <b>Life Assured's medical condition.</b>
Renewal or Renewed Policy	A Policy which has been renewed without any lapse of time from the expiry of the earlier Policy.
Sickness, Disease or Illness	A physical condition marked by a pathological deviation from the normal healthy state.
Specialist	A medical practitioner who specialises in a specific field of medicine and who is recognised by the appropriate health authority as an expert in that field. A Specialist shall include a Physician or a Surgeon. A Specialist who is himself or herself the Policy Owner or the Life Assured of the Policy shall not be considered a Specialist for this Policy when making a claim.
Specified Illnesses	Refers to the following Disabilities or any complications caused by such Disabilities occurring within the first one hundred twenty (120) days of Risk Commencement Date: <ul style="list-style-type: none"> <li>• hypertension, diabetes mellitus and cardiovascular disease; or</li> <li>• growths of any kind including tumours, cancers, cysts, nodules, polyps; or</li> <li>• stones of the urinary system and biliary system; or</li> <li>• any disease of the ear, nose (including sinuses) or throat; or</li> <li>• hernias, haemorrhoids, fistulae, hydrocele or varicocele; or</li> </ul>

	<ul style="list-style-type: none"> <li>any disease of the reproductive system including endometriosis; or</li> <li>any disorders of the spine (including a slipped disc) or any knee conditions.</li> </ul>
Surgery	<b>A procedure that involves the cutting of a patient's tissues or closure of</b> previously sustained wound. Other procedures may be considered Surgery if they involve surgical procedures or settings, such as the use of an operating theatre, anaesthesia, antiseptic conditions, typical surgical instrument, suturing or stapling.
We / Us / Our	FWD Insurance Berhad ( <i>formerly known as Gibraltar BSN Life Berhad</i> )
You / Your	The Policy Owner, as specified in the Policy Schedule.

## 2. AGE AND GENDER

This Policy is issued for the age and gender of the Life Assured shown in the Policy Schedule. The age of the Life Assured is based on the date of birth stated in the application form.

If the age or gender of the Life Assured has been misstated, We may vary any benefits and / or charge the correct premium based on the actual age or gender.

We shall require proof of age of the Life Assured before payment of any Benefit under this Policy.

## 3. ALTERATION

No alteration or waiver of any provision in the Policy shall be valid unless such variation or waiver is made by an Endorsement(s) by Us after providing You with a thirty (30) days prior notice and signed by Our authorised officer.

## 4. ARBITRATION

In the event of a claims dispute arising from this Policy that You might feel has not been fairly nor satisfactorily resolved, You can refer to:

Ombudsman for Financial Services (664393P)  
 Level 14, Main Block, Menara Takaful Malaysia,  
 No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
 Tel No: +603-22722811 Fax No: +603-22721577

If the Ombudsman for Financial Services is not eligible to handle the claim dispute, We can write to appoint an Arbitrator. If You do not agree with the appointment of Our Arbitrator, You can appoint Your own Arbitrator within thirty (30) days from the date We appoint Our Arbitrator. Both Arbitrators shall then appoint an Umpire who will hear the claim dispute.

The referral of any claim dispute to an Arbitrator must be done within twelve (12) calendar months from the date We decline or vary the claim.

## 5. CANCELLATION WITHIN THE FIRST FIFTEEN (15) DAYS

If Your Policy has been issued and for any reason whatsoever, You decide not to take up this Policy (free-look period), You may return the Policy to Us for cancellation provided such request for cancellation is received by Us within fifteen (15) days from the date of delivery of the Policy. Upon cancellation, You are entitled to the return of the premium paid, without interest. If You cancel the Policy after fifteen (15) days from the delivery date of the Policy, the Policy shall be terminated on the next premium due date without any refund of premium paid.

## 6. CASH VALUE

This Policy does not have any Cash Value.

## 7. CERTIFICATION, INFORMATION AND EVIDENCE

We may ask You to provide Us with information and evidence such as certificates and medical reports. This will be provided at Your expense and shall be in the form required by Us. We reserve that right to request that the Life Assured be subjected to a medical examination by a Doctor of Our choice, as and when We required. We will bear the cost of the medical examination.



8. **CHANGE IN RISK**

You have a duty to tell Us immediately if at any time after Your Policy Contract has been entered into, varied or renewed with Us any of the information given in the application form (or when You applied for this insurance) is inaccurate or has changed. This includes any change in occupation, hobby or sporting activities **of the Life Assured's that may increase the risk.**

We reserve the right to alter the terms and conditions (including Premium) of this Policy Contract if warranted by the occupation or sporting activities change.

9. **CHANGE TO THE POLICY**

We can make any changes, revisions or amendments to this Policy for reasons which may include introduction of new laws, rules, regulations or any other relevant terms and conditions after providing You with thirty (30) days prior written notice of such changes required.

