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Menara Great Eastern
303 Jalan Ampang
50450 Kuala Lumpur
MALAYSIA

GROUP MULTIPLE BENEFITS INSURANCE SCHEME POLICY
(Without Participation in Profits)

GROUP POLICY NUMBER : <S XXXX>

DATE OF ISSUE :

POLICY COMMENCEMENT DATE :

POLICY ANNIVERSARIES : and the same date
on each succeeding year

POLICYHOLDER :

POLICYHOLDER'S ADDRESS :

APPLICATION DATE :

THE COMPANY : Great Eastern Life Assurance (Malaysia) Berhad
(198201013982 (93745-A))

SPECIAL PROVISIONS / ENDORSEMENTS:

PROTECTION BY PIDM ON BENEFITS PAYABLE FROM THE UNIT PORTION OF THIS POLICY/PRODUCT IS SUBJECT TO LIMITATIONS. Please refer to PIDM's TIPS Brochure or contact GREAT EASTERN LIFE ASSURANCE (MALAYSIA) BERHAD or PIDM (visit www.pidm.gov.my).

PRIVILEGES AND CONDITIONS

1. GENERAL DEFINITIONS AND INTERPRETATION

1.1 In this Policy, where the context so admits, the masculine shall include the feminine, and likewise, the singular word shall include the plural and vice versa, and the following words and expressions shall have the following meanings unless otherwise stated:-

“Accident” means an incident which results in injury to the Life Assured caused solely and directly by accidental, violent, external and visible means and independently of all other causes of which (except in the cases of drowning or of internal injury revealed by an autopsy) there is as evidence a visible contusion or wound on the exterior of the body.

“Activities of Daily Living” means all of the following:

- (a) Transfer
Getting in and out of a chair without requiring physical assistance.
- (b) Mobility
The ability to move from room to room without requiring any physical assistance.
- (c) Continence
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) Dressing
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) Bathing/Washing
The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) Eating
All tasks of getting food into the body once it has been prepared.

“Attains Age Next Birthday” means the age next birthday of the Life Assured on preceding (or coincident) Certificate Anniversary.

“Assessment Period” means the period during which the Company will assess a condition before deciding whether or not the condition qualifies as being permanent. The assessment period will be for the minimum period time frame stated in the relevant definition and will not be longer than twelve (12) months, provided all required evidence has been submitted.

“Assurance” means collectively Assurance A, Assurance B, Assurance C and such other insurance cover as may be extended to a Life Assured as stated in the Certificate of Assurance.

“Assurance A” means term assurance coverage attached with Covered Event benefit as described in Clause 5.1.1 below.

“Assurance B” means personal accident benefit as described in Clause 5.1.2 below.

“Assurance C” means the Total Investment Value payable as described in Clause 5.1.3 below.

“Assured Child” means an Eligible Child in respect of whom an Assurance under this Policy has been effected pursuant to a Certificate of Assurance.

“Assured Member” means a Member in respect of whom an Assurance under this Policy has been effected pursuant to a Certificate of Assurance.

“Assured Spouse” means an Eligible Spouse in respect of whom an Assurance under this Policy has been effected pursuant to a Certificate of Assurance.

“Certificate Anniversary” means the anniversary of the Risk Commencement Date.

“Certificate of Assurance” means the certificate of assurance issued to a Life Assured setting out the Assurance effected under this Policy.

“Covered Event” means any of the forty-five (45) covered events specified and defined in Clause 5.1.1.3 below.

“Critical Illness Supplementary Contracts or Endorsements” refers to the category of supplementary contracts or endorsements including any future supplementary contract or endorsement by any number or description issued and assigned under this category by the Company which provide living assurance benefits or critical illness benefits for the Covered Event.

“Diagnosis” or “Diagnosed” means the definitive diagnosis made by a Medical Practitioner or neurologist, based upon such specific evidence, referred to in the definition of the particular Covered Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company.

Such diagnosis must be supported by the Company’s appointed Medical Practitioner who may base his opinion on the medical evidence submitted by the claimant and/or any additional evidence he may require.

“Eligible Child” means any of the unmarried children of the Assured Member who is eligible to participate in this Policy and who fulfills the underwriting requirements.

“Eligible Spouse” means a legally married spouse of the Assured Member who is eligible to participate in this Policy and who fulfills the underwriting requirements.

“Injury” means bodily injury caused solely by Accident.

“Irreversible” means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.

“Life Assured” means an Assured Member, Assured Spouse or Assured Child.

