

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

NOTICE

CHANGE OF NAME

With effect from 8 August 2007, Commerce Life Assurance Berhad changed its name to CIMB Aviva Assurance Berhad pursuant to Section 23 of the Companies Act 1965.

CIMB AVIVA

CIMB AVIVA ASSURANCE BERHAD

MASTER CONTRACT

Credit Protector

CONDITIONS AND PRIVILEGES

1) The Contract of Assurance

This Policy, the proposal and declaration thereto, a copy of which is attached, the annexures, the endorsements and the enrollment forms completed by Insured participants thereto all together shall constitute the Contract of Assurance.

All statements made by the Policyholder or by any eligible participant shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used to invalidate the Policy nor to defend a claim made under it unless such statement is contained in the written proposal and declaration for the Assurance.

It is expressly declared and agreed between the Company and the Policyholder that for the purpose of this Policy the following words are hereinafter defined:

Policy Year shall mean the period of one year from the Commencement Date of the Policy or from any renewal date.

Eligible Participant shall mean a Credit Card Holder as stipulated in the Policy Schedule who may participate in the Assurance under this Policy.

Insured shall mean a person who is covered under this Policy.

Credit Card Holder shall mean the Principal and Supplementary Credit Card Holders of the Institution.

Institution shall mean the policyholder or any organization named herein or a subsidiary to the Policyholder covered under this policy.

Sickness shall mean shall mean sickness, illness, or disease contracted by an Insured while this Policy is in force.

Injury shall mean bodily injury which:

- i. is sustained by the Insured during the coverage period of this Policy.
- ii. is caused solely and directly by accident, and
- iii. solely and independently of any other cause, except sickness or medical or surgical treatment directly resulting from or rendered necessary by such Injury, occasions the death or disablement of such Insured within twelve (12) calendar months from the date thereof.

Credit Card shall mean the credit card(s) issued by the Policyholder in respect to the Insured.

In this Policy:

- i. the headings are inserted for convenience only and shall not affect the construction of this Policy;
- ii. the references to persons shall include bodies incorporate and unincorporate;
- iii. the references to Clauses are to the clauses of this Policy;
- iv. 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.

2) Eligibility

The person eligible for Assurance under this Policy are Credit Card Holders of the Institution as stated in the Policy Schedule who are above 18 years old and below sixty (60) years or age.

3) Effective Date Of Individual Insurance

Subject to satisfactory evidence of insurability as stipulated in Provision 4 of the Policy, the insurance of each Credit Card Holder shall take effect from the first (1st) day of the month succeeding the month in which the application of insurance of the credit card holder is accepted.

4) Evidence of Insurability

Satisfactory evidence of health may be required by the Company before the eligible participant is accepted for insurance. The Company has the absolute right to reject any application if satisfactory evidence of health is not provided.

5) Benefits

In the event of death of an Insured from any cause other than the excluded risk as herein contained, the Company shall pay the death benefit of the Insured.

The death benefit of the Insured will be the Sum Assured of the Insured at the time of death, as stipulated in the Policy Schedule, less any unpaid balance of premiums due, and any amount allowed under Supplementary Temporary Total Disability (TTD) Benefit and Supplementary Terminal Illness (TI) Benefit.

6) Risk Exclusions

No benefit shall be paid if Death is due to or accelerated by, directly or indirectly, wholly or partly, any of the following causes:

- i. If an Insured commits suicide, while sane of insane, within one year from his Effective Date of Insurance, the death benefit payable under this Policy shall be a sum equal to the total premium paid in respect of such Insured without interest and no more.
- ii. Pre-existing conditions for which the Insured received medical treatment, diagnosis, consultation, or prescribed drugs during the one hundred and eighty (180) days preceding the Effective Date of Individual Insurance, unless the Insured affected by these conditions has been insured under the Policy for twenty-four (24) months.

7) Annual Premium Rate

The annual premium rate per RM1,000 of the Assurance under this Policy as stipulated in the Policy Schedule is determined on the Commencement Date of the Policy. The Company, otherwise stated in the Policy Schedule, has the absolute right to revise the rate every year on the Policy Anniversary unless stated otherwise in the Policy Schedule. The Company shall notify in writing at least ninety (90) days before effecting the change of such premium rate.

