

BASIC DEFINITIONS

In this Policy:

"Accident" means 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" means that if two (2) or more Confinements are due to the same or related Disability, or to any complications arising from it, such Confinements shall be regarded as one (1) Confinement if each of them is not separated by more than ninety (90) days from the paid or payable Confinement which immediately occurred before this. This rule shall be observed in determining the limit of the benefits.

"Clinic" means any lawfully operated establishment which is operated for the treatment of injured or ill patients and provides facilities for diagnosis, minor surgery and dispensing facilities. Such an establishment must be operated by a Physician who is fully registered with the legally recognised medical council of the country.

"Close Associate" means any individual closely connected to the Entity, either socially or professionally.

"Confinement" means admission in a Hospital as an In-Patient for a minimum period of six (6) hours upon the recommendation of a Physician of an Insured and continuously stays in the Hospital prior to his discharge.

"Covered Injury" means Injury occurring after the Issue Date or Commencement Date, whichever is later, of this Policy.

"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 Insured himself.

"Disability" means a Sickness, Disease, Illness or the entire Covered 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 Insured himself.

"Eligible Expenses" shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the Schedule of Benefits.

"Emergency Treatment" means treatment in the event whereby immediate medical attention for preservation of life or limb is required for Disability which are sudden and severe, failing which will be life threatening or lead to serious deterioration of health.

We have the right to determine if the condition is classified as emergency based on the opinion of Our medical team.

"Entity" means any individual, body, organisation, institution, establishment, operation that is:

- (a) sanctioned, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations ("Sanctioned Entity"); or
- (b) employed, employs, trades, or conducts business with a Sanctioned Entity in any manner whatsoever.

"Expiry Date" for Policy means the date as shown in the Policy Information Page, upon which the Policy shall expire and for the respective benefit under the Policy means the date, as shown in the Schedule of Benefits and Premiums of the Policy Information Page, when the benefit shall terminate.

"Government Healthcare Facility" refers to any facility used or intended to be used for the provision of healthcare services established, maintained, operated or provided by the Malaysian Government but excludes privatised or corporatised Malaysian Government healthcare facilities.

"Hospital" means 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:

- (i) has facilities for diagnosis and major surgery,

- (ii) provides twenty-four (24) hour a day nursing services by registered and graduate nurses,
- (iii) is under the supervision of a Physician, and
- (iv) 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.

"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" means an abnormal bodily condition which occurs while this Policy is in force, and is effected directly and independently of all other causes by violent, external, visible and accidental means only and independent of any other cause and is not due to any illness or disease.

"In-Patient" means an Insured who undergoes Confinement for a Disability as defined in this Policy, as a registered resident bed-patient using and being charged for the room and board facilities of the Hospital.

"Insured" refers to the person whose name and personal particulars are identified on the Policy Information Page.

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

"Issue Date" or **"Commencement Date"** is the date when coverage under this Policy takes effect. The Issue Date is shown on the Policy Information Page and the Commencement Date is the date of issue of any endorsement indicated in the relevant endorsement whenever the original terms and coverage of this Policy are changed subsequently. Commencement Date is also the approval date of reinstatement of the Policy in case of any reinstatement.

"Major Organ/Bone Marrow Transplant" is defined as the receipt of a transplant of:

- (i) human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- (ii) one of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded.

"Medically Necessary" means a medical service which is:

- (i) consistent with the diagnosis and customary medical treatment for a covered Disability; and
- (ii) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and proven medical benefits; and
- (iii) not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an In-Patient); and
- (iv) not of an experimental, investigational or research nature, preventive or screening nature; and
- (v) for which the charges are fair and considered Reasonable and Customary Charges for the Disability.

"Non-participating" means Your Policy does not participate in the profits of Our life insurance business.

"Owner" means the person effecting this Policy.

"Policy" refers to AIA Med Basic.

"Policy Anniversary" refers to the same date each year as the Policy Date.

