

# HOSPITAL AND SURGICAL BENEFIT SUPPLEMENTARY CONTRACT

FORM NO.: MHSR1

**THIS SUPPLEMENTARY CONTRACT** is issued in conjunction with but does not form part of the Basic Policy, and is valid only if the above Supplementary Contract Form Number is stated on the Policy Information Page of the Basic Policy or added to the Basic Policy by Endorsement. It is issued in consideration of the payment of insurance charge applicable to this Supplementary Contract as stated on the Policy Information Page of the Basic Policy or Endorsement.

**WE DOES HEREBY INSURE** the person name as the Life Assured on the Policy Information Page of the Policy (hereinafter called the Basic Policy) to which this Supplementary Contract is attached, subject to all the provisions hereinafter contained in this Supplementary Contract

## BENEFITS

**IF, WHILE THIS SUPPLEMENTARY CONTRACT IS IN FORCE**, the Life Assured as a result of illness occurring more than thirty (30) days after the Issue Date or date of reinstatement of this Supplementary Contract, which is the later, or injury, is confined in a hospital as hereinafter defined on the recommendation of a registered medical practitioner other than himself, we will, upon receipt and approval of proofs, pay Hospitalisation Benefits for the period during which the Life Assured shall be an in-patient of the hospital but not exceeding 500 times of the daily rate of benefit for any injury or illness as follows:

- In respect of Hospitalisation in the government hospitals and government licensed private hospital in Singapore, Malaysia and Brunei, the hospital daily benefit would be that benefit as indicated on the Policy Information Page.
- For hospitals other than those specified in (a), the benefit per day is half of the Hospitalisation benefit indicated on the Policy Information Page.

**IN ADDITION**, only if Hospitalisation benefit is payable, surgeon's fees shall be payable at actual sum to the surgeon and the anaesthetist in respect of the operation. The fees shall be reimbursed subject to the limit of 30 times the daily rate of compensation for each operation and to an overall limit of 500 times the daily rate of compensation.

In respect of Hospitalisation arising from illness a lien is applicable on the above benefits as follows:

Age of Life Assured as at last birthday when hospitalised	Percentage (%) of daily benefits
0	50
1	75
2 & onwards	100

## DESCRIPTION OF BENEFITS

### ANAESTHETIST FEE

Reimbursement of the Reasonable and Customary Charges by the Anaesthetist for the Medically Necessary administration of anaesthesia not exceeding the limits as set forth in this Supplementary Contract.

### SURGICAL FEES

Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists, including pre-surgical assessment Specialist's visits to the Life Assured and post-surgery care up to the maximum amount and number of days from the date of surgery, but within the maximum indicated in the Policy Information Page. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in this Supplementary Contract.

## DEFINITIONS

**ACCIDENT** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place, which shall, independently of any other cause, be the sole cause of bodily injury.

**ANY ONE DISABILITY** shall mean all of the periods of disability arising from the same cause including any and all complications there from except that if the Life Assured completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the disability for at least ninety (90) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

**AS CHARGED** refers to actual charges incurred for reasonable, necessary and customary medical care provided in the treatment of a covered Disability.

**CHILD** shall mean any person who has attained the age of 30 days and is an unmarried person, is financially dependent upon the Life Assured and is under the age of 19, or up to the age of 23 for those registered as full time students at a recognized educational institution.

**CONGENITAL CONDITIONS** shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 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 Supplementary Contract.

**DAY** shall mean the definition of a charging day adopted by the Hospital concerned.

**DAY SURGERY** shall mean a patient who needs the use of a recovery facility for a surgical procedure on a pre-planned basis at the hospital/ specialist clinic (but not for overnight stay).

**DENTIST** shall mean a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided, but excluding a physician or surgeon who is the Life Assured himself.

**DISABILITY** shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

**DOCTOR or PHYSICIAN or SURGEON** shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Life Assured himself.

**ELIGIBLE EXPENSES** shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits as set forth in this Supplementary Contract.

