

HONG LEONG ASSURANCE BERHAD

ACTIVE LIFESTYLE PROTECTOR

SCHEDULE OF BENEFITS

No.	Benefit	Plan		
		Deluxe	Premier	
		RM	RM	
1	Compassionate Allowance Benefit (upon death of Life Assured only):			
	Event Location: Malaysia	Natural causes	5,000	10,000
		Accidental causes	25,000	50,000
	Event Location: Overseas	Natural causes	10,000	20,000
Accidental causes		50,000	100,000	
2	No Claim Bonus	70% of Total Premiums Paid based on monthly mode of payment for this Basic Policy	100% of Total Premiums Paid based on monthly mode of payment for this Basic Policy	
3	Daily Hospitalisation Income Benefit:			
	Admission to a Hospital in Malaysia (limited to 730 days per Any One Disability)	150 per day	300 per day	
	Admission to a Hospital in any Overseas countries (limited to 30 days per Any One Disability)	300 per day	600 per day	
4	Loss of Travel Documents Benefit (limited to 1 claim only per Policy Year)	1,500	3,000	
5	Emergency Medical Evacuation and Repatriation	250,000 per event		

DEFINITION AND INTERPRETATION

In this Policy, unless the context requires otherwise:

“Accident” means 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;

“Administrator” means an individual or institution appointed by the court to distribute the estate of the deceased who died intestate;

“Alteration Effective Date” means the effective date as stated in the Endorsement;

“Annexure” means the Annexure(s), if any, attached to this Policy as specified in the Policy Schedule and the Annexure(s), if any, shall be read as and be deemed to be an integral part of this Policy;

“Any One Disability” means all disabilities arising from the same cause or condition including any

and all complications arising therefrom. If the Life Assured completely recovers and remains free from further Treatment for such Disability (including drugs, medicines, special diet, injections or medical advice) for a continuous period at least ninety (90) days following the latest date of discharge, any subsequent Disability from the same cause or condition shall be considered as though it was a new Disability;

“Assignment” means a transfer of ownership, rights and/or the Benefits under this Policy to any person or corporation;

“Basic Policy” means the Policy contained herein excluding any Annexure;

“Benefit(s)” means the benefit payable by the Company under this Policy and specified as such in the Policy Schedule and Schedule of Benefits of this Policy;

“Bodily Injury/Injury” means injury suffered or caused solely by an Accident or violent, external and visible means and not by Sickness, Disease or gradual physical or mental deformity or infirmity;

“Commencement Date” means the date from which the term of this Policy commences or is deemed to have commenced as per request of the Policy Owner and does not mean the effective date of coverage of the Policy;

“Company/we/us/our” means Hong Leong Assurance Berhad and its lawful assigns and successors in title;

“Congenital Conditions” means 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. Hernias of all types and epilepsy will be considered congenital conditions except when caused by a trauma or any other causes which occur after the Issue Date of the Policy;

“Debt Owed” means any amount due and owing to the Company;

“Designated Plan” means the plan under which the Benefits are granted under this Policy and is as stated in the Policy Schedule or any Endorsement; however if none is so stated, the Designated Plan shall be Deluxe Plan;

“Disability” means a Sickness, Disease, Illness or the entire injuries arising out of a single or continuous series of causes;

“Due Date” means the date for payment of Total Relevant Amount Payable;

“Endorsement” means the endorsement, if any, attached to this Policy modifying, varying or adding any terms or conditions contained in this Policy;

“Hospital” means only an establishment duly constituted and registered as a Hospital for the care and Treatment of sick and injured persons as paying bed-patients, and which:

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

“Hospitalisation” means admission to a Hospital as a registered in-patient for Medically Necessary Treatment for a Disability upon the recommendation of a Medical Practitioner. A patient shall not be considered as an in-patient if the patient does not physically stay in the Hospital for the whole period

of confinement;

“Intensive Care Unit” means 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;

“Issue Date” means the effective date of coverage when the risk or coverage under this Policy commences as stated in the Policy Schedule or Endorsement;

“Legal Representative” means either the lawful executor or Administrator of the estate of the deceased;

“Life Assured” means the person named as such in the Policy Schedule and on whose life the insurance is taken;

“Maturity/Expiry Date” means the date specified as such in the Policy Schedule and beyond which the Policy will no longer be in force and effect if not earlier terminated in accordance with the provisions hereof;

“Medical Emergency” means a severe Disability which:

- (a) results in symptoms which occur suddenly and unexpectedly; and
- (b) requires immediate Physician’s care to prevent death or serious long term impairment of the Life Assured’s health;

“Medically Necessary” means 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 Life Assured or the Physician, and unable to be reasonably rendered out of the Hospital (if admitted as an inpatient);
- (d) not of an experimental, investigational or research nature, preventive or screening nature; and
- (e) for which the charges are fair and reasonable and customary for the Disability;

“Medical Practitioner” means a registered doctor qualified and licensed to practise western medicine in the geographical area of his practice to render medical care and Treatment;

“Nominee” means the person(s) who has/have been nominated by the Policy Owner in the proposal form or nomination form in compliance with the Financial Services Act 2013 to receive the Policy Moneys payable under this Policy upon the death of the Life Assured;

“Non-Participating” means the Policy does not participate in any profits generated from the Company’s life insurance business;

“Overseas” means any jurisdiction outside Malaysia;

“Peril” means the cause of loss to the Life Assured including, but not limited to, thefts, fire and natural disasters;

“Physician” means a Medical Practitioner who is qualified by degree in western medicine and who holds or has held a consultant appointment at a recognized Hospital or who otherwise holds a certificate of specialist accreditation by a competent local medical authority;

“Policy Anniversary Date” means the anniversary of the Policy’s Commencement Date;

“Policy Moneys” means an amount which includes any Benefit, whether pecuniary or not, which is secured under the Policy;

“Policy Owner” means the person who owns this Policy and can exercise all rights, privileges and options available under this Policy;

“Policy Schedule” means the Policy Schedule annexed to this Policy;

“Policy Year” means each period of twelve (12) months commencing from the Commencement Date and, thereafter, from a Policy Anniversary Date;

“Pre-existing Illness” means an Illness/ condition which existed prior to the Issue Date, Alteration Effective Date or any Reinstatement Date of this Policy, whichever is the latest, and that the Life Assured has reasonable knowledge of. A Life Assured may be considered to have reasonable knowledge of a pre-existing Illness/condition where the Illness/condition is one (1) for which:

- (a) the Life Assured 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;

“Reinstatement Date” means the date your application for reinstatement is approved;

“Total Relevant Amount Payable” means the premiums payable together with any applicable Tax (as defined in Government Taxes and/or Statutory/ Regulatory Imposed Charges, Fees etc clause) by the Policy Owner to the Company under this Policy;

