

# MAXMEDIC HOSPITAL AND SURGICAL SUPPLEMENTARY CONTRACT

FORM NO.:

**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 charges applicable to this Supplementary Contract.

**WE DOES HEREBY INSURE** the person named 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.

**IF WHILE THIS SUPPLEMENTARY CONTRACT IS IN-FORCE** the Life Assured undergoes medical treatment for Injury or illness, We will pay the Life Assured for the medical treatment incurred up to the maximum as set out in the Schedule of Benefits in accordance with the terms and conditions of this Supplementary Contract.

Provided always that:-

- a) Our liability shall not exceed the Overall Annual Limit as set out in the Schedule of Benefits for any year.
- b) This Supplementary Contract shall become effective as the date stated on the Policy Information Page, also referred to as Commencement Date.

## SECTION A

### 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.

**APPLICANT/OWNER** 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 Assured in this Supplementary Contract.

**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 thirty (30) days and is an unmarried person, is financially dependent upon the Applicant/Owner and is under the age of nineteen (19), or up to the age of twenty-three (23) for those registered as full time students at a recognized educational institution.

**CO-INSURANCE** shall mean cost sharing on the Eligible Expenses between Applicant/Owner and Us.

**CONGENITAL CONDITIONS** shall mean 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 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 Dentist who is the Life Assured himself/herself or the spouse or the immediate family member(s) of the Life Assured.

**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/herself or the spouse or the immediate family member(s) of the Life Assured.

**ELIGIBLE EXPENSES** shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the Schedule of Benefits.

**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 qualified 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) consecutive 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.

**INTENSIVE CARE UNIT OR HIGH DEPENDENCY UNIT** shall mean a section within a Hospital which is designated as an Intensive Care Unit or High Dependency 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.

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

**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 Limit as stated in the Schedule of Benefits irrespective of a type/types of Disability. In the event the Overall Annual Limit is reached, all insurance coverages for the Life Assured shall immediately cease to be payable for the remaining Rider Policy Year.

**OVERALL LIFETIME LIMIT** shall mean the maximum amount payable in the lifetime of the Life Assured. Once the Overall Lifetime Limit is reached, the Supplementary Contract is automatically terminated.

**PRE-EXISTING ILLNESS** shall be limited to Disabilities which existed before the commencement date or effective date of change or reinstatement date, whichever is later, and for which the Life Assured has reasonably knowledge of the Disabilities. A Life Assured is 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, consultation, diagnosis, care or treatment has been recommended;
- (c) clear and distinct signs or 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's 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.

**RIDER POLICY YEAR** shall mean the one (1) year period from and including the effective date of commencement of insurance (as stated in the Policy Information Page or Endorsement), or the one (1) year period following the Renewal of this Supplementary Contract.

**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 Specialist who is the Life Assured himself/herself or the spouse or the immediate family member(s) of the Life Assured.

**SPECIFIED ILLNESSES** shall mean the following Disabilities and its related complications, occurring within the first one hundred and twenty (120) days from the commencement date or effective date of change or date of reinstatement of this Supplementary Contract, whichever is the later:

- (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 MaxMedic 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 period of time between the commencement date or effective date of change or reinstatement date of this Supplementary Contract, whichever is later, and the beginning of a Life Assured's symptoms of the Illness, after which the Life Assured is eligible for the Illness benefit described herein.

**WE/US** shall mean Zurich Life Insurance Malaysia Berhad.

## DESCRIPTION OF BENEFITS

### HOSPITAL ROOM AND BOARD

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

### INTENSIVE CARE UNIT/HIGH DEPENDENCY UNIT

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

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

### 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 in-patient in a Hospital, up to the amount stated in the Schedule of Benefits.

Registration fee, identification wrist band, and dispensing fee are payable.

### IN-HOSPITAL PHYSICIAN VISIT

Reimbursement of the Reasonable and Customary Charges by a Physician or a Specialist for Medically Necessary visiting an in-paying patient while confined for a non-surgical Disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days and amount as set forth in the Schedule of Benefits.

### 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 Schedule of Benefits. 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 the Schedule 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 the Schedule of Benefits.

**OPERATING THEATRE**

Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure not exceeding the limits as set forth in the Schedule of Benefits.

