



**Liberty**  
**Insurance**®

Medistar

Terms & Conditions

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Whereas the Insured by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **LIBERTY INSURANCE BERHAD** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

Now this Policy of Insurance Witnesses that if during the Period of Insurance, any sickness, disease, illness or accidental injury necessitates the Insured Person to be confined to a hospital for treatment, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Policy, pay to the Insured or his legal personal representatives the sum or sums stated in the Schedule of Benefits.

Provided always that

- a) The liability of the Company shall not exceed the Overall Annual Limit as set out in the Schedule of Benefits for any one period of insurance and the Overall Lifetime Limit.
- b) This Policy shall become effective as of the date stated in the Policy Schedule. This Policy shall be issued for one year and at the end of each period of insurance may be renewed for another year subject to the Guaranteed Renewal Clause in the General Conditions.

**DEFINITIONS**

**RELATING TO POLICY/CERTIFICATE CONTRACT**

1. **You/Your** shall mean The policyowner/certificate holder.
2. **We/Our/Us** shall mean The Insurer.
3. **Policyowner/Certificate holder** shall mean the person named in the Policy/Certificate as the owner. It can be an individual or a corporate body. The Policyowner/Certificate holder controls the Policy/Certificate, unless the Policy/Certificate has been assigned.
4. **Insured Person/Participant/ Covered Person** shall mean the person who is named in the Policy/Certificate as the life being insured/covered. The Insured Person/Participant/ Covered Person is entitled to the benefits under this Policy/Certificate.

**RELATING TO TERMINOLOGY**

1. **Accident** shall mean a sudden, unforeseen and unplanned event that results in bodily injury.
2. **Injury** shall mean Damage to the body as a result of an Accident.
3. **Congenital Disorder/Disease** shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Insured Person/Participant/Covered Person was continuously covered under this Policy/Certificate.
4. **Day Surgery / Daycare Procedure** shall mean a surgical procedure performed at a Hospital or Day Surgery/Daycare Specialist Centre which requires the use of a recovery facility, but without an overnight stay at the Hospital or Day Surgery/Daycare Specialist Centre.
5. **Dentist** shall mean a healthcare practitioner that specializes in the diagnosis, prevention and treatment of diseases or conditions of the oral cavity.

He/she must be registered in the geographical area of practice and holds a valid practicing certificate.

A Dentist who is himself or herself the Policyowner/Certificate holder or the Insured Person/Participant/Covered Person under the Policy/Certificate shall not be considered a Dentist for this Policy/Certificate when making a claim.

6. **Disability** shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.
7. **General Practitioner** a medical practitioner qualified and licensed to practice western medicine. He must be registered in the locality of practice and must practice within the scope of his licensing and training.  
  
A General Practitioner who is himself or herself the Policyowner/Certificate holder or the Insured Person/Participant/Covered Person of the Policy/Certificate shall not be considered a General Practitioner for this Policy/Certificate when making a claim.
8. **Hospital** shall Refers a registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:
  - 24-hour nursing services by registered and graduate nurses;
  - Diagnostic and major surgery; and
  - Under the supervision of a physician.

A Hospital is expressly NOT:

  - Primarily a clinic;
  - A convalescent, nursing or rest home;
  - A rehabilitation centre for alcoholics or drug addicts; or
  - A home for the elderly or infirmed.
9. **Intensive Care Unit** shall mean a section within a Hospital which is designated as an Intensive Care Unit by the Hospital, and which is maintained on a twenty- four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.
10. **Outpatient** shall mean a person who visits the hospital, clinic or other healthcare facility for diagnosis or treatment but is not hospitalised.
11. **Malaysian Government Hospital** shall mean a Hospital established, maintained, operated or provided by the Malaysian Government but excludes privatised or corporatised Malaysian Government Hospitals.
12. **Prescribed Medicines** shall mean medicines dispensed by a Physician or Registered Pharmacist for the treatment of a covered Disability.
13. **Specialist** shall mean a medical practitioner who specialises in a specific field of medicine and who is recognised by the appropriate health authority as an expert in that field. A Specialist shall include a Physician or a Surgeon.  
  
A Specialist who is himself or herself the Policyowner/Certificate holder or the Insured Person/Participant/Covered Person of the Policy/Certificate shall not be considered a Specialist for this Policy/Certificate when making a claim.
14. **Sickness, Disease or Illness** shall mean a physical condition marked by a pathological deviation from the normal healthy state.
15. **Surgery** shall mean a procedure that involves the cutting of a patient's tissues or closure of a previously sustained wound. Other procedures may be considered surgery if they involve surgical procedures or settings, such as the use of an operating theatre, anaesthesia, antiseptic conditions, typical surgical instruments, suturing or stapling.
16. **Waiting Period** shall Refers to the first 30 days from the Commencement Date or the Reinstatement Date of the Policy/Certificate whichever is later.
17. **Child** shall mean any person who has attained the age of 15 days and is an unmarried person, is financially dependent upon the Insured and under the age of 19, or up to the age of 23 for

those registered as full time students at a recognised educational institution.

18. **Hospital Confinement** shall mean in continuous confinement as a registered inpatient to a Hospital for a period of not less than 24 hours.

