



Group Hospital & Surgical Policy For Foreign Students

IMPORTANT NOTICE

This is your Group Hospital & Surgical Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or AXA AFFIN GENERAL INSURANCE BERHAD. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

Premium charged for this Policy exclude tax(es) that would be imposed in the future (including Goods and Services Tax ("GST")) and from time to time, we will be entitled to recover from you any GST or other taxes that we are required by law to collect. For avoidance of doubt, GST on a pro-rata basis will be chargeable for any period of insurance that falls on or after the implementation date of GST, as applicable.

To help preserve the environment, AXA will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: customer.service@axa.com.my
2. If you are still not satisfied with the way any issue has been handled you can:
 - (a) Refer matters concerning claims to:
Financial Mediation Bureau - Level 25, DataranKewanganDarul Takaful, No 4 Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel: (603) 2272 2811 Fax: (603) 2274 5752
 - (b) Submit your complaints/ feedback at LamanInformasi, NasihatdanKhidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-21741515; or e-mail to bnmteletelink@bnm.gov.my; or send an SMS to 15888

HOW YOUR INSURANCE OPERATES

Your Group Hospital & Surgical Policy is a contract between you and AXA AFFIN GENERAL INSURANCE BERHAD and it consists of:

- the Policy Contract,
- the Policy Schedule and Schedule of Benefits, which has details relating to you, the type of cover and Period of Insurance.

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given 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. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

The Policy Schedule, conditions, exclusions, endorsements and memoranda shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective on the date specified in the Schedule and continue for the Period of Insurance specified, ending at 23:59 hours Standard Malaysia Time on the last day of the Period of Insurance. At the end of each Period of Insurance, this Policy may be renewed for another year subject to our consent.

Having received and accepted your first premium, and any subsequent premiums required, we will provide the cover shown in the sections of the Policy you have chosen for confinement in a hospital as an inpatient or for daily surgery, up to the Limit stated in your Schedule of Benefits for any one Period of Insurance.

ELIGIBILITY AND SCOPE

1. Person Eligible

Persons eligible to be covered under this Policy must be:

- (a) A Foreign Student who has been approved for a Student Pass applied for through the Policyholder and is aged between twelve (12) to sixty-five (65) years.
- (b) A Dependent of the Foreign Student (subject to the Student being insured);
- (c) A Parent/Legal Guardian of a Student (subject to the Student being insured).

2. Addition of Insured Persons

For eligible persons who have applied to be included as an Insured Person under this Policy if:

- (a) the Policyholder requests such inclusion in writing within thirty (30) days from date of eligibility,
- (b) the Dependents are eligible to be insured in accordance with the terms and standards of acceptance of the Company, and
- (c) the required additional premium is paid.

3. Conditions For Obtaining Insurance

- a) The eligibility date of each Student shall commence from the date of entry into Malaysia,
- b) The persons eligible for insurance are the present and future Students who apply for their Pass through the Policyholder,
- c) A newborn child's eligibility for Insurance is subject to him being in a normal and healthy condition on the fifteenth day following the birth.

4. Geographical Territory

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

5. Overseas Treatment

If the Insured Person 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. Reasonable and Medically Necessary Charges shall be deemed to be those laid down in the Malaysian Medical Association's Schedule of Fees.

6. Overseas Residence

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.

GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule.