“Sickness, Disease or Illness” means a physical condition marked by a pathological deviation from the normal healthy state;

“Specified Illnesses” means the following Disability and its related complications, occurring within the first one hundred and twenty (120) days of the Issue Date, Alteration Effective Date or Reinstatement Date, whichever is the latest:

- (a) Hypertension, diabetes mellitus and cardiovascular Disease;
- (b) All tumors, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;
- (c) All ear, nose (including sinuses) and throat conditions;
- (d) Hernias, hemorrhoids, fistulae, hydrocele, varicocele;
- (e) Endometriosis including Disease of the Reproduction system; and
- (f) Vertebro-spinal disorders (including disc) and knee conditions;

“Surgical” shall mean any of the following medical procedures:

- (a) To incise, excise or electro cauterize 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; and
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestines, urinary bladder, or urethra;

“the Policy” or “this Policy” means the Basic Policy and the Annexure and Endorsement, if any, annexed to this Policy;

“Treatment” means the actual receiving of medical or Surgical care or attention as an inpatient in a Hospital and for all Medically Necessary diagnostic services directly associated with the Disability under Treatment;

“Waiting Period” means the first (1st) thirty (30) days from each of the:

- (a) Issue Date;

- (b) Alteration Effective Date;
- (c) Reinstatement Date; and
- (d) The date the Policy is revived or reinstated for any other reasons.

“You/your” means the Policy Owner. The Policy Owner may be the Life Assured or someone other than the Life Assured.

Wherever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

SECTION A: GENERAL CONDITIONS

1. BASIS OF THE CONTRACT

1.1 This Policy has been issued pursuant to a proposal made by the Policy Owner and in reliance upon:

- (a) the answers given by the Policy Owner and/or the Life Assured in the proposal form for this Policy and any subsequent questionnaire given by the Company in respect of any matter relating to the proposal form for this Policy;
- (b) any disclosure made and/or information given by the Policy Owner and/or the Life Assured from the time of submission of the proposal form for this Policy to the date of issue of this Policy; and
- (c) any information contained in any medical and/or other reports and questionnaires submitted to the Company in relation to this Policy;

(hereinafter referred to collectively as 'the material information')

the material information shall form an integral part of this contract of insurance between the Policy Owner and the Company and shall, together with the terms and conditions of this Policy, constitute the entire contract between the Policy Owner and the Company.

1.2 If the Policy Owner is required by the Company, before the policy is renewed or varied, to answer any specific question, or if the Policy Owner is required to confirm any matter previously disclosed by the Policy Owner to the Company in relation to the Policy, it shall be the duty of the Policy Owner to take reasonable care not to make a misrepresentation when answering any question or confirming any matter previously disclosed.

1.3 If there has been any non-disclosure or misrepresentation of any material fact, this Policy may be voidable at the option of the Company.

2. INCONTESTABILITY

2.1 The Company will not contest the validity of the Policy if it has been in force during the life time of the Life Assured for two (2) full years from the Issue Date unless there has been a fraudulent suppression of a material matter or a material fact in the proposal form for this Policy.

3. MISSTATEMENT OF AGE

3.1 The age stated in the Policy Schedule or any Endorsement should be the age at the last birthday of the Life Assured at the Commencement Date. This age is based on the date of birth stated in the proposal form for this Policy.

3.2 If the age of the Life Assured has been misstated, any Benefit payable under this Policy will be adjusted in accordance with the Financial Services Act 2013.

3.3 If the Life Assured was not eligible to be covered by this Policy because of his true age, the Company will avoid the Policy and refund to the Policy Owner any Total Relevant Amount Payable which has been paid without interest less any expenses which may have been

incurred by the Company for any medical examination of the Life Assured.

- 3.4 If the Company has not previously verified or confirmed the age of the Life Assured to be correct, the Company has the right to require proof of the age of the Life Assured before making any payment under this Policy.

4. MISSTATEMENT OF SEX

- 4.1 The sex of the Life Assured as stated in the Policy Schedule or any Endorsement is believed to be the true sex of the Life Assured.

- 4.2 If the sex of the Life Assured has been misstated, any Benefit payable under this Policy will be adjusted to such as would have been payable if the true sex had been stated.

- 4.3 If the Life Assured was not eligible to be covered by this Policy because of the Life Assured's true sex, the Company will avoid the Policy and refund to the Policy Owner any Total Relevant Amount Payable which has been paid without interest less any expenses which may have been incurred by the Company for any medical examination of the Life Assured.

5. OWNERSHIP

- 5.1 The owner of this Policy is the Policy Owner as specified in the Policy Schedule or any Endorsement issued from time to time on change of ownership. During the lifetime of the Life Assured, and subject always to any applicable law, only the Policy Owner has the right to exercise any right or privilege in respect of this Policy.

6. NOMINATION

- 6.1 Subject to all applicable laws, the Policy Owner may nominate a person or persons to receive the moneys payable upon death under this Policy. If the Policy Owner is not a Muslim, his nomination will create a trust of those moneys in favour of his Nominee if his Nominee is his spouse and/or child or, if the Policy Owner has no spouse and child living at the time of the nomination, his Nominee is his parent.

- 6.2 While this Policy is in force and subject to all applicable laws, the Policy Owner may, by filing written notice to the Company, change his Nominee; such change will be effective only if it is duly recorded by the Company.

7. PAYMENT OF PREMIUMS

- 7.1 Total Relevant Amount Payable are payable at the Company's head office or branch offices or via such other method as may be notified by the Company from time to time in writing at or before the time specified in the Policy Schedule or any Endorsement. The Company has not authorised any person to collect Total Relevant Amount Payable on its behalf and any person, other than an employee of the Company, to whom the Policy Owner may pay Total Relevant Amount Payable for onward payment to the Company is deemed to be a sales intermediary of the Policy Owner.

- 7.2 No receipt shall be valid for any Total Relevant Amount Payable received unless issued under the authority of the Company.

- 7.3 It is the obligation of the Policy Owner to ensure that Total Relevant Amount Payable which are payable for this Policy are duly paid when due; the Company has no obligation to send any reminder or notice to the Policy Owner in respect of any Total Relevant Amount Payable which are due to be paid. For the avoidance of doubt and notwithstanding anything herein to the contrary, Total Relevant Amount Payable payments shall be made payable to **HONG LEONG ASSURANCE BERHAD** only.
- 7.4 This Policy will be in full force and effect provided always that Total Relevant Amount Payable are received by the Company yearly in advance; however, in cases where the Policy Owner chooses to pay Total Relevant Amount Payable on a half-yearly, quarterly or monthly basis, and upon the occurrence of a claim giving rise to the termination of Policy, any installment remaining unpaid which is necessary to complete the full Total Relevant Amount Payable for that Policy Year shall be first deducted from the amount of the claim and only the balance or net amount of the Benefit, if any, will be paid.

