

HONG LEONG ASSURANCE BERHAD

HOSPITALISATION INCOME SHIELD

SCHEDULE OF BENEFITS

| No. | Benefits | Deluxe Plan (RM) | Premier Plan (RM) |
|-----|--|--|---|
| 1 | Daily Hospitalisation Income Benefit (per day up to 730 days per Any One Disability) | As per Schedule of Daily Benefit for Deluxe Plan | As per Schedule of Daily Benefit for Premier Plan |
| 2 | Intensive Care Unit and Overseas Benefit* (per day up to 30 days per Any One Disability) | | |
| 3 | Monthly Living Allowance Benefit – for disablement due to Accident only (per month up to 180 months) | 1,500 | 3,000 |
| 4 | Compassionate Allowance Benefit – for death only | 1,500 + 70% of Total Premiums Paid | 3,000 + 70% of Total Premiums Paid |
| 5 | Maturity Benefit | 70% of Total Premiums Paid | |

*Intensive Care Unit and Overseas Benefit (Item 2 above) is payable in addition to the Daily Hospitalisation Income Benefit (Item 1 above) if the Life Assured is admitted to the Intensive Care Unit in any Hospital and/or to a Hospital Overseas.

SCHEDULE OF DAILY BENEFIT

| Policy Year | Deluxe Plan (RM) | Premier Plan (RM) |
|--------------------|-------------------------|--------------------------|
| 1 | 150.00 | 300.00 |
| 2 | 157.50 | 315.00 |
| 3 | 165.00 | 330.00 |
| 4 | 172.50 | 345.00 |
| 5 | 180.00 | 360.00 |
| 6 | 187.50 | 375.00 |
| 7 | 195.00 | 390.00 |
| 8 | 202.50 | 405.00 |
| 9 | 210.00 | 420.00 |
| 10 | 217.50 | 435.00 |
| 11 | 225.00 | 450.00 |
| 12 | 232.50 | 465.00 |
| 13 | 240.00 | 480.00 |
| 14 | 247.50 | 495.00 |
| 15 | 255.00 | 510.00 |
| 16 | 262.50 | 525.00 |
| 17 | 270.00 | 540.00 |
| 18 | 277.50 | 555.00 |
| 19 | 285.00 | 570.00 |
| 20 | 292.50 | 585.00 |

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;

"**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;

"**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;

"**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;

"**Compassionate Allowance Benefit**" is defined in Clause 5 of Section B;

"**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 as congenital conditions except when caused by a trauma or any other causes which occurs after the Effective Date of the Policy;

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

"**Daily Hospitalisation Income Benefit**" is defined in Clause 2 of Section B;

"**Debt Owed**" means any amount due to the Company;

"**Dentist**" means a person who is duly licensed or registered to practice dentistry in the geographical area in which

the service is provided but excluding a dentist who is also the Life Assured;

"**Disability**" means a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes;

"**Doctor/Physician**" means 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;

"**Due Date**" means the date for payment of the Total Relevant Amount Payable as stated on the Policy Schedule or any Endorsement;

"**Effective Date of Coverage**" means the date on which the risk or coverage under this Policy commences as stated in the Policy Schedule or Endorsement, as the case may be, when the proposal for the insurance coverage under this Policy is accepted and the appropriate premium in full is received by the Company, whichever occurs later;

"**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;

"**Executor**" means an individual or institution named in a legal will and appointed by the court to execute the instructions of the will for the benefit of its beneficiaries;

"**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;

"**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.

"**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;

"**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;

"**Intensive Care Unit and Overseas Benefit**" is defined in Clause 3 of Section B;

"**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 Benefit**" is defined in Clause 6 of Section B;

"**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
TLB-HIS-180701

hereof;

“**Medically Necessary**” means a medical service/Treatment which is:

- (a) consistent with the diagnosis and customary medical Treatment for the Disability;
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefit;
- (c) not for the convenience of the Life Assured or the medical practitioner;
- (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;

“**Monthly Living Allowance Benefit**” is defined in Clause 4 of Section B;

"**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;

“**Overseas**” means any jurisdiction outside Malaysia;

"**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;

"**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;

“**Pre-existing Condition**” means an illness/ condition which existed prior to the Issue Date, Alteration Effective Date or any Reinstatement Date of this Basic 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;

“Reasonable and Customary Charges” means charges for medical care which is medically necessary that does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable Treatment, services or supplies to individual of the same sex and of comparable age for a similar Disability and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Life Assured’s medical condition;

“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;

“Specialist” means a Physician or a dentist registered and licensed as such in the geographical area of his practice and whom the appropriate health authorities classify as a person with special expertise in specified fields of medicine or dentistry, but excluding a Specialist who is also the Life Assured;

“Specified Illnesses” means the following Disability and its related complications, occurring within the first one hundred twenty (120) days from the Issue Date, Alteration Effective Date, or Reinstatement Date of this Basic Policy, 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.