#### RELATING TO POLICY/CERTIFICATE CONDITION

1. **Any One Disability** shall refer to all of the periods of Disability arising from the same cause including any and all complications except that if the Insured Person/Participant/Covered Person completely recovers and remain free from further treatment (including drugs, medicines, special diet, injection or advice for the condition) of the Disability must not exceed ninety (90) days following the latest date of discharge and subsequent Disability from the same cause shall be considered as though it were a new Disability.
2. **Dependent** shall refer to the following:
  - a) One legally married spouse; and/or
  - b) Children who are over 15 days old but under the age of 19 years; and/or
  - c) Children who are above the age of 19 years but below the age of 23 years if they are still studying full time in an institution of higher learning.
3. **Hospitalisation/ Hospitalised** shall mean the admission to a Hospital as a registered inpatient for Medically Necessary treatments for a covered Disability upon recommendation of a physician. A patient shall not be considered as an inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.
4. **Lifetime Limit** shall mean the maximum amount of total Benefits We will pay under this Policy/Certificate. The Policy/Certificate shall terminate automatically once the total claims paid reach or exceed the Lifetime Limit.
5. **Deductible** shall mean the specified eligible amount as specified in Schedule of Benefits that You are liable before any benefits are payable under this Policy/Certificate.
6. **Co-Insurance** shall mean a cost sharing arrangement under which You are obliged to bear a specified percentage of the eligible expenses as specified in the Schedule of Benefits with the balance to be reimbursed under this Policy/Certificate.
7. **Medically Necessary** shall mean a medical service which is: -
  - a) consistent with the diagnosis and customary medical treatment for a covered Disability;
  - b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
  - c) not for the convenience of the Insured Person/Participant/Covered Person or the medical practitioner, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient);
  - d) not of an experimental, investigational or research nature, preventive or screening nature, medical technology/procedure, which has not been proven to be effective, based on established medical practice, or which has not been approved by a recognized body in Malaysia;
  - e) for which the charges are fair, reasonable and customary for the covered Disability; and
  - f) provide treatment directly related to the covered Disability.
8. **Eligible Expenses** shall mean medically Necessary expenses incurred for the treatment of the Disability during the period of Insurance but not exceeding the limits specified in the Schedule.
9. **Pre-Existing Illness** shall mean Disabilities that the Insured Person/Participant/Covered Person has reasonable knowledge

of before the effective date of insurance. An Insured Person/Participant/Covered Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- a) the Insured Person/Participant/Covered Person had received or is receiving treatment;
  - b) medical advice, diagnosis, care or treatment has been recommended;
  - c) clear and distinct symptoms are or were evident; or
  - d) its existence would have been apparent
  - e) to a reasonable person in the circumstance.
10. **Overall Annual Limit** shall mean benefits payable in respect of expenses incurred for treatment provided to the Insured Person/Participant/Covered Person during the period of insurance shall be limited to Overall Annual Limits as specified in the Schedule of Benefits irrespective of a type/types of Disability. In the event the Overall Annual Limit having been paid, all insurance for the Insured Person/Participant/Covered Person hereunder shall immediately cease to be payable for the remaining Policy/Certificate Year.
  11. **Policy/Certificate Year** shall mean the one year period including the effective date of commencement of Insurance and immediately following that date, or the one year period following the Renewal or Renewed Policy/Certificate.
  12. **Renewal or Renewed Policy/Certificate** shall mean a Policy/Certificate that has been renewed without any lapse of time from the expiry of the earlier Policy/Certificate.
  13. **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 Person's/Participant's/Covered Person's medical condition.
  14. **Specified Illness** shall mean Refers to the following Disabilities or any complications caused by such Disabilities occurring within the first 120 days of commencement date or reinstatement date whichever is the later:
    - a) Hypertension, diabetes mellitus or cardiovascular disease;
    - b) Growths of any kind including tumours, cancers, cysts, nodules, polyps;
    - c) Stones of the urinary system and biliary system;
    - d) Any disease of the ear, nose (including sinuses) or throat;
    - e) Hernias, haemorrhoids, fistulae, hydrocele or varicocele;
    - f) Any disease of the reproductive system including endometriosis; or
    - g) Any disorders of the spine (including a slipped disc) or any knee conditions.

#### DESCRIPTION OF BENEFITS

We shall reimburse You the Eligible Expenses for the following Benefits if You have been Hospitalised as a result of a Disability:

1. **HOSPITAL ROOM AND BOARD BENEFIT**  
The actual daily Charge by the Hospital for the use of the Room and Board during the Insured Person's/Participant's/Covered Person's stay in the Hospital up to the maximum daily Charge for this Benefit specified in the Schedule of Benefits.

The maximum number of days We will reimburse for this Benefit is specified in the Schedule of Benefits.

**2. INTENSIVE CARE UNIT BENEFIT**

The actual daily Charge by the Hospital for the Insured Person's/ Participant's/Covered Person's stay in the Intensive Care Unit up to the maximum daily Charge for this Benefit specified in the Schedule of Benefits.

The maximum number of days We will reimburse for this Benefit is specified in the Schedule of Benefits.

We will not reimburse for any Hospital Room and Board Charge for the days the Insured Person/Participant/Covered Person stayed in the Intensive Care Unit.

**3. HOSPITAL SUPPLIES & SERVICES BENEFIT**

Reimbursement of the Reasonable and Customary Charges actually incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, X-ray, laboratory examinations, electrocardiograms, physiotherapy, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma whilst the Insured Person/Participant/Covered Person is confined as an inpatient in a Hospital, up to the amount stated in the Schedule of Benefits.

Reimbursement for the medically necessary devices such as lens and stent, will be limited to RM700.00 per lens and RM5,000.00 per stent.

**4. OPERATING THEATRE BENEFIT**

The Reasonable and Customary Charges for the use of the Operating Theatre or Operating Room up to the maximum amount for this Benefit as specified in the Schedule of Benefits.

**5. SURGICAL BENEFIT**

The Reasonable and Customary Charges for Surgery performed on the Insured Person/Participant/Covered Person in the Hospital and shall include Charges for pre-surgical assessment, in-Hospital visits by the Surgeon or Specialist and post-surgical care.

