

HONG LEONG ASSURANCE BERHAD

CANCER SHIELD CARE

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/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, if any, attached to this Policy as specified in the Policy Schedule and the Annexure, 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**" means the Benefits 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;

"**Cancer Benefit**" is defined in Clause 2 of Section B;

"**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;

"**Contingent Owner**" mean the persons appointed as such by the Policy Owner, if any;

"**Death Benefit**" is defined in Clause 3 of Section B;

"**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;

"**Entry Age**" means the age as specified in the Policy Schedule or Endorsement, if any;

"**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 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;

"**Nominee**" means the person who has been nominated by the Policy Owner in the 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;

"**Physician**" means a Medical Practitioner who is qualified by degree in western medicine and who holds or has held a consultant appointment at a recognised hospital or who otherwise holds a certificate of specialist accreditation by a competent local medical authority;

"**Policy Anniversary Date**" means the same day and month as the Commencement Date in each subsequent calendar year of this Policy;

"**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;

"**Pre-existing Condition**" 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;

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

“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;

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

"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;

"the Policy" or **"this Policy"** means the Basic Policy, the Annexure and the Endorsement, if any, annexed to this Policy;

“Total and Permanent Disability (“TPD”) Benefit” is defined in Clause 4 of Section B;

"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 specified in the Policy Schedule or as varied by any Endorsement;

“Waiting Period” shall mean the first (1st) sixty (60) days from the Issue Date, Alteration Effective Date or Reinstatement Date of this Basic Policy, whichever is the latest, to the beginning of a Life Assured’s Disability;

"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 the 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 insurance coverage for this Policy and any subsequent questionnaire given by the Company in respect of any matter relating to the application for insurance coverage 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 insurance coverage 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 insurance coverage 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. MISSTATEMENT OF OCCUPATION

- 5.1 If the occupation 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 occupation had been stated. However, if the true occupation shall be deemed uninsurable by the Company, 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.

6. OWNERSHIP

- 6.1 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.
- 6.2 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 insurance coverage 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.

7. NOMINATION

- 7.1 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.
- 7.2 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.

8. PAYMENT OF TOTAL RELEVANT AMOUNT PAYABLE

- 8.1 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.

- 8.2 No receipt shall be valid for any Total Relevant Amount Payable received unless issued under the authority of the Company.
- 8.3 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.
- 8.4 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 instalment 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.

9. GRACE PERIOD

- 9.1 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 Relevant Amount Payable paid shall be forfeited to the Company.
- 9.2 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.

10. REINSTATEMENT

- 10.1 The Policy Owner may apply to the Company to reinstate a lapsed Basic Policy and/ or Rider 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 Basic Policy and/ or Rider 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 fulfilment of any requirements or terms and conditions as deemed necessary at the sole discretion of the Company.

11. DEDUCTION AT CLAIM

- 11.1 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.

12. ALTERATION

- 12.1 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 agent of the Company has the authority to make any alteration to or to waive any of the terms and conditions in the Policy.

13. GOVERNING LAW

- 13.1 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.

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

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.

15. CURRENCY

15.1 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.

16. RESIDENCE AND TRAVEL

16.1 This Policy issued shall be free from restrictions in relation to residence or travel.

17. CASH SURRENDER VALUE

17.1 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.

17.2 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.

17.3 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.

18. CONDITION PRECEDENT TO LIABILITY

18.1 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.

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 or on the day after the extended coverage under Clause 2.5 of Section B;
- (b) upon the death of the Life Assured;
- (c) if the Policy lapses or is surrendered or is otherwise terminated in accordance with the provisions contained in this Policy; or
- (d) if the total claims of this Basic Policy under the Cancer Benefit have reached 300% of Basic Sum Assured;

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.

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 force and effect.

24. NON-PARTICIPATING POLICY

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

25. NON GUARANTEED PREMIUM

25.1 The premium charged based on the Entry Age of the Life Assured is not guaranteed and may be reviewed at the sole discretion of the Company from time to time and at any time, after giving Policy Owner ninety (90) days' prior notice.

26. SETTLEMENT OF POLICY PROCEEDS

26.1 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.

27. NOTICES AND CORRESPONDENCE

27.1 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.

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 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 specified in the Policy Schedule AND PROVIDED ALWAYS that all such Total Relevant Amount Payable have been duly paid AND PROVIDED FURTHER that this Basic Policy has not been terminated and is still in full force and effect, the Company will pay the Benefits hereinafter set out SUBJECT TO the conditions and Endorsements contained in this Policy.