For those Insureds who do not satisfy the Company's standard health requirements as stipulated in Provision 4 of the Policy and who are engaged in hazardous occupations, the Company has the absolute right to accept on different terms or reject any application or coverage on the lives of the Insureds.

8) Payment of Premiums

The monthly premium chargeable to each insured shall be computed by applying the premium rate to the Sum Assured of the Insured as at the last date of the previous month. All premiums are payable in advance on the due date to the Head Office of the Company in Kuala Lumpur.

The payment of any premium shall provide insurance only until the date when the next premium becomes due and payable.

9) Notice of Claims

The Policyholder shall notify the Company on the death of any Insured immediately and furnish the Company with all information necessary to determine whether the benefit is payable in respect of that Insured and the

amount of the Sum Assured as at the date of death at no expense to the Company, within a period of thirty (30) days from the date of death.

10) Misstatement of Age

The Age of an Insured will be admitted during his lifetime on production of satisfactory evidence acceptable to the Company. If it is not so admitted, Proof of Age must be submitted before any benefit payment is made by the Company.

If the actual Age at entry cause an Insured 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, for the ineligible period.

11) Readmission of Insured

Insureds, whose coverage have terminated, may be readmitted at the discretion of the Company subject to satisfactory evidence of insurability.

12) Cessation of Coverage

The coverage of an Insured is terminated with immediate effect on the occurrence of any of the following events:

- a) Upon the Insured's death or incidence of total and permanent disablement of the Insured;
- b) Upon the Insured ceasing to be eligible to participate in the Assurance under this Policy;
- c) Upon the Insured attaining the exact age of sixty-one (61); or
- d) Upon termination of this Policy.

Termination of this Assurance for any Insured shall be without prejudice to any claim arising prior to such termination.

13) Settlement of Benefits

Any benefits payable under this Contract will be paid to the Policyholder. Such payment shall fully discharge the liability of the Company in respect of the claim or benefit payable under this Contract.

14) Incontestability

The Assurance (including any supplementary assurance of benefit attached to this Policy) on the lives of the Insured shall be incontestable, except for fraud or non-payment of premiums, after it has been in force during the lifetime of the Insured for two (2) years from the date of joining for the first time or readmission, whichever is later.

15) Records

The Policyholder shall furnish periodically to the Company, information relating to new Insured and terminations of insurance of participants that are required for the Company to properly administer the insurance. The Policyholder shall furnish to the Company the ages, occupations, sexes, and other relevant data concerning the Insured as may be considered relevant to administer the insurance and to determine the premium rate upon request by the Company.

The Company reserves the right at reasonable times to inspect all books and records of the Policyholder use to keep the relevant information on the eligible participants and Insureds.

16) Cash Value

This Assurance shall not acquire any cash value.

17) Assignments

The Assurance provided under this Policy and the benefits payable hereunder are not assignable.

18) Renewal Privilege

This Policy is issued for the period of one (1) year from the Commencement Date specified in the Policy Schedule and may be renewed by the Policyholder on any subsequent policy anniversary subject to the consent of the Company and conditions herein contained.

19) Amendment of Policy

This Policy may be amended or changed at any time, without the consent of the Insured hereunder, upon written agreement between the Policyholder and the Company. Any amendment or change to this Policy shall be binding on all Insured from the effective date of the amendment.

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 proposal and declaration for this Policy.

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.

20) Cancellation of Policy

Other than those provided under Provision 7 herein contained or any provision forming part thereof, the Policyholder may cancel this Policy by serving sixty (60) days notice to the Company. Such notice shall state the effective date of the cancellation.

This Policy may be cancelled by the Company by mailing a written notice of cancellation to the Policyholder at its last known business address, stating when, not less than sixty (60) days thereafter, such cancellation shall become effective.