**PRE-HOSPITAL DIAGNOSTIC TESTS**

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

**PRE-HOSPITAL SPECIALIST CONSULTATION**

Reimbursement of the Reasonable and Customary Charges incurred for the first time consultation and medicines prescribed by a Specialist in connection with a Disability within the maximum number of days as set forth in the Schedule of Benefits preceding confinement in a Hospital and provided that such consultation and medication are Medically Necessary and has been recommended in writing by the attending general practitioner.

Payment will not be made for clinical treatment (including medications and subsequent consultation after the illness is diagnosed) or where the Life Assured does not result in Hospital confinement for the treatment of the medical condition diagnosed.

**POST-HOSPITALISATION TREATMENT**

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

**OUT-PATIENT PHYSIOTHERAPY TREATMENT**

Reimbursement of the Reasonable and Customary Charges incurred for Out-Patient Physiotherapy treatment in hospital or a legally registered facility or legally registered physiotherapy centre referred in writing by a licensed Specialist or Physician to be performed by a licensed physiotherapist after Surgery or in-hospital treatment, within the maximum number of days from the date of Hospital discharge / Surgery as set forth in the Schedule of Benefits for Any One Disability. However, no payment will be made for medication / treatment and subsequent consultations with the same Specialist or Physician.

**OUT-PATIENT KIDNEY DIALYSIS TREATMENT**

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

Such treatment must be received at the Out-Patient department of a Hospital or a registered dialysis treatment centre immediately following discharge from Hospital confinement or Surgery.

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

**OUT-PATIENT CANCER TREATMENT**

If a Life Assured is diagnosed with Cancer as defined below, We will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary treatment of Cancer performed at a legally registered Cancer treatment centre subject to the limit of this Disability as specified in the Schedule of Benefits.

Such treatment (radiotherapy, chemotherapy, immunotherapy, hormonal therapy and targeted therapy) must be received at the Out-Patient department of a Hospital or a legally registered Cancer treatment centre immediately following discharge from Hospital Confinement or Surgery.

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

- (a) Carcinoma in situ including of the cervix;
- (b) Ductal Carcinoma in situ of the breast;
- (c) Papillary Carcinoma of the bladder & Stage 1 Prostate Cancer;
- (d) All skin cancers except malignant melanoma;
- (e) Stage 1 Hodgkin's disease;
- (f) Tumours manifesting as complications of AIDS (Acquired Immune Deficiency Syndrome).

#### **HOME NURSING CARE**

Reimbursement of Reasonable and Customary Charges, up to the amount and number of days as stated in the Schedule of Benefits, for Medically Necessary continued nursing care by a registered nurse to the Life Assured in a home. Such nursing care must be recommended by the attending Physician and be for a minimum duration of four (4) hours each day.

This benefit is only payable if there has been an earlier claim paid for In-Hospital Benefits in respect of the medical condition for which hospitalisation was required by the Life Assured.

#### **EMERGENCY ACCIDENTAL OUT-PATIENT TREATMENT**

Reimbursement of the Reasonable and Customary Charges incurred for up to the maximum number of days stated in the Schedule of Benefits, as a result of a covered bodily Injury arising from an Accident for Medically Necessary treatment as an Out-patient at any registered clinic or Hospital within seventy-two (72) hours of the Accident causing the covered bodily Injury. Follow up treatment by the same doctor or same registered clinic or Hospital for the same covered bodily Injury will be provided up to the maximum amount and the maximum number of days as set forth in the Schedule of Benefits.

If as a result of an Accident on sound natural teeth, We will reimburse charges for pain relieving dental treatment excluding restorative procedure such as crowning, bridging, placement of denture as well as root canal treatment.

#### **AMBULANCE FEES**

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

#### **DAILY CASH ALLOWANCE AT GOVERNMENT HOSPITAL**

Pays a daily allowance for each day of confinement for a covered Disability in a Malaysian Government Hospital, provided that the Life Assured shall confine to a Room and Board rate that does not exceed the amount and number of days shown in the Schedule of Benefits. No payment will be made for any transfer to or from any Private Hospital and Malaysian Government Hospital for the covered Disability.

#### **LIFE ASSURED CHILD'S DAILY GUARDIAN BENEFIT**

Reimburses the expenses for meals and lodging incurred to accompany a Life Assured Child (aged below fifteen (15) years) in the Hospital but shall not exceed the limits set forth in the Schedule of Benefits.

#### **MEDICAL REPORT FEES**

Reimburses the actual fee charged for completion of a medical report by the attending Physician, Specialist or Surgeon in respect of each Disability but not to exceed the amount as stated in the Schedule of Benefits.

