QBE Insurance (Malaysia) Berhad
(Licensed under Financial Service Act 2013, regulated by Bank Negara Malaysia)
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QBE GROUP MEDI PROTECTOR Insurance Policy

QBE INSURANCE (MALAYSIA) BERHAD welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the Insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the Insurance is not completely in accordance with your intentions.

"WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY."

Contents

A. THE COVER

Preamble

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answersgiven in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. In the event of any precontractual misrepresentation made in relation to your answers or in any disclosures made by you, it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

Provided that the liability of QBE shall not exceed the Overall Annual Limit as set out in the Schedule of Benefits.

"Policy" includes this document, the Schedule and each endorsement issued by QBE attached or intended to be attached to it.

The written application form on which the insurance is based is deemed to be incorporated in this Policy as if it were fully set out in this Policy.

Duty of Disclosure

Where you have applied for this Insurance for the purpose of providing medical insurance benefits to your employees and their dependents, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

Cooling-off Period - Money Back Guarantee

If this Policy shall have been issued and for any reason whatsoever the Policyholder shall decide not to take up the Policy, the Policyholder may return the Policy to QBE for cancellation provided such request for cancellation is delivered by the Policyholder to QBE within fifteen (15) days from the date of delivery of the Policy. The Policyholder is entitled to the return of the full premium paid less deduction of administrative expenses incurred by QBE in the issue of the Policy.

B. EXCLUSIONS

This 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 illnesss.

2. Specified Illnesses occurring during the first 12 months of continuous cover. After 12 months of continuous cover the Insured shall be eligible for benefit provided such conditions has not occurred and Insured has not consulted any doctor for the purpose of medical treatment, medication (including drugs, medicines, special diet or injection) or advice for the condition or any related condition during the first 12 months of cover.

3. Any hospitalisation , medical or physical conditions arising within the first 30 days of the Insured Person's cover except for accidental injuries.

4. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Insured and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract.

5. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.

6. 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.

7. Private nursing, rest cures or sanitaria care, illegal drugs, intoxication, sterilisation, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, any communicable diseases required quarantine by law.

8. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.

9. 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 sterilisation.

10. Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations).

11. 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.

12. Costs/expenses of services of non-medical nature such as television, telephones, telex services, radios or similar facilities.

13. Sickness or injury arising from racing of any kind (except foot racing). skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities.

14. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.

15. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.

16. War or any act of war, declared or undeclared, criminal activities or any act of terrorism, direct participation in strikes, riots and civil commotion or insurrection and does not cover the Insured Person whilst serving in any capacity whatsoever, whether in the armed forces or while taking an active part in any occurrence as stated above.

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

18. Expenses incurred for donation of any body organ by an Insured Person and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.

19. Expenses incurred for sex changes.

20. Investigation and treatment of sleep and snoring disorders and hormone replacement therapy for menopausal conditions.

C. CLAIMS PROCEDURES

1. 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 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 QBE for any claim hereunder must be referred to an Arbitrator with twelve (12) calendar months from date of such disclaimer.

2. Condition Precedent to Liability

The due observance and the fulfilment 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 QBE.

3. Currency of Payment

All payments under this Policy shall be made in the legal currency of Malaysia. Should any payment be requested by the Insured 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.

4. Events Leading to Claims

(a) The Insured shall within 30 days of a Disability that incurs claimable expenses, give written notice to QBE 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 Insured shall immediately procure and act on proper medical advice and QBE shall not be held liable in the event a treatment or service becomes necessary due to failure of the Insured to do so.

5. Incomplete Claims

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

6. 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 QBE 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 QBE. After such grace period has expired, QBE will not accept, for any reason whatsoever, such written proof of loss.

7. Misstatement or Omission of Material Fact

If:

(a) any answer, disclosure or representation by You, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect; or

(b) before this contract of insurance is entered into, varied or renewed, You have failed to disclose any fact You knew to be relevant to Our decision on whether to accept this risk or not and the rates and the terms to be applied; or

(c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of claim.

then in any of the above cases, this Policy shall be void.