"Policy Date" as shown on the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and premium due dates are determined.

"Policy Year" refers to the twelve (12) months duration between two (2) Policy Anniversaries.

"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 within Malaysia according to 13th Schedule of the Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) (Amendment) Order 2013 and its subsequent amendments if any. Such charges when incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same gender and of comparable age of similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Insured's medical condition.

"Relative" means spouse, partner, sibling, child, parent or parent of the spouse or partner of the Entity. Sibling, child, parent or parent of the spouse or partner includes both biological and non-biological relationship.

"Registered Nurse" means a nurse qualified and licensed to practice nursing within the scope of her licensing and training in the geographical area of practice, but excluding a Registered Nurse who is the Insured herself.

"Sickness, Disease or Illness" means Sickness, Disease or Illness occurring more than thirty (30) days after the Issue Date or Commencement Date, whichever is later, of this Policy. For this purpose, a Sickness, Disease or Illness has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which will cause an ordinary prudent person to seek diagnosis, care or treatment. In the event of any conflict or discrepancy of opinions relating to the signs or symptoms of a Sickness, Disease or Illness and their manifestation between a Physician and the Insured/You, We will adopt and follow the Physician's professional opinion.

"Specialist" shall mean a medical practitioner registered and licensed to practice western medicine 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, but excluding a Physician or Surgeon who is the Insured himself.

"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; or
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

"We", "Us", "Our" or "Company" refers to AIA Bhd.

"You" or "Your" means the Owner of this Policy as shown in the Policy Information Page.

Whenever the context requires, masculine shall apply to feminine and singular term shall include the plural.

AIA MED BASIC PROVISION

Your Policy is called AIA Med Basic. It is a standalone Hospital and Surgical Benefit Policy which expires on the Expiry Date as stated on the Policy Information Page. Premium shall be payable until the premium ceased date stated on the Policy Information Page or upon the termination of this Policy, whichever occurs earlier.

While this Policy is in force and before the Expiry Date, Your Policy provides the following benefits subject to the terms and conditions stated below.

BENEFITS

We will pay the following benefits if the Insured undergoes Confinement or Surgery due to a Disability subject to the applicable benefit plan and the terms and conditions stated below:

SCHEDULE OF BENEFITS

No	Benefit Limits	Plan
1	Hospital Room and Board (120 days maximum per Policy Year and daily maximum not to exceed amount as shown)	RM100
2	Intensive Care Unit Benefit (120 days maximum per Policy Year)	As charged, subject to Annual Limit and Lifetime Limit
3	In-Hospital Related Fees Benefit <ul style="list-style-type: none"> Hospital Supplies and Services Surgical Fees Benefit Operating Theatre Fees Benefit Anesthetist's Fees Benefit In-Hospital Physician's Visit Benefit (maximum 2 visits per day per Physician) 	
Deductible Amount / Co-Insurance		RM 300 per Any One Disability / 5% Co-Insurance up to RM1,000 per Policy Year
Annual Limit		RM20,000
Lifetime Limit		RM80,000
Note: All figures shown in the Schedule of Benefits above are in Ringgit Malaysia (RM) unless stated otherwise.		

1. HOSPITAL ROOM AND BOARD BENEFIT

We shall reimburse You the Reasonable and Customary Charges for room accommodation and meals incurred for a Medically Necessary Confinement as an In-Patient in a Hospital. The amount of benefit payable shall be equal to the actual charges made by the Hospital during the Insured's Confinement and shall not be more than the rate of the Room and Board Benefit for any one day, the maximum number of days, the Annual Limit and Lifetime Limit as stated in the Schedule of Benefits. The Insured will only be entitled to this benefit while confined to a Hospital as an In-Patient.