21) Arbitration

If any difference or dispute of any kind whatsoever shall arise between the Policyholder and the Company as to the extent or meaning of any provision of this Policy in respect of any claim arising hereunder, the same shall be referred to a single arbitrator in Malaysia if the parties can agree upon one or otherwise, to two arbitrators in Malaysia to be appointed by the Policyholder and the Company respectively or in case of disagreement, to an umpire to be appointed by the arbitrators before entering on the reference. The making of an award by the arbitration shall be a condition precedent to any liability of or right of action against the Company in respect of such difference or dispute.

22) Law And Interpretation

This Policy shall be governed by and interpreted in accordance to the Law of Malaysia.

23) Insurance Regulatory Authority

- 23.1) 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
- 23.2) 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
- 23.3) In the event of any matters arising in Provision 23.1 or Provision 23.2, 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
- 23.4) The Policyholder 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.

24) Severability

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 Policyholder and the Company shall renegotiate the business terms of this Policy to account for the omission of such provision.

SUPPLEMENTARY TOTAL AND PERMANENT DISABILITY BENEFIT

This Supplementary Benefit Contract is attached to and forms part of the Policy.

1) Disability Benefit

Upon receipt of satisfactory proof that an Insured has suffered from Total and Permanent Disability as herein defined, the Company shall pay, subject to the provisions herein contained, the total and permanent disability benefit of the Insured, less any unpaid balance of premiums due. The total and permanent disability benefit of the insured will be the sum assured, as stipulated in the Policy Schedule, of the insured at the time of incidence of the total and permanent disability.

2) Definition of Total and Permanent Disability

Total and Permanent Disability, also referred to as Disability, is a disability such that prevents the Insured, at the time the Disability commences and at all time thereafter, from engaging in or being capable of doing any work, occupation, or profession to earn or obtain any wages, compensation or profit.

The occurrence of any of the following shall also be considered as Total and Permanent Disability:

- a. total and irrecoverable loss of the sight of both eyes; or
- b. loss by severance or total loss of use of two limbs at or above wrist or ankle; or
- c. total and irrecoverable loss of the sight of one eye and loss by severance or total loss of use of one limb at or above wrist or ankle;

Furthermore, the Total Disability must last continuously for a period of at least six (6) months, to be considered permanent. The Disability shall nevertheless be understood to have begun immediately upon the occurrence of the disability.

3) Risks Exclusions

No benefit shall be paid if the Disability is due to or accelerated by, directly or indirectly, wholly or partly, one of the following causes.

- a. Strike, riot, civil commotion, rebellion, war (whether declared or not);
- b. Being under the influence of intoxicating liquor or any narcotic or drug;

- c. Suicide, attempted suicide (whether sane or insane), immorality or intentional self injury;
- d. Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the Insured is in an aircraft operated by a commercial passenger airline on a regular schedule passenger trip over its established passenger route;
- e. Involvement in a breach of law (unless as an innocent party) or membership of an illegal organization; or
- f. Acquired Immune Deficiency Syndrome (AIDS) or related complexes / conditions.
- g. Pre-existing conditions for which the Insured received medical treatment, diagnosis, consultation, or prescribed drugs during the one hundred and eighty (180) days preceding the Effective Date of Individual Insurance, unless the Insured Member affected by these conditions has been insured under the Policy for twenty-four (24) months.
- h. Racing on horse or on wheels

4) Notice of Claim

Advance written notice of Injury or Sickness which a claim will be submitted must be given to the Company within thirty (30) days after the date of occurrence of such Disability.

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 reasonably possible.

5) Proof of Disability

Provided that the Insured has become total and permanently disabled as herein defined, affirmative proof must be submitted to the Company on forms to be provided by the Company within nine (9) months from the date of occurrence of the Disability.

The Company shall have the right and opportunity to examine the person whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of claim or payment of any benefit hereunder.

6) Cessation of Coverage

The coverage of an Insured is terminated with immediate effect on the occurrence of any of the following events:

- a. Upon the Insured ceasing to be eligible to participate in the Assurance under this Policy;
- b. Upon the Insured's death or incidence of total and permanent disablement of the Insured;
- c. Upon termination of this Policy.
- d. Upon the insured attaining the exact age of sixty-one (61);

Termination of this Assurance for any Insured shall be without prejudice to any claim arising prior to such termination.