**HOSPITAL** shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- (a) has facilities for diagnosis and major surgery,
- (b) provides 24 hour a day nursing services by registered and graduate nurses,
- (c) is under the supervision of a Physician, and
- (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

**HOSPITAL CONFINEMENT** shall mean the Life Assured being duly registered and admitted as an in-patient in a Hospital for more than twelve (12) hours.

**HOSPITALISATION** shall mean admission to a Hospital as a registered in-patient for Medically Necessary treatments for a covered Disability upon recommendation of a physician. A patient shall not be considered as an in-patient if the patient does not physically stay in the hospital for the whole period of confinement.

**INJURY** shall mean bodily injury caused solely by Accident.

**LIFE ASSURED** shall mean the person described in the Policy Information Page including his/her Dependant (if applicable).

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

**MALAYSIAN GOVERNMENT HOSPITAL** shall mean a hospital which charges of services are subject to the Fee Act 1951 Fees (Medical) Order 1982 and/or its subsequent amendments if any.

**MEDICALLY NECESSARY** shall mean a medical service which is:-

- (a) consistent with the diagnosis and customary medical treatment for a covered Disability, and
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- (c) not for the convenience of the Life Assured or the Physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient), and
- (d) not of an experimental, investigational or research nature, preventive or screening nature,
- (e) for which the charges are fair and reasonable and customary for the Disability.

**OUT-PATIENT** shall mean the Life Assured is receiving medical care or treatment without being hospitalized and includes treatment in a Daycare centre.

**OVERALL ANNUAL LIMIT** shall mean benefits payable in respect of expenses incurred for treatment provided to the Life Assured during the period of insurance shall be limited to Overall Annual Limits as stated in this Supplementary Contract irrespective of a type/types of disability. In the event the Overall Annual Limit having been paid, all insurance for the Life Assured hereunder shall immediately cease to be payable for the remaining policy year.

**POLICYHOLDER** shall mean a person or a corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Life Assureds in this Policy.

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

**PRE-EXISTING ILLNESS** shall be limited to disabilities which existed before the effective date of cover and for which the Life Assured should have reasonably been aware of. A Life Assured may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- (a) the Life Assured had received or is receiving treatment;
- (b) medical advice, diagnosis, care or treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

**PRESCRIBED MEDICINES** shall mean medicines that are dispensed by a Physician, a Registered Pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of treatment for a covered Disability.

**REASONABLE AND CUSTOMARY CHARGES** shall mean charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Life Assured medical condition.

**RENEWAL OR RENEWED POLICY** shall mean a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.

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

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

**SPECIFIED ILLNESSES** shall mean the following disabilities and its related complications, occurring within the first 120 days of Insurance of the Life Assured:

- (a) Hypertension, diabetes mellitus and Cardiovascular disease
- (b) All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system
- (c) All ear, nose (including sinuses) and throat conditions
- (d) Hernias, haemorrhoids, fistulae, hydrocele, varicocele
- (e) Endometriosis including disease of the Reproduction system
- (f) Vertebro-spinal disorders (including disc) and knee conditions.

**SUPPLEMENTARY CONTRACT** shall mean this Hospital And Surgical Benefit Supplementary Contract.

**SURGERY** shall mean any of the following medical procedures:

- (a) To incise, excise or electrocauterize any organ or body part, except for dental services.
- (b) To repair, revise, or reconstruct any organ or body part.
- (c) To reduce by manipulation a fracture or dislocation.
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra

**WAITING PERIOD** shall mean the first 30 days between the beginning of a Life Assured disability and the commencement of this Policy date/reinstatement date and is applied only when the person is first covered. This shall not be applicable after the first year of cover. However, if there is a break in insurance, the Waiting Period will apply again.

## SPECIAL PROVISIONS

### PERIOD OF COVER AND RENEWAL

This Supplementary Contract shall become effective as of the date stated in the Policy Schedule. The Policy Anniversary shall be one year after the effective date and annually thereafter. On each such anniversary, this Supplementary Contract is renewable at the insurance charge in effect at that time.