The maximum number of days and the maximum amount we will reimburse for this Benefit is specified in the Schedule of Benefits subject to regulated fees.

If more than one Surgery is performed for Any One Disability, the total amount for all Surgeries performed shall not exceed the maximum amount for this Benefit as specified in the Schedule of Benefits.

**6. ANESTHETIST'S FEE**

The Reasonable and Customary Charges for the administration of anaesthesia on the Insured Person/Participant/Covered Person by an anaesthetist up to the maximum amount for this Benefit as specified in the Schedule of Benefits.

**7. PRE-HOSPITALISATION DIAGNOSTIC TESTS BENEFIT**

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 Hospitalisation within the maximum number of days and amount as specified 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 Person/Participant/Covered Person 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.

**8. PRE-HOSPITAL SPECIALIST CONSULTATION FEE**

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 as specified 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 Person/Participant/Covered Person does not result in Hospital confinement for the treatment of the medical condition diagnosed.

**9. POST-HOSPITALISATION TREATMENT BENEFIT (FOR NON-SURGICAL HOSPITALISATION)**

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 specified in the Schedule of Benefits immediately following discharge from Hospital for a non-surgical Disability. This shall include medicines prescribed during the follow-up treatment but shall not exceed the supply needed for the maximum number of days as specified in the Schedule of Benefits.

**10. IN-HOSPITAL PHYSICIAN VISIT BENEFIT (FOR NON-SURGICAL HOSPITALISATION)**

The Reasonable and Customary Charges for ward visits by the attending Physician while the Insured Person/Participant/Covered Person is being admitted as a non-surgical patient in the Hospital.

We will reimburse the Reasonable and Customary Charges up to 2 visits per day, irrespective of the number of visiting doctors.

The maximum number of days for such visits for this Benefit is specified in the Schedule of Benefits.

**11. EMERGENCY ACCIDENTAL OUTPATIENT TREATMENT BENEFIT**

The Reasonable and Customary Charges for treatment of Injury to the Insured Person/Participant/Covered Person as an outpatient in any registered clinic or Hospital. Such treatment must be done within 24 hours from the time of Accident.

We will also reimburse for the Reasonable and Customary Charges incurred for subsequent follow up treatments for the same Injury by the same Specialist, clinic or Hospital.

The maximum amount and the maximum number of days We will reimburse for this Benefit is specified in the Schedule of Benefits.

**12. EMERGENCY DENTAL ACCIDENTAL TREATMENT**

Reimbursement expenses incurred for oral surgery as necessitated by Accidental Injuries to sound natural teeth and for dental treatment for the immediate relief of pain provided treatment is received within 24 hours following an Accident. Follow-up treatment will be provided up to the maximum number of 31 days and up to the maximum amount as set forth in the Schedule of Benefits.

**13. OUTPATIENT PHYSIOTHERAPY TREATMENT**

Reimbursement of Reasonable and Customary charges for outpatient physiotherapy treatment referred in writing by a licensed specialist Physician after Surgery or in-Hospital treatment, within sixty (60) days from the date of Hospital discharge/Surgery for Any One Disability. However, no payment will be made for medication/treatment and subsequent consultations with the same specialist Physician

**14. AMBULANCE FEES**

The Reasonable and Customary Charges (inclusive of attendant's fee) for the use of a ground ambulance service by the Insured Person/Participant/ Covered Person to and/or from the Hospital.

We will not reimburse this fee if the Insured Person/Participant/Covered Person was not admitted to a Hospital.

The maximum amount for this Benefit is stated in the Schedule of Benefits.

**15. DAILY-CASH ALLOWANCE**

Pay a daily cash allowance to You for each complete day of the Insured Person/Participant/Covered Person stay in a Malaysian Government Hospital provided the Daily Room and Board

Charge is not more than that stated in the Schedule of Benefits.

**16. OUTPATIENT CANCER TREATMENT BENEFIT**

The Reasonable and Customary Charges for radiotherapy or chemotherapy for the treatment of cancer on the Insured Person/Participant/Covered Person as an outpatient in a legally registered cancer treatment centre or a Hospital.

We will pay the Reasonable and Customary Charges for doctor's consultation and related examination, laboratory or diagnostic tests or any drugs prescribed under this Benefit.

The maximum amount We will reimburse for this Benefit is specified in the Schedule of Benefits

Cancer means any malignant tumor characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma and sarcoma.

**17. OUT-PATIENT KIDNEY DIALYSIS TREATMENT BENEFIT**

The Reasonable and Customary Charges incurred for kidney dialysis on the Insured Person/Participant/Covered Person as an outpatient performed in a registered dialysis centre or Hospital.

We will pay the Reasonable and Customary Charges for doctor's consultation and related examination, laboratory or diagnostic tests or any drugs prescribed under this Benefit.

The maximum amount We will reimburse for this Benefit is specified in the Schedule of Benefits.

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

**18. ORGAN TRANSPLANT BENEFIT**

The Reasonable and Customary Charges for the transplant of a kidney, heart, lungs, liver or bone marrow on the Insured Person/Participant/Covered Person as a recipient of the organ.

We will not pay for any costs incurred by the donors or any costs to transport, store the organs and the cost to purchase the organs.

Payment for this Benefit is applicable only once per lifetime whilst the Policy/Certificate is in force and shall be subjected to the limit as specified in the Schedule of Benefits.

**19. DAILY GUARDIAN BENEFIT FOR CHILDREN**

The actual expenses incurred for daily food and lodging for a parent/ guardian while accompanying the stay of an Insured Person/ Participant/Covered Person (who is below the age of 15 years) in the Hospital.

