HOSPITALISATION AND SURGICAL SCHEME FOR FOREIGN WORKERS (SPIKPA)

WHEREAS the Policyholder / Insured Person by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance, any sickness, disease illness or accidental injury necessitates the Insured Person to be confined to a Malaysian Government Hospital for treatment, the Company will subject to the terms, provisos, exclusions and conditions of and endorsed on this Policy, pay to the Insured / Insured Person or his legal personal representatives the sum or sums stated in the Schedule of Benefits.

Provided always that 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 consent of the Company.

Definitions:

ACCIDENT shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

ANY ONE DISABILITY shall mean all of the periods of disability arising from the same cause including any and all complications there from except that if the Insured Person completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice from the conditions) of the disability for at least 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.

DISABILITY shall mean a Sickness, Disease, IIIness or the entire Injuries arising out of a single or continuous series of causes.

CONGENITAL CONDITIONS shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the insured was continuously covered under this Policy.

DAY shall mean the definition of a charging day adopted by the Malaysian Government Hospital concerned.

DAY SURGERY shall mean a patient who needs the use of a recovery facility for a surgical procedure on a pre-planned basis at the hospital/specialist clinic (but not for overnight stay)

DOCTOR or PHYSICIAN or SURGEON shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Insured Person himself.

HOSPITAL CONFINEMENT shall mean the Insured Person being duly registered and admitted as an in-patient in a Malaysian Government Hospital for more than twelve (12) hours.

HOSPITAL shall mean an establishment duly constituted and registered as a non-corporatized Malaysian Government Hospital for the care and treatment of sick and injured persons, and which:-

(a) has organized facilities for diagnosis, treatment and major surgery;
(b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
(c) is under the supervision of a Physician; and
(d) is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home for the aged and similar establishment.

MALAYSIAN GOVERNMENT HOSPITAL shall mean a hospital which charges of services are subject to the Fees Act 1951 Fees (Medical) Order 1982 and/or its subsequent amendments if any.

SICKNESS, DISEASE OR ILLNESS shall mean a physical condition marked by a pathological deviation from the normal healthy state.

INJURY shall mean bodily injury caused solely by accident.

POLICYHOLDER shall mean a person or corporate entity who has applied for this insurance from the Company and who is an employer or bona fide foreign workers.

INSURED PERSON shall mean the Eligible Person having accepted by the Company to participate in the Scheme as described in the Policy Schedule.

ELIGIBLE PERSON shall mean the present and future full-time foreign worker employees of the Policyholders who are between eighteen (18) to sixty (60) years of age and who are bona fide holders of valid work permits/Pas Lawatan Kerja Sementara issued by the relevant Malaysian government authority.

INTENSIVE CARE UNIT shall mean a section within the Malaysian Government Hospital which is designated as an Intensive Care Unit by the Malaysian Government 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 Malaysian Government Hospital.

OVERALL ANNUAL LIMIT shall mean benefits payable in respect of expenses incurred for treatment provided to the Insured Person during the period of insurance shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of type/types of disability. In the event the Overall Annual Limit having been paid, all insurance for the Insured Person hereunder shall immediately cease to be payable for the remaining policy year.

PRE-EXISTING ILLNESSES shall be limited to disabilities which existed before the effective date of cover and for which the Insured Person should have reasonably been aware of. An Insured Person may be considered to have reasonable knowledge of a pre-existing 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.

REASONABLE AND CUSTOMARY CHARGES shall mean charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Insured Person's medical condition.

SPECIFIED ILLNESSES shall mean the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days of Insurance of the Insured Person:-

(a) Cardiovascular disease;
(b) All cancers.

SURGERY shall mean any of the following medical procedures:-

(a) To incise, excise or electrocauterize any organ or body part, except for dental services.
(b) To repair, revise, or reconstruct any organ or body part.
(c) To reduce by manipulation a fracture or dislocation.
(d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder or urethra.

POLICY shall mean this agreement together with any endorsements therein, signed by the Company, the Policy Schedule attached hereto and the application form of the Insured Person all of which shall constitute the entire contract between the parties.

PERIOD OF INSURANCE shall mean the period specified in the Policy Schedule and during which the Insured Person is in immediate employment of the Insured or until the cessation of the work/employment permit whichever is the earlier BUT EXCLUDING the period when the Insured Person returns to his/her home country. Cover ceases from the time he/she leaves Malaysia and resumes upon his/her return to Malaysia. The territorial limit of this Policy is within Malaysia only.

Descriptions of Benefits

Daily Hospital Room and Board (Maximum up to thirty (30) days)
Reimbursement of the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the Malaysian Government Hospital during the Insured Person's confinement, but in no event shall the benefit exceed, for any one day, the rate of Room and Board Benefit, and the maximum number of days as set forth in the Schedule of Benefits. The Insured Person will only be entitled to this benefit while confined to a Hospital as an in-patient.

