

HONG LEONG ASSURANCE BERHAD

CI SHIELD – 5

DEFINITIONS AND INTERPRETATIONS

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/ 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;

“Appropriate Authority” means any government or taxing authority;

“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 or as varied by any Endorsement;

“Basic Sum Assured” means the sum assured of the Basic Policy as specified in the Policy Schedule or as varied by any Endorsement;

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

“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 Issue Date of the Policy;

“Company/ We/ Us/ Our” means Hong Leong Assurance Berhad and its lawful assigns and successors in title;

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

“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 the Total Relevant Amount Payable as stated on the Policy Schedule or any Endorsement;

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

“Issue Date” means the effective date of coverage when the risk or coverage under this Policy commences as stated in the Policy Schedule or any 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 any Endorsement and on whose life the insurance is taken;

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

“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;

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

“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, each period of twelve (12) months 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 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;

“Rider” means the Rider attached to the Basic Policy by way of Annexure;

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

“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 and other taxes by whatever name called, and any interest, fines or penalties in respect thereof;

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

“Total Relevant Amount Payable” means the premiums payable together with any applicable Tax payable by the Policy Owner to the Company under this Policy as stated in the Policy Schedule or any Endorsement;

“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 application for this Policy and any subsequent questionnaire given by the Company in respect of any matter relating to the application 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 application for this Policy to the Issue Date 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 Policy 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 application 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 application for insurance coverage 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 the Life Assured’s 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 and any Benefit paid.

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 and any Benefit paid.

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.
- 5.2 Notwithstanding the aforesaid, if this Policy is still in force and if the Policy Owner dies before the Life Assured, the Contingent Owner, if any, named in the application for this Policy or any Endorsement shall become the owner of this Policy upon the death of the Policy Owner. The Contingent Owner, on becoming the owner of this Policy, shall have all rights and privileges in respect of this Policy except for such rights or privileges relating to any coverage or Benefit payable on the life or in respect of the Policy Owner personally.

6. PAYMENT OF TOTAL RELEVANT AMOUNT PAYABLE

- 6.1 All Total Relevant Amount Payable are payable at the Company's head office or branch offices or via such other methods 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 the Total Relevant Amount Payable on its behalf and any person, other than an employee of the Company, to whom the Policy Owner may pay the Total Relevant Amount Payable for onward payment to the Company is deemed to be an agent of the Policy Owner.
- 6.2 No receipt shall be valid for any Total Relevant Amount Payable received unless issued under the authority of the Company.
- 6.3 It is the obligation of the Policy Owner to ensure that all 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, all Total Relevant Amount Payable payments shall be made payable to **HONG LEONG ASSURANCE BERHAD** only.
- 6.4 This Policy will be in force and effect provided always that the Total Relevant Amount Payable are received by the Company yearly in advance; however, in cases where the Policy Owner chooses to pay the Total Relevant Amount Payable on a half-yearly, quarterly or monthly basis, and upon the occurrence of a claim giving rise to 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.

7. GRACE PERIOD

- 7.1 A thirty (30) days' grace period (hereinafter "Grace Period") shall be allowed for the payment of

subsequent Total Relevant Amount Payable. The Policy shall remain in force during the Grace Period. In the event the subsequent Total Relevant Amount Payable is not paid within the Grace Period, the Policy shall forthwith lapse upon the expiry of the Grace Period and the total premium paid shall be forfeited to the Company except where the subsequent Total Relevant Amount Payable can be paid by the application of the Automatic Premium Loan clause in this Policy.

- 7.2 If any claim arises during the Grace Period before the subsequent 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 subsequent Total Relevant Amount Payable due and only the balance or net claim amount, if any, will be paid. This prior deduction of unpaid subsequent Total Relevant Amount Payable from the claim payable is not applicable if the unpaid subsequent Total Relevant Amount Payable can be paid by the application of the Automatic Premium Loan clause in this Policy.

8. REINSTATEMENT

- 8.1 The Policy Owner may apply to the Company to reinstate a lapsed Policy within a period of twenty-four (24) months from the Due Date of the first (1st) unpaid subsequent Total Relevant Amount Payable. The reinstatement of a lapsed Policy is subject to the payment of outstanding Total Relevant Amount Payable and cash surrender value (if any) 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 discretion of the Company.