The maximum number of days and the amount We will reimburse for this Benefit is specified in the Schedule of Benefits.

**20. HOME NURSING**

Daily charges for the services of licensed and qualified nurse in the Insured's home for the continued treatment of the specific medical condition within the maximum number of days as set forth in the Schedule of Benefit for which he/she was hospitalised. Such services must be recommended by the attending Physician.

**21. MEDICAL REPORT**

Reimbursement of expenses for pursuing the medical report but shall not exceed the amount as stated in the Schedule of Benefit.

**22. ACCIDENTAL DEATH BENEFIT**

This benefit is payable to a dependant of a deceased Insured member in the event of accident death while Insured under the policy

**23. SALES AND SERVICES TAX (SST)**

Charges imposed by the Malaysian Government for service tax levied on Hospital Room & Board.

**24. NO CLAIM DISCOUNT**

In the event of no claim being made or arising under the policy during a period of insurance specified hereunder immediately preceding the renewal of this policy, the renewal premium shall be reduced as follows:

Period of Insurance	Discount
The preceding two consecutive years	10%
The preceding three consecutive years	15%
The preceding four or more consecutive years	20%

**FAMILY DISCOUNT (FD) :**

This is a special discount to be given if your dependants are insured under the same policy:

Family Members	Discount
Insured + Spouse	5%
Insured + Children	5%
Insured + Spouse + Children	10%

**GENERAL CONDITIONS**

**1. ELIGIBILITY**

**i) ENROLMENT**

- Person eligible to be covered under this Policy are:-
- Anyone between the ages of 15 days to 60 years and renewable up to age 70
  - Persons who reside in Malaysia only

**ii) ADDITION OF DEPENDANTS INCLUDING OF NEWLYBORN CHILDREN**

Application to enrol dependant/s must be made at inception or upon renewal of the policy only (other than newly born children who are below 2 (two) months old but eligibility for insurance cover will commence only after 30 days of birth).

Application for insurance including for inclusion of dependants or for a change of benefits or plan shall be made on the prescribed form. The Company reserves the right to reject any application without giving any reasons or to require evidence of age or be subject to submission of medical report or state of health of any person in the application. On acceptance, applicants will be



informed if there is any special conditions or terms imposed on the insured person.

**2. PERIOD OF COVER AND RENEWAL (FOR YEARLY RENEWABLE POLICY/CERTIFICATE)**

The Policy/Certificate is issued for the term of one year starting on the Commencement Date and terminate on the Expiry Date as specified in the Schedule. You can renew Your Policy/Certificate on each Expiry Date but We reserve the right not to renew Your Policy/Certificate.

We will inform You of Our offer to renew the Policy/Certificate before the Expiry Date. The offer letter will show the new premium/contribution calculated at the prevailing premium/contribution rate and the Insured Person's/Participant's/Covered Person's age on the Renewal Date.

If You want to upgrade Your Policy/Certificate to a higher plan, You can do that on the Renewal Date. Please write to inform Us of Your intention to upgrade Your plan a month before the Renewal Date. We shall re-underwrite Your new plan and shall write to confirm Our acceptance.

**3. PERIOD OF COVER AND RENEWAL (APPLICABLE TO CONDITIONAL RENEWABLE POLICY/ CERTIFICATE WITH PORTFOLIO PRICING)**

The Policy/Certificate is issued for the term of one year starting on the Commencement Date and terminate on the Expiry Date as specified in the Schedule. You can renew the Policy/Certificate on each Policy/Certificate Anniversary at the prevailing premium/contribution rate calculated based on the Insured Person's/Participant's/Covered Person's age on the Renewal Date.

The premium/contribution rates are not guaranteed. We reserve the right to change the premium/contribution rates. Any change in premium/contribution rates shall apply to all Policyowners/Certificate holders purchasing the same plan and shall commence from the next Renewal Date. We shall write to inform You of the change in the premium/contribution rates by giving You 30 days' notice.

If You want to upgrade Your Policy/Certificate to a higher plan, You can do that on the Renewal Date. Please write to inform Us of Your intention to upgrade Your plan a month before the Renewal Date. We shall re-underwrite Your new plan and shall write to confirm Our acceptance.

**4. PERIOD OF COVER AND RENEWAL (FOR CONDITIONAL RENEWAL POLICY/ CERTIFICATE WITH INDIVIDUAL PRICING)**

The Policy/Certificate is issued for the term of one year starting on the Date of Commencement and terminate on the Expiry Date as specified in the Schedule. You can renew the Policy/Certificate on each Policy/Certificate Anniversary at the prevailing premium/contribution rate calculated based on the Insured Person's/Participant's/Covered Person's age on the Renewal Date.

The premium/contribution rates are not guaranteed. We reserve the right to change the premium/contribution rate. Any change in premium/contribution rates shall apply from the next Renewal Date. We shall write to inform You of the change in premium/contribution rates by giving You 30 days notice.

If the total claim amounts paid for a particular Disability has reached the maximum limit as specified in the Schedule, that Disability shall be excluded from the Policy/Certificate.

If You want to upgrade Your Policy/Certificate to a higher plan, You can do that on the Renewal Date. Please write to inform Us of Your intention to upgrade Your plan a month before the Renewal Date. We shall re-underwrite Your new plan and shall write to confirm Our acceptance.

**5. PERIOD OF COVER AND GUARANTEED RENEWAL**

This Policy shall become effective as of the date stated in the

Schedule. The Policy Anniversary shall be one year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time and any change in the renewal premium shall be notified by writing at least 30 days before change is affected.

Application for change of benefits to higher plan can only be made on renewal and is subject to acceptance by the Company upon renewal.

The renewal of the policy is guaranteed after the completion of two consecutive years of the policy, provided that there is no claim incurred in the previous 2 years.

