

## ENDORSEMENT

Attached to and forming part of the master policy for **Cancer Plan, Master Policy No. A2006001** (hereinafter called the "Master Policy").

Notwithstanding anything to the contrary contained in the above-mentioned Master Policy, it is hereby understood and agreed that as from 1 April 2016, the following provisions will be revised and amended as follows:

### Conditions and Privileges

1. Contract of assurance – The description of 'Cancer' under section '1.5 Definitions' will be replaced with the following new critical illness definition:

1.5 **Definitions:** It is expressly declared that for the purpose of this policy the following words are hereinafter defined:

- (i) **"Cancer"** shall mean any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (i) All cancers which are histologically classified as any of the following:
- pre-malignant;
  - non-invasive;
  - carcinoma in situ;
  - having borderline malignancy; or
  - having malignant potential.
- (ii) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)
- (iii) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)
- (iv) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)
- (v) Chronic Lymphocytic Leukemia less than RAI Stage 3
- (vi) All cancers in the presence of HIV
- (vii) Any skin cancer other than malignant melanoma

All other provisions and conditions of the Master Policy shall remain unchanged.

## **ENDORSEMENT**

Attached to and forming part of the master policy for **Cancer Plan, Master Policy No. A2006001** (hereinafter called the "Master Policy").

Notwithstanding anything to the contrary contained in the above-mentioned Master Policy, it is hereby understood and agreed that with effect from 1 April 2015, the following provisions will be revised and amended as follows:

### **Schedule of Surrender Charge**

1. The Schedule of Surrender Charge will be deleted in its entirety

### **Conditions and Privileges**

2. Master policy – The description of 'Surrender value' under clause 16 will be deleted in its entirety and replaced with the following new clause:
  - 16.1 This plan will acquire surrender value as determined by the company after being in force for 3 full years.
  - 16.2 The surrender value, if any, less any outstanding premium, while the individual assurance is in force, shall be made payable to certificate owner:
    - (a) Upon the individual assurance being surrendered by the certificate owner by giving written notice to the company;
    - (b) Upon death of life assured;
    - (c) Upon the next certificate anniversary following life assured's 70th birthday and provided that no NCR is payable on this date;
    - (d) Upon death of a certificate owner who is not the life assured under the certificate; or
    - (e) Upon discontinuance of the certificate due to non-payment of premium.

All other provisions and conditions of the Master Policy shall remain unchanged.

## ENDORSEMENT

Attached to and forming part of the master policy for **Cancer Plan, Master Policy No. A2006001** (hereinafter called the "Master Policy").

Notwithstanding anything to the contrary contained in the above-mentioned Master Policy, it is hereby understood and agreed that with effect from 1 January 2015, the following provisions will be revised and amended as follows:

### Conditions and Privileges

1. Contract of assurance – The description of 'Contract of assurance' under clause 1.1 & clause 1.2 will be deleted in its entirety and replaced with the following new clause:

1.1 This policy is issued in consideration of the life assured's application/enrolment affirmation and the payment of premium as shown in the certificate of insurance and pursuant to:

(a) the answers given by the life assured in the application/enrolment affirmation or any subsequent questionnaires given by the company on any matters relating to the application/enrolment affirmation and any disclosures made by the life assured between the time of submission of the application/enrolment affirmation and the time the certificate of insurance is entered into; and

(b) medical reports and any other reports and questionnaires;

(collectively referred to as 'the material information')

and such material information shall form part of this master policy between the company and policy holder and/or the life assured. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

1.2 If the life assured is required by the company, before the certificate of insurance is varied, to answer any questions or if he/she is required to confirm or amend any matter previously disclosed by him/her to the company in relation to the certificate of insurance, it is the life assured's duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

The life assured must inform the company of any change to the information given to the company in his/her answers or in respect of any matter previously disclosed to the company in relation to the certificate of insurance if such changes had taken place after the life assured has submitted the application for variation but before the certificate of insurance is varied.

