

# HONG LEONG ASSURANCE BERHAD

## LIFE PROTECTOR

### 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;

“Basic Sum Assured” means the sum assured of the Basic Policy as specified below where:-

- a. Upon inception the Basic Sum Assured is equivalent to One Hundred Percent (100%) of the Initial Basic Sum Assured;
- b. Upon the first renewal the Basic Sum Assured is equivalent to One Hundred and Five Percent (105%) of the Initial Basic Sum Assured;
- c. Upon the second renewal The Basic Sum Assured is equivalent to One Hundred and Ten Percent (110%) of the Initial Basic Sum Assured.

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

“Bodily Injury/ Injury/ Disability” 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;

“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;

“Initial Basic Sum Assured” means the sum assured of the Basic Policy as specified in the Policy Schedule or any Endorsement prior to any renewal;

“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;

“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;

“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;

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

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

## **SECTION A: GENERAL CONDITIONS**

### **1. BASIS OF THE CONTRACT**

- 1.1. This Policy has been issued pursuant to a proposal made by the Policy Owner and in reliance upon:
- (a) the answers given by the Policy Owner and/or the Life Assured in the application for 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 his true age, the Company will avoid the Policy and refund to the Policy Owner any Total Relevant Amount Payable which has been paid without interest less any expenses which may have been incurred by the Company for any medical examination of the Life Assured and any claims 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 his 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 claims paid.

**5. OWNERSHIP**

- 5.1. The owner of this Policy is the Policy Owner as specified in the Policy Schedule or any Endorsement issued from time to time on change of ownership. During the lifetime of the Life Assured, and subject always to any applicable law, only the Policy Owner has the right to exercise any right or privilege in respect of this Policy.
- 5.2. Notwithstanding the aforesaid, if this Policy is still in force and if the Policy Owner dies before the Life Assured, the Contingent Owner, if any, named in the application for 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.

**6. PROVISION FOR JUVENILES**

- 6.1. Where the age of the Life Assured is less than five (5) years at the time of death or Total and Permanent Disability (“TPD”) as defined under Section D, the Benefits payable under this Policy shall be as follows:-

<u>Age at death/TPD (last birthday)</u>	<u>Percentage of Basic Sum Assured payable</u>
less than two (2) years	Twenty per centum (20%)
Two (2) to less than three (3) years	Forty per centum (40%)
Three (3) to less than four (4) years	Sixty per centum (60%)
Four (4) to less than five (5) years	Eighty per centum (80%)

**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 and the Policy Owner may elect to spread the payment of the Total Relevant Amount Payable into half-yearly, quarterly or monthly instalments. The Company shall deduct any unpaid balance of the Total Relevant Amount Payable 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.

## **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 Policy within a period of twenty-four (24) months from the Due Date of the first (1<sup>st</sup>) unpaid subsequent Total Relevant Amount Payable. The reinstatement of a lapsed Policy is subject to the payment of outstanding Total Relevant Amount Payable with interest chargeable, evidence of insurability being produced to the satisfaction of the Company and the fulfillment of any requirements or terms and conditions as may be deemed necessary at the sole discretion of the Company.

## **11. CANCELLATION**

- 11.1. This Policy may be cancelled by the Policy Owner at any time by giving a written notice to the Company. The cancellation will take effect on the next Due Date following the notice.

## **12. DEDUCTION AT CLAIM**

- 12.1. The Company shall deduct any unpaid balance of premium and any applicable Tax 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. ALTERATION**

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

## **14. GOVERNING LAW**

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

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

- 15.1. The premium and all other monies to be paid by the Policy Owner to the Company under this Policy, including any amount representing reimbursements to be paid by the Policy Owner to the Company, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.

- 15.5. 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.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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.