Intensive Care Unit (Maximum up to fifteen (15) days)
Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement as an in-patient in the Intensive Care Unit of the Malaysian Government Hospital. This benefit shall be payable equal to the actual charges made by the Malaysian Government Hospital subject to the maximum benefit for any one day, and maximum number of days, as set forth in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum set forth in the Schedule of Benefits, reimbursement will be restricted to the standard Daily Hospital Room and Board rate. No Hospital Room and Board Benefits shall be paid for the same confinement period where the Daily Intensive Care Unit Benefits is payable.

Hospital Supplies and Services
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, basal metabolism test, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma whilst the Insured Person is confined as an in-patient in a Malaysian Government Hospital, up to the amount stated in the Schedule of Benefits.

Operating Theatre
Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure not exceeding the limits as set forth in the Schedule of Benefits.

Surgical Fees
Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists during confinement in hospital. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

Anaesthetist Fees
Reimbursement of the Reasonable and Customary Charges by the Anaesthetist for the Medically Necessary administration of anaesthesia not exceeding the limits as set forth in the Schedule of Benefits.

In-Hospital Physician Visits (Maximum up to thirty (30) days)
Reimbursement of Reasonable and Customary Charges by a Physician for Medically Necessary visiting an in-paying patient while confined for a non-surgical disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days and amount as set forth in the Schedule of Benefits.

In-Hospital Specialist Consultation Visits (Maximum up to thirty (30) days)
Reimbursement of the Reasonable and Customary Charges for the consultation by a legally licensed and qualified Medical Specialist, which is recommended by a Physician because of illness or injury while confined in hospital. The total amount payable shall not exceed the maximum specified in the Schedule of Benefits for Any One Disability.

Ambulance Fees/Medical Reports Fees
Reimbursement of Reasonable and Customary Charges incurred for necessary domestic ambulance service (inclusive of attendants) to and/or from the Malaysian Government Hospital. Payment will not be made if the Insured Person is not hospitalized and subject to the limits as set forth in the Schedule of Benefits. Under this benefit, the Company shall also reimburse the Insured the cost of obtaining medical report(s) but only if such reports are specifically required by the Company for its processing of claims.

Special Provisions

PERSON ELIGIBLE
Eligible Persons for insurance under this Policy are those present and future full-time foreign worker employees of Policyholder who are actively engaged at their usual work on the date the persons are eligible to join the Policy.

Present foreign worker employees will be eligible to participate in the insurance on the commencement date of the Policy. Future foreign worker employees will be eligible to participate in the insurance according to the date mentioned in the application form.

If a foreign worker employee is not actively engaged at his/her usual work on the date he/she would otherwise be eligible in accordance with the abovementioned requirement, his/her eligibility date will be deferred to the first (1st) day of the month immediately following his/her return to active full-time work.

PERIOD OF COVER AND RENEWAL
This Policy shall become effective as for 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 as notified by the Company.

GEOGRAPHICAL TERRITORY
All benefits provided in this policy are applicable within Malaysia only for twenty-four (24) hours a day.

LIMITATION OF BENEFITS
All benefits provided in this Policy are only payable in the event the Insured Person is confined in a non-corporatised Malaysian Government Hospital.

Exclusions

This contract does not cover any hospitalization, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-existing illness. However, this exclusion is waived in the event the Insured Person passes the medical examination as confirmed by Fomema Sdn. Bhd. (FOMEMA) within 30 days from the Insured Person's arrival to Malaysia.

2. Specified IIInesses occurring during the first one hundred and twenty (120) days of continuous cover.

3. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.

4. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Insurance.

5. Private nursing, rest cures or sanitaria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immunodeficiency Syndrome) or ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) related diseases, and any communicable diseases requiring quarantine by law.

6. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.

7. Pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.

8. Hospitalization primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.

9. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.

10. 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.

11. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.

12. Expenses incurred for donation of any body organ by an Insured Person and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.

13 Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aromatherapy or other alternative treatment.

14. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Insured Person and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract.

15. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).

16. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items.

17. 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.

18. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.

19. Expenses incurred for sex changes.

General Conditions

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

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

CONDITION PRECEDENT TO LIABILITY
The due observance and the fulfillment of the terms, provisions and conditions of this Policy by the Insured and the Insured Persons and in so far as they relate to anything to be done or complied with by the Insured and Insured Persons shall be conditions precedent to any liability of the Company.

MISREPRESENTATION/FRAUD
If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

PREMIUM
During the Period of Insurance, the premium for insurance under this Policy is not guaranteed. The Company shall have the right to change the rate at which premiums shall be calculated, at the start of any Policy Year, provided that the Company notifies the Insured Person at least ninety (90) days in advance of the date such premium is due.