“Loss” means any Loss stated in the Schedule of Compensation of this Policy.

“Maturity Date” in respect of a Life Assured refers to a date as stated in the Certificate of Assurance, on which the Life Assured may be entitled to receive the maturity benefits of the Assurance effected under this Policy, subject to the terms and conditions of this Policy.

“Medical Practitioner” means a surgeon or physician qualified by degree in western medicine, who is legally licensed and duly qualified to practise medicine and surgery authorised in the geographical area of his practice, and who also possesses a current Annual Practising Certificate issued by the Malaysian Medical Council or equivalent in the geographical area of his practice, but excluding a surgeon or physician who is the Life Assured himself.

“Member” means a person who is introduced by the Policyholder to the Company and who is eligible to participate under this Policy.

“Net Asset Value” refers to the value of a Unit of a Fund as determined by the Company on a business day (“Unit” and “Fund” as described in Clause 4.1).

“Permanent” means expected to last throughout the lifetime of the Life Assured.

“Permanent neurological deficit with persisting clinical symptoms” means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Life Assured. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

“Policy” means this policy and includes the Certificate of Assurance, any supplementary contract, endorsement or schedule herein, or as may be issued by the Company from time to time, any amendment as may be made, approved and signed by the Company from time to time with notice thereof to the Policyholder and/or to the Life Assured, the application/proposal form submitted to the Company by the Policyholder and/or the Life Assured and any other documents furnished to the Company in connection with the application of Assurance, which shall collectively constitute and form the entire contract of assurance contained herein. This Policy has been effected to cover a group of Life Assured where the size of the group shall be determined by the Company.

“Policy Anniversary” means the anniversary of the Policy Commencement Date.

“Risk Commencement Date” in respect of a Life Assured refers to a date as stated in the Certificate of Assurance, from which the Assurance of the Life Assured under this Policy has become effective.

“Service Fee” means the fee payable to the Policyholder at such rate to be determined by the Company based on the premium actually received by the Company in respect of this Policy.

“Sum Assured” in respect of any Life Assured means the amount of Assurance under this Policy as stated in the Certificate of Assurance.

“Termination Date” in respect of a Certificate of Assurance means the Maturity Date or the earliest date when any of the following events takes place:-

- (a) if Total Investment Value of the Certificate of Assurance is less than or equal to zero; or
- (b) upon death of the Life Assured; or
- (c) when the Life Assured suffers Total and Permanent Disability; or
- (d) when the Life Assured is diagnosed with any one of the Covered Events (other than a claim for Angioplasty and other invasive treatments for coronary artery disease); or
- (e) when the Life Assured opts to withdraw/surrender from this Policy; or
- (f) when this Policy or the Certificate of Assurance is terminated in accordance with the terms and conditions of this Policy.

“Total and Permanent Disability” or **“TPD”** is defined as a state of incapacity which:

- (a) becomes total and permanent where at all times on or after occurrence of such condition, there is not any work, occupation or profession that the Life Assured can ever sufficiently do or follow to earn or obtain any wages, compensation or profit; or
- (b) is caused by any of the following:
 - (1) total and irrecoverable loss of sight of both eyes, or
 - (2) total and irrecoverable loss of use of two limbs at or above the wrist or ankle; or
 - (3) total and irrecoverable loss of sight of one eye and loss of use of one limb at or above the wrist or ankle; or
- (c) renders the Life Assured disabled to such an extent as to be totally and permanently unable to perform at least three (3) of the listed Activities of Daily Living even with the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

For the purpose of this benefit, the word “permanent” means beyond the hope of recovery with current medical knowledge and technology at the time of the admission of claim. The resultant permanent functional impairment is to be verified by a Medical Practitioner and duly concurred by the Company’s medical officer.

~~Upon the Certificate Anniversary on which the Assured Member attains the age of sixty-five (65) years next birthday, the condition (a) under the above definition of “Total and Permanent Disability” shall not apply.~~

“Total Investment Value” refers to the total values based on the Net Asset Value at the Next Valuation Date, of all the Units allocated to an Assurance under this Policy, aggregated over the fund established by the Company.

“Unit Allotment” means the portion of premium allotted to purchase Units, which is equal to the gross premium received less the Service Fee, if any, and the payment of commission to intermediary, if any, as determined by the Company.

“Valuation Date” refers to a date which is a business day, on which the Company carries out a valuation to determine the Net Asset Value of a Unit; and “Next Valuation Date” in relation to a given transaction refers to the Valuation Date immediately following the date of transaction.