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

“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.

"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 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;

“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” shall mean the first thirty (30) 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 in the application for the Benefits set out in this Policy, the amount payable by the Company shall be only such sum as the premiums paid would purchase according to the rate at the correct occupation. However, if the correct occupation shall be deemed uninsurable by the Company, no Benefits shall be payable under this Policy and the Company shall then only be liable to refund any premiums paid.

6. CHANGE OF OCCUPATION

- 6.1 All benefits under this Policy shall be forfeited if there shall have been any change in the occupation which is deemed uninsurable by the Company for this Plan. Thereafter, the Policy shall be terminated. The Policy Owner will be refunded with a value which is the higher of cash surrender value or refund of the premiums as follows:

| If Policy In-force for Not Exceeding | % of Premiums Paid based on Payment Mode | | | |
|--------------------------------------|--|--------------------|----------------|----------------|
| | Annually Mode | Semi-Annually Mode | Quarterly Mode | Monthly Mode |
| 15 days | 90% | 80% | 70% | No Refund |
| 1 month | 80% | 70% | 50% | Not applicable |
| 2 months | 70% | 50% | 20% | |
| 3 months | 60% | 30% | No Refund | |
| 4 months | 50% | 20% | Not applicable | |
| 5 months | 40% | 10% | | |
| 6 months | 30% | No Refund | | |
| 7 months | 25% | Not applicable | | |
| 8 months | 20% | | | |
| 9 months | 15% | | | |
| 10 months | 10% | | | |
| 11 months | 5% | | | |
| Period exceeding 11 months | No Refund | | | |

7. OWNERSHIP

- 7.1 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.

7.2 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.

8. NOMINATION

8.1 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.

8.2 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.

9. PAYMENT OF TOTAL RELEVANT AMOUNT PAYABLE

9.1 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.

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

9.3 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.

9.4 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.

10. GRACE PERIOD

10.1 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 except where the subsequent Total Relevant Amount Payable can be paid by the application of the Automatic Premium Loan clause in this Policy.

10.2 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.

11. REINSTATEMENT

- 11.1 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.

12. DEDUCTION AT CLAIM

- 12.1 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.

13. WAITING PERIOD

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

14. ALTERATION

- 14.1 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.

15. GOVERNING LAW

- 15.1 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.

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

- 16.1 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.
- 16.2 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.

- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.

17. CURRENCY

- 17.1 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.

18. RESIDENCE AND TRAVEL

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

19. CASH SURRENDER VALUE

- 19.1 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.
- 19.2 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.

19.3 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.

20. CONDITION PRECEDENT TO LIABILITY

20.1 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.

21. AMOUNTS DUE TO THE COMPANY

21.1 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.

22. TERMINATION

22.1 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 Policy lapses, is surrendered or is otherwise terminated in accordance with the provisions contained in this Policy; or
- (d) upon a claim being admitted under Monthly Living Allowance Benefit

whichever may occur first.

23. ASSIGNMENT

23.1 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.

24. FREE LOOK PERIOD

24.1 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.

24.2 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.

24.3 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.

25. SEVERABILITY

25.1 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.

26. NON-PARTICIPATING POLICY

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

27. AUTOMATIC PREMIUM LOAN

27.1 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.

27.2 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, his lawful assigns or Nominees to the Company.

28. SETTLEMENT OF POLICY PROCEEDS

28.1 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.

29. NOTICES AND CORRESPONDENCE

29.1 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.

30. WAIVER

30.1 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 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. DAILY HOSPITALISATION INCOME BENEFIT

2.1 If the Life Assured is admitted to a Hospital approved by the Company for a minimum period of six (6) continuous hours per day as a result of a Disability, the Company will pay to the Policy Owner a Daily Hospitalisation Income Benefit 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 C of this Policy and the conditions governing the Policy and as may be endorsed in this Policy.

2.2 The Daily Hospitalisation Income Benefit payable is the amount as shown in the Schedule of Daily Benefit in accordance to Sum Assured as stated in the Policy Schedule.