9. DEDUCTION AT CLAIM

- 9.1 The Company shall deduct any premium and any applicable Tax due and unpaid of the respective Basic Policy or Rider at the date of a claim giving rise to the termination of the respective Basic Policy or Rider for the full Policy Year from the proceeds payable under the respective Basic Policy or Rider.

10. ALTERATION

- 10.1 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.

11. GOVERNING LAW

- 11.1 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.

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

- 12.1 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.
- 12.2 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.

- 12.3** 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.
- 12.4** 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.
- 12.5** 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.
- 12.6** 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.
- 12.7** 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.
- 12.8** 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.

13. CURRENCY

- 13.1** 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.

14. RESIDENCE, TRAVEL AND OCCUPATION

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

15. CASH SURRENDER VALUE

- 15.1** The Policy Owner may, at any time, by giving written notice to the Company, surrender this Policy; the Policy Owner shall be entitled to receive the cash surrender value of this Policy, if any, which shall be determined in accordance with the Financial Services Act 2013.
- 15.2** The cash surrender value payable under this Policy including the costs of any applicable surrender charge shall have been disclosed to the Policy Owner during the application for insurance.

15.3 This policy will terminate upon the payment of the cash surrender value less any applicable surrender charge in respect of the surrender of this Policy.

16. CONDITION PRECEDENT TO LIABILITY

16.1 The due observance and fulfilment 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.

17. AMOUNTS DUE TO THE COMPANY

17.1 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.

18. NON-GUARANTEED PREMIUM

18.1 The Company shall be entitled at its sole discretion to determine, from time to time by giving ninety (90) days' of notice in writing prior to the anniversary date of this Policy to vary the premium applicable. Information on the premium applicable at any one (1) time may be obtained from the head office of the Company.

19. TERMINATION

19.1 This Policy shall automatically terminate upon the occurrence of any of the following, whichever may occur first:

- (a) on the day after the Maturity/Expiry Date;
- (b) upon the death of the Life Assured;
- (c) if the Policy lapses, matures, expires, is cancelled, surrendered or is otherwise terminated; or
- (d) upon full settlement of any claim for Critical Illness Benefit under this Policy.

19.2 For the purpose of clarification, upon the death of the Life Assured, any cash surrender value (if applicable) shall be payable to the Legal Representative of the Life Assured.

20. ASSIGNMENT

20.1 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.

21. FREE LOOK PERIOD

21.1 If the Policy Owner is not satisfied with this Policy for whatever reasons, the Policy Owner may notify the Company either in person or in writing by way of a registered post or electronically within fifteen (15) days from the date of delivery of the Policy.

21.2 Upon the notification on cancellation during the free look period, 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.

21.3 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.

22. SEVERABILITY

22.1 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 force and effect.

23. NON - PARTICIPATING POLICY

23.1 This Policy shall not participate in the divisible profits of the Company.

24. AUTOMATIC PREMIUM LOAN

24.1 At the end of the Grace Period, the Company will automatically use the net cash surrender value (being the cash surrender value after deduction therefrom of any Debt Owed to the Company) as a loan to pay for the Total Relevant Amount Payable due to the Company PROVIDED ALWAYS THAT:

- (a) if the net cash surrender value is not less than the unpaid Total Relevant Amount Payable, then without any obligation on the part of the Company to demand payment, an amount equivalent to the unpaid Total Relevant Amount Payable shall automatically be advanced by the Company as a loan and be applied in payment of such Total Relevant Amount Payable and this Policy shall be maintained in force and effect to the end of the period in respect of which the Total Relevant Amount Payable is paid; or
- (b) if the net cash surrender value is less than the unpaid Total Relevant Amount Payable, then without any obligation on the part of the Company to demand payment, an amount equivalent to the net cash surrender value shall automatically be advanced by the Company as a loan and be applied and this Policy shall be maintained in force and effect for such proportionate part of the period in respect of which the unpaid Total Relevant Amount Payable is paid as the amount so advanced bears to the Total Relevant Amount Payable.