This Supplementary Contract is renewable at the option of policyholder until the occurrence of any of the following:

- a. non payment of premium or premium not made on time
- b. fraud or misrepresentation of material facts during application
- c. this Supplementary Contract is cancelled at the request of the policyholder
- d. total claims of this Supplementary Contract have reached the overall limit specified and/or on the death of the Life Assured
- e. the Life Assured ceases to qualify as a dependant based on the definition of this Supplementary Contract
- f. the Life Assured attains the coverage age limit specified
- g. termination of coverage for all policies in a certain market and we withdraw this Supplementary Contract completely from the market in accordance with the Portfolio Withdrawal Condition.

### GEOGRAPHICAL TERRITORY

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

## GENERAL PROVISIONS

### ALTERATIONS

No alterations in the terms of this Policy or any Endorsement thereon will be held valid unless the same is signed or initialed by Our authorised representative with three (3) months prior written notice by providing valid reason.

### ARBITRATION

All differences arising out of this Supplementary Contract 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 us for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

#### **AUTOMATIC TERMINATION**

The insurance of a Life Assured shall automatically terminate on the earliest happening of the following events:

- a) if the Investment account balance of the Basic Policy becomes a zero or negative value; or
- b) on the death of a Life Assured; or
- c) on the Policy Anniversary following the sixtieth (60<sup>th</sup>) birthday of an Life Assured; or
- d) on full payment of claim under the Basic Policy, where this Supplementary Contract is attached; or
- e) if any insurance charge on this Supplementary Contract or Basic Policy remains unpaid at the end of the Grace Period; or
- f) if the Basic Policy becomes death or TPD claims, paid-up, matures, expires, or is surrendered; or
- g) the total amount of Hospitalisation benefit payable under this provision attains the overall limit of 500 times the daily rate; or
- h) when a written request for termination of the said Supplementary Contract is submitted to us for endorsement to that effect.

Termination of this Supplementary Contract shall be without prejudice to any claim arising prior to such termination. The payment or acceptance of any insurance charge hereunder subsequent to termination of this Supplementary Contract shall not create any liability but we shall refund any such insurance charge.

#### **CERTIFICATION, INFORMATION AND EVIDENCE**

All certificates, information, medical reports and evidence shall be furnished at the expense of the Life Assured. In any event all notices which we shall require the Policyholder to give must be in writing and addressed to us. A Life Assured shall, at our request and expense, submit to a medical examination whenever such is deemed necessary.

#### **CHANGE IN RISK**

The Life Assured shall give immediate notice in writing to us of any material change in his or her occupation, business, duties or pursuits and pay any additional insurance charge that may be required by us.

#### **CLAIM PROCEDURES**

- a) The Life Assured shall within 30 days of a Disability that incurs claimable expenses, give written notice to us stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.
- b) The Life Assured shall immediately procure and act on proper medical advice and we shall not be held liable in the event a treatment or service becomes necessary due to failure of the Life Assured to do so.

#### **CONDITION PRECEDENT TO LIABILITY**

The due observance and the fulfilment of the terms, provisions and conditions of this Supplementary Contract by the Life Assured and in so far as they relate to anything to be done or complied with by the Life Assured shall be conditions precedent to any liability of ours.

#### **CONTRIBUTION**

If an Life Assured carries other insurance covering any illness or injury insured by this Supplementary Contract, we shall not be liable for a greater proportion of such illness or injury than the amount applicable hereto under this Supplementary Contract bears to the total amount of all valid insurance covering such illness or injury.

#### **COOLING-OFF PERIOD**

The Applicant/Owner shall have the right to cancel this Supplementary Contract by giving written notice to Us within fifteen (15) days after the delivery of this Supplementary Contract. Upon cancellation, the insurance charge (less any medical fee incurred) will be refunded to you.

#### **CURRENCY OF PAYMENT**

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

#### **GRACE PERIOD**

A Grace period of thirty-one (31) days from its due date will be allowed for deduction of each insurance charge after the first Policy Year during which period this Supplementary Contract will remain in-force. During such 31 days, we shall remain liable thereunder if by the last of such days, the insurance charge is actually deducted.

If any insurance charge is not deducted in respect of this Supplementary Contract before the end of the Grace period, the Basic Policy and this Supplementary Contract shall be deemed as terminated at the expiry of grace period.

