



GENERAL POLICY PROVISIONS AND CONDITIONS

1. ADDITIONAL OF INSURED PERSON

Dependents of the Certificate Holder who are eligible to be insured shall, from time to time Policy is in force, be included as an Insured Person(s) of this Policy if:-

- a) the Certificate Holder requests such inclusion of dependents is similarly received by the Company at the time of his or her application of cover;
- b) the dependents are eligible to be insured in accordance with the terms and standards of acceptance by the Company; and
- c) the required additional premium is paid

The additional of dependent is only allowed during the Policy Anniversary, or within 30 days from the date of marriage in the case of spouse, or within 30 days from the date of birth of the dependent child. Written notice should be given to the Company with information on the new inclusion. Such application is subject to satisfactory health declaration and acceptance by the Company.

2. **ALTERATIONS:** The Company reserves the right to amend the terms and provisions of this policy by giving a 30 days prior notice in writing by ordinary post to the Certificate Holder's last known address in the Company's records, and such amendment will be applicable from the next renewal of this policy. Any amendment to this policy shall be binding on all persons whether insured under this policy prior to, during or after the effective date of amendment. No alteration to this policy shall be valid unless authorised by the Company and such approval is endorsed thereon.

3. **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 the date of such disclaimer.

4. **ASSIGNMENT:** No assignment of interest under this policy shall be binding upon the Company.

5. AUTOMATIC TERMINATION

- a) The insurance cover afforded under each Certificate of Insurance shall terminate automatically on the earliest of the following dates: -
 - i) When the Certificate Holder reaches 66 years of age;
 - ii) On the date when the Certificate Holder(s) ceases receiving cover whether by cancellation, death or whatever reason;
 - iii) In the event of any fraud in the procurement of this insurance or in deriving any Benefits hereunder;
 - iv) Any premium due on the Certificate of Insurance remaining unpaid after the due date.
- b) Coverage for each Insured Person under the respective Certificate of Insurance shall terminate: -
 - i) When the Insured Person reaches 66;
 - ii) on the date when the Insured Person ceases the coverage whether by death, cancellation or whatever reason.
 - iii) Immediately after admission of 100% liability for an admitted claim from the Insurer Person by the Company;
- c) Under the Family Plan, coverage for the insured Child shall terminate when the Child reaches 18 years old or 23 years old if enrolled as a full-time student at a government recognized local education institution.

- d) Termination of this policy shall be without prejudice to any claim filed under any Certificate of Insurance arising prior to such termination.

6. AUTO DEBIT INSTRUCTION

The payment of the premium by the Certificate Holder via Express Authorisation provided to the Company to debit the Certificate Holder's credit card:

Annual Basis

One-year premium and subsequent yearly Premium as billed by the Company unless cancelled by the Company and/or by the Certificate Holder.

Monthly Basis

The initial two (2) months premium and subsequent Monthly Premium as billed by the Company unless cancelled by the Company and/or by the Certificate Holder.

7. CANCELLATION:

(i) Annual Premium Policy

By Certificate Holder

The respective Certificate of Insurance issued under this policy may be cancelled by the respective Certificate Holder 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 Certificate Holder shall be entitled to a refund of the premium as follows:-

Period Not exceeding:	Refund of Annual Premium
15 Days	90% (applicable to renewal only)
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

The Company reserves its right to rescind coverage where a Insured Person is under the Item (1) and (2) of the policy. In such cases, the Company will refund the premium in full.

(ii) Monthly Premium Policy

By the Certificate Holder

The Insurance may be cancelled at any time at the request of the Certificate Holder, in which case the Certificate Holder is entitled to the return of the full premium paid provided such request is received by the Company within fifteen (15) days from the inception date of the Policy. There would be no refund of premium for cancellation after fifteen (15) days from the inception date of the Policy.

