# OUTPATIENT CLINICAL SUPPLEMENTARY CONTRACT

THIS OUTPATIENT CLINICAL SUPPLEMENTARY CONTRACT shall supplement, form part of and be read together with the Group Hospitalisation and Surgical policy (subsequently called the "Basic Policy") to which it is attached. It is issued in consideration of the payment of premiums applicable to this Supplementary Contract. Unless otherwise expressly stated, the terms defined and construed in the Basic Policy shall bear the same meaning or construction when used in this Supplementary Contract. In the event of any conflicts or inconsistencies between the provisions of the Basic Policy and this Supplementary Contract, the provisions of this Supplementary Contract shall prevail to the extent applicable to the context of this Supplementary Contract only.

#### 1. PAYMENT OF PREMIUM PROVISIONS

- 1.1. The premium rate is determined at the commencement of the Supplementary Contract and shall be determined every year on each Policy Anniversary. We reserve the right to establish, at the end of any Policy period or whenever the terms of this Supplementary Contract are changed, new premium rates at which subsequent premiums shall be computed. The premium rate determined shall be applied in calculating premium adjustments in respect of any Insured Member joining or leaving the insurance Scheme during the ensuing Policy period. Extra premiums may be added on account of those Insured Members who do not satisfy Our standard health requirements as stipulated in Participation Provisions of the Basic Policy and those who are engaged in hazardous occupations.
- **1.2.** All premiums on this Supplementary Contract are to be paid to Our Head Office in Malaysia, or to Our branch offices designated by Us for this purpose.
- 1.3. The premium including any subsequent renewal premium and the premium accounted due to adjustments must be paid within the premium grace period of sixty (60) days from the Policy Effective Date or the date of invoice issued by Us, whichever is later. We reserve the right to terminate or suspend this Supplementary Contract if the premium is not paid at the end of the premium grace period. In the event that a covered event occurs during the grace period giving rise to a claim payment and the premium remains unpaid at the time of claim payment, We reserve the right to either set off the outstanding premium from the claim payment or hold the claim payment until the outstanding premium has been paid.
- **1.4.** In the event of termination of Supplementary Contract pursuant to Clauses 3.1.4. and 3.1.5, You shall be liable for the pro-rated premium for the period the insurance continue to be in force after the due date and up to the date of termination of Supplementary Contract.
- **1.5.** We will furnish You with a statement of each premium due, which shall include a record of premium adjustments, if any. Premium adjustments involving return of unearned premiums to You shall be limited to the period of twelve (12) months immediately preceding the date of Our receipt of evidence that such adjustments should be made.
- **1.6.** We will set-off any outstanding premium against premium refundable due to You, if applicable.

# 2. BENEFITS PROVISIONS

# 2.1. OUTPATIENT GENERAL PRACTITIONER CARE

While the Basic Policy and this Supplementary Contract are in force, subject to the provisions contained herein and the maximum limit for each benefit set forth in the Schedule of Benefits and upon Our receipt and approval of satisfactory proof, where Hospitalisation is not required, this Supplementary Contract provides for the reimbursement of actual expenses incurred by an Insured Member for Medically Necessary benefits listed below. Unless otherwise stated, this benefit is only applicable for consultation and treatment given in a Panel Clinic in Malaysia and no benefit shall be payable for visit(s) to a non-Panel Clinic.

The benefits do not cover routine medical examination. The benefits provided under this Supplementary Contract are as follows:

# 2.1.1. CONSULTATION

The actual fees charged by an attending General Practitioner for consultation, provided such consultation is deemed Medically Necessary. Dietician services are not covered.

# 2.1.2. MEDICATION

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The actual expenses incurred for Prescribed Medicines prescribed by an attending General Practitioner for a maximum of one (1) month's supply.

#### 2.1.3. INJECTION

The actual expenses incurred for injection, which requires an attending General Practitioner's administration. Preventive immunisation/ Vaccination is not covered.

#### 2.1.4. DIAGNOSTIC SERVICES

The actual expenses incurred for Diagnostic Services such as X-ray and laboratory tests for diagnostic purposes as prescribed and duly referred by an attending General Practitioner in accordance with the Disability treated.

# 2.1.5. OUTPATIENT SURGICAL PROCEDURE

The actual expenses incurred for Surgery performed by an attending General Practitioner on an Outpatient basis.

# 2.1.6. MANDATORY CHILD IMMUNISATION

The actual expenses incurred for mandatory child immunisation injection as stated by the Ministry of Health Malaysia by a General Practitioner.