#### **TAX ON ELIGIBLE EXPENSES**

Benefit payable for Eligible Expenses under this Policy shall include Tax.

### **SPECIAL PROVISIONS**

#### **PERIOD OF COVER AND RENEWAL**

This Supplementary Contract shall become effective as of the date stated in the Policy Information Page of the Basic Policy or Endorsement. The Policy Anniversary shall be one (1) 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.

#### **CO-INSURANCE**

For any eligible benefit listed under Hospital & Surgical Benefits (except Daily Hospital Room and Board) and Out-Patient Treatment Benefits in the Schedule of Benefits claimed, We shall reimburse the benefits subject to payment of Co-Insurance by the Applicant/Owner. The Applicant/Owner shall pay the Co-Insurance as follows:-

- a) For **HOSPITAL & SURGICAL BENEFITS** (except Daily Hospital Room & Board Benefit), which includes intensive care unit/high dependency unit, Hospital Supplies & Services, In-Hospital Physician Visit, Surgical Fees, Anaesthetist Fees, and Operating Theatre Fees, the Applicant/Owner shall pay a Co-Insurance of ten percent (10%) of the total Eligible Expenses incurred on all the corresponding benefits, subject to a Minimum Co-Insurance Amount of RM 200 and a Maximum Co-Insurance Amount of RM1,000 as set forth in the Schedule of Benefits for each admission, each treatment or each Day Surgery.

- b) For **OUT-PATIENT TREATMENT BENEFITS**, which includes Pre-Hospital Diagnostic Tests, Pre-Hospital Specialist Consultation, Post-Hospitalisation Treatment, Out-Patient Physiotherapy Treatment, Out-Patient Kidney Dialysis Treatment, Out-Patient Cancer Treatment, Home Nursing Care and Emergency Accidental Out-Patient Treatment, the Applicant/Owner shall pay a Co-Insurance of ten percent (10%) of the total Eligible Expenses incurred on all the corresponding benefits, up to a maximum Co-Insurance amount of RM2,000 as set forth in the Schedule of Benefits for each admission, each treatment or each Day Surgery.

We may revise the Minimum Co-Insurance Amount and the Maximum Co-Insurance Amount at any time by giving thirty (30) days prior written notice to the Applicant/Owner with valid reason.

#### **GEOGRAPHICAL TERRITORY**

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

#### **OVERSEAS TREATMENT**

If the Life Assured elects to or is referred to be treated outside Malaysia by the attending Physician, benefits in respect of the treatment shall be limited to the Reasonable and Customary and Medically Necessary charges for such equivalent local treatment in Malaysia and shall exclude the cost of transport to the place of treatment.

## **EXCLUSIONS**

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

1. Pre-existing illness.
2. Specified Illnesses occurring during the first one hundred and twenty (120) days of continuous cover.
3. Any medical or physical conditions arising within the first thirty (30) days of the Life Assured's 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 or Lasik), long-sightedness, astigmatism 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 (except if recommended by the attending Physician as stated in the Home Nursing Care clause), 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, pregnancy related or its complications, child-birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.
9. Hospitalization 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 a 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, bone setting, 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.
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/inpatient kit/pack, discharge pack, laundry, electricity, extra meal 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.

## GENERAL CONDITIONS

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 Supplementary Contract or of the Schedules shall bear such specific meaning wherever it may appear.

### 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 accordance to the Arbitration Act 2005. 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 expiry date of this Supplementary Contract; or
- (c) if any insurance charge on this Supplementary Contract or Basic Policy remains unpaid at the end of the Grace Period; or
- (d) if the accumulated total benefits paid since the commencement date or effective date of change of this Supplementary Contract exceeds the Overall Lifetime Limit as shown in the Schedule of Benefits and stated in the Overall Lifetime Limit clause; or
- (e) if the Basic Policy becomes paid-up, matures, expires, or is surrendered; or
- (f) when the change in risk as stated in the Change In Risk clause below has rendered the Life Assured to be no longer insurable by Us; or
- (g) when a written request for termination of this Policy 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 as required by Us shall be furnished at the expense of the Life Assured, and in such a form that We may require. In any event all notices which We shall require the Applicant/Owner to give must be in writing and addressed to Us. A Life Assured shall, at our request and expense, submit to Us a medical examination whenever such is deemed necessary.