2. New clauses – The following new clauses will be added into this provision:

33. Tax

33.1 All taxes, including without limitation any goods and services tax, and/or other forms of sales or consumption tax, whether currently in force or implemented after the date of the certificate of insurance will be charged in accordance with the applicable legislation at the prevailing rate. Where necessary, the company will amend the terms of this master policy to take into account any such tax.

34. United States Foreign Account Tax Compliance Act (FATCA)
- (i) If the life assured has a U.S. indicia, the life assured agree to provide the company with such information, consent and/or assistance as the company may from time to time reasonably request, to allow the company to comply with the United States Foreign Account Tax Compliance Act (FATCA). This request includes but is not limited to any required reporting to the U.S. Internal Revenue Service of information relating to the life assured or beneficiaries in connection with the certificate of insurance. If the life assured does not provide such information, consent and/or assistance as mentioned above, the company reserve the right and shall be entitled to take the necessary action to be in compliance with FATCA which may include submitting the necessary reports, suspending the certificate of insurance, withholding the necessary monies to be remitted, terminating the certificate of insurance and returning the cash value (if any) less any indebtedness without interest in the event of such termination.
  - (ii) For the purpose of this master policy, the definition of U.S. indicia will be as that is stated by the U.S. Internal Revenue Service (IRS) through their website at [www.irs.gov](http://www.irs.gov), or any subsequent revision by the IRS of that definition.

All other provisions and conditions of the Master Policy shall remain unchanged.

## NOTICE / NOTIS

### CHANGE OF NAME / *PENUKARAN NAMA*

Please be informed that we have changed our Company name to **Sun Life Malaysia Assurance Berhad** with effect from 19 August 2013.

*Sila maklum bahawa kami telah menukar nama Syarikat kami ke **Sun Life Malaysia Assurance Berhad** berkuatkuasa 19 Ogos 2013.*

**CIMB AVIVA**

**CIMB AVIVA ASSURANCE BERHAD**

**MASTER POLICY**

**Cancer Plan**

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## **SCHEDULE OF BENEFITS**

### **Basic benefits**

#### **1. Cancer benefit**

Benefits payable upon cancer diagnosis.

<b>Plan</b>	<b>Amount payable (RM)</b>
A	10,000
B	20,000
C	30,000
D	50,000
E	75,000
F	85,000
G	100,000

#### **2. Gender specific cancer benefit**

Benefits payable upon gender specific cancer diagnosis, in addition to cancer benefit.

<b>Plan</b>	<b>Amount payable (RM)</b>
A	2,500
B	5,000
C	7,500
D	12,500
E	18,750
F	25,500
G	30,000



### 3. Carcinoma in situ (CIS) benefit

Benefits payable upon carcinoma in situ diagnosis. Benefit payment is limited to one time only for each life assured.

Plan	Amount payable (RM)
A	2,500
B	5,000
C	7,500
D	12,500
E	18,750
F	25,500
G	30,000

### 4. Post diagnosis medical benefits

#### A. Service fee for chemotherapy and radiotherapy treatments

The cost of treatment will be reimbursed if life assured receives chemotherapy and/or radiotherapy treatment(s) as a result of cancer and within thirty six (36) months from the date of diagnosis of cancer.

Plan	Amount payable (RM)
A	1,000
B	2,000
C	3,000
D	5,000
E	7,500
F	12,750
G	15,000

## B. Daily hospital cash benefit

Daily hospital cash benefit will be payable if life assured is confined to a hospital as an in-patient as a result of cancer and within thirty six (36) months from the date of diagnosis of cancer.

Plan	Amount payable (RM)
A	50
B	75
C	100
D	150
E	200
F	250
G	300

## 5. No claim refund

No claim refund (NCR) equals to 20% of the total premium due and paid (including premium of supplementary benefit) for the five (5) years period preceding the NCR payment. This benefit is payable at end of every five (5) years from certificate commencement date, provided no benefit payment has been made under cancer benefit, gender specific cancer benefit and post diagnosis medical benefit.