This Policy will be renewable at the option of policyholder subject to the terms, conditions and termination at each of the anniversary of the Policy date.

The renewal premium payable is not guaranteed and the Company reserves the right to determine the premium applicable specifically to each Insured Person at the time of renewal.

During renewal, the terms and conditions of coverage shall not be amended, except where a particular disability has reached the maximum limit per disability. In such situation, the Company reserves the right to specifically exclude such disability from the policy.

This policy is renewable at the option of policyholder until the occurrence of any of the following:

- (a) non payment of premium or premium not made on time
- (b) fraud or misrepresentation of material fact during application
- (c) the policy is cancelled at the request of the policyholder
- (d) total claim of the policy have reached the lifetime limit specified and/or on the death of the Insured Person
- (e) the Insured Person ceases to qualify as a dependant based on the definition of the policy
- (f) the Insured Person attains the coverage age limit specified
- (g) termination of coverage for all policies in a certain market and the Company withdraws this policy completely from the market in accordance with the Portfolio Withdrawal Condition.

Should there be any claims in subsequent years, the Company will not impose any exclusion upon the Insured. Renewal is guaranteed up to the age of 70 years and is subject to the Overall Lifetime Limit. Furthermore, the premium will be in accordance to the Premium Table and age of the Insured.

If there is a claim incurred within the first 2 years of policy inception, the Insured Person would still qualify for the guaranteed renewal subject to exclusions, excess or premium loading.

**6. PREMIUM PAYMENT (CASH BEFORE COVER ("CBC"))**

This policy shall automatically terminate or lapse if no premium is received from the inception or renewal date of policy ('CBC') unless otherwise agreed and endorsed herein. The Company reserves the right to determine new premium rates at the end of any policy year, whenever the terms of this Policy are changed or in view of adverse claims experience of Insured Person.

**7. GEOGRAPHICAL TERRITORY**

This Policy/Certificate provides You with 24-hour worldwide cover.

**8. OVERSEAS TREATMENT (WHERE ELECTIVE TREATMENT OVERSEAS IS NOT ALLOWED)**

We will reimburse the Reasonable and Customary Charges incurred for overseas treatment if:

- the Insured Person/Participant/Covered Person was Hospitalised for a medical emergency while travelling out of Malaysia. Such overseas travel must not be for treatment of any medical condition.

- the Insured Person/Participant/Covered Person was recommended by a Physician to seek treatment outside of Malaysia because there is no other treatment available in Malaysia for that Disability.

We reserve the right to determine whether such treatment outside of Malaysia is necessary, in consultation with Our appointed medical doctor.

We will reimburse the actual Charge according to the terms and conditions and the limits of this Policy/Certificate and the amount shall be calculated at the exchange rate published by the largest local bank (determined by asset size) in Malaysia on the day of discharge from the Hospital.

We will not reimburse the costs of transportation of the Insured Person/ Participant/Covered Person (or any other person) to or from the place of treatment.

#### 9. OVERSEAS TREATMENT (WHERE ELECTIVE TREATMENT OVERSEAS IS ALLOWED)

If the Insured Person/Participant/Covered Person elects to seek treatment out of Malaysia for a Disability, we will only reimburse an amount equivalent to the Charge that would have been incurred for equivalent treatment of that Disability in a Hospital in Malaysia.

We will not reimburse the costs of transportation of the Insured Person/ Participant/Covered Person (or any other person) to or from the place of treatment.

#### 10. ALTERATIONS

We reserve the right to change the terms and conditions of this Policy/Certificate. Such changes shall take effect from the next Renewal Date.

We will write to You to inform of any change of terms and conditions 30 days before the next Renewal Date.

#### 11. REFUND OF PREMIUM/CONTRIBUTION UPON CANCELLATION

You may write to Us to cancel this Policy/Certificate at any time.

We will refund to You a percentage of the premium/contribution provided there was no claim made on this Policy/Certificate during the current policy/certificate year. The amount of premium/contribution refund shall be based on the duration the Policy/Certificate has been in force:

Period Not exceeding:	Refund of Annual Premium (applicable to renewal only)
15 days	90%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

We may cancel this Policy by giving You 7 days' notice in writing via email to Your last email address known to Us, and refund the pro-rated premium to You for the unexpired Period of Insurance.

#### 12. CERTIFICATION, INFORMATION AND EVIDENCE

We may ask You to provide Us with information and evidence such as certificates and medical reports. This will be provided at Your expense and shall be in the form required by Us.

We reserve the right to request that the Insured Person/Participant/Covered Person be subjected to a medical examination by a doctor of Our choice, as and when We require.

We will bear the cost of the medical examination.

#### 13. GOVERNING LAW

This Policy/Certificate shall be interpreted and governed by the laws of Malaysia. Any action or suit against Us shall only be instituted in a Malaysian court.

#### 14. MISSTATEMENT OF AGE AND GENDER

If the age or gender of the Insured Person/Participant/Covered Person has been misstated, any benefits payable will be pro-rated on the ratio of the actual premium/contribution paid to the correct premium/contribution which should have been paid based on the correct age and gender. We will refund any excess premium/contribution paid without interest.

If We do not have the rates for the corrected age or gender and We are therefore unable to issue the Policy/Certificate, the Policy/Certificate will be void. We will refund the premiums/contributions paid without interest.

Example:

If the premium/contribution paid is RM800 but the correct premium/contribution is RM1,000.

When a claim arises and the amount of eligible claims reimbursed is RM10,000, then We will pay

$$\frac{800}{1,000} \times 10,000 = \text{RM}8,000$$

#### 15. CHANGES IN RISK

You 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. This includes any change in occupation, hobby or sporting activities of the Insured Person/Participant/Covered Person that may increase the risk.