8. Notice

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

D. GENERAL CONDITIONS

1. Alterations

QBE reserves the right to amend the terms and provisions of this Policy by giving a 30 day prior notice in writing by ordinary post to the Owner's last know address in the Company's records, and such amendment will be applicable from the next renewal of this Policy.

No alteration in this Policy shall be valid unless authorised by QBE and such approval is endorsed thereon. The insurer should give 30 days prior written notice to the policyholder according to the last recorded address for any alterations made.

2. Automatic Termination

The insurance of an Insured Person shall automatically terminate on the earliest happening of the following events :

a) on the death of an Insured Person; or

b) on the Policy Anniversary following the 65th birthday of an Insured Person; or

c) for a dependant child, on his/her 19th birthday on his/her 23rd birthday if in full-time tertiary institution in Malaysia; or

d) if the total benefits paid under the Policy since the last Policy Anniversary exceeds the Overall Annual Limit for the respective period of insurance; or

e) at mid-night standard Malaysian time on the last day of the Period of Insurance unless an Insured Person is confined to a Hospital at such time. If this being the case, the time of termination shall be extended to:-

   (i) the time the Insured Person is discharged from Hospital; or

   (ii) the time the Overall Annual Limit shall have been exhausted; whichever is the first to occur

3. Cancellation of Policy

This Policy may be cancelled by the Policyholder at any time by giving a written notice to QBE; and provided that no claims have been made during the current policy year, the Policyholder shall be entitled to a refund of the premium as follow:-

	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	No refund

4. Certification, Information and Evidence

All certificates, information, medical reports and evidence as required by QBE shall be furnished at the expense of the Insured, and in such a form that QBE may require. In any event all notices which QBE shall require the Policyholder to give must be in writing and addressed to QBE. An Insured shall, at QBE's request and expense, submit to a medical examination whenever such is deemed necessary.

5. Change in Risk

The Insured Person shall give immediate notice in writing to QBE of any material change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by QBE.

6. Contribution

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

7. Conversion Policies (This condition shall only apply if stated in the Schedule)

If the Eligible Benefits provided under this Policy shall have been converted from an existing coverage of an 'Inner Limits' to an 'As Charged/Full Reimbursement' coverage, and if such Insured 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.

8. Deductible

A deductible is the first amount of each and every claim that has to be borne by you or payable under any other policies covering you and is only applicable on all eligible reimbursable expenses incurred as provided for under the benefit selected. The amount, if any, of the deductible and the items of cover to which it applies is as stated in the policy Schedule of Benefits.

9. Effective Date of Individual Insurance

Employees

The insurance of each present and future full-time employee shall take effect on the employee eligibility date provided the employee applies to enroll for insurance by completing and returning an enrolment form provided by the Company within thirty (30) days from his/her eligibility date. Otherwise the insurance of the employee will take effect on a date to be specified by the Company after the employee has submitted the enrolment form and produced satisfactory medical evidence of insurability which the Company may require at no expense to the Company.

Dependents

The insurance of a dependent shall take effect on the dependent's eligibility date, provided the insured employee applies to enroll the dependent within thirty (30) days from the dependent's eligibility date. Otherwise the insurance of the dependent shall take effect on a date to be specified by the Company after the dependent has produced at his/her expense, evidence of insurability satisfactory to the Company.

10. Geographical Territory

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

11. Governing Law

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

12. 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 of 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.

13. 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:

a) an Insured Person travelling 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.

b) an Insured Person upon recommendation of a Physician 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 disease, sickness or injury which is diagnosed in Malaysia and non-emergency or chronic conditions where treatment can reasonably be postponed until return to Malaysia are excluded.

14. Ownership of Policy

Unless otherwise expressly provided for by Endorsement in the Policy, QBE shall be entitled to treat the Policyholder as the absolute owner of the Policy. QBE 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 authorised representative) alone shall be an effective discharge of all obligations and liabilities of QBE. The Policyholder shall be deemed to be responsible Principal or Agent of the Insured Persons covered under this Policy.

15. Period of Cover and Renewal

This Policy shall become effective as of the date stated in the Schedule. The Policy Anniversary shall be one year after the 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 QBE.