2. INTENSIVE CARE UNIT (ICU) BENEFIT

We shall reimburse You 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 of the Hospital. This amount of benefit payable shall be equal to the actual charges made by the Hospital, subject to the maximum number of days, the Annual Limit and Lifetime Limit as stated in the Schedule of Benefits. Where the period of Confinement in an Intensive Care Unit exceeds the maximum number of days stated in the Schedule of Benefits, reimbursement will be restricted to the standard Hospital Room and Board Benefit per day.

No Hospital Room and Board Benefits will be payable for the same Confinement period where daily Intensive Care Unit Benefit is payable.

3. **IN-HOSPITAL RELATED FEES BENEFIT**

We shall reimburse You the Reasonable and Customary Charges incurred for Medically Necessary In-Hospital Related Fees Benefit stated below. All In-Hospital Related Fees Benefits payable shall be limited to the Annual Limit and Lifetime Limit as stated in the Schedule of Benefits.

i. HOSPITAL SUPPLIES AND SERVICES

We shall reimburse You the Reasonable and Customary Charges incurred for the following Medically Necessary Hospital Supplies and Services:

- (a) General nursing;
- (b) Prescribed and consumed drugs and medicines;
- (c) Dressings, splints, plaster casts, x-ray;
- (d) Laboratory examinations, electrocardiograms ("ECG");
- (e) Physiotherapy, acupuncture;
- (f) Basal metabolism tests;
- (g) Intravenous injections and solutions;
- (h) Administration of blood and blood plasma and including the cost of blood and plasma;
- (i) Ambulance Fee incurred for necessary domestic land ambulance services (inclusive of attendant) to and/or from the Hospital of Confinement. Payment will not be made if the Insured is not hospitalised and is subject to the limit not exceeding the Hospital Room and Board Benefit per day for any Disability.

We may, from time to time, add additional Hospital Supplies and Services.

ii. SURGICAL FEES BENEFIT

We shall reimburse You the Reasonable and Customary Charges for the Medically Necessary Surgery performed by the Specialist or Surgeon when the Insured is hospitalised as an In-Patient.

If any surgical procedure is performed and surgical fees are payable, We shall also pay the benefits as stated in clauses iii and iv below.

iii. OPERATING THEATRE FEES BENEFIT

We shall reimburse You the Reasonable and Customary Charges made by the Hospital for the use of the operating theatre and equipment incidental related to the surgical procedure.

iv. ANAESTHETIST FEES BENEFIT

We shall reimburse You the Reasonable and Customary Charges by the anaesthetist for the Medically Necessary administration of anaesthesia.

v. IN-HOSPITAL PHYSICIAN VISIT BENEFIT

We shall reimburse You the Reasonable and Customary Charges by each Physician for Medically Necessary visiting an In-Patient, subject to a maximum of two (2) visits per day per Physician as stated in the Schedule of Benefits.

ANNUAL LIMIT

Benefits payable in respect of expenses incurred for Hospitalisation, treatment, Surgery and medical services provided to the Insured during the period of insurance shall be limited to the Annual Limit as stated in the Schedule of Benefits (benefits item no. 1 to no. 3) for any one (1) Policy Year irrespective of the type/types of Disability. In the event the Annual Limit is fully utilised, all insurance for the Insured under this Policy shall immediately cease to be payable for the remaining Policy Year.

LIFETIME LIMIT

The maximum amount of benefits payable under this Policy shall not exceed the Lifetime Limit stated in the Schedule of Benefits. In the event the Lifetime Limit is fully utilised, all insurance for the Insured under this Policy shall immediately cease.

DEDUCTIBLE AMOUNT

This is a fixed amount that You must first pay regardless of the total Eligible Expenses incurred under the Schedule of Benefits (benefits item no. 1 to no. 3) for Any One Disability. We will reimburse the Eligible Expenses in excess of the Deductible Amount as stated in the Schedule of Benefits for Any One Disability.

CO-INSURANCE

This is a cost sharing arrangement under which You are obligated to bear a specified percentage of the Eligible Expenses incurred (item no. 1 to no. 3) subject to a maximum amount per Policy Year as specified in the Schedule of Benefits. We will reimburse the balance of the Eligible Expenses under this Policy.