#### 2.1.7. PAP SMEAR EXAMINATION

The actual expenses incurred for one Pap Smear Examination at a Panel General Practitioner Clinic subject to the maximum limit specified in the Schedule of Benefits.

#### 2.1.8. EMERGENCY NON-PANEL GENERAL PRACTITIONER CLINIC VISIT

The reimbursement of actual expenses incurred for Medically Necessary consultation, Prescribed Medicines, Injection, Diagnostic Services and Outpatient Surgical Procedure performed by an attending General Practitioner at a non-Panel Clinic in the event of Emergency on an Outpatient basis.

### 2.1.9. OVERSEAS COVERAGE (GENERAL PRACTITIONER)

The reimbursement of actual expenses incurred for Medically Necessary consultation, Prescribed Medicines, Injection, Diagnostic Services and Outpatient Surgical Procedure performed by an attending General Practitioner overseas (outside Malaysia) on an Outpatient basis, subject to the maximum limit specified in the Schedule of Benefits.

# 2.2. OUTPATIENT SPECIALIST CARE

While the Basic Policy and this Supplementary Contract are in force, subject to the provisions contained herein and the maximum limit for each benefit set forth in the Schedule of Benefits and upon Our receipt and approval of satisfactory proof, where hospitalisation is not required, this Supplementary Contract provides for the reimbursement of actual expenses incurred by an Insured Member for Medically Necessary benefits listed below provided there is a referral letter by an attending panel General Practitioner from a Panel Clinic prior to the Specialist visit. The referral letter is only valid for thirty (30) days from the date of visit to the attending panel General Practitioner.

The benefits do not cover routine medical examination. The benefits provided under this Supplementary Contract are as follows:

### 2.2.1. CONSULTATION

The actual fee charged by an attending Specialist for consultation, provided such consultation is deemed Medically Necessary. Consultation that is a follow-up care after discharge from Hospital or Day Care Procedure for surgical or non-surgical Hospital stay, which is covered under the Basic Policy is excluded. Cross referrals are not covered except if the consultation is related to the same Disability. Dietician services are not covered.

# 2.2.2. MEDICATION

The actual expenses incurred for Prescribed Medicines prescribed by an attending Specialist for a maximum of one (1) month's supply.

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#### 2.2.3. INJECTION

The actual expense incurred for injection, which requires an attending Specialist's administration. Preventive immunisation/ Vaccination is not covered.

### 2.2.4. DIAGNOSTIC SERVICES

The actual expenses incurred for diagnostic services such as X-ray and laboratory tests for diagnostic purposes as prescribed and duly referred by an attending Specialist in accordance with the Disability treated.

# 2.2.5. OUTPATIENT SURGICAL PROCEDURE

The actual expenses incurred for Surgery performed by an attending Specialist in his/ her clinic on an Outpatient basis.

# 2.2.6. OVERSEAS COVERAGE (SPECIALIST)

The reimbursement of actual expenses incurred for Medically Necessary consultation, Prescribed Medicines, Injection, Diagnostic Services and Outpatient Surgical Procedure performed by an attending Specialist overseas (outside Malaysia) on an Outpatient basis, subject to the maximum limit specified in the Schedule of Benefits. Referral letter is not required for this benefit.

#### 2.2.7. PHYSIOTHERAPY

The reimbursement of Reasonable and Customary Charges incurred for Medically Necessary Outpatient Physiotherapy Treatment referred by a Specialist or Physician.

#### 2.3. BENEFITS LIMITATIONS

#### 2.3.1. OVERALL ANNUAL LIMIT

The maximum aggregate amount payable for all Outpatient Specialist Care benefits for an Insured Member under this Policy, unless otherwise stated, shall subject to Overall Annual Limit stated under the selected plan as specified in the Schedule of Benefits. In the event the Overall Annual Limit having been paid, all Outpatient Specialist Care benefits for the Insured Member in this Policy shall immediately cease to be payable for the remaining Policy Year.

# 3. TERMINATION PROVISIONS

# 3.1. TERMINATION OF EMPLOYEE'S INSURANCE

The insurance of an Insured Employee under this Supplementary Contract shall automatically terminate if any one (1) of the following occurs:

- **3.1.1.** when this Supplementary Contract is cancelled pursuant to the Cancellation of Supplementary Contract Clause; or
- **3.1.2.** upon the termination of the Basic Policy as stipulated under the Termination of Employee's Insurance Clause of the Basic Policy; or
- **3.1.3.** upon the expiry date of this Supplementary Contract unless written notice that the Supplementary Contract will be renewed is given to Us by You on or before the said expiry date; or
- **3.1.4.** upon; or
- **3.1.5.** at the end of the grace period as stipulated in Payment of Premium Provisions if the premium for this Supplementary Contract is not paid; or
- **3.1.6.** on the Policy Anniversary when the Insured Member attains age seventy (70) nearest birthday; or
- **3.1.7.** upon death of the Insured Employee.