7) Duplication of Coverage

Any amount allowed under Supplementary Temporary Total Disability (TTD) Benefit & Supplementary Terminal Illness (TI) will be deducted from the benefits payable under this Supplementary Benefit Contract.

8) Legal Proceedings

No action at law or in equity shall be brought to recover any benefit or claim on this Supplementary Benefit prior to the expiration of one year or after the expiration of two years from the date of commencement of the Disability.

SUPPLEMENTARY TEMPORARY TOTAL DISABILITY BENEFIT

This Supplementary Benefit Contract is attached to and forms part of the Policy.

1) Temporary Total Disability (TTD) Benefit

Upon receipt of satisfactory proof that an Insured has suffered from Temporary Total Disability for at least thirty (30) consecutive days as herein defined, the Company shall pay, subject to the provisions herein contained, a monthly benefit equal to the lower of:

- fifteen percent (15%) of the Sum Assured as at date of disability;
- the actual minimum monthly payment required by the Policyholder under the Insured's Credit Card;

These amounts shall be determined as at the date of diagnosis of Temporary Total Disability.

The TTD monthly benefits will be paid up to a maximum of ten (10) months.

The TTD monthly benefit will immediately cease upon recovery from such disability, or when TPD benefit is paid out, or in the event of death of the Insured, whichever is earlier.

In the event of death or total and permanent disablement of Insured before TTD monthly benefit payments are exhausted, the Company, upon receipt of due proof of such death or disability, shall cease TTD monthly benefit payment. Any death or total and permanent disablement benefit payable shall be reduced by TTD benefits paid.

If an Insured sustains TTD as defined hereinabove, the Company will waive the premium payable while TTD monthly benefit payment is being paid.

2) Definition of Temporary Total Disability

Temporary Total Disability shall mean temporary, total, and continuous disability which prevents the Insured from performing any and every duty of his own occupation as a result of accidental bodily injury, sickness or disease.

Furthermore, the Total Disability must last continuously for a period of at least thirty (30) days. The TTD shall nevertheless be understood to have begun on the first day that such disability occurred.

3) Risks Exclusions

No benefit shall be paid if the Disability is due to or accelerated by, directly or indirectly, wholly or partly, one of the following causes:

- a. Strike, riot, civil commotion, rebellion, war (whether declared or not);
- b. Being under the influence of intoxicating liquor or any narcotic or drug;
- c. Suicide, attempted suicide (whether sane or insane), immorality or intentional self injury;
- d. Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the Insured is in an aircraft operated by a commercial passenger airline on a regular schedule passenger trip over its established passenger route;
- e. Involvement in a breach of law (unless as an innocent party) or membership of an illegal organization; or
- f. Acquired immune deficiency syndrome (AIDS) or related complexes/conditions.
- g. Pre-existing conditions for which the Insured received medical treatment, diagnosis, consultation, or prescribed drugs during the one hundred and eighty (180) days preceding the Effective Date of Individual Insurance, unless the Insured Member affected by these conditions has been insured under the Policy for twenty-four (24) months.

4) Notice of Claim

Advance written notice of Injury or Sickness which a claim will be submitted must be given to the Company within thirty (30) days after the date of occurrence of such Disability.

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 reasonably possible.

5) Proof of Disability

The Company shall have the right and opportunity to examine the person whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of claim or payment of any benefit hereunder.

Notwithstanding that proof of disability of an Insured has been accepted by the Company as satisfactory, the Company shall have the right on each due date of the instalment benefit, to require the disabled Insured to furnish due proof, in the manner aforesaid, of the continuance of such Disability.

6) Cessation of Coverage

The coverage of an Insured is terminated with immediate effect on the occurrence of any of the following events:

- a) Upon the Insured's death or the incidence of total and permanent disablement of the Insured;
- b) Upon the Insured ceasing to be eligible to participate in the Assurance under this Policy;
- c) Upon the Insured attaining the exact age of sixty-one (61); or
- d) Upon termination of this Policy.