5% Co-Insurance up to RM1,000 per Policy Year shall not be applicable in certain circumstances including:

- (a) Emergency Treatment, including in accident cases; or
- (b) Treatment sought at a Government Healthcare Facility.

OTHER CONSIDERATION UPON PAYMENT OF CLAIMS

We shall only pay the remaining Eligible Expenses incurred for any Confinement and/or Surgery if the Insured:

- (i) receives any reimbursement from any other insurance policy provided by other insurer;
- (ii) receives compensation due under any law provided by any government;
- (iii) receives any reimbursement or benefits from any medical program provided by the company as employment benefits; and/or
- (iv) receives any reimbursement from other insurance policy covering any Disability insured by Us.

OVERSEAS TREATMENT

If the Insured 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. All documents in a language other than English and Bahasa Malaysia must be submitted together with certified translations. The Consular or the translation agency shall certify the translation (English) to be a true and correct version of the originals.

We reserve the right to determine whether the fee limit for any particular Hospital/medical charge is a Reasonable and Customary Charge with reference to Malaysian economic and market data. We reserve the right to determine the amount payable by making reference to the Company medical data.

RESIDENCE OVERSEAS

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

EXCLUSIONS

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

1. Pre-Existing Illness:

Pre-Existing Illness shall mean Disabilities prior to the Issue Date or Commencement Date of the Policy, whichever is later, and that the Insured/You has/have reasonable knowledge of. An Insured/You may be considered to have reasonable knowledge of a Pre-Existing Illness where the condition is one for which:

- (a) the Insured 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.

2. Specified Illness:

Treatment or Surgery for Specified Illness until the Insured has been continuously covered under this Policy for a period of one hundred and twenty (120) days immediately preceding such treatment or Surgery.

Specified Illness shall mean the following Disabilities and its related complications:

- (a) Hypertension, diabetes mellitus and Cardiovascular disease;
 - (b) All tumours, cysts, nodules and polyps in any part of the body systems;
 - (c) Stones of the urinary system and biliary system;
 - (d) All ear, nose (including sinuses) and throat conditions;
 - (e) Hernias, haemorrhoids, fistulae, hydrocele, varicocele;
 - (f) Any disease of the reproductive system including endometriosis; or
 - (g) Any disorder of the spine (including slipped disc) or any knee conditions.
3. Any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include:
 - (a) hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Insured is continuously covered under this Policy; and
 - (b) any congenital or hereditary conditions which has manifested or was diagnosed before the Insured attains seventeen (17) years of age;
 4. Any Disability caused by self-destruction, intentional self-inflicted injuries, willful exposure to danger or any attempt of self-destruction while sane or insane;
 5. Any Disability caused by war, declared or undeclared, strikes, riots, civil war, revolution or any warlike operations;
 6. Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
 7. Any violation or attempted violation of the law or resistance to arrest;
 8. Pregnancy, miscarriage or childbirth;
 9. Mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising from it or any drug accident not prescribed by a treating Doctor;
 10. Elective/Plastic/Cosmetic surgery, circumcision (except circumcision due to infection), eye examination/elective surgery for visual impairments due to nearsightedness, farsightedness or astigmatism or radial keratotomy; all corrective glasses, contact lenses and intraocular lens (except monofocal intraocular lenses in cataract surgery) or the use or acquisition of external prosthetic appliances or devices and prescriptions;
 11. Any form of dental care or Surgery including the replacement of natural teeth, placement of denture and prosthetic services such as bridges and crowns or their replacement unless necessitated by Injury;
 12. 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, vitamins/food supplements and treatments specifically for weight reduction or gain;
 13. Any treatment or investigation which is not Medically Necessary, or convalescence, custodial or rest care;
 14. Any medical or physical conditions arising within the first thirty (30) days of the Issue Date or Commencement Date of this Policy whichever is later except for Covered Injury;
 15. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapon material; or
 16. Expenses incurred for donation of any body parts or organ by the Insured and acquisition of the organ including all costs incurred by the donor during organ transplant and its complications. We will only reimburse the Reasonable and Customary Charges incurred on Major Organ/Bone Marrow Transplant Surgery for the Insured being the recipient, limited to once per lifetime.