24.2 Interest on such advances shall be charged at the rate determined by the Company from time to time, and shall be added to and form part of the principal sum of the loan. Such advances and interest accumulations shall constitute a first lien against this Policy, until fully repaid, in priority to any claim on this Policy. At any time while this Policy remains in force and effect the total outstanding Total Relevant Amount Payable with interest, or any portion thereof may be re-paid by the Policy Owner or his lawful assigns to the Company.

25. SETTLEMENT OF POLICY PROCEEDS

25.1 Before any proceeds are paid out under this Policy, the following evidence shall be required to be produced to the Company:

- (a) a copy 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.

26. NOTICES AND CORRESPONDENCE

- 26.1** 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 or by electronic means, and such communication shall be conclusively deemed to have been received by the Policy Owner.

27. RENEWABILITY

- 27.1** Upon Maturity/ Expiry Date, the Basic Policy will automatically be renewed for another 10 years term without evidence of insurability subject to the following terms and conditions:

- (a) Payment of the applicable premium as determined by the Company based on the attained age of the Life Assured on the date of renewal and any applicable tax; and
- (b) Where the Life Assured has yet to attain the age of sixty-one (61) on the date of renewal;

PROVIDED ALWAYS that this Policy has not exceeded the maximum renewal limit of two (2) times.

- 27.2** The Company reserves the right to revise the applicable premium for this Policy upon providing the Policy Owner written notice ninety (90) days prior to the expiry of this Policy.

For the purpose of clarification, such variation to the premium shall take effect on the date of renewal SUBJECT ALWAYS to Clause 27.1 of Section A.

- 27.3** Policy Owner who does not want to exercise this option shall notify the Company at least thirty (30) days prior to the Maturity/ Expiry Date.

28. WAIVER

- 28.1** The Company may, at its absolute discretion and in writing, waive any terms and conditions contained in this Policy or grant an indulgence 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 force and effect, the Company will pay the Benefit as stated below SUBJECT ALWAYS to the conditions contained in this Basic Policy and any Endorsement.

2. CRITICAL ILLNESS BENEFIT

2.1 Should the Life Assured be confirmed, upon the diagnosis by a Medical Practitioner supported by acceptable clinical, radiological, histological and laboratory evidence, to be suffering from any one (1) of the Critical Illness as hereinafter defined in Clause 2 under Section C, the Company shall upon receipt of satisfactory proof of the happening of the aforesaid event, pay to the Policy Owner an amount equivalent to the Basic Sum Assured; SUBJECT TO and in accordance with the conditions set out below in this Basic Policy.

SECTION C: CONDITIONS GOVERNING CRITICAL ILLNESS BENEFIT

1. BENEFIT PAYMENT

- 1.1 In the event that Life Assured is confirmed to be suffering from any one (1) of the Critical Illness as defined in Clause 2 of Section C, the Company shall pay the Critical Illness Benefit to the Policy Owner as stated in Clause 2 of Section B.

2. DEFINITION OF CRITICAL ILLNESS

- 2.1 For the purposes of this Policy, AND NOTWITHSTANDING any other definition which may be found elsewhere, "Critical Illness" means any of the conditions or illnesses defined as follows:

(I) STROKE – *resulting in permanent neurological deficit with persisting clinical symptoms*

Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.

For the above definition, the following are not covered:

- (a) Transient ischemic attacks
- (b) Cerebral symptoms due to migraine
- (c) Traumatic injury to brain tissue or blood vessels
- (d) Vascular disease affecting the eye or optic nerve or vestibular functions

(II) HEART ATTACK – *of specified severity*

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- (a) A history of typical chest pain
- (b) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block and
- (c) Elevation of the cardiac biomarkers , inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher: - Cardiac Troponin T or Cardiac Troponin I $> / = 0.5$ ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:

- (i) occurrence of an acute coronary syndrome including but not limited to unstable angina.
- (ii) a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease

(III) KIDNEY FAILURE – *requiring dialysis or kidney transplant*

End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.

(IV) CANCER – *of specified severity and does not cover very early cancers*

Any malignant tumor positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (a) All cancers which are histologically classified as any of the following:
 - (i) pre-malignant
 - (ii) non-invasive
 - (iii) carcinoma in situ
 - (iv) having borderline malignancy
 - (v) having malignant potential
- (b) All tumors of the prostate histologically classified as T1N0M0 (TNM classification)
- (c) All tumors of the thyroid histologically classified as T1N0M0 (TNM classification)
- (d) All tumors of the urinary bladder histologically classified as T1N0M0 (TNM classification)
- (e) Chronic Lymphocytic Leukemia less than RAI Stage 3
- (f) All cancers in the presence of HIV
- (g) Any skin cancer other than malignant melanoma

(V) CORONARY ARTERY BY-PASS SURGERY

Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting.