8. **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 Person, in such a form that the Company may require. In any event, all notices which the Company shall require the Certificate Holder to give 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 by the Company.
9. **CHANGE IN RISK:** The Certificate Holder shall give immediate notice in writing to the Company of any material change in the Insured Person's occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.
10. **CONTRIBUTION:** If an Insured Person is covered by any other insurance covering any Disability insured by this policy, the Company's share of reimbursement of medical cost shall be proportionate to the sum total of the insurances available that is responding to the claim.
11. **CONDITION PRECEDENT TO LIABILITY:** The due observance and the fulfillment 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.
12. **COOLING-OFF PERIOD:** If a Certificate of Insurance shall have been issued under this policy and for any reason whatsoever the Certificate Holder shall decide not to take up the Certificate of Insurance, the Certificate Holder may return the Certificate of Insurance to the Company for cancellation provided such request for cancellation is delivered by the Certificate Holder to the Company within fifteen (15) days from the date of delivery of the Certificate of Insurance. The Certificate Holder is entitled to the return of the full premium paid less deduction of medical expenses incurred by the Company in the issuance of the Certificate of Insurance.
13. **ENTIRE CONTRACT-CHANGES IN POLICY:** This policy includes the Certificate of Insurance/endorsement(s) and attached papers, if any, and contains the entire contract of insurance.
14. **GEOGRAPHICAL TERRITORY:** All benefits provided in this policy are applicable worldwide for twenty-four (24) hours a day.
15. **GOVERNING LAW:** This policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.
16. **GRACE PERIOD**

The Certificate Holder is allowed a grace period of thirty (30) days from the due date of unpaid premium to pay the Monthly Premium, during which this Policy shall remain in force.
17. **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 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.
18. **LIMITATION OF CLAIMS:** No claim benefits shall be payable under this policy if the claim is presented to the Company beyond a period of one (1) year from the date of commencement of hospitalization.

19. **LOCAL TREATMENT CLAUSE** If the Insured Person(s) is a non-Malaysian and his application has been approved, the coverage and benefits provided in respect of this Insured Person, including his family member if insured, are applicable to within Malaysia only.

A non-Malaysian shall be defined as a person who is not a Malaysia citizen and is residing in Malaysia for no less than 12 months.

20. **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 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.

21. **MISREPRESENTATION / FRAUD:** If the proposal or declaration of the Insured Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this insurance, 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 shall be made in support thereof, then in any of these cases, this policy shall be void.

22. **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 initialed by an authorised representative of the Company.

23. **OVERSEAS TREATMENT:** If the Insured Person seeks treatment overseas, Benefits in respect of the treatment shall be covered subject to the exclusions, limitations and conditions specified in this policy and all benefits will be payable based on the official exchange rate ruling on the last day of the Period of Confinement and shall exclude the cost of transport to the place of treatment, PROVIDED that:

- (i) the Insured Person traveling abroad for a reason other than for medical treatment, needs to be confined to a Hospital outside Malaysia as a consequence of a Medical Emergency;
- (ii) the Insured Person upon recommendation of a Physician or Surgeon and has to be transferred to a Hospital outside Malaysia because the specialised nature of the treatment, aid, information or decision required can neither be rendered nor furnished nor taken in Malaysia.

Overseas treatment of a Sickness, Disease or Illness which is diagnosed in Malaysia and non-emergency or chronic conditions where treatment can reasonably be postponed until return to Malaysia are excluded.

24. **PERSONS ELIGIBLE**

Persons eligible to be covered under this Policy are :-

- a) Anyone between the ages of 15 days and 60 years and renewal extension may be allowed to renewable up to age Sixty Five (65) years subject to application and satisfactory declaration of health status on yearly review basis. There is no automatic for person above 60 years old
- b) Malaysian who reside in Malaysian only
- c) Under the Family Plan (if applicable), the coverage under this policy shall be extended to Unmarried children 15 days or higher but under nineteen (19) years of age or twenty-three (23) years of age if still on full-time higher education at a government recognised local institution, and who are not gainfully employed.