# 3.2. TERMINATION OF DEPENDANT'S INSURANCE

The insurance of the Insured Employee's Dependant under this Supplementary Contract shall automatically terminate if any one (1) of the following occurs:

- **3.2.1.** on the date of termination of the Insured Employee's insurance according to Termination of Employee's Insurance Clause of this Supplementary Contract; or
- 3.2.2. on the date such Dependant ceases to be a Dependant as defined in the Basic Policy; or
- **3.2.3.** on the Policy Anniversary when the Dependant (Insured Employee's legal spouse) attains age seventy (70) nearest birthday; or
- 3.2.4. on the date the Dependant commences full-time military service; or
- **3.2.5.** upon the death of the Dependant.

# 4. EXCLUSIONS PROVISIONS

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We shall not pay any benefit arising from or accelerated directly or indirectly, wholly or partly, for any one (1) of the followina:

- **4.1.** Plastic/ cosmetic surgery or treatment including but not limited to double eyelids, acne, keloids, scars, skin tags, gynaecomastia, diffused alopecia/ hair loss, or treatment of their complications; or
- **4.2.** Circumcision unless Medically Necessary for the treatment of a Disease; or
- **4.3.** Any corrective treatment for refractive errors including but not limited to Orthoptics, Visual Stimulation, Radial Keratotomy, Lasik, Intralase, Zyoptics, Phakic IOL implant or intraocular lenses replacement surgery; or
- **4.4.** All corrective glasses or contact lenses, except monofocal intraocular lenses in cataract surgery. Expenses incurred for contact lenses, use of cosmetic topically/ orally/ surgical procedures and any complications arising therefrom; or
- **4.5.** Use or acquisition of all appliances (including but not limited to artificial limbs, hearing aids, aero chambers and equipment for nebulising, Continuous Positive Airway Pressure (CPAP), Continuous Ambulatory Peritonieal Dialysis (CAPD), orthopedic pads or wheelchairs) and the rental charges for the use of such devices; or
- 4.6. Pacemakers, implantable cardiac defibrillator (ICD) and cochlear implants; or
- **4.7.** Any dental conditions including but not limited to dental treatment, oral surgery, orthodontics and orthogoathic surgery; temporo-mandibular joint disorder; or
- **4.8.** Private nursing, rest cures or sanitaria care, illegal drugs, intoxication, sterilisation, venereal disease and its sequelae, Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) and Human Immunodeficiency Virus (HIV) related diseases or its sequelae, and any communicable diseases requiring guarantine by law; or
- **4.9.** Any treatment or assessment for Congenital Conditions, hereditary or developmental conditions, deformities and any Disability or complications arising therefrom including but not limited to childhood hernias/ hydrocele (all hernia up to age of six (6) is not covered), clubfoot, Ventricular Septal Defect (VSD), Atrial Septal Defect (ASD), Thalassemia, Squint, Haemangioma, etc; or
- **4.10.** Pregnancy, child birth (including surgical delivery), miscarriage (except any miscarriage of below twenty eight (28) weeks due to accidental causes under this Policy coverage), voluntary abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility and erectile dysfunction and tests or treatment related to impotence or sterilisation; or
- **4.11.** Any care or diagnostic tests or treatment which is not Medically Necessary, has not been established as being effective or which is experimental or treatment which have not been recognized and approved by Ministry of Health of Malaysia. This exclusion includes but is not limited to stem cell treatment, related workout and any complications arising thereafter and blood surety; or
- **4.12.** Any treatment received purely for investigation purposes, health screening, check-ups, tests 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 or Specialist, except for benefit payable under Diagnostic Services and Pap Smear Examination as stipulated herein; or
- **4.13.** Treatment for Bodily Injuries sustained while committing a crime or felony, or while under the influence of alcohol, narcotics, or mind altering substance, or suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane; or
- **4.14.** War, riot, rebellion, insurrection, civil commotion, explosion of war weapons, terrorism related activity, active duty in any armed forces, direct participation in strikes, nuclear war, biological and chemical warfare/ activities; or
- 4.15. Effects from radiation or contamination by radioactivity from any source; or
- **4.16.** Expenses incurred for donation of any body organs by the Insured Member and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications; or
- **4.17.** Investigation and treatment of sleep and snoring disorders, hormone therapy and hormone replacement therapy (except for surgically induced menopause), surgical treatment specifically for weight reduction or gain, hyperhidrosis, etc.; or
- **4.18.** Alternative therapy comprising alternative treatment, medical services or supplies, including but not limited to Chiropractic, Chiropody, Homeopathy, Osteopathy, Acupuncture, Acupressure, Reflexology, Bone Setting, Massage, Aroma Therapy, Herbal, Podiatric, Dietetic consultation and treatment, education services/ therapies and Traditional Complementary Medicine, etc.; or
- **4.19.** Care or treatment for which payment is not required or which is payable to an extent by any other insurance or indemnity covering the Insured Member and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract; or
- **4.20.** Psychotic, psychiatric, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
- **4.21.** Costs/ expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities and other ineligible non-medical items; or
- **4.22.** Sickness or Injury arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities, winter sports, professional sports and illegal activities; or
- **4.23.** Private flying other than in any commercial scheduled airlines licensed to carry passengers over established routes; or
- 4.24. Expenses incurred for sex changes; or