10. **CLAIMS PROCEDURE**

You are required to submit the following documents within thirty (30) days from the date of discharge from the Hospital to speed up the processing of Your claim:

10.1. all original bills and receipts; and

10.2. a **Physician's report with information of diagnosis, scans and tests done**, the date of Disability, date of discharge, conclusion and summary of treatment provided and follow ups.

If You were not able to notify Us within thirty (30) days from the date of discharge from the Hospital, it does not invalidate the claim if You can show that it was not reasonable to do so.

11. **CONDITION PRECEDENT TO LIABILITY**

You must observe and comply with the terms and provisions of this Policy in order for Us to be liable under this Policy.

12. **CONTRIBUTION**

If the Life Assured carries other insurance covering any Illness or Injury insured by this Policy, We 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.

13. **COORDINATION OF BENEFITS**

We reserve the right to reduce the amount of Benefit reimbursed to You or the Life Assured if You or the Life Assured have been reimbursed for the medical expenses incurred for the same Hospitalisation from other sources.

The total amount of claim reimbursed shall not exceed the expenses actually incurred for the same Hospitalisation.

14. **CURRENCY OF PAYMENT**

Any payment You made to Us or We make to You, shall be in Ringgit Malaysia.

15. **FREEDOM FROM RESTRICTION AND TAX STATUS**

The Policy does not restrict You or **the Life Assured's freedom in respect of travel or residence subsequent to the Commencement Date.** However, it is a condition of the Policy being issued that You or the Life Assured reside in Malaysia at the Commencement Date (as stated in the Policy Schedule). Should You or the Life Assured become resident in any country other than Malaysia, while this Policy is still in-force during the Policy term, You or the Life Assured shall notify Us in writing. A change in residency may impact Our ability to continue to service the Policy in accordance with these terms and conditions.

Please seek independent financial and/or tax advice as to how a change in residence may affect Your tax circumstances. Notwithstanding any other clause in this Policy, if You or Life Assured are or become a tax payer in another country that sets compliances requirements on foreign financial institutions (either through legislation, contract or otherwise), We shall comply with information requests made by governmental or regulatory bodies of these countries, withhold withholding tax, and/or terminate the Policy.

16. **GENERAL CLAUSE ON SANCTIONED LIST**

Notwithstanding any other provisions of this Policy, coverage shall only be granted insofar and so long as the provisions of this Policy are not in contradiction with the provisions of the sanctions adopted by the United

**States of America and / or resolutions by the United Nations Security Council (“UNSC”), that is directly applicable to the contracting parties.**

This shall also apply to sanctions adopted by the United States of America and / or UNSC targeted on individuals, industries, government owned entities, financial institutions and other groups whereby customer due diligence is being conducted by Us to determine the nature of risk on all new and existing customers regularly, insofar as those are not in contradiction to the sanctions adopted by the United States of America and / or resolutions by UNSC and any other applicable provisions of UNSC adopted by the member countries that are subject to change from time to time.

If such contradiction occurs and is detected by Us at anytime inclusive of from the time of inception of this Policy until detection, the termination of this Policy shall take effect immediately and this Policy shall be declared void ab initio (from the beginning).

**17. GEORGRAPHICAL TERRITORY**

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

**18. GOVERNING LAW**

This Policy is governed by the laws of Malaysia and is subject to the jurisdiction of Malaysian courts.

**19. INCOMPLETE CLAIMS**

All claims must be submitted to Us 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 Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at Our sole discretion.

**20. INCONTESTABLE**

We shall not contest the validity of this Policy where it has been in effect for a period of more than two (2) years from the Commencement Date, on the ground that a statement was made or omitted which was inaccurate, false or misleading:

- 20.1. in the application for insurance; or
- 20.2. in report of a doctor, referee or any other person; or
- 20.3. in a document,

leading to the issuance of the Policy, unless:

- 20.4. such statement or omission was on a material matter (and /or fact); or
- 20.5. You suppressed a material fact, and it was fraudulently made or omitted by You or the Life Assured.

In the event the Policy is avoided under this clause, We shall refund the amount of premium paid without interest.

**21. LEGAL PROCEEDING**

You shall not take any legal action within sixty (60) days from the date We receive the letter from You informing Us of a claim under this Policy.

You shall give Us all the necessary documents for the claim within one (1) calendar year from the date We received the letter from You. We shall not process the claim if any of the necessary documents received after one (1) calendar year.

**22. MISREPRESENTATION / FRAUD**

If the application or declaration of the Life Assured is untrue in any respect or if any material fact affecting the risk is incorrectly stated herein or omitted therefrom, or if this Policy, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement is made in support thereof, then in any of these cases, Your Policy shall be invalidated. In the event the Policy is invalidated, We shall refund the amount of premium paid without interest.