1. **"We/Us/Insurer/AXA/Company"** – Shall mean AXA AFFIN GENERAL INSURANCE BERHAD.
2. **"You/Your/Yourself/Insured"** – Refers to the Policyholder.
3. **"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.
4. **"Child"** – Shall mean any person who has attained the age of fifteen (15) days, is an unmarried person, financially dependent upon the Insured and is under the age of eighteen (18).
5. **"Clinic"** - Shall mean any establishment duly licensed and registered as a Clinic intended to be used for the medical care and Treatment of the sick and injured persons and which:
 - (a) is under the conduct of a registered medical practitioner at all times;
 - (b) has facilities for diagnosis and has on its immediate premises services for the dispensation of drugs and medications and;
 - (c) includes a Hospital but is not primarily a place for alcoholics or drug addicts, a nursing home, rest or convalescent home or home for the aged or a mental institution.
6. **"Consultation"** – Shall mean a deliberate act of conferment in person with a medical practitioner for advice and diagnosis or Treatment of a Disability.
7. **"Congenital Conditions"** – Shall mean 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. This will include ALL congenital conditions as classified and listed by World Health Organization on Congenital Malformations, Deformations and Chromosomal Abnormalities. 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.
8. **"Day"** – Shall mean the definition of a charging Day adopted by the Hospital concerned.
9. **"Day Surgery"** – Shall mean 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 overnight stay).
10. **"Deductible"** – Shall mean an amount that must be paid by Insured before an Insurer will pay any expenses.
11. **"Dental Treatment"** - Shall mean treatment required to establish or maintain oral health, tooth repair, scaling, fillings, tooth extraction, malocclusion, restoration of tooth function and alignment.
12. **"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.
13. **"Dependent"** – Shall mean any of the following persons:
 - a) a legally married spouse, up to aged sixty-five (65);
 - b) unmarried Children over fifteen (15) days old but under eighteen (18) years of age, who are not gainfully employed;
14. **"Parent/Legal Guardian"** – Shall mean a person who is a parent/legal guardian of the Student, up to aged sixty-five (65).
15. **"Disability"** – Shall mean a Sickness, Disease, Illness or the entire Injuries arising of a single or continuous series of causes.

ANY ONE DISABILITY shall mean all of the periods of disability arising from the same cause including any and all complications there from there 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 sixty (60) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

Benefits payable in respect of expenses incurred for Treatment provided to the Insured Person during the period of insuranceshall be limited to the maximum limit per one disability as stated in the Schedule of Benefits irrespective of the several types of Disability treated in a single admission.
16. **"Doctor or Physician or Surgeon or Anesthetist"** – 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.
17. **"Eligible Expenses"** – Shall mean Medically Necessary expenses incurred due to a covered Disability but not exceeding the limits in the schedule.
18. **"Emergency"** – Shall mean Treatment needed under the conditions:
 - (a) between the hours of 12 am and 6 am; or
 - (b) in the event whereby immediate medical attention is required within twelve (12) hours for an Injury, Illness or symptoms which are sudden and severe failing which will be life-threatening (such as Accident and heart attack), or lead to significant deterioration of health permanently.
19. **"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 twenty-four (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.
20. **"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.
21. **"Injury"** – Shall mean bodily injury caused solely by Accident.
22. **"Illness, Disease or Sickness"** – Shall mean a physical condition marked by a pathological deviation from the normal healthy state.
23. **"In-patient"** – Refers to the admission overnight of an insured person into a Hospital in order to receive treatment.

24. **“Insured Persons”** – Shall mean any Foreign Student or their dependent and parent/legal guardian (if applicable) who has paid the relevant insurance premium through the Policyholder and who enters or remains in Malaysia as a student pass holder or dependant of a student pass holder.
25. **“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.
26. **“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.
27. **“Medically Necessary”** – Shall mean a medical service which is:
- consistent with the diagnosis and customary medical treatment for a covered Disability, and
 - in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
 - not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient),
 - not of an experimental, investigational or research nature, preventive or screening nature, and
 - for which the charges are fair and reasonable and customary for the Disability.
28. **“Out-patient”** – Shall mean the Insured Person is receiving medical care or treatment without being hospitalized and includes treatment in a Daycare center.
29. **“Prescribed Medicines / Drugs”** – 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.
30. **“Policy Year”** – Shall mean the one (1) year period including the effective date of commencement of Insurance and immediately following that date, or the one (1) year period following the Renewal or Renewed Policy.
31. **“Policyholder or Policy Owner”** – Shall mean a corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Persons in this Policy.
32. **“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. In Malaysia, Reasonable and Customary Charges shall be deemed to be those laid down in the Malaysian Medical Association’s Schedule of Fees.
33. **“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.
34. **“Student”** - Shall mean any Foreign Student who has paid the relevant insurance premium through the Policyholder and who enters or remains in Malaysia as a student pass holder.
35. **“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.