## **SUPPLEMENTARY BENEFIT**

### **1. Compassionate benefit**

Benefit will be payable upon death of life assured due to any reason.

<b>Plan</b>	<b>Amount payable (RM)</b>
A	1,000
B	2,000
C	3,000
D	5,000
E	7,500
F	8,500
G	10,000

## **SCHEDULE OF SURRENDER CHARGE**

<b>Number of completed months from certificate commencement date to date of surrender</b>	<b>Surrender charge (as a percentage of surrender value)</b>
0 to 35	100%
36 to 71	20%
72 or greater	10%

## **CONDITIONS AND PRIVILEGES**

### **1. Contract of assurance**

- 1.1 This policy, certificates of insurance, the applications thereto, the annexures and/or endorsements thereto all together constitute the contract of assurance.
- 1.2 All statements made when applying for an assurance will, in the absence of fraud, be deemed representations and not warranties. No statement will be used to invalidate the contract/assurance nor to defend a claim made under it unless such statement is contained in the application for the assurance.
- 1.3 The benefits under any of the additional coverage as per the annexures and/or endorsements to the policy herein attached shall be subject to the conditions stipulated in the said annexures and/or endorsements.
- 1.4 Any variation to the terms of this policy shall have no effect unless approved by the company and the approval is endorsed hereon.
- 1.5 **Definitions:** It is expressly declared that for the purpose of this policy the following words are hereinafter defined:
- (a) **“The company”** shall mean CIMB Aviva Assurance Berhad.
  - (b) **“Policy holder”** shall mean entity as stipulated in the policy schedule.
  - (c) **“Life assured”** shall mean an individual who is insured pursuant to an assurance under this policy.
  - (d) **“Payor”** shall mean the person effecting the insurance on a life assured.
  - (e) **“Certificate owner”** shall mean the person(s) who owns the legal title of the certificate and in the absence of any assignment of the certificate shall mean the payor.
  - (f) **“Dependant(s)”** shall include and be limited to the following person(s):
    - i. Payor’s legally married spouse;
    - ii. Payor’s immediate parent(s).
  - (g) **“Certificate commencement date”** shall mean the effective date of individual assurance defined in provision 3.
  - (h) **“Certificate anniversary”** shall mean a date in any subsequent year on which the day and month correspond numerically to the day and month of the certificate commencement date.
  - (i) **“Cancer”** shall mean the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue for which major interventionist treatment or surgery (excluding endoscopic procedures alone) is considered necessary. The cancer must be confirmed by histological evidence of malignancy. The following conditions shall not come within the definition of cancer under this policy:
    - i. Carcinoma in situ including, but not limited to, that of the cervix and of the breast;

- ii. Ductal carcinoma in situ of the breast;
  - iii. Papillary carcinoma of the bladder and stage 1 prostate cancer;
  - iv. All skin cancer except malignant melanoma;
  - v. Stage 1 Hodgkin's disease; and
  - vi. Tumours manifesting as complications of Acquired Immune Deficiency Syndrome (AIDS).
- (j) **“Gender specific cancer”** shall mean a cancer that originates from the following sites:
- i. If the life assured is female: cervix, uterus, ovary and breast;
  - ii. If the life assured is male: nasopharynx, small intestine, colon (but not rectum) and prostate.
- (k) **“Carcinoma in situ”** shall mean the stage of cancer in which the cancer cells are confined to the epithelial tissues only and have not spread beyond the basement membrane and this shall have to be confirmed by histopathology conducted by a pathologist and is limited to carcinoma in situ of the following sites:
- i. If the life assured is female: cervix, uterus, ovary and breast;
  - ii. If the life assured is male: nasopharynx, small intestine, colon (but not rectum) and prostate.
- Cervical Intraepithelial Neoplasia (CIN) classification of CIN I, CIN II and CIN III shall not come within the definition of carcinoma in situ under this policy.
- (l) **“Hospital”** shall mean a licensed, lawfully operated institution, which is engaged primarily in providing medical care and treatment to sick and injured person on an inpatient basis and which provides 24-hour nursing service and facilities for diagnosis and major surgery. It does not include any of the following:
- i. A private clinic;
  - ii. Maternity home;
  - iii. Rest home;
  - iv. Long term nursing care facility;
  - v. Home for aged;
  - vi. Any facility which primarily afford remedial, rehabilitative or convalescent care;
  - vii. Any facility primarily for the confinement or treatment of drug abuse or addiction or alcoholism.