2. CANCER BENEFIT

2.1 Upon diagnosis of the Life Assured by a registered Medical Practitioner and supported by acceptable clinical, radiological, histological and laboratory evidence to be suffering from Cancer as hereinafter defined in Clause 1.1 of Section C, the Company shall upon receipt of proof of the happening of the aforesaid event, pay to the Policy Owner the amount as stated below SUBJECT TO and in accordance with the Conditions set out in Section C of this Basic Policy:

Cancer Stage	Benefit Payable
Very Early Cancers	50% of Basic Sum Assured
Early Cancers	150% of Basic Sum Assured
Advanced Cancers	300% of Basic Sum Assured

2.2 The Benefit payable in respect of each Cancer stage as specified in the above table shall be reduced by any prior payments for Cancer of the same organ or type.

2.3 Multiple claims are allowed for Very Early Cancers and Early Cancers stage, provided that the claim is for a different type of Cancer affecting a different organ. In the event multiple claims are made for Very Early Cancers and/or Early Cancers stage, the Benefit payable shall be the lower of either: (a) the amount claimable for the subsequent Cancer stage; or (b) the difference between the maximum claims amount and the aggregate prior payments.

2.4 For the avoidance of doubt, same organ shall refer to same part of the body which serves the same function, inclusive of body parts that occur in pairs.

2.5 The coverage under this Policy shall be extended for a further period of two (2) Policy Years after the Maturity/Expiry Date to cover against Advanced Cancers provided that there were valid claims of either Very Early Cancers and/or Early Cancers of the same type or the same organ admitted prior to the Maturity/Expiry Date. During this extended coverage period, no premium shall be required to be paid on this Basic Policy.

3. DEATH BENEFIT

3.1 Upon the death of the Life Assured, the Company will pay the Basic Sum Assured SUBJECT TO and in accordance with the conditions set out in Section D of this Basic Policy. Upon payment of the Death Benefit, this Basic Policy shall cease to be in force. For avoidance of doubt, any payments due to the Policy Owner under this Section shall be made in one (1) lump sum.

3.2 Payment of this Benefit will be made 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 is made, to the Policy Owner's Legal Representative;

SUBJECT TO the conditions set out in Section D of this Basic Policy.

4. TPD BENEFIT

- 4.1 Upon the TPD of the Life Assured prior to the Life Assured attaining the age of sixty-five (65), the Company will make an advance payment of the Basic Sum Assured to the Policy Owner SUBJECT TO the conditions set out in Section E of this Basic Policy.

SECTION C : CONDITIONS GOVERNING CANCER BENEFIT

1. DEFINITION OF CANCER

- 1.1 For the purposes of this Policy, NOTWITHSTANDING any other definition which may be found elsewhere Cancer is defined as any malignant tumor positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells for which treatment (surgery, radiotherapy or chemotherapy) is considered necessary.

Very Early Cancer shall be limited to the following:

- Ductal Carcinoma in situ of the breast;
- Carcinoma in situ of the cervix;
- Carcinoma in situ of the colon (excluding rectum);
- T1 prostate, T1 thyroid or T1 urinary bladder Cancers;
- Chronic Lymphocytic Leukemia RAI Stage I and II.

For the avoidance of doubt, all other Very Early Cancers not mentioned above are specifically excluded.

Early Cancer shall be limited to the following:

- All Stage I Cancers except those specified as 'Very Early Cancer';
- T2 prostate, T2 thyroid or T2 urinary bladder Cancers.

For the avoidance of doubt, all other Early Cancers not mentioned above are specifically excluded.

Advanced Cancer shall be limited to the following:

- All Stage II, III or IV Cancers except those specified as 'Very Early Cancer and Early Cancer';
- Metastatic Skin Cancer and Malignant Melanoma >1.5mm thickness;
- Chronic Lymphocytic Leukemia RAI Stage III or higher;
- Other Leukemia;
- Lymphoma.

For the avoidance of doubt, all other Advanced Cancers not mentioned above are specifically excluded.

Stages are based on AJCC (American Joint Committee on Cancer) Staging System / TNM classification.

2. BENEFIT PAYMENT

- 2.1 In the event that Life Assured is diagnosed as suffering from Cancer as defined in Clause 1 of this section, the Company shall pay the Cancer Benefit to the Policy Owner.
- 2.2 The maximum claims amount for Cancer Benefit is three hundred per centum (300%) of Basic Sum Assured.

3. NOTIFICATION

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

4. EXCLUSION

- 4.1 The Cancer Benefit shall not be payable if caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:
- (a) Pre-existing Condition.
 - (b) All Cancers presenting or diagnosed within the Waiting Period.
 - (c) All Cancers which are histologically classified as being:
 - Premalignant (for example cervical intraepithelial neoplasia / CIN I, II or III, essential thrombocythemia, polycythemia rubra vera) or having either borderline malignancy / low malignant potential; and/or
 - Carcinoma in situ (except Ductal carcinoma in situ breast, Carcinoma in situ cervix and Carcinoma in situ colon).
 - (d) All skin Cancers except malignant melanoma which are >1.5 mm thickness or metastatic skin Cancers.
 - (e) All Cancers associated with HIV infection.
 - (f) Unreasonable failure to follow medical treatment.
 - (g) Very Early Cancers and Early Cancers if Death of the Life Assured occurs within seven (7) days following the date of diagnosis of Cancer.
 - (h) Advanced Cancers if Death of the Life Assured occurs within twenty-eight (28) days following the date of diagnosis of Cancer.