## **16. CURRENCY**

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

## **17. RESIDENCE, TRAVEL AND OCCUPATION**

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

## **18. CONDITION PRECEDENT TO LIABILITY**

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

## **19. AMOUNTS DUE TO THE COMPANY**

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

## **20. TERMINATION**

- 20.1. This Policy shall terminate immediately:
- (a) on the day after the end of the applicable Policy Year, subject to Renewability Clause;
  - (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 the settlement of a valid claim for the Basic Policy's Benefits in accordance to the provisions governing the Benefits;

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.

## **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 profits of the Company.

## **25. SETTLEMENT OF POLICY PROCEEDS**

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



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

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

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

## **26. NOTICES AND CORRESPONDENCE**

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

## **27. WAIVER**

27.1. 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.

## **28. RENEWABILITY**

28.1. Upon the end of the Policy Year, the Basic Policy will automatically be renewed for another year without evidence of insurability subject to the following terms and conditions:

- (a) Payment of the applicable premium as determined by the Company based on the attained age of the Life Assured on the date of Renewal and any applicable tax;
- (b) The Basic Sum Assured upon first renewal is equivalent to One Hundred and Five Percent (105%) of Initial Basic Sum Assured; or
- (c) The Basic Sum Assured upon second renewal is equivalent to One Hundred and Ten Percent (110%) of Initial Basic Sum Assured.

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

28.2. Policy Owner who does not want to exercise this option shall notify the Company at least thirty (30) days prior to the end of the Policy Year.

## **SECTION B: BENEFITS UNDER BASIC POLICY**

### **1. GRANT OF BENEFITS**

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

### **2. DEATH BENEFIT**

- 2.1. Upon the death of the Life Assured, the Company will pay one hundred per centum (100%) of the Basic Sum Assured in one (1) lump sum to:
- (a) the Policy Owner, if the Policy Owner and the Life Assured are different individuals; or
  - (b) if the Policy Owner and the Life Assured is the same individual, to the Nominee or if no nomination is made, to the Policy Owner's Legal Representative;

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

### **3. ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT**

- 3.1. In the event the Life Assured suffers Total and Permanent Disability ("TPD") due to Accident within three hundred and sixty-five (365) days from the occurrence of the Accident prior to the Life Assured attaining the age of sixty-five (65), the Company will make a payment of five hundred per centum (500%) of the Basic Sum Assured to the Policy Owner SUBJECT TO the conditions set out in Section D of this Basic Policy.

## SECTION C: CONDITIONS GOVERNING DEATH BENEFIT

### **1. PAYMENT OF BENEFIT**

- 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 Basic Sum Assured 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. 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. SUICIDE**

- 4.1. If the Life Assured whether sane or insane, commits suicide within twelve (12) months from the Issue Date or the Reinstatement Date, whichever is later, this Basic Policy shall forthwith become null and void and the Company shall return free of interest the 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 a copy of this 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 D: CONDITIONS GOVERNING ACCIDENTAL TOTAL AND PERMANENT DISABILITY  
BENEFIT**

**1. DEFINITION OF TOTAL AND PERMANENT DISABILITY**

1.1. For the purposes of this Policy prior to the Life Assured attaining the age of sixteen (16) years, AND NOTWITHSTANDING any other definition which may be found elsewhere, "TPD" means a Disability which:

- (1) is total and permanent; AND
- (2) lasts for a minimum period of six (6) consecutive months; AND
- (3) did not exist at the Issue Date or at any Reinstatement Date of this Policy; AND
  - (a) if the Life Assured at such Disability date and at any time thereafter needs constant care and attention and is confined by reason of Accident to his home under medical supervision or in a hospital or similar institution;
  - (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.