2.3 The eligible amount of Daily Hospitalisation Income Benefit payable once determined based on the first (1st) day of each admission shall remain the same throughout the period of Hospitalisation.

3. INTENSIVE CARE UNIT AND OVERSEAS BENEFIT

3.1 If the Life Assured is admitted to:

- (a) the Intensive Care Unit in any Hospital in Malaysia, and/or;
- (b) a Hospital whilst travelling/ residing Overseas,

for a minimum period of six (6) continuous hours per day as a result of a Disability, the Company will pay to the Policy Owner an additional daily hospitalisation income benefit 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 D of this Policy and the conditions governing the Policy and as may be endorsed in this Policy.

3.2 The daily hospitalisation income benefit payable is the amount as shown in the Schedule of Daily Benefit in accordance to Sum Assured as stated in the Policy Schedule.

3.3 The eligible amount of daily hospitalisation income benefit payable once determined based on the first (1st) day of each admission shall remain the same throughout the period of Hospitalisation.

3.4 This benefit is payable in addition to the benefit as stated in Clause 2 of Section B.

4. MONTHLY LIVING ALLOWANCE BENEFIT

4.1 If the Life Assured suffers any of the following loss or Disability as a result of the Accident, the Company will pay to the Policy Owner an amount as shown in the Schedule of Benefits in accordance to the Sum Assured as stated on Policy Schedule each month for a maximum of one hundred and eighty (180) months:

- (a) Total and Permanent Disability (TPD);
- (b) Permanent total loss of sight of both eyes;
- (c) Permanent total loss of sight of one eye;
- (d) Permanent total loss of speech and hearing;
- (e) Loss of or the permanent loss of use of two limbs
- (f) Loss of or the permanent loss of use of one limb;
- (g) Permanent and incurable insanity; or
- (h) Permanent total paralysis.

4.2 The Benefit payment will be effected from the claims approval date for Monthly Living Allowance Benefit, with the first Benefit entitlement commencing from the event that gives rise to this claim. The Monthly Living Allowance is payable provided the Life Assured is alive and remains disabled and in any event, the payment of Monthly Living Allowance shall not exceed one hundred and eighty (180) months.

4.3 The payment of this benefit is SUBJECT TO the conditions set out in Section E of this Policy and the conditions governing the Policy and as may be endorsed in this Policy.

5. COMPASSIONATE ALLOWANCE BENEFIT

5.1 Upon death of the Life Assured, the Company will pay a Compassionate Allowance Benefit as shown in the Schedule of Benefits in accordance to the Sum Assured as stated on Policy Schedule in accordance with the conditions set out in Section F of this Basic Policy. Upon payment of the Compassionate Allowance 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.

5.2 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 F of this Basic Policy.

6. MATURITY BENEFIT

6.1 Upon the survival of the Life Assured to the Maturity/ Expiry Date, the Company will pay to the Policy Owner a maturity benefit equivalent to seventy per centum (70%) of the total premiums paid, SUBJECT TO and in accordance with the conditions set out in Section G of this Basic Policy. Notwithstanding any provision to the contrary, in the event of any Endorsement is issued varying the terms of this Basic Policy then the payment under this provision will be varied accordingly.

SECTION C : CONDITIONS GOVERNING DAILY HOSPITALISATION INCOME BENEFIT

1. BENEFIT PAYMENT

- 1.1 While this Basic Policy is still in force and effect, if the Life Assured is admitted to a Hospital as a result of a Disability, the Company will pay a Daily Hospitalisation Income Benefit to the Policy Owner.

2. NOTIFICATION

- 2.1 The Policy Owner must give written notice within six (6) months from the first (1st) 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. EXCLUSION

- 3.1 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 Condition;
 - (b) Specified Illnesses;
 - (c) Any medical or physical conditions arising within the first thirty (30) days of the Issue Date, Alteration Effective Date or Reinstatement Date, whichever is the latest except for Injuries;
 - (d) Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction 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.

4. CONDITIONS FOR PAYMENT

4.1 Before any payment of the Daily Hospitalisation Income 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. 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; 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.

SECTION D : CONDITIONS GOVERNING INTENSIVE CARE UNIT AND OVERSEAS BENEFIT

1. BENEFIT PAYMENT

1.1 While this Basic Policy is still in force and effect, if the Life Assured is admitted to:

- (a) the Intensive Care Unit in any Hospital in Malaysia, and/or;
- (b) a Hospital whilst travelling/ residing Overseas,

for a minimum period of six (6) continuous hours per day as a result of a Disability, the Company will pay the Intensive Care Unit and Overseas Benefit to the Policy Owner.