This Policy is renewable at the option of QBE. Application for change of benefits to a higher plan can only be made on renewal and is subject to acceptance by QBE upon renewal.

16. Persons Eligible

Employees

Eligible Persons for insurance under the Policy are those present and future full-time employees of the Policyholder who are actively engaged at their work on the date the persons are eligible to join the Policy.

Present employees will be eligible to participate in the insurance on the commencement date of the Policy. Future employees will be eligible to participate in the insurance according to the date mentioned in the application form.

If an employee is not actively engaged at his/her work on the date he/she would otherwise be eligible in accordance with the abovementioned requirements, his/her eligibility date shall be deferred to the first(1st) day of the month immediately following his/her return to active full-time work.

Dependents

Dependents of the employees are also eligible for insurance in accordance with the requirements stated in the application form for the same quantum of benefit as the employees on the same dates the employees themselves become eligible. If a dependent is disabled by illness or injury on the date he/she would otherwise be eligible, his/her eligibility date shall be deferred to the date following his/her complete recovery from the disability.

17. 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 written notice to the policyholder and the Company will run off policies to expiry of the period of cover within the portfolio.

18. Premium Warranty

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

19. Residence Overseas

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

20. Subrogation

If QBE shall become liable for any payment under this Policy, QBE 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 QBE all such assistance in his/her power as QBE shall require to secure the rights and remedies and at QBE's request shall execute or cause to be executed all documents necessary to enable QBE to effectively to bring suit in the name of the Insured Person.

21. Take-Over Policies (This condition shall only apply if stated in the Schedule)

If this policy shall have commenced immediately upon termination of a preceding policy and if an Insured shall have been afflicted with a medical disability prior or at the time this policy started (and benefits under the preceding policy would have been available to him), such Insured shall continue to be covered for the existing disability, but not to exceed the limits of the previous policy on condition QBE has secured a copy of the preceding policy.

22. Upgraded Policies (This condition shall only apply if stated in the Schedule)

If the Eligible Benefits to any Insured 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 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.

23. Upgraded Room And Board Co-Payment

If the Insured Person is hospitalised at a published Room and Board rate which is higher than his/her eligible benefit, the Insured Person shall bear 20% of the other eligible benefits described in the Schedule of Benefits.

24. Waiting Period

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

25. Sanction Limitation and Exclusion Clause

The Company shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom and United States of America.

E. DESCRIPTION OF BENEFITS

1. Hospital Room and Board

Reimburse the daily charges made by the hospital for room and board, general nursing services and meals for each day of confinement as a registered bed-paying patient in a Hospital not exceeding the limits or the maximum number of days as set forth in the Schedule of Benefits.

2. Intensive Care Unit

Reimburses daily charges, for confinement in an ICU where prescribed by the attending Physician or Surgeon.

3. (i) Surgeon

Reimbursement charges for the fees charged by the Surgeon for the operation. This includes pre-surgical assessment. Surgeon's visits and all normal post-surgical care including physiotherapy up to thirty-one (31) days inclusive both before and after the operation not exceeding the limits as set forth in the Schedule of Benefits
Surgeon's fees shall also include those fees charged by a second Physician or Surgeon who may be consulted prior and during Hospitalisaton of the Insured for a surgical operation.

(ii) Special Surgical Bonus

Pays as Bonus, additional benefits for all major operations at a percentage of the basic surgeon's fees as specified in the Surgical Schedule but not to exceed the Benefit Limit of the special Surgical Bonus in the Schedule of Benefits.

4. Anaesthetist Fee

Reimbursement fees charged by the Anaesthetist for the supply and administration of anaesthesia not exceeding the limit as set forth in the Schedule of Benefits.

5. Operating Theatre

Reimbursement Operation Room charges incidental to the surgical procedure.

6. Hospital Services & Supplies

Reimburses charges incurred during a Hospital confinement which shall include Prescribed Medicines, dressings, rental of appliances, Implants, treatment fees, therapy fees, laboratory fees, X-rays and blood transfusions.

7. In-Hospital Physician Visit

Reimburses fees charged by a Physician for visiting a bed-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 as set forth in the Schedule of Benefits.