“Waiting Period” means the initial sixty (60) days from the Risk Commencement Date. Whenever a Certificate of Assurance is reinstated after it has lapsed, a fresh Waiting Period of sixty (60) days shall be imposed from the date of reinstatement of the Certificate of Assurance.

- 1.2 If not specifically provided, the following interpretations will apply to this Policy:
 - 1.2.1 Any reference to a “business day” is to a day (not being a Saturday, Sunday or a Public Holiday in Kuala Lumpur, Malaysia) on which the Head Office of the Company is open for business in Malaysia and any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar.
 - 1.2.2 All schedules attached to this Policy form part of this Policy, but if there is any conflict or discrepancy between the schedules and any of the provisions of this Policy, the terms and conditions in Privileges and Conditions of this Policy will prevail.

2. GENERAL PROVISIONS

- 2.1 Prior to any Risk Commencement Date, the Policyholder shall furnish to the Company all information and proof which the Company may require with regard to any matter pertaining to the application of an Assurance. All documents furnished to the Policyholder by any Life Assured in connection with the application of Assurance, and all records and documentation as may have a bearing on this Policy and the Certificate of Assurance, shall at all times be made available by the Policyholder for inspection by the Company.
- 2.2 The Member and the Policyholder shall furnish the Company with all statements and information as may be required by the Company,
 - 2.2.1 the answers given by the Policyholder and/or the Life Assured in the application or proposal form or any subsequent questionnaires given by the Company on any matters relating to the application of an Assurance and any disclosures made by the Policyholder and/or the Life Assured between the time of submission of the application or proposal and the time this contract of insurance is entered into; and
 - 2.2.2 any other reports and questionnaires;shall collectively referred to as “the Material Information”, and such Material Information shall form part of this contract of insurance between the Company and the Policyholder and/or the Life Assured. However, in the event of any pre-contractual misrepresentation made in relation to such Material Information, the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If the Policyholder and/or the Life Assured are required by the Company, before this Policy and/or Assurance is renewed or varied, to answer any questions or if the Policyholder and/or the Life Assured are required to confirm or amend any matter previously disclosed by the Policyholder and/or the Life Assured to the Company in relation to this Policy and/or Assurance, it is the Policyholder and/or 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 Policyholder and/or the Life Assured must inform the Company of any change to the information given to the Company in the Policyholder and/or the Life Assured’s answers or in respect of any matter previously disclosed to the Company in relation to this Policy and/or Assurance if such changes had taken place after the Policyholder and/or the Life Assured have submitted the application for renewal or variation but before this Policy and/or Assurance is renewed or varied.
- 2.3 All premiums due and payable under this Policy shall be paid in Malaysian Ringgit by the Policyholder and/or the Life Assured, as the case may be, directly to the Company.
- 2.4 The Life Assured shall pay premiums to the Company by way of bank deduction, salary deduction or such other mode of payment as determined by the Company. If an Assured Member is no longer a Member, all premiums due and payable for the Assurance of that Assured Member and the Assurance of his/her Assured Spouse and/or Assured Child, if any, under this Policy, must be paid to the Company by way of bank deduction or such other mode of payment as determined by the Company. The Company reserves the right to terminate the Assurance of a Life Assured if the mode of payment as stated in this Clause 2.4 or as determined by the Company from time to time, is not adhered to by the Life

- Assured.
- 2.5 If the Policyholder opts to pay the premiums by cheque, the cheque must be made payable in the name of the Company and the group policy number must be explicitly stated on the reverse side of the cheque.
- 2.6 The Assurance effected under this Policy shall be expressed in Malaysian Ringgit. A discharge and/or receipt given to the Company by:
- 2.6.1 the Policyholder; or
 - 2.6.2 the Life Assured; or
 - 2.6.3 any person duly authorised in writing by the Policyholder and/or the Life Assured to act on their behalf;
- shall be a good, valid and sufficient discharge to the Company in respect of any payment made by the Company under this Policy. A list of the Policyholder's authorised signatories shall, if necessary, be furnished to the Company and be updated when required.
- 2.7 No agent or broker is authorised to make or to modify this Policy, to extend the time for payment of premiums, 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 in respect of this Policy.

3. GENERAL CONDITIONS

3.1 Policy Documentation

The Policyholder shall deliver the original Policy to the Company upon its request to do so, whether the same is necessary for, inter alia, making any endorsements, stamping, reference purpose or otherwise.