- (m) **“Qualified medical practitioner”** shall mean any person legally authorised in the geographical area of his practice to render medical and surgical services and must be registered with Malaysian Medical Association (MMA) or similar organisation outside Malaysia. A medical practitioner who is the life assured, or the spouse or lineal relatives of the life assured will not be deemed as qualified medical practitioner.
- (n) **“Reasonable and customary charges”** shall mean charges for medical care when it is medically necessary and shall be considered reasonable and customary to the extent that they do not exceed the general level of charges being made by others of similar standing in the locality where the charges are incurred when furnishing like or comparable treatment, service or supplies to individual, of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice that would not have been omitted without adversely affecting the life assured’s medical condition.
- (o) **“Medically necessary”** shall mean a medical service which is:
- i. consistent with the diagnosis and customary medical is for a covered disability; and
  - ii. in accordance with the standards of good medical practice, consistent with current standards of professional medical care and or proven medical benefits; and
  - iii. not for the convenience of the life assured or the physician and unable to be reasonably rendered out of hospital (if admitted as an inpatient); and
  - iv. not of an experiment, investigational or research nature or screening nature; and
  - v. for which the charges are fair and reasonable and customary for the disability.
- (p) **“Pre-existing condition”** shall mean any condition that existed before the effective date of insurance of a life assured and the life assured has reasonable knowledge of. A life assured may be considered to have reasonable knowledge of a pre-existing illness where the condition is one for which:
- i. the life assured had received or is receiving treatment; or
  - ii. medical advice, diagnosis, care or treatment has been recommended; or
  - iii. clear and distinct symptoms are or were evident; or
  - iv. its existence would have been apparent to a reasonable person in the circumstances.

## 2. Interpretation

2.1 In this policy,

- (a) the headings are inserted for convenience only and shall not affect the construction of this policy;
- (b) the references to persons shall include bodies incorporate and unincorporate;
- (c) the references to clauses are to the clauses of this policy;

- (d) the words including the singular shall include the plural and vice-versa; and the words including a gender shall include every gender, as allowed by context.

### **3. Effective date of assurance**

- 3.1 An individual assurance will take effect only upon approval of the application by the company and provided that the full payment of the first premium has been received by the company ("effective date").

### **4. Certificate of insurance**

- 4.1 The company will issue a certificate of insurance certifying that the relevant life assured is covered under an assurance pursuant to this policy.

### **5. Benefits**

#### **5.1 Cancer benefit**

- 5.1.1 The company shall pay the cancer benefit according to the schedule of benefits, for the plan of insurance that the life assured was covered, upon receipt of due proof that the life assured being diagnosed with cancer, as herein defined, while insured under this policy.

- 5.1.2 For each life assured the cancer benefit shall be payable no more than one time.

#### **5.2 Gender specific cancer benefit**

- 5.2.1 The company shall pay the gender specific cancer benefit according to the schedule of benefits, for the plan of insurance that the life assured was covered, upon receipt of approval of due proof that the life assured being diagnosed with gender specific cancer, as herein defined, while insured under this policy.

- 5.2.2 No benefit shall be payable if cancers have metastasised to and do not originate from the sites.

- 5.2.3 For each life assured the gender specific cancer benefit shall be payable no more than one time only.

- 5.2.4 Insurance for gender specific cancer benefit shall cease immediately upon the life assured being diagnosed with cancer, regardless whether the cancer is gender specific cancer or not.

#### **5.3 Carcinoma in situ benefit**

- 5.3.1 The company shall pay the carcinoma in situ benefit according to the schedule of benefits, for the plan of insurance that the life assured was covered, upon receipt of approval of due proof that the life assured being diagnosed with carcinoma in situ while insured under this policy.