8. GRACE PERIOD

- 8.1 A thirty (30) days' grace period (hereinafter "Grace Period") shall be allowed for the payment of renewal Total Relevant Amount Payable. The Policy shall remain in force during the Grace Period. In the event the Total Relevant Amount Payable is not paid within the Grace Period, the Policy shall forthwith lapse upon the expiry of the Grace Period and Total Relevant Amount Payable paid shall be forfeited to the Company. If the Policy has acquired a cash surrender value, the cash surrender value will be paid to the Policy Owner upon expiry of the Grace Period.
- 8.2 If any claim arises during the Grace Period before the Total Relevant Amount Payable is paid, the claim which is payable in accordance with the provisions of this Policy is subject to prior deduction of such unpaid Total Relevant Amount Payable due and only the balance or net claim amount, if any, will be paid.

9. REINSTATEMENT

- 9.1 The Policy Owner may apply to the Company to reinstate a lapsed Policy within twenty-four (24) months from the Due Date of the first unpaid Total Relevant Amount Payable. The reinstatement of a lapsed Policy is subject to the payment of outstanding Total Relevant Amount Payable with interest chargeable, evidence of insurability being produced to the satisfaction of the Company and the fulfillment of any requirements or terms and conditions as may be deemed necessary at the sole and absolute discretion of the Company.

10. CANCELLATION OF POLICY

- 10.1 Upon cancellation of this Basic Policy at the Policy Owner's request PROVIDED THAT no claim from this Basic Policy has been approved prior to cancellation, the cash surrender value of the Basic Policy, if any, shall be payable to the Policy Owner.

The original copy of this Policy must be produced at the Head Office of the Company for cancellation and Endorsement.

11. PREMIUM DEDUCTION AT CLAIM

- 11.1 The Company shall deduct any Total Relevant Amount Payable due and unpaid at the date of

a claim giving rise to the termination of Policy for the full Policy Year from the proceeds payable under the Policy.

12. WAITING PERIOD

- 12.1 No Benefits shall be payable during the Waiting Period except where the Hospitalisation/ Disability is due to injuries caused by an Accident and Compassionate Allowance Benefit.

13. ALTERATION

- 13.1 No alteration or waiver of any provision in the Policy shall be valid unless such variation or waiver is made by an Endorsement and signed by the Company's authorised officer. The Company may request for the Policy to be sent to the Company to effect the Endorsement. No sales intermediary of the Company has the authority to make any alteration to or to waive any of the terms and conditions in the Policy.

14. GOVERNING LAW

- 14.1 This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the parties hereto submit to the exclusive jurisdiction of the courts of Malaysia.

15. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

- 15.1 For the purpose of this Clause:

“Tax” means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax (“GST”) and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

“Appropriate Authority” means any government or taxing authority.

- 15.2 The premium and all other monies to be paid by the Policy Owner to the Company under this Policy, including any amount representing reimbursements to be paid by the Policy Owner to the Company, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- 15.3 In the event that the Policy Owner is required by law to make any deduction or withholding from the premium and/or all other monies payable to the Company under this Policy in respect of any Tax or otherwise, the sum payable by the Policy Owner in respect of which the deduction or withholding is required shall be increased so that the net premium and/or the net amount of monies received by the Company is equal to that which the Company would otherwise have received had no deduction or withholding been required or made.
- 15.4 The Policy Owner shall in addition to the premium and all other monies payable, pay to the Company all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Company to cover any Tax payments/liabilities/obligations in connection

therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Policy Owner directly to any Appropriate Authority, which the Policy Owner shall remit directly to the Appropriate Authority.

- 15.5 If at any time an adjustment is made or required to be made between the Company and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this Policy by the Company, a corresponding adjustment may at the Company's discretion be made as between the Company and the Policy Owner and in such event, any payment necessary to give effect to the adjustment shall be made.
- 15.6 All Tax as shall be payable by the Policy Owner to the Company as herein provided shall be paid at such times and in such manner as shall be requested by the Company, failing which the Policy Owner shall pay to the Company interest at the rate of ten per centum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.
- 15.7 The Policy Owner hereby agrees to do all things reasonably requested by the Company to assist the Company in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Policy, the Policy Owner agrees to provide its fullest cooperation to the Company in assisting the Company in complying with its obligations under the relevant laws.
- 15.8 The Policy Owner shall indemnify the Company and shall hold the Company harmless from any liability arising as a result of any breach of obligation on the part of the Policy Owner to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in this Policy requires the Company to pay any amount of fine, penalty, interest or other amount for which the Policy Owner is liable for.
- 15.9 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this Policy has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

16. CURRENCY

- 16.1 All amounts payable either by the Policy Owner to the Company or by the Company pursuant to this Policy shall be made in the currency as shown in the Policy Schedule.

17. RESIDENCE, TRAVEL AND OCCUPATION

- 17.1 This Policy issued shall be free from restrictions in relation to residence, occupation or travel.

18. CONDITION PRECEDENT TO LIABILITY

- 18.1 The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or not to be done by the Policy Owner shall be conditions precedent to any liability of the Company to make any payment under this Policy.

19. AMOUNTS DUE TO THE COMPANY

19.1 The Company before making any payment or refund pursuant to this Policy shall be entitled to deduct any charges or other amounts due to the Company.

20. TERMINATION

20.1 This Policy shall terminate immediately:

- (a) on the day after the Maturity/ Expiry Date;
- (b) upon the death of the Life Assured;
- (c) if the Basic Policy lapses, is surrendered or is otherwise terminated in accordance with the provisions contained in this Policy;

whichever may occur first.

21. ASSIGNMENT

21.1 The Policy Owner may, during the lifetime of the Life Assured, assign this Policy by giving written notice to the satisfaction of the Company at the head office of the Company. The Company shall not be considered to have any knowledge of an Assignment unless the original or a duplicate of the Assignment is deposited at the head office of the Company. The Company does not assume any responsibility for the validity or sufficiency of any Assignment, charge or other dealings in respect of the Policy.

22. FREE LOOK PERIOD

22.1 If the Policy Owner is not satisfied with this Policy for whatever reasons, the Policy Owner may return it to the Company directly by hand, by registered post or electronically within fifteen (15) days from the date of delivery of the Policy to the Policy Owner.

22.2 Upon the return of this Policy, the Company shall refund to the Policy Owner any Total Relevant Amount Payable which has been paid without interest less any expenses which may have been incurred by the Company for any medical examination of the Life Assured.

22.3 Upon the refund to the Policy Owner, this Policy will be deemed to have been cancelled and the Company shall cease to be liable to the Policy Owner under this Policy.