GENERAL PROVISIONS

THE POLICY CONTRACT

This Policy is issued in consideration of the payment of premiums as specified in the Policy Information Page and pursuant to:

- (i) the answers given by You and/or the Insured in Your application/proposal form or any subsequent questionnaires given by Us on any matters relating to Your proposal and any disclosures made by You between the time of submission of the application/proposal and the time this contract is entered into; and
- (ii) medical reports and any other reports and questionnaires;

(collectively referred to as 'the material information')

and such material information shall form part of this contract of insurance between Us and You. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

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

MISSTATEMENT OF AGE AND/OR GENDER

If the age and/or gender of the Insured has been misstated and the premium paid as a result of this misstatement is insufficient, any claim payable subject to the maximum limits provided 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 Policy Year. Any excess premium, which may have been paid as a result of such misstatement of age and/or gender, shall be refunded without interest.

CERTIFICATION, INFORMATION AND EVIDENCE

All certificates, information, medical report and evidence as required by Us shall be submitted at the expense of the Insured/You, and in such a form that We may require. All notices which We shall require You to give must be in writing and addressed to Us. An Insured/You shall, at Our request and expense, submit to a medical examination whenever such is deemed necessary.

GOVERNING LAW

This Policy shall be governed by the laws of Malaysia and the Courts of Malaysia shall have the exclusive jurisdiction in respect of any claims arising out of or in relation to this Policy.

OWNERSHIP OF POLICY

Unless otherwise expressly provided for by endorsement in this Policy, We shall be entitled to treat You as the absolute owner of this Policy. We shall not be bound to recognise any equitable or other claim to or interest in this Policy and the receipt of this Policy or a Benefit by You (or by Your legal or authorised representative) alone shall be an effective discharge of all Our obligations and liabilities. You shall be deemed to be the responsible Principal or Agent of the Insured covered under this Policy.

UPGRADED BENEFITS

If the eligible benefits to any Insured under the terms of this Policy is increased while this Policy is in force or at the time of renewal or replacement and if such Insured shall have been afflicted with a Disability before 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 before the date the benefits were upgraded.

CONVERSION POLICIES

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 suffered from a Disability before or at the time the benefits were converted, the benefits payable in respect of the Disability shall be according to the Schedule of Benefits before the date the eligible benefits were converted.

Inner Limits shall mean benefits that are of restrictive covered amount under this Policy.

As Charged/Full Reimbursement shall mean benefits where the claimable amount can be up to the actual amount but not exceeding the limits provided under this Policy.

CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfillment of the terms, provisions and conditions of this Policy by the Insured/You in so far as they relate to anything to be done or complied with by the Insured/You shall be conditions precedent to any of Our liability.

NOTICE

Every notice or communication to Us shall be in writing and sent to Us. No alterations in the terms of this Policy or any endorsement, will be held valid unless the same is signed or initialed by Our Registrar.

MISREPRESENTATION/ FRAUD

We may void this Policy and refuse all claims made in any of the following cases:

- (a) If any claim made shall be fraudulent or exaggerated; or
- (b) If any false declaration or statement shall be made in support of any claim, however, if the misrepresentation was careless or innocent, We may:
 - (i) void this Policy and refuse all claims, in which case We shall return the premiums paid without interest. This payment shall be a complete and valid discharge of any liability under this Policy; or
 - (ii) take any necessary remedies in accordance with the Financial Services Act 2013.

LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Policy before the expiration of sixty (60) days after written proof of loss has been submitted according to the requirements of this Policy. If the Insured/You shall fail to supply the required proof of loss as specified by the terms, provisions and conditions of this Policy, the Insured/You may, within a period of one (1) calendar year from the time that the written proof of loss to be submitted, submit the relevant proof of loss to Us with sound reason(s) for the failure to comply with this Policy terms, provisions and conditions. The acceptance of such proof of loss is subject to Our final review and decision.

CLAIMS PROCEDURES

- (a) The Insured/You shall within thirty (30) days from the date of discharge 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 provide such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to provide such notice and that such notice was given as soon as was reasonably possible.
- (b) The Insured/You shall immediately obtain and act on proper medical advice and We shall not be held liable if a treatment or service becomes necessary due to failure of the Insured/You to do so.

INCOMPLETE CLAIM

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. Any variation or waiver of this requirement shall be subject to Our final decision.

OTHER CLAIMS CONSIDERATIONS

Claims Flow Over Policy Year

If a period of confinement or any other related hospitalisation expenses flow into the next Policy Year, the benefits to be reimbursed will be apportioned on the basis of the actual itemised expenses incurred on a daily basis in the relevant Policy Year.

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

In no situations will the benefit limit exceed those as stipulated in the Schedule of Benefits of this Policy and evidence of hospitalisation is required.

PROOF OF TREATMENT AND HOSPITALISATION

Affirmative proof of Hospitalisation and/or Surgery in such form as We may prescribe must be furnished to Us at the expense of the Insured/Owner within thirty (30) days after the date of leaving the Hospital together with the Hospital's original statement of accounts and receipts.

PERIOD OF COVER AND RENEWAL

This Policy will be renewable on each Policy Anniversary, by payment of the premium in advance at the premium rate determined by Us at the time of renewal, subject to the terms and conditions of this Policy.

The renewal premium payable is not guaranteed and We reserve the right to revise the premium rate applicable by giving You thirty (30) days' notice in writing by ordinary post to Your last known address or electronic mail in in Our record. The revised premium will be applicable from the next renewal of this Policy.

Any revision in premiums shall be applicable to all Owners irrespective of their claim experience according to Our risk assessment.

This Policy is renewable at Your option until the occurrence of any of the following:

- (a) if this Policy becomes expired, terminated, lapsed or surrendered;
- (b) fraud or misrepresentation of material fact during application;
- (c) this Policy is cancelled at Your request;
- (d) upon death of the Insured;
- (e) total claims of the plan have reached the Lifetime Limit specified; or
- (f) the Company withdraws the plan completely in accordance with the Portfolio Withdrawal Condition.

PORTFOLIO WITHDRAWAL CONDITION

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this product by giving thirty (30) days prior written notice to You.

PAYMENT OF BENEFITS

All benefits are payable to You. If You die before the settlement of the claim, the benefits shall be paid to Your legal personal representatives. Such payment is deemed to be good discharge of the moneys payable under this Policy.

The benefits provided under this Policy are not assignable.

We may request for further evidence, medical report or conduct medical history check before the benefits are payable to You.

SUBROGATION

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all rights and remedies of the Insured/You against any party and shall be entitled at Our own expense to sue in the name of the Insured/You. The Insured/You shall give or cause to be given to Us all such assistance in his/Your 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 Insured/You.

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/You 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.

FREEDOM FROM RESTRICTIONS

Unless otherwise specified, this Policy is free from any restrictions upon the Insured as to travel, residence or occupation.

ALTERATION

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) days' prior notice in writing by ordinary post to Your last known address or electronic mail in Our record, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed on this Policy.

If the Insured intends to make any alteration or waive any provisions in this Policy, the said alteration or waiver has to be made by an endorsement. The endorsement has to be signed by Our Registrar.