### CHANGE IN RISK

The Applicant/Owner shall give immediate notice in writing to Us of any material change in the Life Assured's occupation, business, duties or pursuits and any additional insurance charge that may be required by Us shall be deducted accordingly. If such change in risk has rendered the Life Assured to be no longer insurable by Us, this Supplementary Contract will be terminated.

### CLAIM PROCEDURES

- (a) The Life Assured shall within thirty (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 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.
- (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.

### CLAIM PERIOD SPANNING ACROSS TWO RIDER POLICY YEAR

If the Eligible Expenses flow into the next Rider Policy Year, the benefits to be reimbursed will be apportioned on the basis of the actual itemized expenses incurred on a daily basis in the relevant Rider Policy Year.

If there is no itemization of the expenses by daily breakdown, such expenses shall be apportioned as a percentage of the actual days of confinement (including day of admission) for each respective Rider Policy Year.

In no situations will the benefit limit exceed those as stipulated in the Schedule of Benefits.

**CONDITION PRECEDENT TO LIABILITY**

The due observance and the fulfillment 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 of our liability.

**CONTRIBUTION**

If a 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.

**CONVERSION POLICIES**

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

**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 Basic Policy and 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.

**FULL REIMBURSEMENT IN A GOVERNMENT HOSPITAL**

Charges for eligible medical expenses are covered in full for treatment in a Malaysian Government Hospital for each illness or Injury, provided the Life Assured does not transfer from or to a private Hospital for treatment and the room and board charge is not greater than that provided under the chosen plan applicable to the Life Assured.

**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.

**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 thirty-one (31) days, We shall remain liable thereunder if by the last of such days, the insurance charge is actually paid.

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

**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.

**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 Policyholder in writing of the new insurance charges by providing valid reason.

The insurance charges of this Supplementary Contract shall include the fee for the services provided by a Managed Care Organization (MCO) and the fee of the Referral Emergency Assistance Programme.

**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.

**AGE AND SEX**

This Supplementary Contract is issued at the age shown on the Policy Information Page or Endorsement, which is the Life Assured's age at last birthday. If the age or sex was misstated in the application form, the benefits or insurance charge will be adjusted according to the Policy which had been purchased based on the true age or sex.

**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.



#### **OWNERSHIP OF POLICY**

Unless otherwise expressly provided for by Endorsement in the Supplementary Contract, We shall be at liberty to treat the Applicant/Owner as the absolute owner of the Policy. We shall not be bound to recognise any equitable or other claim to or interest in the Supplementary Contract, and the receipt of the Supplementary Contract or a benefit by the Applicant/Owner (or by his legal or authorized representative) alone shall be an effective discharge of all our obligations and liabilities. The Applicant/Owner shall be deemed to be responsible principal or agent of the Life Assured covered under this Supplementary Contract.

#### **REINSTATEMENT**

If this Supplementary Contract lapses due to non-payment of insurance charge, the insurance hereunder may be reinstated with our consent. Such reinstatement shall only cover any eligible losses thereafter occurring.

#### **RESIDENCE OVERSEAS**

No benefit whatsoever shall be payable for any medical treatment received by the 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 SHALL BE VOID**

This Supplementary Contract shall be void in accordance with paragraph 5 of Schedule 9 of the Financial Services Act 2013 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.

#### **TAKE-OVER POLICIES**

If this Supplementary Contract shall have commenced immediately upon termination of a preceding policy if take-over benefit is granted and if a Life Assured shall have been afflicted with a medical Disability prior or at the time this Supplementary Contract started (and benefits under the preceding policy would have been available to him), such Life Assured shall continue to be covered for the existing Disability, but not to exceed the limits of the previous policy on condition We have secured a copy of the preceding policy.

#### **UPGRADED POLICIES**

If the benefits as stipulated under Schedule of Benefits to any Life Assured under the terms of this Supplementary Contract be increased while it is in-force or at the time of Renewal or replacement and if such Life Assured 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.