2. NOTIFICATION

2.1 The Policy Owner must give written notice within six (6) months from the first (1st) 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. EXCLUSION

3.1 The Intensive Care Unit and Overseas 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 Condition;
- (b) Specified Illnesses;
- (c) Any medical or physical conditions arising within the first thirty (30) days of the Issue Date, Alteration Effective Date or Reinstatement Date, whichever is the latest, except for Injuries;
- (d) Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction 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.

4. CONDITIONS FOR PAYMENT

- 4.1 Before any payment of the Intensive Care Unit and Overseas 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. 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; 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.

SECTION E : CONDITIONS GOVERNING MONTHLY LIVING ALLOWANCE BENEFIT

1. DEFINITION OF TOTAL AND PERMANENT DISABILITY

1.1 For the purposes of this Policy after the Life Assured has attained the age of sixteen (16) years and if employed at the time of Accident, 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;

1.2 For the purposes of this Policy after the Life Assured has attained the age of sixteen (16) years and if not employed at the time of Accident, 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 resulting in inability to perform three (3) or more of the following Activities of Daily Living:
 - (i) Transfer

Getting in and out of a chair without requiring physical assistance.
 - (ii) Mobility

The ability to move from room to room without requiring any physical assistance.
 - (iii) Continence

The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
 - (iv) Dressing

Putting on and taking off all necessary items of clothing without requiring assistance of another person.

(v) Bathing/ Washing

The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.

(vi) Eating

All tasks of getting food into the body once it has been prepared.

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

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 suffers any loss or Disability as listed in Clause 4.1 of Section B, as a result of the Accident, the Company shall, if such loss or 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 payment of the Monthly Living Allowance Benefit to the Policy Owner.

2.2 For the avoidance of doubt, the payment of Monthly Living Allowance Benefit is subject to TPD Limit.

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 RM 10,000,000.00.

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 due to accident, 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 Monthly Living Allowance Benefit shall not be payable if is caused directly or indirectly, wholly or partly, by any 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) Any medical or surgical Treatment (except those necessitated by injuries covered by this Policy);
- (j) Committing or attempting to commit any unlawful act;
- (k) Any disease, sickness or Congenital Conditions;
- (l) Any physical or mental defect or infirmity;
- (m) Human Immune-deficiency Virus (HIV) and/or any HIV related illness including AIDS and/or any mutant derivations or variations thereof;
- (n) Pregnancy, childbirth, miscarriage or any complications related to the same; and
- (o) Any dental Treatment not necessitated by Injury covered under this Policy.

5. CONDITIONS FOR PAYMENT

- 5.1 Within ninety (90) days of the occurrence of a TPD, evidence of such loss or 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 After payment of the first Benefit by the Company, further evidence must be produced, if requested by the Company, of such continuing loss or Disability prior to each subsequent payment of Benefit made by the Company.
- 5.3 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 the times such Medical Practitioner or Physician may specify.
- 5.4 No legal action/proceedings shall be brought against the Company in respect of this Benefit payable under this Basic Policy if such legal action/ proceedings commenced before the expiration of one (1) year from the date of the occurrence of the loss or Disability.
- 5.5 If there is a failure to comply with any one (1) of the aforesaid conditions, no claim on account of any alleged loss or Disability or for any payment hereunder shall arise or be made or be enforceable against the Company.

SECTION F : CONDITIONS GOVERNING COMPASSIONATE ALLOWANCE 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 Compassionate Allowance 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 G: CONDITIONS GOVERNING MATURITY BENEFIT

1. PAYMENT OF BENEFIT

- 1.1 If the Basic Policy is in force and effect AND SUBJECT ALWAYS to the conditions contained in this Basic Policy and any Endorsement, the Company will pay a Maturity Benefit to the Policy Owner upon the survival of the Life Assured to the Maturity/ Expiry Date.

2. TERMINATION OF THIS SECTION G

- 2.1 The Maturity Benefit shall not be payable upon the occurrence of any of the following, whichever may occur first:
- (a) the death of the Life Assured before the Maturity/ Expiry Date;
 - (b) if the Basic Policy lapses, expires or is surrendered;
 - (c) if the Basic Policy is otherwise terminated in accordance with the provisions contained in the Basic Policy; or
 - (d) upon a claim being admitted under Monthly Living Allowance Benefit.

3. POLICY TO CEASE UPON PAYMENT

- 3.1 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 payment of the Maturity Benefit.

“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.”