36. **“Surgery / Surgical Procedure”** – Shall mean any of the following medical procedures:
- To incise, excise or electrocauterize any organ or body part, except for dental services;
 - To repair, revise, or reconstruct any organ or body part;
 - To reduce by manipulation a fracture or dislocation;
 - Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.
37. **“Treatment”** – Shall mean Surgery or medical procedures carried out by a Specialist (other than for diagnostic procedures).

DESCRIPTION OF BENEFITS

Important Notice: The Benefits described below may be subject to maximum limits or to a deductible. Please check the Schedule of Benefits for details.

1. Hospital Room & Board

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

2. Intensive Care Unit

Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement as an in-patient in the Intensive Care 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 exceeds the maximum 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 Daily Intensive Care Unit Benefits is payable.

3. Hospital Miscellaneous Services

Reimbursement of the Reasonable and Customary Charges actually incurred for Medically Necessary general nursing, ancillary services and consumable items, in-patient diagnostic procedures such as but not limited to X-ray, laboratory examinations and electrocardiograms, in-patient physiotherapy, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, basal metabolism tests, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma which relate directly to the Treatment whilst the Insured Person is confined as an In-Patient in a Hospital, up to the amount stated in the Schedule of Benefits.

Admission fee, registration fee, medical record, billing fee, name tag/ID band, dispensing fee and other items deemed fit and necessary for medical purposes are payable.

Payment will not be made for the acquisition, extraction procedure and cultivation of tissues and cells (inclusive of stem cells) required for treatment. Only the cost of drugs used for the treatment of the Disability are covered and must be listed in the Malaysian Index Medical Supplies (MIMS), excluding traditional/complementary medicines, supplementary medicines, vitamins or nutritional herbs. Drugs prescribed for use within fourteen (14) days after discharge from the Hospital shall be reimbursable.

4. Surgeon Fee

Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists, including pre-surgical assessment Specialist's visits to the Insured Person subject to one (1) visit per day and post-surgery care up to the maximum amount and the maximum number of days as set forth 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.

5. 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 Benefit.

6. Operating Theatre Charges

Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure.

7. Daily In-Hospital Physician's Visit

Reimbursement of the Reasonable and Customary Charges by a Physician for Medically Necessary visit(s) to a patient subject to a maximum of two (2) visits per day for a non-surgical confinement and one (1) visit per day for a surgical confinement, and not exceeding the maximum number of days and amount per day as set forth in the Schedule of Benefit.

8. 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 Benefit 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-Hospitalisation Specialist Consultation

Reimbursement of the Reasonable and Customary Charges for the first time consultation by a Specialist in connection with a Disability within the maximum number of days and amount as set forth in the Schedule of Benefit preceding confinement in a Hospital and provided that such consultation is 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 Insured does not result in hospital confinement for the treatment of the medical condition diagnosed.

10. 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 the total supply needed shall not exceed the maximum number of days as set forth in the Schedule of Benefits.

11. Emergency Accidental Out-Patient Treatment

Reimbursement of the Reasonable and Customary Charges incurred for up to the maximum stated in the Schedule of Benefits, as a result of a covered bodily injury arising from an Accident for Medical Necessary treatment as an outpatient at any registered clinic or hospital within twenty-four (24) hours of the Accident. 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.

12. Accidental Dental Treatment

If as a result of an Accident pain relieving dental treatment for sound natural teeth is required, the Company will reimburse charges up to a maximum limit as stated in the Schedule of Benefits. Follow up treatment by the same doctor or same registered clinic or Hospital for the same covered dental 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, the Company will reimburse charges for pain relieving dental treatment excluding restorative procedure such as crowning, bridging as well as root canal treatment.

13. Daycare Procedure

Reimbursement of fees actually charged by the hospital or specialist centre and for all professional fees charged for minor Daycare Surgical Procedures performed as an outpatient without confinement in hospital. Such fees or charges shall include all incidental services and supplies provided for the procedures up to the maximum limit as stated in the Schedule of Benefits. The Daycare Surgical Procedures should include minor operations such as but not limited to: Adenoidectomy, Arthroscopy, Bronchoscopy, Bunionectomy, Cataract removal, Cholecystectomy, Colonoscopy, Coronary Angiography, Digestive tract endoscopy, Dilatation and curettage of uterus, simple excision of pilonodal cyst, Haemorrhoidectomy, Hammer toe repair, Laparoscopy, Laryngoscopy and tracheoscopy, Lumbosacral manipulation, Myringotomy, Prostate biopsy, Reduction of nasal fracture, Strabismus repair and Tonsillectomy, that is commonly performed safely on an outpatient basis.