#### **WAITING PERIOD**

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

## SCHEDULE OF BENEFITS

PLANS	PLAN 1	PLAN 2	PLAN 3	PLAN 4	PLAN 5
<b>OVERALL LIMITS</b>	<b>LIMIT (RM)</b>				
Overall Annual Limit	50,000	75,000	100,000	125,000	150,000
Overall Lifetime Limit	500,000	750,000	1,000,000	1,250,000	1,500,000
<b>HOSPITAL &amp; SURGICAL BENEFITS</b>					
Hospital Room & Board (max. 200 days per annum)	110	160	210	310	400
Intensive Care Unit/High Dependency Unit (max. 30 days per annum)	As charged, subject to Co-Insurance of 10%, with a minimum of RM200 and a maximum of RM 1,000.				
Hospital Supplies & Services					
In-Hospital Physician Visit (max. 200 days per annum)					
Surgical Fees					
Anaesthetist Fees					
Operating Theatre Fees					
<b>OUT-PATIENT TREATMENT BENEFITS</b>					
Pre-Hospital Diagnostic Tests (within 60 days prior to admission)	As charged, subject to Co-Insurance of 10%, with a maximum of RM 2,000.				
Pre-Hospital Specialist Consultation (within 60 days prior to admission)					
Post-Hospitalisation Treatment (within 60 days from discharge)					
Out-Patient Physiotherapy Treatment (within 90 days from discharge/surgery)					
Out-Patient Kidney Dialysis Treatment					
Out-Patient Cancer Treatment					
Home Nursing Care (max. 180 days per life)					
Emergency Accidental Out-Patient Treatment (within 72 hours from accident and follow-up treatment up to a max. of 31 days)					
<b>OTHER BENEFITS</b>					
Ambulance Fees (max. limit per disability)	300	350	400	500	750
Daily Cash Allowance at Government Hospital (max. 200 days per annum)	50	60	70	80	90
Life Assured Child's Daily Guardian Benefit (max. limit per disability)	200	250	300	350	400
Medical Report Fees (max. limit per disability)	80	80	100	100	100
Tax on Eligible Expenses	As charged				

## **SECTION B**

### **REFERRAL EMERGENCY ASSISTANCE PROGRAMME**

We have an agreement with service provider to provide a comprehensive international medical assistance programme. This value-added service programme is specially provided to all Life Assured of MaxMedic.

All the benefits under this programme will automatically cease on the earliest happening of the following events:

- a) on the death of the Life Assured; or
- b) on the expiry date of this Supplementary Contract; or
- c) if the Life Assured is not covered under Section A of this Supplementary Contract.

Life Assured may place a reverse charge call/call collect to the service provider's 24 hours service hotline at any time seven (7) days a week for any of the services described below:

#### **1. International Medical Assistance Programme**

Services described herein are available to Life Assured traveling anywhere outside Malaysia with each trip not exceeding ninety (90) consecutive days.

##### **1.1 Tele-Medical Consultation and Evaluation of the Life Assured's Condition**

When medical advice is needed during travel outside Malaysia, Life Assured is to call the service provider for assistance and advice. The service provider's duty doctor will provide help over the phone.

**IMPORTANT:** The telephone conversation does not amount to the establishment of a diagnosis and must be considered as advice only.

##### **1.2 Medical Referral and Arrangement of Medical Appointments**

Upon request, the service provider shall provide the names, addresses and telephone numbers of physicians (including both general practitioners and specialists), hospitals, dentists, and dental clinics. The service provider will attempt upon request to confirm the availability of the applicable medical or dental professional to make an appointment for treatment.

##### **1.3 Arrangement of Hospital Admission Guarantee**

In the event that the emergency admission is needed and Life Assured has no means for the required hospital admission deposit, the service provider will provide admission guarantee on behalf of the Life Assured, such service shall be subjected to the service provider having first securing payment guarantee through credit card or funds from the Life Assured's family.

##### **1.4 Dispatch of Medication Not Available Locally**

The service provider will dispatch the necessary medication not available locally in case of an emergency and where local laws, rules and regulations allow such dispatch. Cost of medicine shall be borne by Life Assured and the service provider shall pay for the cost of such dispatching.

##### **1.5 Medical Evacuation**

Following a medical emergency and hospitalisation, when the service provider's doctor in consultation with the attending medical practitioner determines that local medical facility is inadequate to treat the Life Assured, the service provider will arrange for medical evacuation under constant medical supervision to the nearest adequate medical facility.

##### **1.6 Medically Supervised Repatriation**

If the service provider's doctor, in consultation with the local attending medical practitioner, determines that treatment should continue at a medical facility nearer home following stabilisation, the service provider will arrange for the repatriation under constant medical supervision.

All decisions as to the means of transportation and the final destination will be made by the service provider or its authorized representative and will be based solely upon medical necessity.