23. SEVERABILITY

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

24. NON - PARTICIPATING POLICY

24.1 This Policy shall not participate in the profits of the Company.

25. NON FORFEITURE OPTIONS

- 25.1 After this Policy has acquired a cash surrender value, the Policy Owner may, at any time while the Policy is still in full force and effect and within the Grace Period, elect to surrender this Policy by giving a written notice to the Company.
- 25.2 The cash surrender value provided no claim has been approved prior to the application of surrender would be payable to the Policy Owner and is subject to deduction of any debt due and owing to the Company (if any). The Company reserves its right to defer cash surrender value payment to the Policy Owner for a period not exceeding six (6) months from the date the Company receives the Policy Owner's notice for surrender.

26. POLICY LOAN

- 26.1 Policy Loan is not applicable in this Policy.

27. SETTLEMENT OF POLICY PROCEEDS

- 27.1 Before any proceeds are paid out under this Policy, the following evidence shall be required to be produced to the Company:
 - (a) the original of the Policy;
 - (b) all relevant forms supplied by the Company, duly completed;
 - (c) proof of title of the person claiming payment;
 - (d) proof of the happening of the insured event provided for in this Policy; and
 - (e) proof of the age of the Life Assured.

The production of the above evidence shall be to the satisfaction of the Company and shall be procured at the sole expense of the Policy Owner or the person claiming payment.

Payment of proceeds under this Policy is to be made to the Policy Owner or his Legal Representative, where applicable. This Policy shall terminate upon the full settlement by the Company of all proceeds payable pursuant to this Policy.

The Company before making any payments pursuant to this Policy shall be entitled to deduct any charges or other amounts due and owing to the Company under this Policy.

28. NOTICES AND CORRESPONDENCE

- 28.1 Any notices, requests, instructions or correspondences to be given by the Company shall be sent by post, electronic means or any other methods deemed practicable to the Policy Owner to the last known address provided by the Policy Owner to the Company in writing, and such communication shall be conclusively deemed to have been received by the Policy Owner.

29. WAIVER

- 29.1 The Company may, at its absolute discretion and in writing, waive any term and condition

contained in this Policy or grant an indulgences as may be agreed provided that such waiver or forbearance shall not prejudice or affect the rights, powers or remedies of the Company at any time afterwards to act strictly in accordance with the originally agreed terms and conditions and further, such waiver or indulgence shall not prejudice the rights of the Company in respect of any other existing or subsequent breach of any of the terms and conditions aforesaid.

SECTION B : BENEFITS UNDER BASIC POLICY

1. GRANT OF BENEFITS

- 1.1 IN CONSIDERATION of the payment to the Company of the Total Relevant Amount Payable AND PROVIDED ALWAYS that all such Total Relevant Amount Payable have been duly paid AND PROVIDED FURTHER that this Basic Policy is in full force and effect, the Company will pay the Benefits as stated below SUBJECT ALWAYS to the conditions contained in this Basic Policy and any Endorsement.

2. COMPASSIONATE ALLOWANCE BENEFIT

- 2.1 In the event that Life Assured dies due to natural causes or suffers an Accident and dies within three hundred and sixty-five (365) days from the occurrence of the Accident, the Company will pay an amount as shown in the Schedule of Benefits based on the cause of death, event location and Designated Plan in one (1) lump sum to:-

- (a) the Policy Owner, if the Policy Owner and the Life Assured are different individuals;
or
- (b) if the Policy Owner and the Life Assured is the same individual, to the Nominee or if no nomination was made, to the Policy Owner's Legal Representative;

SUBJECT TO the conditions set out in Section C of this Basic Policy and the conditions governing the Basic Policy and as may be endorsed in this Basic Policy.

3. NO CLAIM BONUS

- 3.1 Upon survival of the Life Assured on the Expiry Date of this Basic Policy and PROVIDED THAT no claim has been approved for the entire policy term, the Company will pay an amount as shown in the Schedule of Benefits based on the Designated Plan to the Policy Owner, SUBJECT TO the conditions set out in Section D of this Basic Policy and the conditions governing the Basic Policy and as may be endorsed in this Basic Policy.

4. DAILY HOSPITALISATION INCOME BENEFIT

- 4.1 In the event that the Life Assured shall prior to the Expiry Date of this Basic Policy is admitted to a Hospital in Malaysia for a minimum period of six (6) continuous hours per admission as a result of a Disability, the Company will pay to the Policy Owner a Daily Hospitalisation Income Benefit as specified in the Schedule of Benefits based on the Designated Plan up to a maximum of seven hundred and thirty (730) days per Any One Disability provided that the confinement is Medically Necessary, SUBJECT TO the conditions set out in Section E of this Basic Policy and the conditions governing the Basic Policy and as may be endorsed in this Basic Policy.

- 4.2 In the event that the Life Assured shall prior to the Expiry Date of this Basic Policy is admitted to a Hospital in any Overseas countries for a minimum period of six (6) continuous hours per admission as a result of a Disability, the Company will pay to the Policy Owner a Daily Hospitalisation Income Benefit as specified in the Schedule of Benefits based on the Designated Plan up to a maximum of thirty (30) days per Any One Disability provided that the confinement is Medically Necessary, SUBJECT TO the conditions set out in Section E of

this Basic Policy and the conditions governing the Basic Policy and as may be endorsed in this Basic Policy.

5. LOSS OF TRAVEL DOCUMENTS BENEFIT

- 5.1 In the event that the Life Assured becomes a victim of a Peril while travelling Overseas and loses his/her passport (inclusive of visa, if any), the Company shall upon receipt of satisfactory proof of the happening of the aforesaid event, pay an amount as shown in the Schedule of Benefits based on Designated Plan to the Policy Owner, provided the Life Assured has reported the said incident to the police and home embassy located Overseas within three (3) days from the incident, SUBJECT TO the conditions set out in Section F of this Basic Policy and the conditions governing the Basic Policy and as may be endorsed in this Basic Policy.

6. EMERGENCY MEDICAL EVACUATION AND REPATRIATION

- 6.1 The Company has arranged with an emergency assistance agency to provide for various types of services for the convenience of persons such as the Life Assured. Full description of these services (“the Emergency Services”), which do not constitute a part of this Basic Policy, is contained in separate documentation attached to this Basic Policy. The parties to this agreement hereby acknowledge that the Company is under no contractual or any other obligation to provide or arrange for the provision of the Emergency Services (whether through the Company, its sales intermediary, its independent contractors or otherwise) and that the Emergency Services are provided and/or arranged to be provided for gratuitously and at the sole discretion of the Company and may be discontinued or withheld without notice. Liability under this Basic Policy shall be determined solely in accordance with the terms and conditions of this Basic Policy.

SECTION C : CONDITIONS GOVERNING COMPASSIONATE ALLOWANCE BENEFIT

1. PAYMENT OF BENEFIT

- 1.1 While this Basic Policy is still in full force and effect, upon receipt of the proof of death on the Life Assured due to natural causes or within three hundred and sixty-five (365) days from the occurrence of an Accident, an amount as shown in the Schedule of Benefits based on the cause of death, event location and Designated Plan will be payable in one (1) lump sum.