Any Daycare Surgical Procedures done for investigative and diagnostic purposes not related to treatment for any specified disabilities is not covered.

14. Ambulance Charges

Reimbursement of the Reasonable and Customary Charges incurred for necessary domestic ambulance services inclusive of attendant) to and/or from the Hospital of confinement subject to the limits set forth in the Schedule of Benefits. Payment will not be made if the Insured Person is not hospitalised for treatment that is not a covered Disability.

15. Government Service Tax

Reimbursement of the charges imposed by the Government for Service Tax levied on the eligible Room & Board charges. Such reimbursement shall be limited to an amount not exceeding 6% of the eligible Room & Board charges.

16. Government Hospital Daily Cash Allowance

Pays a daily allowance for each complete day of confinement for a covered Disability in a Malaysian Government Hospital, provided that the Insured Person shall confine to a Room and Board rate that does not exceed the amount shown in the Schedule of Benefit.

No payment will be made for any transfer to or from any Private Hospital and Malaysian Government Hospital for the covered disability.

17. Medical Report Fee Reimbursement

An amount equal to actual charges for any Medical Report required will be reimbursed by the Insurer up to the maximum limit per disability stated in the Schedule of Benefits. This is applicable for In-Hospital Care and Ambulatory care.

18. Reimbursement Of College Tuition Fees Due To Prolonged Period Of Disability (Per Semester)

In the event of a prolonged disability, which actually prevents the Insured person from attending to his academic session at his registered college and as a direct result of this non-attendance such that the Insured person has to repeat his coursework in a new academic session, this Benefit will reimburse the actual college tuition fees paid for the academic session which was missed.

In the context of this Benefit, a prolonged disability is defined as a covered medical condition which renders the Insured person being confined to the hospital continuously for a period of not less than 14 days and shall include any post hospital convalescence immediately following the discharge from the hospital.

19. Compassionate Visitation Benefit

Additional accommodation and travelling expenses for a parent/legal guardian located outside Malaysia required on medical advice from the treating physician to remain with the Insured Person(s) during hospitalization and if the Insured Person is hospitalised for more than five (5) consecutive days and the medical condition does not allow repatriation up to the maximum amount as set forth in the Schedule of Benefits.

20. Outpatient General Practitioner Clinical Treatment

Reimbursement of Reasonable and Customary Charges for Treatment or Consultation services rendered by a legally registered Doctor on AXA's list of Panel Clinics as a result of common Sicknesses and bodily Injuries, where Hospitalisation is not required, up to the maximum limits as stated in the Schedule of Outpatient Benefits. This benefit is applicable **within Malaysia** only.

- i) Routine Consultation
Reimbursement of Reasonable & Customary Charges incurred for the routine Consultation by a Physician.
- ii) Medication
Reimbursement of Reasonable & Customary Charges incurred for the medication relevant to the Treatment of the Disability, which requires a Physician's prescription.
- iii) Injection
Reimbursement of Reasonable & Customary Charges incurred for the injection which requires a Physician's or Physician assistant's administration at a Panel Clinic for Treatment of an Illness, Injury and mandatory vaccinations/immunization for children.
- iv) Diagnostic Lab / X-Ray Procedures
Reimbursement of Reasonable & Customary Charges for all laboratory examinations and diagnostic x-ray done for the determination and diagnosis of a Disability.
- v) Outpatient Surgical Procedures
Reimbursement of Reasonable & Customary Charges incurred or Outpatient surgical procedure done.

21. Out-Patient Cancer Treatment

If an Insured is diagnosed with Cancer as defined below, the Company 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 Benefit.

Such treatment (radiotherapy or chemotherapy including consultation, examination tests, and take home drugs) must be received at the out-patient department of a Hospital or a registered cancer treatment centre.

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.

22. Out-Patient Kidney Dialysis Treatment

If an Insured is diagnosed with Kidney Failure as defined below, the Company will reimburse the Reasonable and Customary Charges incurred for the Medically Necessary 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.