The Medical Evacuation and Medically Supervised Repatriation services described in 1.5 and 1.6 above shall be organised by the service provider and paid by Us subject to Policy terms and conditions. All costs incurred are subject to a limit of US Dollar One Million (USD 1,000,000) per Life Assured per event.

### 1.7 Medical Monitoring & Emergency Message Transmission

The service provider will monitor Life Assured's condition if Life Assured is hospitalised and will keep the Life Assured's employer / family informed, with prior agreement of the Life Assured in writing, unless this is not practicable.

### 1.8 Repatriation of Mortal Remains

If a Life Assured dies while on the trip due to a sickness or an accident, the service provider or its authorized representative will organize and pay for all expense incurred for the return of the body or remains to the Life Assured's country of origin. All costs incurred for such repatriation is subject to a maximum limit of Ringgit Malaysia Fifty Thousand (RM 50,000).

### 1.9 Visit to Bedside by a Friend / Relative

Should the Life Assured's hospitalisation outside Malaysia be expected to last more than seven (7) consecutive days, and the service provider's duty doctor agrees that it is medically necessary for a relative / friend to be by Life Assured's bedside provided no travel companion is with Life Assured, the service provider will arrange and We shall pay for one economy class return transportation and hotel room accommodation for a relative / friend to visit the Life Assured. The cost of hotel room accommodation is subject to a limit of Ringgit Malaysia Eight Hundred (RM 800) per night up to a maximum of Ringgit Malaysia Three Thousand Five Hundred (RM 3,500).

### 1.10 Return of Children Traveling with the Life Assured

In the event that the Life Assured is hospitalised and Life Assured's medical condition prevents the Life Assured from caring for the Life Assured's minor children (below age of 18) traveling with the Life Assured and no relative is on the spot able to care for them, the service provider will arrange for one way economy class transportation for the children to be sent back to their home country. We shall pay for the cost incurred for the one-way economy class ticket for all minor children when traveling with the Life Assured.

## 2. Travel Assistance

### 2.1 Visa, Passport and Inoculation Requirements

The service provider will provide information concerning Visa, inoculation, passport or immunization requirements of the foreign countries in which the Life Assured will be travelling.

### 2.2 Location of Lost Items

The service provider will assist the Life Assured in the location of lost luggage, documents and personal items. Airlines, government authorities and credit card issuers are among those who will be contacted, if necessary.

### 2.3 Emergency Message Relay

In case of an emergency, the service provider will attempt to establish a national or international message relay to a designated addressee.

### 2.4 Arrangement of Flights

The service provider will assist with the arrangement of flights for family return if traveling with the Life Assured.

### 2.5 Legal Referral

Should the Life Assured seek legal assistance for an emergency while on a trip, the service provider will refer the Life Assured to local legal advisors.

### 2.6 Referral to Interpreter / Translator

Should the Life Assured need translation assistance for an emergency in the course of the Life Assured's trip, the service provider will refer the Life Assured to a local translator.

### 2.7 Weather and Foreign Exchange Information

The service provider shall provide information on foreign weather condition as well as foreign exchange rates when required.

## 3. Car Assistance

### 3.1. 24 hours Emergency Towing and Minor Roadside Repair

In the event a Life Assured's car is immobilised due to accident or breakdown, the Life Assured shall be entitled to contact the service provider's 24-Hours Service Hotline for assistance.

Should it be deemed possible to repair the Life Assured's car on the spot, the service provider shall arrange for such minor roadside repair. In the event it is not possible to repair the car on the site, the service provider shall arrange for the car to be

towed to the nearest workshop for repairs. Any cost incurred for the towing and minor roadside repair shall be borne by the Life Assured.

### 3.2. Territorial Limits

The emergency towing and minor roadside repair referred to in this Clause shall be available where such services are required within Peninsular Malaysia and Singapore excluding the islands except for Penang and Langkawi. In East Malaysia, services shall only be available in Kota Kinabalu, Sandakan, Tawau, Labuan, Sibul, Bintulu, Miri and Kuching.

### 3.3. Car Rental Assistance

Should the Life Assured require a car replacement in the event of a car breakdown, the service provider shall refer to designated third party service provider and assist the Life Assured in arranging for car rental. Cost of car rental shall be borne by the Life Assured.

### 3.4. Arrangement for Hotel Accommodation

As a result of a car breakdown, should a Life Assured need hotel accommodation, the service provider shall refer the Life Assured to hotels designated by the service provider in order to make reservation and arrangement for hotel accommodation. All costs incurred for such hotel accommodation and ancillary charges shall be solely borne by the Life Assured concerned.