2. CLAIM NOTIFICATION

- 2.1 The Policy Owner must give written notice within sixty (60) days from the date of death of the Life Assured to make a claim under this Basic Policy. Failure to notify the Company within the time stipulated shall not invalidate any claim if it can be shown that it was not reasonably possible to give such notice earlier and that such notice was given as soon as was reasonably possible to do so.

3. CONDITIONS FOR PAYMENT

- 3.1 Before the Company makes a Compassionate Allowance Benefit payment, the following conditions must be fulfilled to the Company's satisfaction:
- (a) the Company shall be entitled to deduct any charges or amount due and owing to the Company;
 - (b) the production of proof to the satisfaction of the Company of the date of birth of the Life Assured and the Death of the Life Assured and of the circumstances giving rise to the Death of the Life Assured, procured at the sole expense of the Policy Owner or the person claiming payment; and
 - (c) the production of the original copy of this Basic Policy contract and all documents considered necessary by the Company to prove the title of the person claiming payment.

4. EXCLUSION

- 4.1 If the Life Assured whether sane or insane, commits suicide within twelve (12) months from the Issue Date or the Reinstatement Date, whichever is later, this Basic Policy shall forthwith become null and void and the Company shall return free of interest the premiums paid or if there are any monies due and owing to the Company, the balance of the premiums paid (if any) after deducting the amount due.
- 4.2 No Benefit shall be paid for death due to Accident caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:-
- (a) Flying or taking part in any aerial activities except where traveling in an aircraft as a fare-paying passenger and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
 - (b) Self-inflicted Injury, suicide or attempted suicide, provoked murder or assault or being under the influence of drugs/ narcotics/ alcohol of any kind;

- (c) Engaging in or taking part in professional or semi-professional sports;
- (d) Engaging in racing of any kind (other than on foot), mountain or rock climbing necessitating the use of ropes or guides, winter sports, underwater pastimes, water skiing, football, polo, hunting, show jumping, caving, pot-holing, boxing or wrestling;
- (e) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military or usurped power;
- (f) Direct participation in strikes, riots, rebellion, revolution, civil commotion or insurrection;
- (g) Active duty in the armed forces (whether voluntary or otherwise);
- (h) Sickness or disease of any kind caused by or infected by or in any way attributed to virus, parasite, bacteria or any micro-organism including where the virus, parasite, bacteria or micro-organism is introduced and/ or caused by bites of insects or is sexually transmitted;
- (i) Committing or attempting to commit any unlawful act;
- (j) Any injuries as a result of the mental disorder;
- (k) Miscarriage or any complications due to pregnancy;
- (l) Any dental Treatment unless necessitated by Injury covered under this Benefit.

5. POLICY TO CEASE UPON PAYMENT

- 5.1 For the avoidance of doubt, it is hereby declared and agreed that this Basic Policy will cease to be in force and all other Benefits payable under this Basic Policy will not apply or be payable upon the Death of the Life Assured.

SECTION D : CONDITIONS GOVERNING NO CLAIM BONUS

1. PAYMENT OF BENEFIT

- 1.1 While this Basic Policy is still in full force and effect, upon survival of the Life Assured on the Expiry Date of this Basic Policy and PROVIDED THAT no claim has been approved for the entire policy term, the Company will pay an amount as shown in the Schedule of Benefits based on the Designated Plan.

2. CONDITIONS FOR PAYMENT

- 2.1 Before the Company makes a No Claim Bonus payment, the following conditions must be fulfilled to the Company's satisfaction:
- (a) the Company shall be entitled to deduct any charges or amount due and owing to the Company;
 - (b) there is no approved claim for the entire term of the Basic Policy;
 - (c) the production of the original copy of this Basic Policy contract and all documents considered necessary by the Company to prove the title of the person claiming payment.

3. POLICY TO CEASE UPON PAYMENT

- 3.1 For the avoidance of doubt, it is hereby declared and agreed that this Basic Policy will cease to be in force and all other Benefits payable under this Basic Policy will not apply or be payable immediately after the Expiry Date of this Basic Policy.

SECTION E : CONDITIONS GOVERNING DAILY HOSPITALISATION INCOME BENEFIT

1. PAYMENT OF BENEFIT

- 1.1 While this Basic Policy is still in full force and effect, if the Life Assured is admitted to a Hospital in Malaysia for a minimum period of six (6) continuous hours per admission as a result of a Disability, the Company will pay a Daily Hospitalisation Income Benefit as specified in the Schedule of Benefits based on the Designated Plan up to a maximum of seven hundred and thirty (730) days per Any One Disability provided that the confinement is Medically Necessary.
- 1.2 While this Basic Policy is still in full force and effect, if the Life Assured is admitted to a Hospital in any Overseas countries for a minimum period of six (6) continuous hours per admission as a result of a Disability, the Company will pay a Daily Hospitalisation Income Benefit as specified in the Schedule of Benefits based on the Designated Plan up to a maximum of thirty (30) days per Any One Disability provided that the confinement is Medically Necessary.
- 1.3 In the event that the Life Assured travelling aboard for any reason other than for medical Treatment, needs to be confined to a Hospital outside Malaysia as a consequence of a Medical Emergency or upon recommendation of a Physician and with the prior written approval of the Medical Practitioner appointed by the Company, has to be transferred to a Hospital outside of Malaysia because the specialized nature of the Treatment, aid, information or decision required can neither be rendered nor furnished nor taken in Malaysia, the Company shall only be liable for Hospital admission occurring within ninety (90) days of leaving Malaysia for a period not exceeding thirty (30) days per Any One Disability.
- 1.4 In the event of termination or cancellation of this Basic Policy for any reason whatsoever, the liability of the Company under this Basic Policy shall cease on the day of such termination or cancellation. For the avoidance of doubt, in the event that the Life Assured shall be hospitalised before such termination or cancellation, the Company shall only be liable for Daily Hospitalisation Income Benefit prior to the termination or cancellation.

2. CLAIM NOTIFICATION

- 2.1 The Policy Owner must give written notice within six (6) months from the first day of Hospitalisation to make a claim under this Basic Policy. Failure to notify the Company within the time stipulated shall not invalidate any claim if it can be shown that it was not reasonably possible to give such notice earlier and that such notice was given as soon as was reasonably possible to do so.