Such treatment (dialysis including consultation, examination tests, take home drugs) must be received at the out-patient department of a Hospital or a registered dialysis treatment centre.

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.

23. Emergency Medical Evacuation

Medical necessary expense for emergency transportation and medical care to move an Insured Person who has a critical medical condition to the nearest Hospital where appropriate care and facilities are available.

This benefit shall include Return of Minor Child, whereby if an Insured is hospitalised or repatriated under this Policy their dependent children under the age of 18, who would otherwise be left without any adult supervision as the result of their parent's eligible treatment, will be covered under this policy for the cost of a one way economy fare to their home country.

24. Emergency Medical Repatriation

Reimbursement of the costs of repatriating the Insured Person or the mortal remains back to their home country in the event of the Insured Person having suffered a total and permanent disability or death caused by a covered illness or accident. Death shall be established by an official death certificate.

25. Accidental Death

An amount payable should an Insured Person sustain a bodily injury caused by an accident resulting directly and independently of any other cause within one year in death. Death shall be established by an official Death Certificate.

26. Permanent Disablement

An amount payable should an Insured Person sustain a bodily injury caused by an accident resulting directly and independently of any other cause within one year in disablement (total or partial).

27. Funeral Expenses

In the event of the death of an insured person, upon presentation of sufficient proof of the death through all causes, a death benefit will be paid according to the amount stated in the Schedule of Benefits.

POLICY EXCLUSION

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. Plastic/Cosmetic Surgery or Treatment of their complications (inclusive of double eyelids, acne, keloid etc), circumcision unless Medically Necessary, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy), longsightedness, astigmatism and the use, rental or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, aero chambers, equipment for nebulising, implanted pacemakers, lens (except for basic lens) and prescriptions thereof.
- 2. 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.
- 3. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law.

4. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions under Inpatient benefits.
5. 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.
6. 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.
7. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
8. 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.
9. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
10. 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.
11. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aroma therapy or other alternative treatment.
12. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations) and any other conditions classified under the "Diagnostic & Statistical Manual of Mental Disorders (DSM-IV Codes) as published by American Psychiatric Association."
13. Costs/expenses of services of a non-medical nature, such as newspapers, television, telephones, telex services, radios or similar facilities, admission/inpatient kit/pack, discharge pack, laundry, electricity, extra meal and other ineligible non-medical items.
14. Sickness or injury arising from illegal activities, playing professional sports, racing of any kind (except foot racing) or hazardous sports such as but not limited to sky diving, base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, water skiing, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, hangliding, paragliding or microlighting, parachuting, potholing, skiing off piste or any other winter sports activity carried out off piste.
15. Private flying other than as fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
16. Expenses incurred for sex changes.
17. Any treatment directed towards developmental delays and/or learning disabilities in Insured children.
18. Cosmetic (aesthetic) surgery or treatment, or any treatment which relates to or is needed because of previous cosmetic treatment. However we will pay for reconstructive surgery if:
 - (a) it is carried out to restore function or appearance after an accident or following surgery for a medical condition, provided that member has been continuously covered under a plan of ours since before the accident or surgery happened; and
 - (b) it is done at a medically appropriate stage after the accident or surgery; and
 - (c) we agree to the cost of the treatment in writing before it is done.
19. Any treatment which only offers temporary relief of symptoms on any long term illness and disease rather than dealing with the underlying medical condition.
20. Treatment, therapy for congenital or hereditary Diseases, deformities and Disabilities and any medical or surgical complication arising therefrom e.g. childhood hernias, clubfoot, Ventricular Septal Defect, Atrial Septal Defect, Thalassemia etc under Outpatient GP Treatment benefit.
21. More than one (1) Outpatient Consultation per day to a General Practitioner is not covered under the Outpatient GP Treatment benefit.
22. Cost of prescribed medicine without Consultation is not covered under the Outpatient GP Treatment benefit.
23. Private nursing care and house calls by Doctors for any reasons not covered under the Outpatient GP Treatment benefit.
24. Hormone therapy not covered under the Outpatient GP Treatment benefit.
25. Vitamins, Food Supplement, Herbal Cures, Anti Obesity/Weight Reducing Agents including off the counter medications is not covered under the Outpatient GP Treatment benefit.
26. Soaps, shampoos, vitamin creams and vitamin ointments not covered under the Outpatient GP Treatment benefit.
27. Blood and topical allergy testing is not covered under the Outpatient GP Treatment benefit.
28. Routine physical examination, health check-ups or tests not incidental to Treatment or diagnosis of a covered Disability is not covered under the Outpatient GP Treatment benefit.
29. Outpatient physical therapy or physiotherapy is not covered under Outpatient General Practitioner Clinical Treatment.
30. Care and Treatment that is experimental, investigative and not according to accepted professional standards and care that is not Medically Necessary.
31. Any Treatment for or arising from substance abuse such as alcohol, narcotics, etc.
32. Diseases or Disabilities of a newborn Child contracted prior to or during birth of within the first 14 days hereafter.
33. Speech and Occupational Therapy.
34. Outpatient rehabilitation therapy, chemotherapy, radiation therapy and kidney dialysis is not covered under Outpatient General Practitioner Clinical Treatment.
35. Chronic Illnesses such as Diabetes, High Blood Pressure, Asthma, Hepatitis B and C carriers, nerve disorders or degenerative Diseases, endometriosis, transverse myelitis and conditions arising therefrom or associated therewith is not covered under Outpatient GP Treatment benefit.