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- **4.25.** Speech and occupational therapy; or
- **4.26.** Any preventive supplements/ supplies including but not limited to the following:
  - **4.26.1.** vitamins/ supplements, herbal cures and anti-obesity/ weight reducing agents, eye lubricants and any over the counter purchases except prescribed medicines; and
  - **4.26.2.** soaps, shampoos, cleansers, vitamin creams, vitamin ointment, moisturisers, lubricants, anti-aging, fairness treatment and any other product having similar effects; or
- **4.27.** Diseases or Disabilities of a newborn child contracted prior to or during birth or within the first fourteen (14) days thereafter; or
- 4.28. Blood and topical allergy testing; or
- **4.29.** Outpatient rehabilitation therapy, chemotherapy, radiation therapy and kidney dialysis, chronic illness e.g. Hepatitis B and C carriers, nerve disorders/ degenerative diseases, endometriosis, transverse myelitis, etc.; or
- **4.30.** Preventive Vaccinations except those stated under Mandatory Child Immunisation Clause only and claimable under Out-patient General Practitioner Care; or
- 4.31. Treatment/ dispense of medication which are not consistent with diagnosis; or
- **4.32.** House calls or home visits by Doctors for any reason; or
- **4.33.** Dispense of member's current medication for a period of more than one (1) month.

#### 5. CLAIM PROVISIONS

#### 5.1. CLAIM PROCEDURES

The Insured Member shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to Us stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced according to 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 stipulated shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible. We reserve the right on whether to accept the reasons given for the failure to give notice within the time stipulated.

The Insured Member shall immediately procure and act on proper medical advice and We shall not be held liable in the event a treatment or service becomes necessary due to failure of the Insured Member to do so.

### 5.2. INCOMPLETE CLAIMS

All claims must be submitted to Us within thirty (30) days of completion of the events for which the claim is being made. Claims are not deemed complete and eligible benefits are not payable unless all original final tax invoices, original itemised/ detailed medical bills, original receipts and any supporting documents required by Us for such claims have been submitted and agreed upon by Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing is subject to Our approval.

#### 5.3. PAYMENT OF CLAIM

In case of death of an Insured Member while in the course of treatment, We may, subject to the terms and conditions of the Basic Policy, pay fees or charges of the treatment provided You submit to Us receipted bills or invoices showing payment of such fees or charges. Such payments to You shall fully discharge all Our liabilities under this Supplementary Policy with respect to the deceased person.

#### 6. GENERAL PROVISIONS

# 6.1. ALTERATIONS

We reserve the right to amend the terms and provisions of this Supplementary Contract by giving a thirty (30) days prior notice in writing and such amendment will be applicable from the next renewal of this Supplementary Contract. No alteration to this Supplementary Contract shall be valid unless authorised by Us and such approval is endorsed thereon.