**23. MISSTATEMENT OF AGE**

If the age or gender of the Life Assured has been misstated, any benefits payable will be pro-rated on the ratio of the actual premium paid to the correct premium which should have been paid based on the correct age and gender. We will refund any excess premium paid without interest.

If We do not have the rates for the corrected age or gender and We are therefore unable to issue this Policy, this Policy will be void. We will refund the premium paid without interest.

**24. NON-PARTICIPATING**

This Policy shall not participate in Our surplus earnings.

**25. NOTICE AND PROOF OF CLAIM**

- 25.1. You or Your representative must notify Us of a claim in writing within thirty (30) days from the event date. Failure to furnish such notice within this period shall not invalidate 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.
- 25.2. You must submit proof of claim together with the relevant documents as requested by Us at Your own expense, within thirty (30) days after the date of notification. We may request for further medical reports or other supporting documents if required.

**26. OCCUPATION**

We shall not be liable under this Policy if the Life Assured, without Our written consent:

- 26.1. engage or is be employed in any occupation, business or pursuit which in Our opinion is more hazardous or involves greater risk to life or health compared to the occupation, business or pursuits made known to Us;
- 26.2. Upon entry, the Life Assured were not engaged or employed in any occupation, business or pursuit but subsequently became engaged or employed in an occupation, business or pursuit while this Policy is still in force and fail to give Us immediate notice in writing of the same.

**27. OVERSEAS TREATMENT**

If the Life Assured elects to seek treatment out of Malaysia for a Disability, We will only reimburse an amount equivalent to the charge that would have been incurred for equivalent treatment of that Disability in a Hospital in Malaysia. We will not reimburse the cost of transportation of the Life Assured to or from the place of treatment.

**28. PAYMENT OF POLICY MONEYS**

We shall reimburse any charges directly to the Life Assured or to any person who is entitled to the claim.

**29. PERIOD OF COVER AND RENEWAL**

This Policy is issued for the term of one (1) year starting on the Risk Commencement Date and terminate on the Expiry Date as specified in the Policy Schedule. The Policy may be renewed on each Policy Anniversary at the prevailing premium rate calculated based on the attained age and any other underwriting loading of the Life Assured on the Renewal Date subject to Our discretion.

The renewal premium rates are not guarantee. We reserve the right to change the premium rates by giving You thirty (30) days advance notice. Any change in premium rates shall apply from the next Renewal Date.

**30. PREMIUM**

The premium for this Policy shall be based on the attained age and any other underwriting loading of the Life Assured. The following premium rates are applicable to standard lives only.

Annual Premium

ATTAINED AGE	PLAN 1	PLAN 2
18-25	502.00	709.00
26-30	523.00	738.00
31-35	573.00	814.00
36-40	659.00	942.00
41-45	746.00	1,069.00
46-50*	1,035.00	1,497.00
51-55*	1,387.00	2,015.00
56-60*	1,836.00	2,678.00
61-65*	2,558.00	3,745.00
66-70*	3,553.00	5,212.00

\* For renewal only

The underwriting loading will be applied if Life Assured is under Occupational Class 3 or Occupational Class 4 only. The loading that will be charged is extra 25% of premium for Occupational Class 3 or extra 50% of premium for Occupational Class 4.

**31. POLICY CONTRACT**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to:

- 31.1. the answers given by You and/or the Life Assured in Your application/proposal form or any subsequent questionnaires given by Us on any matters relating to Your application and any disclosures made by You between the time of submission of Your application/proposal and the time this Policy is entered into; and
- 31.2. medical reports and any other reports and questionnaires.

(collectively referred to as “material information”)

and such material information shall form part of this Policy between Us and You. However, in the event of any pre-contractual misrepresentation made by You in relation to such material information, depending on the nature and effect of such misrepresentations, we may either

- i. avoid this Policy and refuse all claims; or
- ii. avoid this Policy and refuse all claims but refund any premiums paid by You; or
- iii. treat this Policy as entered into or renewed on different terms; or
- iv. reduce the amount of claim payable

If You are required by Us, before the Policy is renewed or varied, to answer any questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty to take reasonable care not to make any misrepresentation when answering the questions or confirming and / or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to the Policy or if such changes had taken place after You have submitted the application for renewal / variation but before the Policy is renewed or varied.

**32. PORTFOLIO WITHDRAWAL CONDITION**

We reserve the right not to continue with the underwriting of this Policy. In doing so, We will stop accepting any new Policy and will not offer renewal of this Policy once it has expired. We will write to inform You of Our intention by giving You at least thirty (30) days advance notice.

