



Policy

Tokio Marine VitalCover Insurance

This Tokio Marine VitalCover Insurance (hereinafter called “Policy”) is a contract between **Us**, Tokio Marine Insurans (Malaysia) Berhad and the **Policyholder**, on behalf of each **Insured Person** named therein. The proposal form, declaration and any information given shall be the basis of this contract. This Policy, the Schedule and the Certificate of Insurance shall be read together and any word or expression, which a specific meaning has been attached in any part of this Policy, Schedule or Certificate of Insurance shall bear such meaning wherever it may appear.

In consideration of **You** paying to **Us** the required premium, **We** shall pay to **You** the appropriate Benefit as per the **Plan You** have selected if during the Period of Insurance the **Insured Person** is diagnosed in Malaysia by a Physician as defined hereinafter, subject to the terms, provisions exclusions and conditions as stated in this Policy.

DESCRIPTION OF BENEFIT

Hospital Allowance Benefit

Pays the Policyholder cash allowance as per amount specified in the Schedule of Benefits for admission to Hospital due to **Respiratory Disease** and/or **Coronavirus Disease 2019 (Covid-19)**. In the event the **Insured Person** admits to Hospital due to **Coronavirus Disease 2019 (Covid-19)** after receiving **Coronavirus Disease 2019 (Covid-19) Benefit without Hospitalisation** from **Us**, **We** will pay the difference between **Hospital Allowance Benefit** and **Coronavirus Disease 2019 (Covid-19) Benefit without Hospitalisation** under the **Schedule of Benefits** to **You**.

Coronavirus Disease 2019 (Covid-19) Benefit

Pays the Policyholder cash allowance as per amount specified in the Schedule of Benefits upon diagnosis of **Coronavirus Disease 2019 (Covid-19)** and the **Insured Person** is not hospitalised for the condition.

Funeral Expenses Benefit

Pays the Policyholder or its legal representative the stated sum as specified in the Schedule of Benefits in respect of death of the **Insured Person**. Death shall be established by an official Death Certificate.

SCHEDULE OF BENEFITS

		PLAN TYPE		
	BENEFIT #	PLAN 1000	PLAN 2000	PLAN 3000
A	Hospital Allowance Benefit due to respiratory disease and/or Coronavirus Disease 2019 (Covid-19)	RM1,000	RM2,000	RM3,000
B	Coronavirus Disease 2019 (Covid-19) Benefit without Hospitalisation	RM500	RM1,000	RM1,500
C	Funeral Expenses for death due to Respiratory Disease and/or Coronavirus Disease 2019 (Covid-19)	RM5,000	RM5,000	RM5,000
	ANNUAL PREMIUM* (subject to RM10 Stamp Duty)	RM88.00	RM155.00	RM218.00

*The Annual Premium is not guaranteed and subject to change at **Our** discretion.

The **Hospital Allowance Benefit** and **Coronavirus Disease 2019 (Covid-19) Benefit** are mutually exclusive.

DEFINITION

We/Us/Our

Tokio Marine Insurans (Malaysia) Berhad.

Policyholder

The Insured named in the Schedule/Certificate of Insurance.

Contract Owner/You/Your

The person named in the Schedule/Certificate of Insurance as the owner.

Insured Person

The person who is named in the Policy as the life being insured/covered.

Respiratory Disease

A type of disease that affects the organs of Lungs and Trachea and shall exclude conditions affecting the organs related to Nose, Pharynx and Larynx.

Coronavirus Disease 2019 (Covid-19)

An infectious disease caused by Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2; formerly called 2019-nCoV).

Coronavirus Disease 2019 (Covid-19) Test

Reverse Transcription Polymerase Chain Reaction (RT-PCR) test, serum test or any approved clinical test by the Ministry of Health.

Commencement Date

The date set out in the Insurance Schedule from when the insurance plan under this Policy becomes effective.

Physician

A registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his/her licensing and training in Malaysia, and duly registered with Malaysian Medical Council to practice medicine, but excluding a doctor, physician or surgeon who is the claimant himself/herself.

Hospital

A registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:

- i) 24-hour nursing services by registered and graduate nurses;
- ii) Diagnostic and major surgery; and
- iii) Under the supervision of a physician.

A Hospital is expressly NOT:

- i) Primarily a clinic;
- ii) A convalescent, nursing or rest home;
- iii) A rehabilitation centre for alcoholics or drug addicts; or
- iv) A home for the elderly or infirmed.

Hospitalisation

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, and for a minimum of twenty (24) hours. We reserve the right to determine whether the Hospitalisation is for a Medically Necessary treatment in consultation with Our Appointed Medical Doctor.