1.2. For the purposes of this Policy after the Life Assured has attained the age of sixteen (16) years, AND NOTWITHSTANDING any other definition which may be found elsewhere, "TPD" means a Disability which:

- (1) is total and permanent; AND
- (2) lasts for a minimum period of six (6) consecutive months; AND
- (3) did not exist at the Issue Date or at any Reinstatement Date 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. 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. PAYMENT OF BENEFIT / ADVANCE PAYMENT OF SUM ASSURED**

- 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 due to Accident within three hundred and sixty-five (365) days from the occurrence of the Accident, 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 diagnosed with TPD by a Medical Practitioner and confirmed in writing, pay to the Policy Owner in the following manner:

- (i) if the Total Payable does not exceed the TPD Limit as defined in Clause 2.2 of this Section D, the Company shall pay the first RM2,000,000.00 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 2.2 of this Section D, 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 D; upon payment of TPD benefit, the Basic Sum Assured as at the date of approval of the TPD claim shall then be reduced by the amount paid. The balance, if any, of the Basic Sum Assured as at the date of approval of the TPD claim will be paid upon death of the Life Assured.

“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. 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 defined as follows:

- (a) RM100,000.00, if the Life Assured has not yet attained the age of seven (7) years;
- (b) RM500,000.00, if the Life Assured has attained the age of seven (7) years but has not yet attained the age of fifteen (15) years; or
- (c) RM3,500,000.00, if the Life Assured has already attained the age of fifteen (15) years but prior to attaining the age of sixty-five (65) years;

at the time the Life Assured suffers the TPD.

- 2.3. It is hereby declared and agreed that the aggregate of the TPD benefit payable under this Section D 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.

- 2.4. If any payment is made pursuant to Clause 2.1 of this Section D, the Sum Assured shall accordingly be reduced by the amount so advanced.

## **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. CONDITIONS FOR PAYMENT**

- 4.1. Within ninety (90) days of the occurrence of a TPD due to Accident, 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.
- 4.2. In the event there has been any initial payment pursuant to Clause 2.1 of this Section D, 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.
- 4.3. It is a condition precedent to any payment pursuant to this Section D that a 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 due to Accident be produced at the head office of the Company for Endorsement by the Company.
- 4.4. The Life Assured agrees to be examined by a Medical Practitioner or Physician engaged by the Company in respect of any alleged TPD due to Accident in the manner and at the times such Medical Practitioner or Physician may specify.
- 4.5. No suit on account of any alleged Disability shall be maintainable against the Company if commenced before the expiration of one (1) year from the date of the occurrence of the Disability.
- 4.6. 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.

#### **5. EXCLUSIONS**

- 5.1. The Accidental Total and Permanent Disability Benefit shall not be payable if it is caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:
  - (a) Flying or taking part in any aerial activities except where traveling in an aircraft as a fare-paying passenger on a regularly scheduled flight of a commercial airline and not as aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
  - (b) Self-inflicted Injury, suicide or attempted suicide, provoked murder or assault or being under the influence of drugs/ narcotics/ alcohol of any kind;
  - (c) Engaging in or taking part in professional or semi-professional sports;
  - (d) Engaging in racing of any kind (other than on foot), mountain or rock climbing necessitating the use of ropes or guides, winter sports, underwater pastimes, water skiing, football, polo, hunting, show jumping, caving, pot-holing, boxing or wrestling;
  - (e) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military or usurped power;
  - (f) Direct participation in strikes, riots, rebellion, revolution, civil commotion or insurrection;
  - (g) Active duty in the armed forces (whether voluntary or otherwise);
  - (h) Sickness or Disease of any kind caused by or infected by or in any way attributed to virus, parasite, bacteria or any micro-organism including where the virus, parasite, bacteria or micro-organism is introduced and/ or caused by bites of insects or is sexually transmitted;

- (i) Committing or attempting to commit any unlawful act;
- (j) Any injuries as a result of the mental disorder;
- (k) Miscarriage or any complications related to the same;
- (l) Any dental treatment unless necessitated by Injury covered under this Policy.

**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 be subjected to its respective terms and conditions upon the TPD due to Accident of the Life Assured and upon the approval by the Company of a claim for the Accidental Total and Permanent Disability Benefit save for the Accidental Total and Permanent Disability Benefit itself and the balance, if any, of the Basic Sum Assured shall be payable upon the death of Life 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.”**

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