FREE LOOK PERIOD

You have the right to cancel this Policy by giving Us a written notice. Such notice must be signed by You and received directly by Us within fifteen (15) days of Your e-Policy being made available on AIA's customer portal. We shall immediately refund any premium You have paid in respect of Your Policy, without interest, and Your Policy shall be cancelled.

TERMINATION

Your Policy shall automatically terminate upon the earliest occurrence of the following:

- (i) death of the Insured; or
- (ii) the Lifetime Limit is fully utilised; or
- (iii) if this Policy becomes expired, cancelled, surrendered, lapsed or terminated.

SANCTION LIMITATION AND EXCLUSION CLAUSE

- (i) We shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations.
- (ii) We shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit is for and/or to any Entity and/or Relative/Close Associate of any Entity.
- (iii) We may terminate this Policy with immediate effect and shall not thereafter be required to transact any business with You in connection with this Policy, including but not limited to, making or receiving any payments under this Policy.

REGULATORY IMPOSED TAX, CHARGES, FEES ETC

The premium to be paid by You to Us under this Policy is exclusive of any Tax. In the event We are required by any applicable law to remit any Tax on the premium paid by You, We shall calculate and collect from You any amount paid or payable under this Policy on account of such Tax. Such amount as calculated by Us, shall be paid by You as additional to and without any deduction or set-off from the premium payable under this Policy to Us. Tax is defined as any present or future, direct or indirect, tax including sales tax, service tax, any other tax of similar nature, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof imposed by the Government of Malaysia.

OTHER PROVISIONS

- (i) Any illegality, invalidity or unenforceability of any clause of these General Provisions under the Malaysian law shall not affect the legality, validity or enforceability of any other provisions in this Policy.
- (ii) Our books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Policy. Any certificate by any of Our officers as to the moneys or liabilities for the time being due and remaining or incurred to Us by the Insured shall be binding and conclusive evidence on the Insured in all courts of law and elsewhere.
- (iii) If We delay or fail to exercise any rights/remedies under this Policy, it will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent Us from any other or further exercise of any other right/remedy. The rights and remedies provided in this Policy are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).
- (iv) This Policy shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in Our constitution.
- (v) The terms and conditions stated in this Policy constitute the entire terms and conditions of this Policy. No prior inconsistent representation or statement made in relation to this Policy whether orally or in writing shall form part of this Policy.
- (vi) We reserve the right to alter the terms of this Policy in such a way as We deem appropriate in the event of any change in the law or in the basis of taxation levy applicable to Us or this Policy.

CANCELLATION

You may cancel this Policy at any time by giving a written notice to Us, and provided that no claims have been made during the current Policy Year, You shall be entitled to a refund of the premium as follows:

Period From Policy Anniversary, Not Exceeding	Premium Payment Mode			
	Annual	Semi-annual	Quarterly	Monthly
15 days*	90%	80%	70%	No Refund
1 month	80%	70%	50%	
2 months	70%	50%	20%	
3 months	60%	30%	No Refund	
4 months	50%	20%	50%	
5 months	40%	10%	20%	
6 months	30%	No Refund	No Refund	
7 months	25%	70%	50%	
8 months	20%	50%	20%	
9 months	15%	30%	No Refund	
10 months	10%	20%	50%	
11 months	5%	10%	20%	
Period exceeding 11 months	No Refund	No Refund	No Refund	

(Note: * not applicable to first Policy Year)

PREMIUM PROVISIONS

PAYMENT

All premiums for this Policy are payable on or before their due dates to Us. If you pay Your premiums by credit/debit card or autodebit of Your bank account, We will not issue an official receipt for the payment. The validated deposit slip or premium deduction shown in either the credit or debit card statement or bank statement shall be considered as proof of payment.

CHANGE

You may change the frequency of premium payments by submitting a written request to Us. Subject to Our minimum premium requirements, premiums may be paid on an annual, semi-annual, quarterly or monthly mode at the premium rates applicable on the Issue Date.