Pre-Existing Respiratory Conditions

Any Respiratory conditions that the Insured Person has reasonable knowledge of on or before the Commencement Date of this Policy. An Insured Person may be considered to have reasonable knowledge of a **Pre-existing Respiratory Disease Condition** where the condition is one for which:-

- a) the Insured Person had received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

Medically Necessary

A medical service which is: -

- i) consistent with the diagnosis and customary medical treatment for a covered Disability; and
- ii) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; and
- iii) not for the convenience of the Insured Person or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an in-patient); and

- iv) not of an experimental, investigational or research nature, preventive or screening nature, 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; and
- v) for which the charges are fair, reasonable and customary for the covered Disability; and
- vi) to provide treatment directly related to the covered Disability.

Waiting Period

We will not reimburse **You** for any benefit if Insured Person is diagnosed with **Coronavirus Disease 2019 (Covid-19)** or Hospitalised for any **Respiratory Disease** within first 14 days from the Commencement Date of this Policy.

EXCEPTIONS

We will not pay any claims resulting directly or indirectly due to the following:-

- a) Hospitalisation of any **Respiratory Disease** within 14 days from the Commencement Date of this Policy;
- b) Insured Person has been diagnosed **Coronavirus Disease 2019 (Covid-19)** within 14 days from the Commencement Date of this Policy;
- c) Hospitalisation of any Pre-Existing **Respiratory Disease** within 90 days from the Commencement Date of this Policy;
- d) Respiratory Disease that is not been diagnosed by a Physician who is duly registered with Malaysian Medical Council;
- e) Insured Person does not require hospitalization for Respiratory Disease condition;
- f) Any accidental injury or sickness/illness other than **Respiratory Disease** and/or **Coronavirus Disease 2019 (Covid-19)**;
- g) More than one **Respiratory Disease** claim is submitted within a policy year excluding **Funeral Expenses**;
- h) Insured Person who has been diagnosed and is with or without treatment with Cancer and AIDS/HIV;
- i) Any conditions affects the organs related to:
 - i) Nose;
 - ii) Pharynx;
 - iii) Larynx.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such meaning wherever it may appear.

1. ALTERATIONS

We reserve the right to change the terms and conditions of this Policy. 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.

2. CANCELLATION

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

Period not exceeding	Refund of Annual Premium
15 days (for renewal only)	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%
Exceeding 11 months	No refund

3. CLAIMS PROCEDURE

Upon the happening of an event which may give rise to a claim under this Policy, **You** are required to furnish us the following:

- i) for claiming on **Hospital Allowance Benefit**, Physician's report stipulating the diagnosis of the condition treated and the date the condition commenced in the Physician's opinion. We may request copy of the result on **Coronavirus Disease 2019 (Covid-19) Test**, if necessary.

- ii) for claiming on **Coronavirus Disease 2019 (Covid-19) Benefit**, copy of the result on **Coronavirus Disease 2019 (Covid-19) Test** that is been certified by a **Physician** to be positive;
- iii) for claiming on **Funeral Expenses Benefit**, certified copy of Death Certificate is required.
- iv) for all benefits, copy of claim form, copy of itemized Hospitalisation bills, copy of diagnostic test and proof of identity of Insured Person. We may request copy of Hospitalisation receipts, if necessary.

You must submit the above document to **Us** at **Yours** or **Your** legal representative's expense within 30 days upon diagnosis of condition.

4. **CONDITION PRECEDENT TO LIABILITY**

The due observance and fulfillment of the Terms and Conditions and Endorsements of this Policy insofar as they relate to anything to be done or not to be done by **You** shall be conditions precedent to any of **Our** liability to make any payment under this Policy.

5. **COOLING-OFF PERIOD**

If this Policy shall have been issued and for any reason whatsoever **You** shall decide not to take up the Policy, **You** may return the Policy to **Us** for cancellation provided such request for cancellation is delivered by **You** to **Us** within fifteen (15) days from the date of delivery of the Policy. **You** are entitled to the return of the full premium paid less deduction of medical expenses incurred by **Us** and void the Policy.

6. **DISCHARGE OF LIABILITY**

Your receipt or **Your** legal personal representative's receipt to whom any benefit is expressed to be payable, shall in all cases effectively discharge **Our** liability.

7. **INTERESTED PARTIES**

We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat **You** as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim or interest in the Policy.

8. **MISREPRESENTATION / FRAUD**

We will not pay any claim under this Policy which is in any way fraudulent or if there is any misstatement made by **You** or any one acting on behalf of **You** at the time of Proposal. **We** will cancel all covers under the Policy immediately if the claim is dishonest or fraudulent in any way, in which case no refund of premium will be allowed, and **We** reserve the right to notify the police of any such claim.