- 5.3.2 For each life assured carcinoma in situ benefit shall be payable no more than one time only.



5.3.3 Insurance for carcinoma in situ benefit shall cease immediately upon the life assured being diagnosed with cancer, regardless whether carcinoma in situ is payable.

#### **5.4 Service fee for chemotherapy and radiotherapy treatments**

5.4.1 After a life assured is diagnosed with cancer, the company will reimburse the reasonable and customary charges incurred for the medically necessary treatment of cancer subject to the limit as specified in the schedule of benefits.

5.4.2 Such treatment (radiotherapy or chemotherapy excluding consultation, examination tests and take home drugs) must be performed at a hospital or a registered cancer treatment centre within thirty six (36) months after the date of diagnosis of cancer.

#### **5.5 Daily hospital cash benefit**

5.5.1 If life assured is confined to a hospital as an inpatient as a result of cancer within thirty six (36) months after the date of diagnosis of cancer, daily hospital cash benefit will be paid for the day(s) that the life assured is confined to a hospital, subject to a maximum limit of sixty (60) days per year. Such years will be measured from the date of diagnosis of cancer.

5.5.2 Confined to a hospital shall mean a continuous confinement of at least six (6) hours in a "hospital" as herein defined and a room and board charge has been made by the hospital in connection with the confinement.

#### **5.6 No claim refund**

5.6.1 The company shall pay no claim refund (NCR) at end of every five (5) years from certificate commencement date, while the life assured is insured under this policy and provided no benefit payment has been made under cancer benefit, gender specific cancer benefit, service fee for chemotherapy and radiotherapy treatments and daily hospital cash benefit, and subject to no premiums being under arrears for the life assured's coverage.

5.6.2 NCR is equivalent to a percentage (as specified in the schedule of benefits) of total premium due and paid for the five (5) years period preceding the NCR payment.

5.6.3 No NCR will be payable if cancer benefit, gender specific cancer benefit or carcinoma in situ benefit becomes payable

### **6. Limitation**

6.1 No benefit is payable unless the entire hospital confinement and all hospital services rendered and operations performed, if any, had been recommended and approved by a qualified medical practitioner.

6.2 No benefit is payable if the hospital confinement upon which the claim is based is not related to the diagnosis and treatment of the condition for which hospital confinement is required by the attending qualified medical practitioner.

6.3 No benefit is payable for charges, fees or expense not mentioned in any provisions of the policy.

6.4 No benefit is payable for any illness other than cancer and carcinoma in situ.

- 6.5 No benefit is payable for any claim of service fee for chemotherapy and radiotherapy treatment that occurred after the expiration of the thirty six (36) months period from the date of diagnosis of any cancer (in respect of which the life assured is entitled to cancer benefit and/or gender specific cancer benefit).
- 6.6 No benefit is payable for daily hospital cash benefit that occurred after the expiration of the thirty six (36) months period from the date of diagnosis of any cancer (in respect of which the life assured is entitled to cancer benefit and/or gender specific cancer benefit).
- 6.7 No benefit is payable for daily hospital cash benefit in excess of sixty (60) days per year (in respect of which the life assured is entitled to cancer benefit and/or gender specific cancer benefit). Such years will be measured from the date of diagnosis of cancer.
- 6.8 No benefit is payable for any benefit under this policy, if the coverage is lapsed, cancelled, surrendered or terminated pursuant to any provision of this policy or for any other reason including termination for misrepresentation or non-disclosure of material facts.