We reserve the right to alter the terms and conditions (including premium/contribution rates) of this Policy/Certificate if warranted by the occupation or sporting activities change.

#### 16. SUBROGATION

If You suffer a Disability as a result of another party's actions or inactions, and We incur a loss under this Policy/Certificate, then You agree to:

- Authorise Us to sue in Your name to seek recovery of the loss, and other remedies; and
- Provide Us with all necessary assistance in performing the above.

We shall pay for all expenses incurred in the recovery of the loss.

#### 17. CONTRIBUTION OF BENEFITS

We reserve the right to reduce the amount of Benefit reimbursed to You or the Insured Person/Participant/Covered Person if You or the Insured Person/Participant/Covered Person has been reimbursed for the medical expenses incurred for the same Hospitalisation from other sources.

The total amount of claim reimbursed shall not exceed the expenses actually incurred for the same Hospitalisation.

#### 18. UPGRADED ROOM AND BOARD CO-PAYMENT

If You are Hospitalised at a published Room & Board rate which is higher than your eligible benefit, You shall bear the difference in the Hospital Room & Board charges as well as 20% of the other eligible benefits described in the Schedule of Benefits.

#### 19. 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.

#### 20. WAITING PERIOD

We will not reimburse You for any Charges incurred by the Insured Person/Participant/Covered Person if he or she is Hospitalised within the first 30 days from the Commencement Date or Reinstatement Date whichever is the later, unless the Hospitalisation is the result of an Accident.

#### 21. RESIDENCE OVERSEAS

We will not reimburse the Charge incurred for overseas treatment if the Insured Person/Participant/Covered Person has travelled or resides out of Malaysia for a continuous period of more than 90 days.

#### 22. TAKE-OVER POLICIES

We will continue to provide cover to the Insured Person/Participant/ Covered Person for existing Disability that he has suffered before the commencement of this Policy/Certificate provided:

- the earlier Policy/Certificate terminates immediately before the Commencement of this Policy/Certificate,
- the Benefits of the earlier Policy/Certificate covers the Insured Person/Participant/Covered Person for this Disability, and
- a copy of the earlier Policy/Certificate was given to Us.

We will reimburse the Reasonable and Customary Charges for the treatment of the Disability up to the limit of the earlier Policy/Certificate or the limit of this Policy/Certificate whichever is the lower.

#### 23. UPGRADED POLICIES/CERTIFICATES

If You increase the Benefit of this Policy/Certificate and the Insured Person/Participant/Covered Person has suffered a Disability before the Benefit has been increased, We will only reimburse the Reasonable and Customary Charges for the treatment of such Disability up to the limits of the earlier Benefit.

#### 24. CONVERSION POLICIES/CERTIFICATES

If You have converted the Policy/Certificate from an 'Inner Limits' Policy/Certificate to an 'As Charged/Full Reimbursement' Policy/Certificate and the Insured Person/Participant/Covered Person has suffered a Disability before such conversion, We will reimburse the Reasonable and Customary Charges for the treatment of such Disability according to the Schedule of Benefits before the conversion.

#### 25. FREE LOOK PERIOD (FOR PREMIUM/CONTRIBUTION PAYING POLICY/ CERTIFICATE)

You have the right to return this Policy/Certificate within 15 days after We deliver it to You, if, for any reason, You are not satisfied with this Policy/Certificate.

If returned, the Policy/Certificate will be considered void from the beginning and any Premium/Contribution paid will be refunded to You less any medical examination fee incurred.

#### 26. PORTFOLIO WITHDRAWAL CONDITION

We reserve the right not to continue with the underwriting of this insurance product.

In doing so, We will stop accepting any new Policies/Certificates and will not offer renewal of Your Policy/Certificate once it has expired.

We will write to inform You of Our intention by giving You at least 30 days notice.

#### 27. CONDITIONS PRECEDENT TO LIABILITY

You must observe and comply with the terms, provisions and conditions of this Policy/Certificate in order for Us to be liable under this Policy/Certificate.

#### 28. NOTICE TO US

All notices to Us must be in writing and sent to Us at the following address:

LIBERTY INSURANCE BERHAD  
10TH FLOOR MENARA LIBERTY  
1008 JALAN SULTAN ISMAIL  
50250 KUALA LUMPUR.

#### 29. MISREPRESENTATION

Failure to give answers that are fully accurate may result in avoidance of Your Policy/Certificate, refusal or reduction of Your claim(s), change of terms or termination of Your Policy/Certificate.

#### 30. FRAUD

If any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim, this Policy/Certificate shall be void.

#### 31. LEGAL PROCEEDINGS

You shall not take any legal action within 60 days from the date We receive Your letter informing Us of a claim under this Policy/Certificate.

You shall give Us all the necessary documents for the claim within one calendar year from the date We received Your letter. We shall not process the claim if any of the necessary document is received after one calendar year.

#### 32. ARBITRATION

In the event of a claims dispute arising from this Policy/Certificate that You might feel has not been fairly nor satisfactorily resolved, You can refer to:

Ombudsman for Financial Services (664393P)  
(Formerly known as Financial Mediation Bureau) Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Tel No: +603-22722811  
Fax No: +603-22721577  
Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

If the Ombudsman for Financial Services is not eligible to handle the claim dispute, We can write to appoint an Arbitrator. If You do not agree with the appointment of Our Arbitrator, You can appoint Your own Arbitrator within one month from the date we appoint Our Arbitrator.

Both Arbitrators shall then appoint an Umpire who will hear the claim dispute.

The referral of any claim dispute to an Arbitrator must be done within twelve (12) calendar months from the date we decline or vary the claim.