# 6.2. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

If We receive an order from the relevant authorities to freeze or seize the monies received as premium or monies payable in respect of this Supplementary Contract as provided under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or such similar legislation or if We discover or have reasonable suspicion that this Supplementary Contract is exploited for money laundering activities and/ or to finance terrorism, We reserve the right to terminate this Supplementary Contract immediately. We shall deal with

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all premiums paid and all benefits/ sums payable in respect of this Supplementary Contract in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

# 6.3. CANCELLATION OF SUPPLEMENTARY CONTRACT

Other than those provided under the Termination Provisions of this Supplementary Contract, this Supplementary Contract may be cancelled by You by serving at least fourteen (14) days' prior written notice to Us, such notice to state when the cancellation shall become effective. In such an event, provided no claim has been made during the current Policy Year, You shall be entitled to refund a pro-rated premium less any medical examination fee incurred.

We may cancel the Supplementary Contract by giving a written notice of cancellation to You, stating when, not less than thirty (30) days after that, such cancellation shall become effective. A pro-rated premium less any medical examination fee incurred will be refunded to You if We cancel the Supplementary Contract.

# 6.4. FREE-LOOK PERIOD

This Supplementary Contract may be cancelled by written request and by returning this Supplementary Contract to Us within fifteen (15) days from the date of receipt of this Supplementary Contract by You. The amount refunded shall be the premium paid less any expenses incurred by Us for medical examination in issuance of this Supplementary Contract.

#### 6.5. OVERSEAS TREATMENT

If the Insured Member elects or is referred by the attending Physician to receive treatment outside Malaysia, the benefits payable in respect of such treatment shall be limited to the Reasonable and Customary Charges that are Medically Necessary for such equivalent local treatment in Malaysia and shall exclude the cost of transport to the place of treatment.

For the avoidance of doubt, if there is no equivalent local treatment in Malaysia, then the benefits in respect of any treatment outside Malaysia shall be limited to the cost of the current available treatment in Malaysia for the Insured Member's condition as recommended by the attending Physician.

#### 6.6. NON-PARTICIPATION

This Supplementary Contract shall be non-participating and shall not share in Our Divisible Surplus.

# 6.7. PERIOD OF COVER AND RENEWAL

This Supplementary Contract shall become effective as of the date stated in the Schedule. The Policy Anniversary shall be one (1) year after the Policy Effective Date and annually from then on. On each Policy Anniversary, this Supplementary Contract is renewable at the premium rates in effect at that time as notified by Us.

This Supplementary Contract is issued on a yearly renewable basis subject to Our consent and its provisions as contained in this Supplementary Contract.

# 6.8. SEVERABILITY

If any provision or part of a provision in this Supplementary Contract shall be held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this Supplementary Contract. However, the remainder of the provisions contained in this Supplementary Contract shall remain in full force and effect.

# 6.9. APPLICABLE TAX

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "Applicable Tax") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/or services made or deemed to be made under this Supplementary Contract, We will be entitled to charge any Applicable Tax as allowed by the laws of Malaysia. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this Supplementary Contract on payment of premiums and default hereof shall apply equally to the Applicable Tax.

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#### 6.10. WAIVER

Failure or neglect by either party to enforce at any time the provisions of this Supplementary Contract shall not be construed or be deemed to be a waiver of either party's right in this Supplementary Contract nor in anyway affect the validity of the whole or any part of this Supplementary Contract nor prejudice either party's right to take subsequent action.

#### 7. **DEFINITIONS**

- **7.1. "Emergency"** shall mean treatment needed in the event whereby immediate medical attention is required within twenty-four (24) hours for Injury, illness or symptoms which are sudden and severe failing which will be lifethreatening (e.g. Accident and heart attack), or lead to significant deterioration of health.
- **7.2.** "General Practitioner" shall mean a Physician/Doctor whose practice consists of providing primary care in an outpatient setting covering a variety of medical problems in patients of all ages. This often includes referral to appropriate Specialists.
- 7.3. "Panel Clinics" refer to public or private clinics appointed by Us or Our Third Party Administrator.
- **7.4.** "Physiotherapy" refers to treatment by a registered physiotherapist following referral by a medical practitioner.
- **7.5. "Prescribed Medicines"** shall mean medicines that are dispensed by a Physician/Doctor, a registered pharmacist or a Hospital and which have been prescribed by a Physician/Doctor or Specialist in respect of treatment for a covered Disability.
- 7.6. "Preventive Treatment" refers to treatment that is designed to prevent disease and illness.
- **7.7.** "Specialist" shall mean a Physician/Doctor registered and licensed as such in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a Specialist who is the Insured Member himself.
- **7.8. "Third Party Administrator"** refers to a company that provides operational services such as claims processing and employee benefits management under contract with Us.
- **7.9.** "Vaccinations" refer to all basic immunisations and booster injections required under the regulation of the country in which treatment is being given.

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