3. CONDITIONS FOR PAYMENT

- 3.1 Before the Company makes any Daily Hospitalisation Income Benefit payment, the following conditions must be fulfilled to the Company's satisfaction:
 - (a) the Company shall be entitled to deduct any charges or amount due and owing to the Company;

- (b) the Policy Owner must provide adequate medical evidence to the satisfaction of the Company at his own expense. Proof of Hospitalisation must be confirmed by a registered Medical Practitioner. Although proof of the aforesaid Hospitalisation might be accepted by the Company, the Company reserves the right to have the Life Assured examined by any Medical Practitioner engaged by the Company;
- (c) the production of the original copy of this Policy and all documents considered necessary by the Company to prove the title of the person claiming payment;
- (d) it is a condition precedent to any payment of the Daily Hospitalisation Income Benefit that the original copy of this Basic Policy be produced at the head office of the Company for Endorsement.

4. EXCLUSIONS

4.1 The Daily Hospitalisation Income Benefit shall not be payable if is caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- (a) Pre-existing Illness;
- (b) Specified Illnesses;
- (c) Any medical or physical conditions arising within the first thirty (30) days of the Issue Date or Reinstatement Date, whichever is later except for Injury;
- (d) Plastic/Cosmetic surgery, circumcision, eye examination, glasses or Surgical correction of nearsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, and prescriptions thereof;
- (e) 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;
- (f) Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal Disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex), Human Immune-deficiency Virus (HIV) and HIV related Diseases including any mutant derivations or variations thereof, and any communicable Diseases that requires quarantine by law;
- (g) Any Treatment or Surgical operation for Congenital Conditions or deformities including hereditary conditions;
- (h) Pregnancy, childbirth (including Surgical delivery), miscarriage or any complications related to the same, 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;
- (i) Hospitalisation primarily for investigative purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to Treatment or diagnosis of a Disability or any Treatment which is not Medically Necessary and any preventive Treatment, preventive medicines or examinations carried out by a Physician, and Treatment specifically for weight reduction or gain;
- (j) War or any act of war, declared or undeclared, criminal or terrorist activities, active duty

in any armed forces (whether voluntary or involuntary), direct participation in strikes, riots, rebellion, revolution and civil commotion or insurrection;

- (k) Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material;
- (l) Expenses incurred for donation of any body organ by a Life Assured and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications;
- (m) 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, bone setting, herbalist Treatment, massage or aroma therapy or other form of alternative Treatment;
- (n) Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations);
- (o) 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;
- (p) Sickness or Injury arising from hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional or semi-professional sports and illegal activities;
- (q) Expenses incurred for sex changes;
- (r) Flying or taking part in any aerial activities except where traveling in an aircraft as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
- (s) Self-inflicted Injury, suicide or attempted suicide, provoked murder or assault or being under the influence of drugs/narcotics/alcohol of any kind;
- (t) Engaging in racing of any kind (other than on foot), mountain or rock climbing necessitating the use of ropes or guides, underwater pastimes, football, polo, hunting, show jumping, caving, pot-holing, boxing or wrestling;
- (u) Committing or attempting to commit any unlawful act; and
- (v) Any physical defect or infirmity.

SECTION F : CONDITIONS GOVERNING LOSS OF TRAVEL DOCUMENTS BENEFIT

1. PAYMENT OF BENEFIT

- 1.1 While this Basic Policy is still in full force and effect, in the event that the Life Assured becomes a victim of a Peril while travelling Overseas and loses his/her passport (inclusive of visa, if any), the Company shall upon receipt of satisfactory proof of the happening of the aforesaid event, pay an amount as shown in the Schedule of Benefits based on Designated Plan, provided that the Life Assured has reported the said incident to the police and home embassy located Overseas within three (3) days from the incident.
- 1.2 No benefit shall be payable if the incident is due to the Life Assured's negligence.
- 1.3 The claim must be supported by a police report and certification or letter from the Life Assured's home embassy located Overseas on the loss of passport (inclusive of visa, if any).
- 1.4 This Benefit is limited to one (1) claim only per Policy Year.

2. CLAIM NOTIFICATION

- 2.1 The Policy Owner must give written notice within six (6) months from the day of Peril to make a claim under this Basic Policy. Failure to notify the Company within the time stipulated shall not invalidate any claim if it can be shown that it was not reasonably possible to give such notice earlier and that such notice was given as soon as was reasonably possible to do so.

3. CONDITIONS FOR PAYMENT

- 3.1 Before the Company makes any Loss of Travel Documents Benefit payment, the following conditions must be fulfilled to the Company's satisfaction:
 - (a) the Company shall be entitled to deduct any charges or amount due and owing to the Company;
 - (b) the Policy Owner shall supply the Company all information assistance, documents, original receipts, letter from Life Assured's home embassy and police report within the knowledge or possession of the Policy Owner, necessary for the purpose of dealing with the claim by or on behalf of and at the expense of the Policy Owner. Such further evidence as the Company may reasonably require shall also be supplied in the same manner for the purpose of substantiating any claim under this provision;
 - (c) the production of the original of this Basic Policy and all documents considered necessary by the Company to prove the title of the person claiming payment;
 - (d) it is a condition precedent to any payment of the Loss of Travel Documents Benefit that the original copy of this Basic Policy be produced at the head office of the Company for Endorsement.

4. EXCLUSIONS

- 4.1 The Loss of Travel Documents Benefit shall not be payable if is caused directly or indirectly,

wholly or partly, by any one (1) of the following occurrences:

- (a) Flying or taking part in any aerial activities except where traveling in an aircraft as a fare-paying passenger and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
- (b) Self-inflicted Injury, suicide or attempted suicide, provoked murder or assault or being under the influence of drugs/ narcotics/ alcohol of any kind;
- (c) Engaging in hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional or semi-professional sports and illegal activities;
- (d) Engaging in racing of any kind (other than on foot), mountain or rock climbing necessitating the use of ropes or guides, underwater pastimes, polo, hunting, show jumping, caving, pot-holing, boxing or wrestling;
- (e) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military or usurped power;
- (f) Direct participation in strikes, riots, rebellion, revolution, civil commotion or insurrection;
- (g) Active duty in the armed forces (whether voluntary or otherwise);
- (h) Committing or attempting to commit any unlawful act;
- (i) As a result of the mental disorder.

**Active Lifestyle Protector Assist
The Emergency Assistance Services Programme**

This is your

**EXTRACT of CERTIFICATE of MEMBERSHIP for
the benefits as provided and described herein.
This third-party programme is a value-added service
specially made available to Hong Leong Assurance Berhad's Life Assured**

As you are well aware, international travel operators and the tourism industry of every nation have made it very easy for the average Malaysian to travel freely around the globe. The tempo of modern-day travel however has presented many hazards few would like to ignore. Most Malaysians are ill-prepared for the types of perils associated with international travel, such as:

- the need for emergency medical care in an unfamiliar country
- an unexpected death while abroad
- the financial disruption arising from a travel-related peril
- natural calamity occurring in the host country

Recognizing the need to provide some travel-related protection for travellers, the Company has engaged an emergency assistance agency to introduce a **Full Service Programme** which offers valuable assistance in the event of certain mishaps. This full Programme is now being made available by the Company to Life Assured ("Member") of Active Lifestyle Protector.