### 33. TERMINATION

The Policy/Certificate shall automatically terminate:

- a) If any premium/contribution remains unpaid at the expiry of the Grace Period;
- b) if the Policy/Certificate expires, lapses or is cancelled, surrendered or converted to extended term insurance;
- c) on the Expiry Date of Policy/Certificate as stated in the Schedule;
- d) upon the written request of the Policyowner/Certificate holder to terminate this Policy/Certificate;
- e) on the death of the Insured Person/Participant/Covered Person; or
- f) the total claim of the Policy/Certificate has reached or exceeded the Overall Annual Limit/ Lifetime Limit.

## EXCLUSIONS

### 1. RISK EXCLUDED

We shall not reimburse Charges incurred for Hospitalisation resulting directly or indirectly from any of the following risks:

- a) Specified Illnesses within 120 days from the Commencement Date or Reinstatement Date whichever is the later;
- b) Any Disability (except for Injury) and its signs or symptoms that appear within 30 days from the Date of Commencement or Date of Reinstatement whichever is the later;
- c) Self-inflicted injuries or suicide or attempted suicide, while sane or insane;
- d) Injuries or Hospitalisation as a result of drug abuse, addictive disorders from substance misuse or while under the influence of alcohol;
- e) 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;
- f) Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
- g) Sickness or injury arising from racing of any kind (except foot racing) hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities; or
- h) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a licensed commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding or ballooning.

### 2. HOSPITALISATION EXCLUDED

We shall also not reimburse for Charges incurred for Hospitalisation, directly or indirectly resulting from any of the following medical conditions or situations:

- a) Pre-Existing Illness.
- b) Plastic or Cosmetic surgery and related treatments.
- c) Circumcision or any surgery on the foreskin.
- d) Eye examination and surgical correction for visual impairments due to nearsightedness, farsightedness or astigmatism or radial keratotomy or Lasik.
- e) Dental conditions including dental treatment by Dentist or oral surgery except as necessitated by accidental injuries to sound natural teeth occurring wholly during the period of Insurance.
- f) Private nursing care, non-Hospital nursing care, rest cures, sanatoria care, hospice care and care or treatment that do not lead to a recovery, conservation of Your condition or restoration to Your previous state of health.
- g) Venereal Disease and its sequelae.
- h) HIV, AIDS or AIDS related disease.
- i) Communicable diseases requiring quarantine by law.
- j) Congenital disorders/diseases or deformities including hereditary and developmental conditions.

- k) Pregnancy or pregnancy related conditions including childbirth (whether surgical or otherwise), complications arising from pregnancy such as miscarriage, abortion, pre- or post-natal care, contraceptive methods for birth control, infertility treatments and its complications.
- l) Impotence, infertility sterilization, erectile dysfunctions and its complications.
- m) Sleep apnea or snoring disorder.
- n) Hyperhidrosis.
- o) Hormone Replacement Therapy.
- p) Mental or nervous disorders (including psychosis, neurosis and their physiological or psychosomatic manifestations).
- q) Sex changes.
- r) Donations of body parts or organs by the Insured Person/Participant/Covered Person.
- s) Primarily for investigative purposes, screening, diagnosis, X- rays, scans, general physical or medical examinations that are done routinely or are not incidental to treatment or diagnosis of a Disability, treatment or investigation of a Disability that are not Medically Necessary to be Hospitalised, preventive treatments and medicine.
- t) Stem cell therapy, except hematopoietic blood disorders.
- u) Treatments specifically for weight reduction or gain or bariatric surgery.
- v) Of an experimental, investigational or research nature.

### 3. TREATMENT AND COSTS OF EQUIPMENT, APPLIANCES, MEDICINE EXCLUDED

We shall also not reimburse for costs or expenses incurred for the following:

- a) Alternative treatments such as chiropractic services, acupuncture, acupressure, reflexology, bone-setting, herbalist treatment, hyperbaric oxygen therapy, massage or aroma therapy or other alternative medicines; or
- b) Glasses, multifocal lens or contact lens; or
- c) External prosthetic appliances or devices including but not limited to artificial limbs, external fixator, hearing aids, cochlear apparatus; or
- d) Pacemakers, implantable cardiac defibrillator (ICD) and cochlear implants; or
- e) Items that are not directly related to the medical treatment of the Disability including rental of television, telephones, broadband services, electricity charges, admission/registration/record fee, admission kit/pack; or
- f) Body parts or organs, blood or blood products and blood surety.

## CLAIMS PROCEDURES

### 1. HOW TO MAKE A CLAIMS?

You are to submit the following documents within 30 days from the date of discharge from the Hospital to speed up the processing of Your claim:

- All original bills and receipts;
- A Physician's report with information of diagnosis, scans and tests done, the date of Disability, date of Discharge, conclusion and summary of treatment provided and follow ups.

### 2. EXAMINATIONS

The company shall have the right and opportunity through their medical representative to examine any Insured Person whose the disability is the basis of the claim whenever and so often as may be reasonably required within the duration of claim.

### 3. INCOMPLETE CLAIMS

All claims must be submitted to the Company within 30 days of completion of the events for which the claim is being made. Claims are not deemed complete and Eligible Benefits are not payable unless all bills for such claims have been submitted and agreed upon by 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.

#### 4. PAYMENT OF POLICY MONEYS

We shall reimburse any Charges directly to the Insured Person/ Participant/Covered Person or to any person who is entitled to the claim.

#### 5. CURRENCY OF PAYMENT

Any payment You make to Us or We make to You, shall be in Ringgit Malaysia.