## **7. Exclusions**

- 7.1 No benefit is payable if, the cancer, the gender specific cancer, or the carcinoma in situ were in respect of, consequent upon, or contributed by any pre-existing medical condition, as defined herein.
- 7.2 No benefit is payable if the life assured had been diagnosed with cancer, gender specific cancer or carcinoma in situ and/or is receiving cancer treatment prior to the effective date of insurance.
- 7.3 No benefit is payable if cancer, gender specific cancer or carcinoma in situ manifests within the sixty (60) days after the effective date of insurance or sixty (60) days of any readmission of insurance as the case may be.
- 7.4 No benefit is payable if the life assured suffers from any cancer, gender specific cancer or carcinoma in situ caused directly or indirectly by the existence of Acquired Immune Deficiency Syndrome (AIDS) or in the presence of any Human Immunodeficiency Virus (HIV) infection in the life assured.
- 7.5 No benefit is payable if cancer, gender specific cancer or carcinoma in situ is due to any unreasonable failure to seek or follow medical advice.

## **8. Notice of claim**

- 8.1 The certificate owner or claimant shall notify the company on the claim event of life assured immediately and furnish the company with all information necessary, at no expense to the company, to determine whether the benefit is payable in respect of that life assured and the amount payable within a period of ninety (90) days from the date of diagnosis.
- 8.2 Failure to furnish such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

## **9. Proof of claim**

9.1 Admission of any claim will be subject to satisfactory proof as the company may reasonably require at no expenses to the company.

## **10. Filing proof of claim**

10.1 Adequate medical evidence must be provided, without any cost to the company, to the satisfaction of the company. Every diagnosis of any of the aforesaid cancer, gender specific cancer or carcinoma in situ must be supported by acceptable clinical, radiological, histological and laboratory evidence and confirmed by a qualified medical practitioner.

## **11. Medical examination**

11.1 The company shall have the right to examine the life assured whenever it may so reasonably require.

## **12. Cessation of coverage**

12.1 An individual assurance will terminate with immediate effect on the occurrence of one of the following events, whichever occurs first:

- (a) Upon death of the life assured;
- (b) Upon the next certificate anniversary following life assured's seventieth (70<sup>th</sup>) birthday;
- (c) Upon payment of surrender value in accordance to provision 16;
- (d) Upon any premium is overdue beyond the grace period as provided under this policy;
- (e) Thirty six (36) months after the date of a life assured is diagnosed with cancer; or
- (f) Upon termination of this policy.

12.2 Termination of individual assurance shall be without prejudice to any claim arising prior to such termination.

## **13. Premium rate**

13.1 The premium rate of participant is determined according to the plan and attained age of the participant. The company has the absolute right to revise the premium rates, every year on the policy anniversary. The company shall notify in writing of the change in the premium rates.

## **14. Payment of premiums**

14.1 The first premium shall be payable on the certificate commencement date while the subsequent premiums shall be payable on every premium due date.

- 14.2 A grace period of thirty (30) days shall be allowed for the payment of any premium after the first premium. If any premium is not paid before the expiration of the grace period, the individual assurance shall automatically terminate at the expiration of the grace period and the company shall pay surrender value, if any, according to provision 16 "surrender value".
- 14.3 In the event of a claim submitted during the grace period before the premium has been paid for which the company has received notification of claim, the certificate shall be considered to have remained in force until the next premium due date. The company shall deduct the outstanding premiums and the premiums payable up to the next premium due date from the benefit payable under the policy.

## **15. Age of the life assured**

- 15.1 The age of a life assured will be admitted during his or her lifetime on production of satisfactory evidence acceptable to the company. If it is not so admitted, proof of age must be submitted before any payment is made by the company.
- 15.2 Provided the insurance would still be possible under the terms of this policy, and the misstatement of age resulted in the total premium paid from inception of the individual assurance, to differ from the total premium that should have been paid (if the age had been correctly stated), the difference will be payable to the company or refunded to the certificate owner as the case may be.
- 15.3 If the actual age at entry caused life assured to be ineligible for the insurance, no benefit shall be payable and the individual assurance shall cease immediately. The company will refund, without interest, the premium less any benefit paid.