Highlights of the Full Service Programme benefits are briefly described below:

- (A) Indemnified Service Programme (International Assistance)**
- (B) Indemnified Service Programme (Domestic Assistance)**

Notwithstanding any provisions herein, all costs and expenses incurred and payable to a third party shall be borne by the Member unless expressly stated otherwise.

The Company shall be entitled to, at its absolute discretion, from time to time and at any time, vary any the provisions herein contained or terminate this Programme without notice to the Members.

A. Indemnified Service Programme (International Assistance)

The indemnified service programme (international assistance) includes the following services for Members traveling outside Malaysia for periods not exceeding ninety (90) consecutive days per trip.

Travel Assistance :

1. Pre-trip Information Services

To provide information concerning visas and inoculation requirements for foreign countries worldwide.

2. Embassy Referral

To provide the address, telephone number and (if possible) hours of opening of the nearest appropriate consulate and embassy worldwide.

- 3. Lost Luggage Assistance**
To assist the Member who has lost luggage while travelling outside Malaysia by providing directions for recovery.
- 4. Lost Passport Assistance**
To assist the Member who has lost a passport while travelling outside Malaysia by providing directions for recovery.
- 5. Weather and Exchange Rate Information Assistance**
To assist the Member by providing information concerning weather forecasts and exchange rate of major currencies against the Malaysian Ringgit.
- 6. Emergency Message Transmission Assistance**
To assist the Member to transmit urgent messages to family members, friends or business associates upon the Member's request.
- 7. Interpreter Referral**
To assist the Member by providing the address, telephone number and (if possible) hours of operating of interpreters worldwide.

The above services are purely on referral basis only. The emergency assistance agency shall not be responsible for any third party expenses which shall be the responsibility of the Member.

Medical Assistance:

- 1. Telephone Medical Advice**
The emergency assistance agency will arrange for the provision of medical advice to the Members over the telephone.
- 2. Medical Service Provider Referral**
The emergency assistance agency will provide the Members with information about Physicians, hospitals, clinics, dentists and dental clinics ("Medical Services Providers") worldwide. Although the emergency assistance agency shall make such referrals, it cannot guarantee the quality of the Medical Services Providers and the final selection of a Medical Service Provider shall be the decision of the Member.
- 3. Arrangements of Appointments with Local Doctors for Treatment**
The emergency assistance agency will assist the Member to arrange for appointments with local doctors for Treatment. The emergency assistance agency shall not be responsible for any consultation fees or other costs incurred by the Member when consulting with the doctors referred by the emergency assistance agency.
- 4. Arrangement of Hospital Admission**
If the medical condition of the Member is of such gravity as to require Hospitalisation, the emergency assistance agency will assist the Member with the arrangement for admission to the Hospital.
- 5. Monitoring of Medical Condition during Hospitalisation**
The emergency assistance agency will monitor the Member's medical condition during Hospitalisation.
- 6. Arrangement and Payment of Emergency Medical Evacuation**
The emergency assistance agency will arrange for the air and/or surface transportation and communication for moving the Member when in a serious medical condition as defined hereunder in Annex I to the nearest Hospital where appropriate medical care is available and

not necessarily to Malaysia. The emergency assistance agency shall pay for the Medically Necessary expense of such transportation and communications and all usual ancillary charges incurred in such services so arranged by the emergency assistance agency.

The emergency assistance agency retains absolute right to decide whether the Member's medical condition is sufficiently serious to warrant emergency medical evacuation. The emergency assistance agency further reserves the right to decide the place to which the Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the emergency assistance agency is aware at the relevant time.

7. Arrangement and Payment of Emergency Medical Repatriation

The emergency assistance agency will arrange for the return of the Member to Malaysia following an emergency medical evacuation for subsequent Hospitalisation outside Malaysia. The emergency assistance agency shall pay for the expenses necessarily and unavoidably incurred in the services so arranged by the emergency assistance agency.

The emergency assistance agency reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which the emergency assistance agency is aware at the relevant time.

8. Arrangement and Payment of Repatriation of Mortal Remains

The emergency assistance agency will arrange for transporting the Member's mortal remains from the place of death to Malaysia and pay for all expenses reasonably and unavoidably incurred in such transportation so arranged by the emergency assistance agency. Alternatively, the emergency assistance agency will arrange for local burial at the place of death if mutually agreed by the emergency assistance agency and the Member's next of kin and will pay the cost of burial at the place of death.

9. Arrangement and Payment of Compassionate Visit

The emergency assistance agency will arrange and pay for one (1) economy class return airfare each for two (2) relatives or friends of the Member to:

- (a) visit the Member who, when travelling alone, has been hospitalised outside Malaysia for a period in excess of seven (7) days; or
- (b) travel to the country where the Member is certified as deceased (regardless of whether the body of the Member is found);

and subject to the emergency assistance agency's prior approval and only when this is judged necessary by the emergency assistance agency on medical and compassionate grounds.

10. Arrangement and Payment of Return of Minor Children

The emergency assistance agency will arrange and pay for one-way economy class airfares for the return of minor children (aged eighteen (18) and under) to Malaysia if they are left unattended as a result of the accompanying Member's Illness, Accident or Emergency Medical Evacuation.

11. Arrangement and Payment of Hotel Accommodation Expenses (US\$ 1,000 any one (1) Member any one (1) event subject to a sublimit of US\$ 250 per day)

The emergency assistance agency will arrange and pay for the cost of hotel accommodation for two (2) relatives or friends of the Member to:-

- (a) visit the Member hospitalised outside Malaysia; or
- (b) travel to the country where the Member is certified as deceased (regardless of whether the body of the Member is found);

The payment of accommodation expenses is subject to the Company's prior approval and arrangement to be done by the emergency assistance agency.

The above services (6-11) are subject to a list of exclusions listed in Annex I. The Company will reimburse the emergency assistance agency for expenses incurred for services (6-11) and the amount of expenses incurred in the provision of any of the services under items 6, 7 and 8 which the Company will reimburse the emergency assistance agency shall not exceed RM250,000/- per event. The Member will have to personally bear any amount of expenses not paid by the emergency assistance agency.

B. The Indemnified Service Programme (Domestic Assistance)

The indemnified service programme (domestic assistance) includes the following services for Members travelling more than one hundred kilometer (100km) from their place of residence and in Malaysia for periods not exceeding ninety (90) consecutive days per trip.

Medical Assistance:

1. Medical Service Provider Referral

The emergency assistance agency will provide the Members with information about Physicians, Hospitals, clinics, dentists and dental clinics.

2. Arrangements of Appointments with Local Doctors for Treatment

The emergency assistance agency will assist the Member to arrange for appointments with local doctors for Treatment.