8. Pre-Hospital Diagnostic Tests

Reimbursement charges for X-ray and laboratory which are performed for diagnostic purposes on account of an injury or illness when in connection with a Disability within thirty-one (31) days preceding confinement in a Hospital and which are recommended by a qualified medical practitioner, No payment shall be made if upon such diagnostic services. the insured 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.

9. Pre-Hospital Specialist Consultation

Reimburses for the first consultation fees charged by a Specialist in connection with a Disability within thirty-one (31) days preceding confinement in a Hospital and provided that such consultation 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 Insured does not result in hospital confinement for the treatment of the medical condition diagnosed.

10. Emergency Accidental Outpatient Treatment
Reimburses expenses incurred as a result of a bodily injury arising from an accident for treatment as an outpatient at any registered clinic or hospital within twenty-four (24) hours of the accident causing the injury. Follow-up treatment will be provided up to fourteen (14) days by the same physician at the same registered Clinic or Hospital.

11. Emergency Accidental Dental Treatment Reimburses up to the Benefit Limit in the Policy Schedule the actual charges incurred for emergency accidental dental treatment as a result of any injury provided treatment is sought within twenty-four (24) hours of the accident and up to a maximum of fourteen (14) days from the date of accident.

12. Post-Hospitalisation Treatment
Reimburses charges for treatment incurred, including physiotherapy within thirty-one (31) days following discharge from a Hospital for a non-surgical confinement, administered by the same Physician who treated the Insured during the said confinement.

13. Ambulance Fee
Reimburses expenses incurred for ambulance services for transporting an Insured to and/or from the Hospital when necessary. Payment will not be made if the Insured Person is not hospitalised.

14. Daily Cash Allowance at Government Hospital
Pays a daily allowance for each complete day of confinement for a covered Disability in a Malaysian Government Hospital provided that the Insured shall confine to a Room and Board rate that does not exceed the amount 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.

15. Out-Patient Cancer Treatment
If an Insured Person is diagnosed with Cancer as defined below, QBE will reimburse the actual charges incurred for the 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 and the overall annual limit.
Such treatment (radiotherapy or chemotherapy) received at the out-patient department of a Hospital or a registered cancer treatment centre immediately following discharge from Hospital confinement or surgery.

"Cancer" means the presence of one or more malignant tumors including malignant lymphoma, Hodgkin's Disease, Leukaemia and malignant bone marrow disorders and is characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal disease but does not include the following :
a) tumors which are histologically described as pre-malignant or showing the malignant changes of 'carcinoma in situ' and not requiring radical surgery or
b) skin cancers and melanomas except where a malignant melanoma is greater than Clark level 3 depth of invasion or more than 1.5mm in thickness.

It is a specific condition of this Benefit that notwithstanding the exclusion of pre-existing conditions, this Benefit will not be payable for any Insured Person who had been diagnosed as a cancer patient and/or is receiving cancer treatment prior to the effective date of Insurance.

16. Out-Patient Kidney Dialysis Treatment
If an Insured Person is diagnosed with Kidney Failure as defined below, QBE will reimburse the actual charges incurred for the treatment of kidney dialysis performed at a legally registered dialysis centre subject to the limit of this disability as specified in the Schedule of Benefit and the overall annual limit.
Such treatment (dialysis) 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.
It is a specific condition of hits Benefit that notwithstanding the exclusion of pre-existing conditions, this Benefits will not be payable for any Insured Person who has developed chronic renal diseases and/or is receiving dialysis treatment prior to the effective date of Insurance.

17. Organ Transplant
Reimburses charges incurred on transplantation surgery for the Insured Person being the recipient of the transplant of a kidney , heart. lung , liver or bone marrow. Payment for this Benefit is applicable only once per lifetime whilst the policy is in force and shall be subject to the limit as set forth in the Schedule of Benefit. The costs of acquisition of the organs and all costs incurred by the donors are not covered.