## **16. Surrender value**

- 16.1 The surrender value, if any, as determined by the company, less surrender charge and any outstanding premium, while the individual assurance is in force, shall be made payable to the certificate owner,
- (a) upon the individual assurance being surrendered by the certificate owner by giving written notice to the company;
  - (b) upon death of life assured;
  - (c) upon the next certificate anniversary following life assured's seventieth (70<sup>th</sup>) birthday and provided no NCR is payable on this date;
  - (d) upon death of a certificate owner who is not the life assured under the certificate;
  - (e) upon discontinuance of the policy due to non-payment of premium.
- 16.2 The surrender charges are as per described in the schedule of surrender charges and are applicable to each surrender of certificate.

## **17. Readmission of life assured**

17.1 Life assured, whose coverage has terminated, may be readmitted at the discretion of the company subject to satisfactory evidence of insurability and any other terms and conditions that the company may prescribe.

## **18. Assignment**

18.1 The company will not recognise any assignment upon any individual assurance unless notice (in duplicate) of such assignment is served to the company at its Head Office. In registering or acknowledging such notice of assignment the company does not accept any responsibility on the validity of such assignment.

## **19. Ownership**

19.1 The ownership of the individual assurance will vest in the certificate owner.

## **20. Continuation option**

20.1 In case of death of a certificate owner, in which the insurance is on a life assured other than the certificate owner, the insurance shall cease immediately and the surrender value on the assurance, if any, is payable.

20.2 The life assurance may be resumed by a written application/notice, satisfactory to the company. The application/notice must be received within ninety (90) days of the death of the certificate owner.

20.3 Upon approval of the application, the company will issue a new insurance at the same rates, terms and conditions under which the previous insurance on the life assured was provided. The new insurance will take effect from the date of death of the certificate owner.

## **21. Evidence of insurability**

21.1 Evidence of insurability satisfactory to the company will be required before any individual assurance becomes effective.

21.2 The company has the right to reject any application or offer insurance at modified terms or reduce the coverage proposed, if in the opinion of the company the health, occupation, avocations etc. of the life assured are not within its standard limits.

## **22. Policy worldwide**

22.1 Subject to the expressed terms in the annexures or endorsements to the policy herein attached, this policy shall be free from restriction as regards to residence, occupation or travel.

## **23. Amendment of policy**

23.1 The policy may be amended or changed at any time, without the consent of the certificate owner or the life assured. However such amendment or change shall only be effective with the mutual

consent thereto of the policy holder and the company. For the avoidance of doubt, it is hereby agreed that any such amendment or change to the policy and its associated documents shall be binding and effective on all certificate owners and all life assured.

23.2 No agent of the company is authorised to make amendments or modifications to this contract, to extend the time for premium payment, to waive any lapse or forfeiture, to waive any of the company's rights or requirements, or to bind the company by making any promise or by accepting any representation or information not contained in the application and declaration for this policy.

23.3 Only an authorised representative of the company has the power on its behalf to amend or modify the policy or to extend the time for any premium payment therein. The company shall not be bound by any promise or representation heretofore or hereafter given by any person other than the authorised representative and such approval be endorsed herein.

#### **24. Plan conversion**

24.1 Application for plan change may be allowed at the discretion of the company and shall subject to terms and conditions that the company may impose from time to time.

#### **25. Conditional guaranteed renewable**

25.1 The policy and all individual assurances under the policy will be guaranteed renewable subject to the terms and conditions herein.

25.2 The renewal premiums rate and benefits are not guaranteed and the company reserves the right to revise the premium rate and benefits at policy anniversary. Such changes, if any, shall be applicable to all individual assurances irrespective of their claim experience according to the company's risk assessment.

25.3 The renewal of the policy and all individual assurances under the policy is guaranteed until the occurrence of any of the following:

- (a) Upon cessation of coverage of individual assurance in accordance to provision 12 "cessation of coverage";
- (b) Fraud or misrepresentation of material fact during application or reinstatement;
- (c) The company withdraws the policy completely from the market in accordance with the portfolio withdrawal condition.

#### **26. Portfolio withdrawal condition**

26.1 The company reserves the right to cancel the portfolio as a whole if it decides to discontinue underwriting this insurance product.