For the above definition, the following are not covered:

- (a) angioplasty;
- (b) other intra-arterial or catheter based techniques;
- (c) keyhole procedures;
- (d) laser procedures

GENERAL TERMS

- i) **Irreversible** means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.
- ii) **Permanent** means expected to last throughout the lifetime of the Life Assured.
- iii) **Permanent neurological deficit with persisting clinical symptoms** means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Life Assured. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.
- iv) **Assessment Period** means the period during which the insurer will assess a condition before deciding whether or not the condition qualifies as being permanent. The assessment period will be for the minimum period time frame stated in the relevant definition and will not be longer than twelve (12) months (provided all required evidence has been submitted).

3. NOTIFICATION

- 3.1 Written notice of claim must be given within six (6) months from the date of initial diagnosis of the Critical Illness. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

4. CONDITIONS FOR PAYMENT

4.1 Before the Company makes any Critical Illness Benefit payment to the Policy Owner, the following conditions must be fulfilled to the Company's satisfaction:

- (a) the Company shall be entitled to deduct any charges due and owing to the Company under the Policy;
- (b) The Policy Owner must provide adequate medical evidence to the satisfaction of the Company at his own expense. Every diagnosis of any of the aforesaid Critical Illness must be supported by acceptable clinical, radiological, histological and laboratory evidence confirmed by a registered Medical Practitioner. Clinical diagnosis alone does not meet this standard. Although proof of the aforesaid Critical Illness 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 a copy of this Policy and all documents considered necessary by the Company to prove the title of the person claiming payment;
- (d) Amount payable upon a valid claim shall be based on the Basic Sum Assured on the date giving rise to the claim;
- (e) Claim reversal is not allowed after a claim settlement;
- (f) It is a condition precedent to any payment of the Critical Illness Benefit that a copy of this Policy document be produced at the head office of the Company for Endorsement.

5. POLICY TO CEASE UPON PAYMENT

5.1 For the avoidance of doubt, it is hereby declared and agreed that this Policy will cease to be in force and shall terminate upon the payment of the Critical Illness Benefit.

6. EXCLUSION

6.1 Notwithstanding anything herein to the contrary, no benefit shall be payable in respect of any one of the following causes:

- (a) The signs or symptoms of the Critical Illness is manifested prior to or:
 - A. within sixty (60) days from the Issue Date, Alteration Effective Date or any Reinstatement Date of this Policy, whichever is the latest in respect of:
 - (i) Cancer;
 - (ii) Coronary Artery By-Pass Surgery; or;
 - (iii) Heart Attack;
 - OR
 - B. within thirty (30) days from the Issue Date, Alteration Effective Date or any Reinstatement Date of this Policy, whichever is the latest in respect of all other Critical Illness not set out in Item A above;
- (b) Pre-existing Illness;
- (c) The Critical Illness, where in the Company's sole and absolute opinion, was caused directly or indirectly by the existence of Acquired Immune Deficiency Syndrome (AIDS) or by the presence of any Human Immuno-deficiency Virus (HIV) infection. We reserve the right to require the Life Assured to undergo a blood test to detect the

presence of any HIV infection as a condition precedent before accepting any claim. For the purpose of this Policy,

- (i) the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; and
 - (ii) infection shall be deemed to have occurred where blood or other relevant test(s) indicate, in the Company's sole and absolute opinion, either the presence of any Human Immunodeficiency Virus or antibodies to such virus;
- (d) Any Critical Illness was diagnosed, whether directly or indirectly, due to a congenital defect or disease, which was manifested or was diagnosed before the Life Assured attained seventeen (17) years of age;
 - (e) Any Critical Illness caused by a self-inflicted injury, while sane or insane;
 - (f) Any Critical Illness resulting directly from alcohol or drug abuse; or
 - (g) Death of the Life Assured within twenty eight (28) days following the date of diagnosis of any of the Critical Illness.

“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.”