18. Home Nursing
Reimburses up to the Benefit Limit in the Policy Schedule the actual costs for the full time or part time services of a state registered or government licensed nurse in your home immediately after your discharge from hospital confinement up to Seventy-five (75) days provided :

(a) the Insured Person has undergone surgery during your hospital confinement
(b) the services ordered by the treating physician as medically necessary for the continued treatment of the specific condition for which the Insured Person had surgery.
(c) A nurse is needed for medical reasons as distinct from domestic reasons.

19. Lodger Fee
Reimburses up to the Benefit Limit in the Policy Schedule for fees charged by the hospital whilst it is necessary for a parent to accompany the Insured Child aged below 15 years, provided that such medical condition is covered by the Policy.

20. Medical Report Fee
Reimburses up to the Benefit Limit in the Policy Schedule for fees incurred provided that such medical condition is covered by this policy.

F. DEFINITIONS

RELATING TO CONTRACTUAL DETAILS

1. **PERIOD OF INSURANCE** shall mean the period of insurance specified in the Schedule or any subsequent period of insurance, for which the Policyholder shall have paid and QBE shall have accepted a Renewal Premium.

2. **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 Insured Persons in this Policy.

3. **POLICY YEAR** shall mean the one 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.

4. **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.

RELATING TO INSURANCE COVER

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

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

3. **CONGENITAL CONDITION** 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 Insured was continuously covered under this Policy

4. **DEPENDANT** shall mean any of the following persons:

   (a) a legally married spouse
   (b) unmarried children over 30 days old but under nineteen (19) years of age or twenty-three (23) years of age is still on full-time higher education, and who are not gainfully employed

5. **DISABILITY** shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.
6. **ELIGIBLE EXPENSES** shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the schedule.

7. **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.

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

9. **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.

10. **LIMIT PER DISABILITY or 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 Insured Person completely recovers and remain 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.

11. **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 and good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and

c) not for the convenience of the Insured 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.

12. **OUT-PATIENT shall** mean the Insured Person is receiving medical care or treatment without being hospitalised and includes treatment in a Daycare centre.

13. **OVERALL ANNUAL LIMIT**
Benefits payable in respect of expenses incurred for treatment provided to the Insured Person during the period of insurance shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of a type/types of disability. In the event the Overall Annual Limit having been paid, all insurance for the Insured Person hereunder shall immediately cease to be payable for the remaining policy year.

14. **PRE-EXISTING ILLNESS** shall mean disabilities that the Insured Person has reasonable knowledge of. An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is for which:-

a) the Insured Person 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

15. **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 Insured person's medical condition.

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

17. **SPECIFIED ILLNESSES** shall mean the following disabilities and its related complications, occurring within the first 120 days of Insurance of the Insured Person:

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) Vetebro-spinal disorders (including disc) and knee conditions

18. **WAITING PERIOD** shall mean the first 30 days between the beginning of an Insured Person's 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.

RELATING TO MEDICAL SUPPLIERS

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

2. **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 Insured himself.

3. **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.

4. **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.

5. **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 Insured himself.

6. **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.

7. **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 Insured himself.

8. **SURGERY** shall mean any of the following medical procedures :
   a) To incise, excise or electrocauterise 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

IMPORTANT NOTICE:

1. The following are channels available for complaints on insurance related matters. You can contact our Complaint Unit for assistance at 03-7861 8400 or the following authorised bodies:

   (a) **OMBUDSMAN FOR FINANCIAL SERVICES**
   CO. NO. 200401025885
   (664393-P)
   LEVEL 14, MAIN BLOCK MENARA TAKAFUL MALAYSIA
   NO. 4, JALAN SULTAN SULAIMAN 50000 KUALA LUMPUR
   TEL: 03-2272 2811
   FAX: 03-2272 1577
   EMAIL: ENQUIRY@OFS.ORG.MY

   (b) **LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK) BANK NEGARA MALAYSIA**
   PO BOX 10922
   50929 KUALA LUMPUR
   TEL : 1-300-88-5465 (LINK)
   FAX : 03-2174 1515

Contact Details

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No. 9, Jalan PJS 8/9, 46150 Petaling Jaya,
Postal Address P.O. Box 10637, 50720 Kuala Lumpur, Malaysia.
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