5. CONDITIONS FOR PAYMENT

- 5.1 Before any payment of the Cancer Benefit, 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;
 - (b) The Policy Owner must provide adequate medical evidence to the satisfaction of the Company at his own expense. Every diagnosis of any Cancer covered under this Policy 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; though proof of the Cancer 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 copy of the 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 Cancer Benefit that the copy of the Policy be produced at the head office of the Company for Endorsement.

6. WAIVER OF FUTURE PREMIUMS

- 6.1 Upon the approval by the Company of a claim for Cancer, the Company shall waive payment of all future premiums due and payable on this Basic Policy. Such waiver shall begin from the next premium Due Date immediately after the diagnosis of Cancer.

7. POLICY TO CEASE UPON PAYMENT

- 7.1 For the avoidance of doubt, it is hereby declared and agreed that this Policy will cease to be in force and all other Benefits payable under this Policy will not apply or be payable once the maximum claims amount has been paid under this Cancer Benefit.

SECTION D : CONDITIONS GOVERNING DEATH BENEFIT

1. BENEFIT PAYMENT

- 1.1 While this Basic Policy is still in force and effect, upon receipt of the proof of death of the Life Assured, the Company will pay the Death Benefit in one (1) lump sum.

2. 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. In the event of death of the Policy Owner who himself is a Life Assured, such notice shall then be given by any representatives of the deceased. 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. PROOF OF DEATH

- 3.1 Proof of death and other documents deemed necessary by the Company must be given to the Company at the claimant's sole cost and expense.

4. EXCLUSION

- 4.1 If the Life Assured whether sane or insane, commits suicide within twelve (12) months from the Issue Date, Alteration Effective Date or the Reinstatement Date, whichever is the latest, this Basic Policy shall forthwith become null and void and the Company shall return free of interest the Total Relevant Amount Payable paid or if there are any monies due and owing to the Company under this Policy, the balance of the Total Relevant Amount Payable paid (if any) after deducting the amount due.

5. CONDITIONS FOR PAYMENT

- 5.1 Before any payment of the Death Benefit, 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;
 - (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 or persons claiming payment; and
 - (c) the production of the copy of the Policy and all documents considered necessary by the Company to prove the title of the person claiming payment.

6. POLICY TO CEASE UPON PAYMENT

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

SECTION E : CONDITIONS GOVERNING TOTAL AND PERMANENT DISABILITY BENEFIT

1. DEFINITION OF TOTAL AND PERMANENT DISABILITY

1.1 For the purposes of this Policy AND NOTWITHSTANDING any other definition which may be found elsewhere, "TPD" means a Disability which:

- (1) is total and permanent; and
- (2) did not exist at the Issue Date, Alteration Effective Date or at any Reinstatement Date, whichever is the latest of this Policy; and
 - (a) is the sole cause of the person suffering such TPD having no prospect (both then and at any time thereafter) of doing or following any work, business, occupation or profession, including but not limited to:
 - (i) any work, business, occupation or profession whatsoever which the person was not engaged in prior to such TPD; and
 - (ii) any work, business, occupation or profession involving any activity forming any part of any work, business, occupation or profession which the person was engaged in prior to such TPD;
to earn or to obtain any wages, compensation or profit;
 - (b) total and irrecoverable loss of the sight of both eyes;
 - (c) loss of use of two (2) limbs at or above wrist or ankle; or
 - (d) total and irrecoverable loss of the sight of one (1) eye and loss of use of one (1) limb at or above wrist or ankle;

1.3 Such Disability must be evidenced for a minimum period of six (6) consecutive months.

1.4 The TPD Benefit shall not be payable if the Disability occurs on or after the Life Assured attains the age of sixty-five (65) years.