### IMPORTANT NOTICES

1. Copy of police report must be submitted to the Company for any claims arising out of Motor Vehicle Accident (MVA).

2. Accidental Death Benefit

Kindly submit a certified true copy of Marriage Certificate, Burial Certificate, Post Mortem Report (if any), Police Report, Death Certificate and Identity Card of the claimant. The claim will be payable to the insured's spouse/next of kin.

3. Lodging complaints and Grievances

If you have any complaints of unfair market practices by the company, You may call or write to either: -

a) **Customer Complaints Unit/ Unit Aduan Pelanggan**

**LIBERTY INSURANCE BERHAD**

Ground Floor, Menara Liberty,

1008, Jalan Sultan Ismail,

50250 Kuala Lumpur.

Tel No.: 03-2619 9000 (G/L) or 1-300-888-990

Fax No.: 03-2693 0111

E-mail: [customercare@libertyinsurance.com.my](mailto:customercare@libertyinsurance.com.my)

Website: [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)

b) **Laman Informasi Nasihat dan Khidmat (LINK)**

**Bank Negara Malaysia**

Ground Floor D Block Jalan Dato' Onn

50480 Kuala Lumpur

Tel. No.: 03-2698 8044 (General Line)

Fax No.: 03-2174 1515

Toll Free: 1-300-88-5465

E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Website: [www.bnm.gov.my](http://www.bnm.gov.my)

c) **Ombudsman for Financial Services (664393P)/  
Ombudsman Perkhidmatan Kewangan (664393P)**

Level 14, Main Block, Menara Takaful Malaysia,

4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Tel. No.: 03-2272 2811

Fax No.: 03-2272 1577

E-mail: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website: [www.ofs.org.my](http://www.ofs.org.my)

4. The Insured Person shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured Person, advice should at once be given to the Company within 14 days after receiving the policy.

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**MEDISTAR**

PLANS	PLAN 1	PLAN 2	PLAN 3	PLAN 4
<b>1) HOSPITAL BENEFITS</b>	<b>MAXIMUM PER ANY ONE DISABILITY</b>			
Daily Room & Board (Max. 150 days)	RM100	RM150	RM250	RM300
Intensive Care Unit (Max 75 days)	AS CHARGED			
Hospital Supplies & Services including Operating Theatre	AS CHARGED			
<b>2) SURGICAL BENEFITS</b>	<b>AS CHARGED</b>			
Pre-Admission Diagnostic Services (within 31 days before admission)	AS CHARGED			
Pre-Surgical Specialist Consultation (within 31 days before admission)				
Surgical Fees & Anaesthetic Fees				
Post Hospitalisation Treatment (within 31 days after discharge)				
Physiotherapy Treatment (within 60 days after discharge)				
<b>MAXIMUM PER ANY ONE DISABILITY</b>	15,000	20,000	30,000	40,000
<b>3) MEDICAL BENEFIT ( NON-SURGICAL )</b>	<b>AS CHARGED</b>			
Pre-Hospital Diagnostic Services (within 31 days before admission)	AS CHARGED			
Pre-Hospitalisation Specialist Consultation (within 31 days before admission)				
Daily In-Hospital Physician's Visit				
Post Hospitalisation Treatment (within 31 days after discharge)				
<b>MAXIMUM PER ANY ONE DISABILITY</b>	15,000	20,000	30,000	40,000
<b>4) AMBULANCE FEES</b>	<b>AS CHARGED</b>			
<b>5) OUTPATIENT / EXTENDED BENEFITS</b>	<b>AS CHARGED</b>			
Emergency Accidental Treatment and up to 14 days	AS CHARGED			
Outpatient Cancer Treatment (Annual Limit)	15,000	25,000	35,000	45,000
Outpatient Kidney Dialysis Treatment (Annual Limit)	15,000	25,000	35,000	45,000
Lodger Expenses (Guardian Allowance)	50	60	80	100
Medical Report Fee	80	80	80	80
Home Nursing (within 31 days after discharge)	100	125	150	175
<b>6) ORGAN TRANSPLANTATION (ONCE PER LIFETIME)</b>	20,000	30,000	40,000	50,000
<b>7) GOVERNMENT HOSPITAL INCOME BENEFITS</b>	<b>AS CHARGED</b>			
Daily Cash Allowance	50	60	80	100
<b>8) ACCIDENTAL DEATH BENEFIT</b>	5,000	7,500	12,500	15,000
<b>9) SALES AND SERVICES TAX (SST)</b>	0%			
<b>10) OVERALL ANNUAL LIMIT</b>	40,000	60,000	100,000	120,000
<b>11) OVERALL LIFETIME LIMIT</b>	120,000	180,000	300,000	360,000

**ANNUAL PREMIUM RATES (AGE NEXT BIRTHDAY)**

New premium as per premium table below effective as at 1/6/2022.

Age	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	Plan 4 (RM)
15 days - 10 years (children)	436	514	1,231	1,406
11 years - 18 years	377	444	1,062	1,212
19 years - 25 years	464	548	1,314	1,502
26 years - 30 years	522	618	1,483	1,695
31 years - 35 years	886	1,050	1,485	1,700
36 years - 40 years	1,019	1,209	1,712	1,961
41 years - 45 years	1,152	1,368	1,939	2,222
46 years - 50 years	1,374	1,631	2,316	2,654
51 years - 55 years	2,350	2,794	3,222	3,693
56 years - 60 years	2,711	3,224	3,720	4,266
61 years - 65 years (renewal only)	3,674	4,376	5,054	5,797
66 years - 70 years (renewal only)	4,877	5,813	6,719	7,712

\* " In the event of any discrepancy, ambiguity and conflict in interpreting any term or condition of the contract, the English version shall prevail and supersede the Bahasa Malaysia version ".