9. **MULTIPLE POLICY**

If there is more than one Policy effected by **Insured Person** concurrently, **We** will only pay **You** the benefits under the Policy with the highest benefit. **We** will terminate the other policies and a refund of the premium will be allowed by sending fourteen (14) days' notice by registered letter to **Your** last known address.

10. **NOTICE**

Every notice or communication to be given or changes to the Policy shall be communicated to **Us** in writing. No alteration in the terms of this Policy and no endorsement hereon or addition hereto will held valid unless the same is made and signed by **Us**.

11. **PERIOD OF COVER AND RENEWAL**

This Policy shall become effective as stated in the Schedule/Certificate. The Policy Anniversary shall be one year after the **Commencement Date** and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time as notified by **Us**.

Any subsequent revision of premium rates for the Portfolio will be notified to the Insured thirty (30) days prior to the renewal of Policy

This Policy is renewable at **Our** option. Application for change of benefits can only be made on renewal and is subject to acceptance by **Us** upon renewal.

12. **SANCTION LIMITATION AND EXCLUSION CLAUSE**

We shall not be deemed to have provided any insurance cover and/or shall not be liable to pay any claim or provide any benefit pursuant to the Policy, including but not limited to, making any cancellation or refund under the Policy, to the extent that the provision of such insurance cover and/or the payment of such claim and/or the provision of such benefit and/or the making of such payments, would expose **Us** to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

13. **SCHEDULE 9 OF FSA**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Policyholder/ Insured or Insured Person's proposal form (or when they applied for this insurance) and any other disclosures made by the Policyholder/ Insured or Insured Person between the time of submission of their proposal form (or when they applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Policyholder/ Insured or Insured Person shall form this Policy is issued in consideration of the payment of premium as specified in the Policy schedule and pursuant to the answers given in the Policyholder/ Insured or Insured Person's proposal form (or when they applied for this insurance) and any other disclosures made by the Policyholder/ Insured or Insured Person between the time of submission of their

proposal form (or when they applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Policyholder/ Insured or Insured Person shall form part of this contract of insurance between the Policyholder/ Insured or Insured Person and Us. However, in the event of any pre-contractual misrepresentation made in relation to the Policyholder/ Insured or Insured Person's answers or in any disclosures given by them, 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 the Policyholder/ Insured or Insured Person and Us.

THE FOLLOWING WARRANTIES/CLAUSES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY

AGE ELIGIBILITY

This Policy covers **Insured Person** from age next birthday of 16 years old to 55 years old.

NOMINATION CLAUSE

It is hereby declared and agreed that the Nominee appearing in the Schedule/Certificate of Insurance has been nominated in accordance with Schedule 10 of the Financial Services Act 2013.

SERVICE TAX CLAUSE

In compliance with the implementation of Service Tax on 1 September 2018 ("Effective Date"), it is hereby declared that **We** are required to charge **You** and **You** are liable to pay **Us** the Service Tax due on policies commencing on and after the Effective Date and the pro-rated premium for the period of the Policy that spans over the Effective Date. The obligation to pay Service Tax shall form part of the terms and conditions of the Policy.

NOTICE TO ALL POLICYHOLDER

If **You** have any complaints or feedbacks, **You** may call or write to our Customer Engagement Centre (Complaints Unit) at letusknow@tokiomarine.com.my or 1800 88 0812. / *Jika anda mempunyai sebarang aduan atau maklumbalas, sila menghubungi unit aduan kami melalui letusknow@tokiomarine.com.my atau 1800 88 0812.*

(Regarding Ombudsman for Financial Services and Customer Service Bureau)

The following are authorized to oversee public enquiries and complaints on insurance related matters. **You** can contact them for assistance at :

Ombudsman for Financial Services

(formerly known as Financial Mediation Bureau)

Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel No:03-2272 2811
Fax No:03-2272 1577

Pengurus

Customer Service Bureau,
Jabatan Pengawalan Insurans,
Bank Negara Malaysia,
Jalan Dato' Onn,
50480 Kuala Lumpur
Tel No: 03-2698 8044

Business hours: Monday to Friday (8.30am to 5.30pm)

Website: www ofs.org.my

IMPORTANT NOTICE

- 1) **You** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with **Your** wishes, advice shall be given to **Us** immediately and the Policy returned for attention.
- 2) If **You** require the Bahasa Malaysia version, please refer to **Your** insurance intermediary or contact **Us** directly for a copy.