#### **GOVERNING LAW**

This Basic Policy and Supplementary Contract are issued under the laws of Malaysia and are subject and governed by the laws prevailing in Malaysia.

#### **INCOMPLETE CLAIMS**

All claims must be submitted to us within 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.

#### **MISREPRESENTATION / FRAUD**

If the proposal or declaration of the Life Assured 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 Basic Policy and Supplementary Contract shall be void.

#### **MISSTATEMENT OF AGE**

If the age of the Life Assured has been misstated and the insurance charge deducted as a result thereof is insufficient, any claim payable under this Supplementary Contract shall be prorated based on the ratio of the actual insurance charge deducted to the correct insurance charge which should have been deducted for the year. Any excess insurance charge, which may have been deducted as a result of such misstatement of age, shall be refunded without interest.

If at the correct age the Life Assured would not have been eligible for cover under this Supplementary Contract, no benefit shall be payable.

**NON-PARTICIPATION**

This Supplementary Contract shall be non-participating and shall not share in our surplus earnings.

**NOTICE**

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

**PORTFOLIO WITHDRAWAL CONDITION**

We may 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 three (3) months written notice with valid reason to the policyholder and we will run off all policies to expiry of the period of cover within the portfolio.

**INSURANCE CHARGE**

The insurance charges of this Supplementary Contract are not guaranteed. New insurance charges shall be applied to the Life Assured under this Supplementary Contract. We will, at least ninety (90) days before the Policy Anniversary, notify the Applicant/Owner in writing of the new insurance charges by providing valid reason.

**PROOF OF HOSPITALISATION**

Affirmation proof of Hospitalisation in such forms as we prescribed must be furnished to it at the expense of the Life Assured within thirty (30) days of leaving the hospital.

**RESIDENCE OVERSEAS**

No benefit whatsoever shall be payable for any medical treatment received by a Life Assured outside Malaysia, if the Life Assured resides or travels outside Malaysia for more than ninety (90) consecutive days.

**SUBROGATION**

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

**SUPPLEMENTARY CONTRACT AND APPLICATION CONSTITUTE ENTIRE CONTRACT**

This Supplementary Contract and the Application for it, a copy of which is attached to the Basic Policy, constitute the entire Contract. All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. No statement will be used by us to void this Supplementary Contract or in defence to claim under it unless it is contained in the Application. No change in this Supplementary Contract shall be valid unless approved by our executive officer and such approval be endorsed hereon.

This Supplementary Contract and the Schedule of Benefits shall be read together as one (1) contract and any words or expression to which a specific meaning has been attached in any part of this Policy or of the Schedules shall bear such specific meaning wherever it may appear.

**SUPPLEMENTARY CONTRACT SHALL BE VOID**

This Supplementary Contract shall be void if the Proposal and Declaration made by Life Assured or any written statement given by the Life Assured is untrue in any respect, or if any material fact affecting the risk is incorrectly stated or represented, or is omitted in these documents.

This Supplementary Contract shall also be void if the Life Assured makes any claim which is fraudulent or exaggerated, or if the Life Assured makes any false declaration or statements in support of any claim.

**OWNERSHIP OF POLICY**

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

**WAITING PERIOD**

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

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

1. Pre-existing illness.
2. Specified illnesses occurring during the first 120 days of continuous cover.
3. Any medical or physical conditions arising within the first 30 days of the Life Assured cover or date of reinstatement whichever is latest except for accidental injuries.
4. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.
5. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Insurance.
6. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) related diseases, and any communicable diseases requiring quarantine by law.
7. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions
8. Pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.
9. Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
10. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
11. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.
12. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
13. Expenses incurred for donation of any body organ by an Life Assured and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
14. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aromatherapy or other alternative treatment.
15. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Life Assured and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract except for the hospital daily benefit as indicated in the Policy Information Page.
16. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
17. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items
18. Sickness or Injury arising from 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.
19. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
20. Expenses incurred for sex changes.

We have caused this Supplementary Contract to be issued as of the Issue Date shown on the Policy Information Page of the Basic Policy or Endorsement.