CLAIM PROCEDURES

(a) The Insured shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not 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.

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

(c) Upon completion of submission of all relevant documents, the reimbursement of the claims shall be made within thirty (30) working days by the Company.

CANCELLATION
This Policy may be cancelled by the Policyholder at any time by giving a written notice to the Company; and provided that no claims have been made during the current policy year, the Policyholder shall be entitled to a refund of the premium as follow:-

Period Not Exceeding	Refund of Annual Premium
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

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

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

TERMINATION OF INDIVIDUAL INSURANCE
The insurance of any one Insured Person shall terminate on the earlier happening of the following events:-

(a) upon expiration of the Insured Person's work permit or upon the termination of the employment contract between the Policyholder and the Insured Person named in the Schedule, or
(b) from the date of the Immigration Department's Letter of Discharge, or
(c) on the death of the Insured Person, or exhaustion of the Overall Annual Limit for that particular Insured Person, or
(d) on the Policy Anniversary immediately following the 60th birthday of the Insured person, or
(e) on the date when premium payments for the Insured Person's insurance are discontinued due to any cause, or
(f) on the date of termination of the Policy by either the Policyholder or the Company, or
(g) at the mid-night standard Malaysian time on the last day of the Period of Insurance unless the Insured Person is confined to a Government Hospital at such time. If this being the case, the time of termination shall be extended to:

    (i) the time the Insured Person is discharged from the Government Hospital; or
    (ii) the time the Overall Annual Limit shall have been exhausted whichever is the first to occur.

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

GRACE PERIOD
Notwithstanding the Cash before Cover condition, a Grace period of fourteen (14) days from its due date will be allowed for payment of each premium after the first Policy Year. During such fourteen (14) days, the Company shall remain liable there under if by the last of such days, the premium is actually paid.

If any premium is not paid in respect of this Policy Contract before the end of the Grace period, this Policy Contract shall be deemed as terminated at the expiry date of the policy.

IMPORTANT
The Policyholder shall read this Policy carefully and if any error or misdescription be found herein, or if the cover were not in accordance with the wishes of the Policyholder, advice should at once be given to the Company and the Policy returned for attention

SCHEDULE OF BENEFITS (ANY ONE DISABILITY)

ITEM	BENEFITS	AMOUNT (RM)
1(a) 1(b) 2. 3. 4. 5. 6. 7. 8.	Daily Hospital Room & Board (Maximum up to 30 days) Intensive Care Unit (Maximum up to 15 days) Hospital Supplies and Services Operating Theatre Surgical fees (Excluding organ transplantation) Anaesthetist Fees In-Hospital Physician Visits (Maximum up to 30 days) In-Hospital Specialist Consultation Visits (Maximum up to 30 days) Ambulance Fees/Medical Report Fees	As charged – in accordance to charges consistent with third (3rd) Class Room & Board to a maximum of RM60 per day, in a Non-Corporatised Malaysian Government Hospital in conformance to the charges specified under Fees Act 1951, Fees (Medical) Order 1982.
Maximum Overall Annual Limit (Items 1-8)		**RM10,000.00**

IMPORTANT NOTE:
All benefits payable for any number of disabilities in any one given period of Insurance is subject to the Overall Annual Limit of RM10,000.00 per Insured Person.

IMPORTANT NOTICE

The Financial Mediation Bureau (FMB and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress againts unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Policy Owner who is not satisfied with the decision of the senior management of a Insurance Company, may write to the "Mediator, Insurance & Takaful Division of FMB". giving details of the dispute, the name of the Insurance Company and the Certificate number.

Copies of the correspondence between the Policy Owner and the Insurance Company may be sent to facilitate tracing the case file kept by the Takaful Company.

If the Mediator makes an award against a Insurance Company, the Policy Owner is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Certificate Owner decision.

There is no appeal procedure within the FMB. If the Policy Owner does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.
The contact address is as follows:

FINANCIAL MEDIATION BUREAU (FMB)
Level 25 Blok Utama,
Dataran Kewangan Darul Takaful
No. 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur.
Tel : 03 - 2272 2811
Fax : 03 - 2274 5752
Website : www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB
Any Policy Owner or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policy Owner or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.
The contact details are as follows:

Jabatan Konsumer dan Amalan Pasaran
Tingkat 8B
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Tel : 03 – 2698 8044
Faks : 03 – 2694 5986
Website : www.bnm.gov.my

Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head,
Feedback Centre,
4 th Floor, Tower C, Dataran Maybank,
No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to:
T+603 2297 3888
F+603 2297 3800
E info@etiqa.com.my
www.etiqa.com.my
Etiqa Oneline **1300 13 8888**