3. Arrangement of Hospital Admission

If the medical condition of the Member is of such gravity as to require Hospitalisation, the emergency assistance agency will assist the Member with Hospital admission.

4. Monitoring of Medical Condition during Hospitalisation

The emergency assistance agency will monitor the Member's medical condition during Hospitalisation.

5. Arrangement and Payment of Emergency Medical Evacuation

The emergency assistance agency will arrange for the air and/or surface transportation and communication for moving the Member when in a serious medical condition as defined hereunder in Annex I to the nearest Hospital in Malaysia where appropriate medical care is available. The emergency assistance agency shall pay for the Medically Necessary expense of such transportation and communications and all usual ancillary charges incurred in such services so arranged by the emergency assistance agency.

The emergency assistance agency retains absolute right to decide whether the Member's medical condition is sufficiently serious to warrant emergency medical evacuation. The emergency assistance agency further reserves the right to decide the place to which the Member shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which the emergency assistance agency is aware at the relevant time.

6. Arrangement and Payment of Emergency Medical Repatriation

The emergency assistance agency will arrange for the return of the Member to the place of residence in Malaysia following an emergency medical evacuation for subsequent in-Hospital Treatment in a place more than one hundred kilometer (100km) from the place of residence. The emergency assistance agency shall pay for the expenses necessarily and unavoidably in the services so arranged by the emergency assistance agency.

The emergency assistance agency reserves the right to decide the means or method by which

such repatriation will be carried out having regard to all the assessed facts and circumstances of which the emergency assistance agency is aware at the relevant time.

7. Arrangement and Payment of Compassionate Visit

The emergency assistance agency will arrange and pay for one (1) economy class return airfare or other appropriate mode of transportation each for two (2) relatives or friends of the Member to:

- (a) visit the Member who, when travelling alone, has been hospitalised in Malaysia for a period in excess of seven (7) days;
- (b) travel to the location where the Member is certified as deceased (regardless of whether the body of the Member is found);

and subject to the emergency assistance agency's prior approval and only when this is judged necessary by the emergency assistance agency on medical and compassionate grounds.

8. Arrangement and Payment of Return of Minor Children

The emergency assistance agency will arrange and pay for one-way economy class airfares or other appropriate mode of transportation for the return of minor children (aged eighteen (18) and under) to Member's place of residence if they are left unattended as a result of the accompanying Member's illness, Accident or Emergency Medical Evacuation.

9. Arrangement and Payment of Hotel Accommodation Expenses (US\$ 1,000 any one (1) Member any one (1) event subject to a sublimit of US\$ 250 per day)

The emergency assistance agency will arrange and pay for the cost of hotel accommodation for two (2) relatives or friends of the Member to:-

- (a) visit the Member hospitalised in Malaysia; or
- (b) travel to the location up to a maximum of five (5) days' stay where the Member is certified as deceased (regardless of whether the body of the Member is found).

The payment of accommodation expenses is subject to the Company's prior approval and arrangement to be done by the emergency assistance agency.

The above services (5 - 9) are subject to a list of exclusions listed in Annex I. The Company will reimburse the emergency assistance agency for expenses incurred for services (5-9) and the amount of expenses incurred in the provision of any of the services under items 5 and 6 which the Company will reimburse the emergency assistance agency shall not exceed RM250,000/- per event. The Member will have to personally bear any amount of expenses not paid by the emergency assistance agency.

The above emergency assistance agency can be rendered on a twenty-four (24) hours basis in Bahasa Malaysia, English and Mandarin through the emergency assistance agency centre in Kuala Lumpur, Malaysia which is assigned as the lead centre to manage the programme in relation with the emergency assistance agency worldwide network.

ANNEX I

PART 1 - DEFINITIONS

- **SERIOUS MEDICAL CONDITION**
means a condition which in the opinion of the emergency assistance agency constitutes a serious Medical Emergency requiring urgent remedial Treatment to avoid death or serious impairment to the Member's immediate or long term health prospects. The seriousness of the medical condition will be judged within the context of the Member's geographical location, the nature of the Medical Emergency and the local availability of appropriate medical care or facilities.
- **PRE-EXISTING CONDITIONS**
means any:
 - (a) medical condition in respect of which the Member has been hospitalised during the twelve (12) month period immediately prior to the Issue Date, Alteration Effective Date or Reinstatement Date, whichever is the latest; or
 - (b) any medical condition that has been diagnosed or treated (including the prescription of drugs) within twelve (12) month period prior to the Issue Date, Alteration Effective Date or Reinstatement Date, whichever is the latest.

PART 2 – EXCLUSIONS

The following items, conditions activities and their related are excluded from the programme and the liability of the emergency assistance agency :

- Pre-existing conditions as defined.
- Emergency medical evacuation or repatriation or cost not approved in advance and in writing by the emergency assistance agency and/or not arranged by the emergency assistance agency.
- Any event occurring when the Member is:
 - (a) within the territory of Malaysia or home country (international assistance);
 - (b) within one hundred kilometer (100km) from the place of residence in Malaysia (domestic assistance); or
 - (c) more than one hundred kilometer (100km) from the place of residence in Malaysia for a period of more than ninety (90) consecutive days per trip (domestic assistance).
- Participation in war, riot or civil commotion or any illegal act including resulting imprisonment or while serving in a police or military unit.
- The cost of transporting a Member by means of the Member's owned or leased watercraft unless agreed otherwise in writing by the emergency assistance agency prior to the Commencement Date of the Programme. The emergency assistance agency shall not be obliged to provide services to Members located in areas which represent war risks, political or other conditions such as to make such services impossible or reasonably impracticable.
- If the Member is travelling outside Malaysia (international assistance) or travelling more than

one hundred kilometer (100km) from the place of residence for a period less than ninety (90) consecutive days (domestic assistance) contrary to the advice of a Doctor or Physician or Surgeon or for the purpose of obtaining medical Treatment or for rest and recuperation following any prior Accident or Illness.

- If the Member is not suffering from a serious medical condition or if the Treatment can be reasonably delayed until the Member returns to Malaysia (international assistance) or place of residence in Malaysia (domestic assistance).
- Childbirth, pregnancy, (except abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn children) and in any event childbirth, miscarriage (spontaneous abortion) or pregnancy after sixth (6th) month thereof.
- Accident or Injury occurring while the Member is engaged in mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, ballooning, hang-gliding, deep sea diving utilizing hard helmet with airhose attachments, racing of any kind other than on foot and all professional sports unless otherwise agreed in writing by the emergency assistance agency at the Commencement Date.
- Self-inflicted Injury, suicide, drug addiction or abuse, alcohol abuse, sexually transmitted Diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related conditions or Diseases.
- Any Treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of Treatment.
- The cost of burial in the Member's home country or Malaysia.

“If there is any conflict or inconsistency between any of the contents of this document with any other documents (if any), the contents of this document shall prevail.”