DEFAULT

After payment of the first (1st) premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

GRACE PERIOD

A Grace Period of thirty-one (31) days from the due date will be allowed for payment of each subsequent premium. This Policy will remain in force during the period. If any claim arises during the Grace Period, any unpaid balance of the premium due shall be deducted from the proceeds payable under this Policy. If any premium remains unpaid at the end of its Grace Period, this Policy shall lapse and have no further value.

REINSTATEMENT

If a premium is still in default after the stipulated Grace Period, this Policy may be reinstated by Us. However, it has to be within two (2) years from the lapse date and it is also subject to the following:

- (i) A written application is made by You to have this Policy reinstated;
- (ii) The Insured is within the allowable age limits as determined by Us at the time of reinstatement;
- (iii) The Insured has to produce evidence of insurability that is satisfactory to Us; and
- (iv) Payment of pro-rated premium until the next Policy Year.

Any Policy reinstatement shall only cover loss or the insured event which occurs after the Commencement Date.

POLICY INFORMATION STATEMENT

Your Policy is a valuable piece of property and serves as a useful aid to assist Your family against potential uncertainties of the future.

You may not have time to familiarise Yourself with all the Policy provisions, but it is important that You know the unique benefits of this AIA Policy. This Policy Information Statement is specially prepared in plain language to give You a better understanding of some of these benefits.

1. (a) Your premium payment is made annually, semi-annually, quarterly or monthly, whichever suits You best.
- (b) You may pay the premiums in any of the following ways subject to Our acceptance:
 - (i) A credit/debit card;
 - (ii) autodebit through banks as specified by Us; or
 - (iii) Direct to Us.

If You pay Your premium by credit/debit card or autodebit, We will not send You any prior notice that Your premium is due. No official receipt will be issued, however the validated deposit slip or premium deduction shown in either the credit/debit card statement or bank statement shall be considered as proof of payment.

2. If the Insured's age has not been admitted, You are required to submit a copy of identity card for proof of age upon request by Us.
3. It is important that You advise Us of any change in Your address.
4. You have the right to cancel this Policy by giving Us a written notice. Such notice must be signed by You and received directly by Us within fifteen (15) days of Your e-Policy being made available on AIA's customer portal. We shall immediately refund any premium You have paid in respect of Your Policy, without interest, and Your Policy shall be cancelled.
5. You may surrender Your Policy, however, it would not be to Your advantage if You were to surrender Your Policy.
6. In case of any dispute arising from this Policy, You may write to:

AIA Bhd.
Customer Care Unit
Menara AIA, 99, Jalan Ampang,
50450 Kuala Lumpur
P.O. Box 10140
50704 Kuala Lumpur
Care Line: 1300-88-1899
Tel: 03-2056 1111
Email: my.complaint@aia.com
Website: AIA.COM.MY

If there are disputes on Our final decision relating to this Policy involving the amounts below RM250,000 and subject to the Financial Markets Ombudsman Service (FMOS) jurisdiction which is available at www.fmos.org.my, You may refer the dispute to FMOS at the address stated below to resolve the dispute within six (6) months from the date of Our final decision:

Chief Executive Officer
Financial Markets Ombudsman Services [Reg. No: 200401025885]
(Formerly known as Ombudsman for Financial Services)
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Tel: 03-2272 2811
Website: www.fmos.org.my

If the dispute exceeds RM250,000 or if it does not come within FMOS's jurisdiction, You may refer to Bank Negara Malaysia for further enquiries at the following address:

BNMLINK
Jabatan Komunikasi Korporat
Bank Negara Malaysia
P.O Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 03-2174 1515
Web Form: bnmlink.bnm.gov.my

7. If You have any enquiries pertaining to Your Policy, You may contact any of the AIA Customer Centres listed in AIA.COM.MY.

Note:

The above explanation is intended as an aid to Your understanding of the Policy terms and is not to be taken or interpreted as an alteration or amendment of the Policy provisions.