2. BENEFIT PAYMENT

2.1 PROVIDED ALWAYS that the Policy is in force AND SUBJECT ALWAYS to the conditions governing the Policy and as herein contained and as may be endorsed in this Policy, in the event the Life Assured prior to attaining the age of sixty-five (65) years suffers a TPD, the Company shall, if such Disability persists for a continuous period of at least six (6) months from the date the Life Assured is first (1st) diagnosed with TPD by a Medical Practitioner and confirmed in writing, the Company shall, make an advance payment of the TPD Benefit to the Policy Owner in the following manner:

- (i) if the Total Payable does not exceed the TPD Limit as defined in Clause 2.3 of this Section E, the Company shall pay the first RM4,000,000.00 in a lump sum and the balance, if any, shall be paid in two (2) equal instalments on the first (1st) anniversary and second (2nd) anniversary from the first (1st) payment of TPD Benefit; or
- (ii) if the Total Payable exceeds the TPD Limit as defined in Clause 2.3 of this Section E, only the TPD Limit shall be paid as the TPD Benefit and the Company shall pay such TPD Benefit in the manner set out in Clause 2.1(i) of this Section E;

“Total Payable” means the total TPD Benefit payable upon TPD under this Policy and any other policies

insuring the Life Assured and already issued by the Company, excluding accumulated income/ cash coupons/ cash payment (if any), accumulated dividend (if any) and fund value (if any).

- 2.2 Upon payment of TPD Benefit, the Death Benefit as at the date of approval of the TPD claim shall then be reduced by the amount paid. The balance of the TPD Benefit (if any) as at the date of approval of the TPD claim will be paid upon death of the Life Assured prior to the Maturity/Expiry Date PROVIDED that this Policy is still in force.
- 2.3 The "TPD Limit" shall, at all times, be subject to the age of the Life Assured at the time the Life Assured suffers TPD and shall be RM10,000,000.00 but prior to attaining the age of sixty-five (65) years at the time the Life Assured suffers the TPD.
- 2.4 It is hereby declared and agreed that the aggregate of the TPD Benefit payable under this Section E of this Policy and all other policies, if any, insuring the Life Assured and already issued or to be issued by the Company shall not exceed the TPD Limit.

3. NOTIFICATION

- 3.1 Immediately upon the occurrence of a TPD, full particulars thereof must forthwith be notified in writing to the head office of the Company together with the then address and whereabouts of the Life Assured.

4. EXCLUSION

- 4.1 The TPD Benefit shall not be payable if caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:
 - (a) TPD resulted from any self-inflicted Bodily Injury while sane or insane;
 - (b) TPD resulted from flying in an aircraft (except as an aircrew member of, or as an ordinary fare paying passenger, on a regularly scheduled flight of a commercial airline); or
 - (c) TPD resulted from anything whatsoever while serving as a member of the armed forces, police and paramilitary forces as a result of declared or undeclared war, riots or civil commotion.

5. CONDITIONS FOR PAYMENT

- 5.1 Within ninety (90) days of the occurrence of a TPD, evidence of such Disability shall be given to the Company at the sole cost and expense of the Policy Owner and to the sole and absolute satisfaction of the Company.
- 5.2 In the event there has been any initial payment pursuant to Clause 2.1 of this Section E, evidence of the continuance of the Disability shall, if required by the Company, also be given at the sole cost and expense of the Policy Owner and to the sole and absolute satisfaction of the Company before each of any subsequent payments is made.
- 5.3 It is a condition precedent to any payment pursuant to this Section E that the copy of the Policy and all other documents, if any, insuring the Life Assured and already issued by the Company providing a Benefit for TPD be produced at the head office of the Company for endorsement by the Company.
- 5.4 The Life Assured agrees to be examined by a Medical Practitioner or Physician engaged by the Company in respect of any alleged TPD in the manner and at the times such Medical Practitioner or Physician may specify.
- 5.5 No legal action/proceedings shall be brought against the Company in respect of this Benefit payable under this Policy if such legal action/ proceedings commenced before the expiration of one (1) year from the

date of the occurrence of the Disability.

- 5.6 If there is a failure to comply with any one (1) of the aforesaid conditions, no claim on account of any alleged Disability or for any payment hereunder shall arise or be made or be enforceable against the Company.

6. WAIVER OF FUTURE PREMIUMS

- 6.1 Upon the approval by the Company of a claim for TPD, the Company shall waive payment of all future premiums due and payable, if any, on this Basic Policy. Such waiver shall begin from the next premium Due Date following the event date which gives rise to the TPD claim.

7. CESSATION OF DISABILITY

- 7.1 In the event that the Company is of the sole opinion and view that the Life Assured no longer suffers TPD (collectively, "Cessation of Disability"), all subsequent TPD Benefit payment shall forthwith automatically cease without prior notice and any TPD Benefit payment paid after the Cessation of Disability shall be required to be refunded to the Company together with an interest calculated at five per centum per annum (5% p.a.) computed from the date the TPD Benefit is paid up after the Cessation of Disability to the debt settlement date.
- 7.2 Thereafter, only the remainder of the TPD Benefit shall be the assurance under this Policy, and Total Relevant Amount Payable shall continue to be payable on such remainder of the sum originally assured in the proportion that such remainder bears to the sum originally assured.

"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."