36. Preventive Vaccinations / Immunisations except for the following that are applicable to eligible Children only (subject to Outpatient Benefit limit, if any) :-
- BCG (booster);
 - Hepatitis B (infants up to 1 year old);
 - Triple Antigen & TetrActHib (infants up to 1 year old);
 - Double Antigen (booster), including Oral Polio;
 - MMR;
 - Rubella.

POLICY CONDITIONS

1. Alterations

The Company reserves the right to amend the terms and provisions of this Policy by giving a thirty (30) day prior notice in writing by ordinary post to the Owner's last known address in the Company's records, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless Authorized by the Company and such approval is endorsed thereon. The Insurer should give thirty (30) days prior written notice to the Policyholder according to the last recorded address for any alterations made.

2. Certification, Information and Evidence

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

3. Governing Law

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

4. Cancellation

This Policy may be cancelled by the Policyholder at any time by giving a written notice to the Company; and provided that no claims have been made during the current policy year, the Policyholder shall be entitled to a pro-rated premium refund based on number of days.

5. Duty of Disclosure

Where you have applied for this Insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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 in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

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.

6. Misstatement or Omission of Material Fact

If:

- a) any answer, disclosure or representation by the Policyholder, 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, the Policyholder have failed to disclose any fact the Policyholder knew to be relevant to the Company 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 such claim.

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

7. 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.

8. 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 or such other pro-rated period as applicable.

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

9. Change in Risk

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

10. Subrogation

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

11. Contribution

If an Insured Person carries other insurance covering any illness or injury insured by this Policy, the Company 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.

12. Ownership of Policy

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

13. Take Over Policies

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 the Company has secured a copy of the preceding policy.

13. Premium Warranty Clause

All premiums due must be paid to and received by the Insurer within sixty (60) days from the inception date of the Policy. If this condition is not complied with, then the contract is automatically cancelled and the Insurer is entitled to a pro-rated premium for the period the Insurer has been on risk.

14. Clerical Error

A clerical error by AXA shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

15. Claim Procedures

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

16. Incomplete Claims

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

17. 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.

18. 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 the Company.

19. Notice

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

20. Automatic Termination

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

- (a) on the death of the Insured Person ; or
- (b) on the Policy Anniversary immediately following the 65th birthday of the Insured Person; or
- (c) for a Dependent child, on his 18th birthday
- (d) at midnight standard Malaysian time on the last day of the Period of Insurance unless the 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 Maximum Limit Per Disability shall have been exhausted.
- (e) on the date in which the Student Pass is cancelled or expired.

21. Legal Proceedings

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. If the Insured Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Policy, the Insured Person may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with the Policy terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Company. After such grace period has expired, the Company will not accept, for any reason whatsoever, such written proof of loss.

22. Gender

Words or phrases denoting one gender include all other genders and similarly if denoting the singular include the plural and vice versa.

23. Arbitration

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by the Company for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.