Termination of this Assurance for any Insured shall be without prejudice to any claim arising prior to such termination.

7) Duplication of Coverage

If an Insured Member sustains both Temporary Total Disability (TTD) and Terminal Illness (TI) in the same period, only one benefit shall be payable by the Company as determined by the earlier of the dates of TTD and TI. If TTD and TI occurs on the same date, only the TI benefit shall be payable by the Company.

8) Legal Proceedings

No action at law or in equity shall be brought to recover any benefit or claim on this Supplementary Benefit prior to the expiration of one year or after the expiration of two years from the date of commencement of the disability.

SUPPLEMENTARY TERMINAL ILLNESS BENEFIT

Notwithstanding anything herein contained to the contrary, the Company has agreed to provide the benefit as described in this Supplementary Benefit Contract which is attached to the Group Term Life Assurance Policy, to all Insureds subject to the provisions herein contained.

1) Terminal Illness (TI) Benefit

Upon receipt of satisfactory proof that the Insured has suffered from Terminal Illness as herein defined, the Company shall pay, subject to the provisions herein contained, a monthly benefit equal to the lower of:

- fifteen percent (15%) of the Sum Assured;
- the actual minimum monthly payment required by the Policyholder under the Insured's Credit Card account;

These amounts shall be determined as at the date of diagnosis of Terminal Illness.

The TI monthly benefits will be paid up to a maximum of twelve (12) months.

The TI monthly benefit will immediately cease upon recovery from such illness, or when TPD benefit is paid out, or in the event of death of the Insured, whichever is earlier.

In the event of death or total and permanent disablement of Insured before TI monthly benefit payments are exhausted, the Company, upon receipt of due proof of such death or disability, shall cease TI monthly benefit payment. Any death or total and permanent disablement benefit payable shall be reduced by TI benefits paid.

If an Insured sustains TI as defined hereinabove, the Company shall waive the premium payable while TI monthly benefit payment is being paid.

The TI Benefit is limited to once in the lifetime of any Insured.

2) Definition of Terminal Illness

Terminal Illness, also referred as TI, suffered by an Insured is a condition which in the opinion of an appropriate medical consultant is highly likely to lead to death within twelve (12) months.

3) Risks Exclusion

No benefit shall be payable if the TI is due to or accelerated by, directly or indirectly, wholly or partly, the any of the following causes:

- a. Acquired immune deficiency syndrome (AIDS) or related complexes / conditions. For the purpose of this Policy:
 - i. The definition of AIDS shall be that used by the World Health Organisation in 1987, or any subsequent revision by the World Health Organisation of that definition; and
 - ii. Infection shall be deemed to have occurred where blood tests indicate in the opinion of the Company either the presence of any Human Immuno-Deficiency Virus or antibodies to such a virus.
- b. **Pre-existing conditions** for which the Insured received medical treatment, diagnosis, consultation, or prescribed drugs during the one hundred and eighty (180) days preceding the Effective Date of Individual Insurance, unless the Insured affected by these conditions has been Insured under the Policy for twenty-four (24) months.

4) Notice of Claim

Advance written notice of illness which a claim will be submitted must be given to the Company within thirty (30) days after the date of occurrence of such illness.

Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

5) Cessation of Coverage

The coverage of an Insured is terminated with immediate effect on the occurrence of any of the following events:

- a) Upon the Insured's death or the incidence of total and permanent disablement of the Insured;
- b) Upon the Insured ceasing to be eligible to participate in the Assurance under this Policy;
- c) Upon the Insured attaining the exact age of sixty-one (61); or
- d) Upon termination of this Policy.

Termination of this Assurance for any Insured shall be without prejudice to any claim arising prior to such termination.

6) Duplication of Coverage

If an Insured Member sustains both TTD and TI in the same period, only one benefit shall be payable by the Company as determined by the earlier of the dates of TTD and TI. If TTD and TI occurs on the same date, only the TI benefit shall be payable by the Company.

7) Legal Proceedings

No action at law or in equity shall be brought to recover any benefit or claim on this Supplementary Benefit Rider prior to the expiration of one year or after the expiration of two years from the date of commencement of the illness.