25. **PERIOD OF COVER AND RENEWAL:** This policy shall become effective as of the date stated in the Certificate of Insurance. The policy anniversary shall be one year after the Policy Effective Date and annually thereafter. On each such anniversary, this policy is renewable at the premium rates in effect at that time as notified by the Company. This policy will be renewable at the option of the Certificate Holder subject to the terms, conditions herein. The renewal premiums payable is not guaranteed and 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 Certificate Holders irrespective of their claim experience according to the Company's risk assessment.

Each Certificate of Insurance issued under this policy is renewable at the option of the respective Certificate Holder 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 Certificate of Insurance is cancelled at the request of the Certificate Holder
- (d) total claims of the policy have reached 100% of the admissible claim and/or on the death of the Insured Person
- (e) the Insured Person ceases to qualify as a dependant based on the definition of the policy
- (f) the Insured Person attains the coverage age limit specified
- (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.

26. PREMIUM POSITION UPON TERMINATION OR CANCELLATION

In the event of premium having been paid by the Certificate Holder for any period beyond the date of termination or cancellation of this Policy, the relevant proportion thereof shall be refunded to the Certificate Holder. If premium has not been paid for any period up to the date of termination or cancellation, the Certificate Holder shall be liable for the payment of such premium.

27. PREMIUM

This Policy is based upon the receipt of premiums annually in advance. In cases where the premiums are being paid monthly, all future instalments necessary to complete a full year's premium shall be deducted from any claim when a admitted claim is paid.

28. 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 thirty (30) days written notice to the Certificate Holder and the Company will run off all policies to expiry of the period of cover within the portfolio.

29. PROOF OF HOSPITALISATION: Affirmative proof of hospitalisation, surgery or treatment as an out-patient in such forms as the Company may prescribe must be completed and furnished at the expense of the Insured Person within thirty (30) days after the date of being discharged from the Hospital or receiving treatment together with the Hospital's official statement of accounts and receipts.

30. RENEWAL

The policy is conditionally automatic renewable, subject to the terms and conditions of the policy. The Company has the right to review and/or cancel the renewed policy with a given notice of 30 days to the Certificate Holder at his last known address as shown in the records of the Company.

The renewal premiums are not guaranteed and the Company reserves the right to revise the premium rates applicable at the time of renewal. Such changes, if any, shall be applicable to all policyholders irrespective of their claims experience according to the company's risk assessment

31. RESIDENCE OVERSEAS: No benefit whatsoever shall be payable for any medical treatment due to Sickness, Disease or Illness received by the Insured Person outside Malaysia, if the Insured Person resides or travels outside Malaysia for more than ninety (90) consecutive days.

32. SUCCEEDING CERTIFICATE HOLDER

This Policy may be automatically endorsed to effect a change in the name of the Certificate Holder in the following event:

- a) Upon the death of the Certificate Holder while this Policy is in force the Certificate Holder's legal spouse
 - i) if at the time is an Insured Person, shall automatically become the Certificate Holder. All reference in this Policy to the Certificate Holder shall thereafter mean such spouse
 - ii) shall automatically become the Certificate Holder for a dependent child who is an Insured Person. All reference in this Policy to the Certificate Holder shall thereafter mean such spouse
- b) Upon the death of both the Certificate Holder and Insured's legal spouse, while this Policy is in force, the legally appointed trustee for the dependent child who is an Insured person, shall automatically become the Certificate Holder until the expiry of the policy.

33. 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

34. **TO WHOM INDEMNITY IS PAYABLE:** All indemnities of this policy will be payable to the Certificate Holder. The receipt of any Benefits under this policy by the Certificate Holder (or by his legal or authorised representative) alone shall be an effective discharge of all obligations and liabilities of the Company.
35. **UPGRADED POLICIES (Applicable Only If Specified In The Policy Schedule)**
If the Eligible Benefits to any Insured Person 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 Person 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.
36. **WAITING PERIOD:** Eligibility for benefits starts 30 days after the Insured Person has been included in the policy, except for a covered Accident occurring after the effective date of coverage.
37. **LANGUAGE PREVAILS :** If there is any conflict or inconsistency between any of the contents of the document and the contents of a version of this same document issued or printed in any other language, the contents of this document issued and printed in English prevail.