### 3.5. Referral to Service Centre

The Life Assured may contact the service provider to arrange for referral to the nearest repair and service centre for car servicing or repair. The service provider shall also arrange for prior appointment for the Life Assured. All costs incurred in such car repair or servicing shall be borne by the Life Assured.

## 4. Home Assistance

The following Home Assistance Services shall only be available to Life Assured residing in major towns of Peninsular Malaysia.

### 4.1. Plumbing Assistance

As above the Life Assured require plumbing services at home, the service provider shall provide referral information to plumbers. The service provider will also assist in arranging for house call if necessary.

### 4.2. Locksmith Assistance

The service provider will arrange for referral or house call service in the event that the Life Assured requires the services of a locksmith.

### 4.3. General Repair Assistance

The service provider will also provide information for general repair services such as repairs of home electrical appliances.

### 4.4. Air Conditioning Assistance

Should the Life Assured require repair in relation to air conditioners, the service provider shall refer the Life Assured to persons who can provide such services and would also arrange for house call if necessary.

### 4.5. Pest Control Assistance

The service provider shall assist the Life Assured by referring them to pest control, pest prevention, soil treatment, anti-termite and mosquito control services. The service provider will also arrange for house call if necessary.

The services described in the Travel, Car and Home Assistance above shall be purely on referral and arrangement basis. The service provider or We shall not be responsible for any third-party cost incurred, such cost shall be borne directly by the Life Assured.

## DEFINITIONS

### (a) Medical Emergency

A situation which in the opinion of the service provider's doctor constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Life Assured's immediate or long term health prospects. The severity of the medical condition will be judged within the context of the Life Assured's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

(b) Minor Roadside Repair

Minor repairs are such that are deemed possible to be repaired on the spot including but not limited to change of tyres, minor wiring work and change of battery. The minor roadside repairs are also subject to the availability of parts and component at the time of the breakdown.

## EXCLUSIONS

The International Medical Assistance Programme described above is subject to the list of exclusions below:

- (a) Emergency medical evacuation, repatriation or costs not approved in advance and in writing by the service provider and/or not arranged by the service provider. This exclusion shall not apply to Emergency Medical Evacuation from remote or primitive areas which the service provider cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the well-being of the Life Assured.
- (b) If the Life Assured is travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.
- (c) If in the opinion of the service provider the Life Assured is not suffering from a serious medical condition or if the treatment can be reasonably delayed until the Life Assured returns to Malaysia or usual country of residence.
- (d) If the Life Assured is participating or engaging in war or any act of war (whether war be declared or not), invasion acts of foreign enemies, hostilities, rebellion, revolution, insurrection, military or usurped power, illegal activities, active servicing in any of the military or armed forces other than peace time reservist training.
- (e) If the Life Assured is suffering from any condition resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
- (f) Failure by the Life Assured to take reasonable precautions following warnings of any intended strike, riot or civil commotion via the mass media.
- (g) Self-inflicted injury, suicide or attempted suicide, mental or psychiatric disorder, drug addiction or abuse, alcohol abuse, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or diseases.
- (h) Any expenses arising from childbirth, miscarriage, pregnancy (except abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn children).
- (i) Any injuries arising from racing of any kind (other than racing on foot), sports exhibitions, bungee jumping, mountaineering or rock climbing necessitating the use of guides or ropes, scuba diving, aeronautics or aviation activities other than as a fare paying passenger in a properly licensed commercial or private aircraft or professional sports.
- (j) Any health condition which constitutes one of the reasons to undertake the trip.

## RESERVATION

- (a) The service provider and We shall not be held responsible for the failure or delay to provide the Services caused by strikes or conditions beyond its control including, but not limited to, flight conditions or where local laws of regulatory agencies prohibit the service provider from rendering such services.
- (b) The legal professionals, medical professionals, car assistance and/or home assistance providers referred by the service provider to provide direct services to the Life Assured are not employees or agents of the service provider and/or its subsidiaries or affiliated companies. The service provider and/or its subsidiaries or affiliated companies and We cannot be held responsible for the quality or results of any services provided by independent practitioners to whom the service provider refers the Life Assured.
- (c) This programme shall cease in the event that the MaxMedic is terminated.
- (d) We shall be entitled to vary any of the provisions herein and withdraw this programme by giving thirty (30) days notice with valid reason to the Life Assured.