26.2 The policy may be cancelled by the company, at any policy anniversary, by mailing a written notice of cancellation to the policy holder at its last known business address, stating when but not less than sixty (60) days thereafter, that such cancellation shall become effective. The surrender values or the NCR as the case may be, of each the individual assurance at the date of cancellation will be payable.

## **27. Incontestability**

27.1 Any individual assurance under this policy shall be incontestable, except for fraud, after it has been in force during the lifetime of the life assured for two (2) years from the certificate commencement date, or two (2) years from the date of any readmission of insurance as the case may be.

## **28. Non-participating**

28.1 This policy is a non-participating policy and does not confer on the policy holder, the certificate owner or the life assured any right to share in the profits or surplus arising from the business or any part of the business of the company.

## **29. Law and interpretation**

29.1 This policy shall be governed by and interpreted according to the Law of Malaysia.

## **30. Insurance Regulatory Authority**

30.1 This policy shall be subject to the overriding directive of Malaysia Insurance Regulatory Authority, its various guidelines, directives, regulations and the Insurance Act, 1996 and its subsequent amendment or replacement; and

30.2 This policy shall be subject to periodic review by the parties upon the issuance of any such guideline, directive, regulations or amendment to the Insurance Act, 1996 and its subsequent amendment or replacement or any other related legislation, rule or law, governing the conduct of the business of the company; and

30.3 In the event of any matters arising in provision 30.1 or provision 30.2, the parties shall in good faith negotiate for a fair and reasonable solution which may include the termination of this policy and the agreed consequences thereof; and

30.4 The policy holder shall permit the lawful and authorised officers of Malaysia Insurance Regulatory Authority to perform such investigations, as the Insurance Regulatory Authority shall deem appropriate pursuant to Parts VIII and IX of the Insurance Act, 1996 and its subsequent amendment or replacement.

## **31. Severability**

31.1 In the event any provision of this policy is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this policy, and this policy shall be construed in all respects as if the invalid or unenforceable provision is essential to the underlying business terms of this policy and the policy holder and the company shall renegotiate the business terms of this policy to account for the omission of such provision.

## **32. Successors bounds**

32.1 This policy shall inure to the benefit of the parties, its successors, administrators, heirs and assigns.

## **SUPPLEMENTARY DEATH BENEFIT**

Notwithstanding anything to the contrary contained herein, the company has agreed to provide the benefit as described in this supplementary benefit contract, which is attached to the basic policy, as stated in the policy schedule and schedule of benefits, and subject to the provisions contained herein.

### **1. Death benefit**

- 1.1 Upon receipt of satisfactory proof of the death of the life assured and provided that the coverage was in force on the date of life assured, the company shall, subject to the provisions contained herein, pay the compassionate benefit according to the schedule of benefits for the plan of insurance that the life assured was covered. All coverage and benefits under the certificate will then terminate immediately.
- 1.2 No death benefit shall be payable under any of the following circumstances and the premium paid will be refunded without interest:
  - (a) Any death, occurring in the first 24 months of the certificate commencement date, pursuant to, as a result of or contributed by a pre-existing medical condition, as defined herein;
  - (b) If the life assured commits suicide (whether sane or insane at the time) within twelve (12) months from the certificate commencement date or readmission date as the case maybe;
  - (c) Any death occurring directly or indirectly due to AIDS or in the presence of HIV infection in the life assured.

### **2. Premium**

- 2.1 The premium of this supplementary benefit contract is as prescribed in the schedule of premiums and is payable at the same frequency and along with the premium for the basic coverage.
- 2.2 The company has the absolute right to revise the premium rates or the benefits on any policy anniversary.

### **3. Notice of claim**

- 3.1 Written notice of claim must be given to the company within one (1) month after the date of death. Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

### **4. Termination**

- 4.1 The insurance under this supplementary contract shall automatically terminate on the occurrence of any one of the following events:
  - (a) Upon death of the life assured; or
  - (b) Upon termination of coverage as stated in provision 12 "cessation of coverage" of the basic policy.
- 4.2 The termination shall be without prejudice to any claim arising prior to such termination.