**33. REFUND OF PREMIUM**

You may write to Us to cancel this Policy at any time. We will refund to You a percentage of the premium provided there was no claim made on this Policy during the current Policy Year. The amount of premium refund shall be based on the duration that the Policy has been in force:

Duration Not Exceeding	Percentage of Annual Premium Refund	Percentage of Monthly Premium Refund
15 days *	90%	No Refund
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%	
Period exceeding 11 months	No Refund	

\*Not applicable to the first Policy Year

#### 34. RESIDENCE OVERSEAS

We will not reimburse the charge incurred for overseas treatment if the Life Assured has travelled or resides out of Malaysia for a continuous period of more than ninety (90) consecutive days.

#### 35. SUBROGATION

If the Life Assured suffers a Disability as a result of another **party's actions or inactions** and We incur a loss under this Policy Contract, then the Policy Owner and / or Life Assured shall agree to:

- 35.1. authorise Us to sue in **Life Assured's** name to seek recovery of the loss and other remedies; and
- 35.2. provide Us with all necessary assistance in performing the above.

We shall pay for all expenses incurred in the recovery of the loss.

#### 36. TAXES

We shall charge You:

- 36.1. The applicable taxes incurred at the prevailing rate; and
- 36.2. any other duties, taxes, levies or imposts whatsoever that may be introduced in the future under the **laws of Malaysia, (collectively referred to as the "Relevant Tax")**,

in connection with any supply of goods and/or services made or deemed to be made under this Policy. Such Relevant Tax shall be paid in addition to the applicable premiums, fees, charges or other payments due and payable by You.

All provisions in this Policy in relation to premiums, fees, charges or other payments, where applicable, shall apply equally to the Relevant Tax when the Relevant Tax is imposed or revised.

#### 37. TERMINATION

This Policy shall terminate in the following circumstances:

- 37.1. If any premium remains unpaid at the expiry of the Grace Period; or
- 37.2. on the Expiry Date of the Policy as stated in the Policy Schedule; or
- 37.3. upon the written request of the Policy Owner to terminate this Policy; or
- 37.4. on the death of the Life Assured,

whichever shall first occur.

#### 38. WAITING PERIOD

We will not reimburse You for any charges incurred by the Life Assured if he or she is Hospitalised within the first thirty (30) days from the Risk Commencement Date, unless the Hospitalisation is the result of an Accident.

## OWNERSHIP PROVISIONS

### 1. OWNERSHIP

You, the Policy Owner as specified on the Policy Schedule are the owner of this Policy subject to any subsequent Endorsement(s) issued from time to time on change of ownership. During the lifetime of the Life Assured, and subject always to any applicable law, only You have the right to exercise any right or privilege in respect of this Policy subject to any **assignee's and trustee's rights**.

## NOTICES AND CORRESPONDENCE

1. Save and except expressly provided for in this Policy, any notice, request, instruction or correspondence requested or permitted to be served under the Policy to You shall be made in writing to Your last known address which shall be inclusive of correspondence address or electronic mail address furnished by You to Us.
2. Any notice, request, instruction or correspondence given by Us in accordance with this Policy shall be sent by ordinary post or pre-paid registered post or delivered personally or transmitted using the electronic transmission to Your last known address or email address and shall be conclusively deemed to be duly delivered:
  - 2.1. in the case of personal delivery, on the day of delivery; or
  - 2.2. in the case of ordinary post or pre-paid registered post, seven (7) days from the date of posting; or
  - 2.3. in the case of electronic transmission, on the date of electronic transmission.
3. Without prejudice and notwithstanding to the provisions stated under paragraph 1 above, in the event any notice, request, instruction and / or correspondence is returned to Us for any reason whatsoever while We have made a maximum 3 attempts to deliver the same to You, We may at Our absolute sole discretion withhold any subsequent notice, request, instruction or correspondence until and unless We are being duly informed by You of Your latest correspondence and /or electronic mail addresses.

## PREMIUM PROVISIONS

1. **FREQUENCY OF PAYMENTS/CHANGE**

Subject to Our minimum premium requirements (if any), all requests for change in frequency of premium payment shall be in writing and shall only take effect upon approval from Us. Premiums may be paid annually or monthly.

2. **DEFAULT**

After payment of the first premium, failure to pay the premium on or before its subsequent due date(s) will be a default in payment of premium.

3. **PAYMENT OF PREMIUMS**

You must pay all premiums payable under this Policy to Us on or before the due date in the currency and amount as stated in Policy Schedule or any subsequent Endorsement(s) which includes payments by electronic means.

4. **GRACE PERIOD**

A Grace Period of thirty-one (31) days from its due date (inclusive) will be allowed for payment of each premium due, during which period this Policy shall continue to remain in force. If any premium remains unpaid at the end of the Grace Period, this Policy shall terminate.

5. **POSSIBLE DEDUCTIONS ON CLAIMS PAYMENT**

If there is a claim, any unpaid balance of the premiums due for the full Policy Year in which the claim event occurs shall be deducted from the benefits payable under this Policy.

\*This Policy is issued in dual languages, English and Malay. In the event of ambiguity and uncertainty, the English version shall prevail.