3.2 Eligible Entry Age

- 3.2.1 The Assurance may be offered to Member and Eligible Spouse aged between nineteen (19) years next birthday and sixty (60) years next birthday, and to Eligible Child aged from thirty (30) days but below nineteen (19) years next birthday. For Eligible Child who are still in full-time higher education and are not gainfully employed, the maximum eligibility age shall be twenty-three (23) years next birthday.
- 3.2.2 A Member must first be an Assured Member under this Policy before any Assurance can be offered to Member's Eligible Spouse or Eligible Child.
- 3.2.3 Eligible Child can be insured under this Policy only if the Eligible Spouse and all the younger siblings of the Eligible Child, who are eligible, are also insured under this Policy. Any variation or waiver of the foregoing shall be at the Company's sole and absolute discretion.

3.3 Evidentiary Requirements

- 3.3.1 No Assurance in respect of any Life Assured shall take effect under this Policy, unless notification has been duly made and the Company has intimated acceptance of the risk in writing.
- 3.3.2 Documentary evidence of age of the Life Assured and such other evidence satisfactory to the Company shall be required before any benefit in respect of his Assurance is payable under this Policy. In the absence of a birth certificate, an identity card shall be acceptable evidence.
- 3.3.3 If the Life Assured's true entry age falls outside the age range as stated in Clause 3.2 above, no Assurance shall be provided under this Policy and the premium paid in respect of the Life Assured shall be refunded without interest.

3.4 Assurance Benefit Level

- 3.4.1 Every eligible Life Assured shall be entitled to select the Sum Assured for which he is to be insured under the Certificate of Assurance, subject to production of evidence of insurability in the form and manner prescribed by and satisfactory to the Company, and subject to the terms and conditions of this Policy.
- 3.4.2 If the evidence of insurability submitted in respect of the Life Assured is not satisfactory or if the Life Assured involves special risk or hazard of a medical or other nature, the Company shall modify the terms of acceptance of the Assurance or allot to the Life Assured smaller sum assured than requested by him. The Life Assured's consent to the Company's modification of the terms of acceptance or allotment of such smaller sum assured to him is a condition for coverage under the Assurance.
- 3.4.3 If such satisfactory evidence of insurability is not furnished or if the Life Assured is deemed by the Company, to be uninsurable, his Assurance shall not be effected under this Policy.

3.5 Maximum Benefits of Assured Spouse and Assured Child

The Assured Spouse and Assured Child shall not be eligible for Assurance with a higher Sum Assured than that of the Assured Member.

3.6 When an Assurance Becomes Effective

The Assurance in respect of each Life Assured shall become effective only when the following requirements are met:-

- 3.6.1 The acceptance by the Company in writing of his proposal for assurance; and
- 3.6.2 The Company has received the first premium for his Assurance under this Policy.

3.7 When an Assurance Becomes Payable

Any benefit payable under this Policy shall only be paid if the Life Assured's Assurance is valid and in force at the time of the occurrence of the event giving rise to the claim and subject to the terms and conditions of this Policy and the Certificate of Assurance.

3.8 Discontinuance of an Assurance

Assurance in respect of a Life Assured shall be terminated on the Termination Date as defined in Clause 1.1 above.

3.9 Withdrawal/Surrender of Assured Member's Assurance

- 3.9.1 Upon withdrawal/surrender of an Assured Member's Assurance under this Policy, the Assurance for the Assured Spouse and the Assured Child of that Assured Member shall be terminated automatically.
- 3.9.2 The withdrawal/surrender value, if any, will be payable to the respective Assured Member and Assured Spouse. In the case for an Assured Child, the withdrawal/surrender value will be payable to Assured Member.

3.10 Grace Period

- 3.10.1 The Life Assured is allowed up to ninety (90) days ("the Grace Period") from each of the premium due dates to pay the subsequent premiums under his Certificate of Assurance.
- 3.10.2 If any claim occurs during the Grace Period before the premium is paid, the Certificate of Assurance will be as valid and effective as though the premium had

been paid. However, any amount of indebtedness under the Certificate of Assurance will be deducted from the claim proceeds payable.

- 3.10.3 After the expiry of the Grace Period, the Certificate of Assurance shall lapse as a result of non-payment of the premium following which the Total Investment Value is less than or equal to zero.

3.11 Reinstatement of Assurance

- 3.11.1 If the respective Assurance is terminated as a result of the Total Investment Value is less than or equal to zero, the Life Assured may reinstate it within three (3) months from the date of termination subject to the following conditions:

- 3.11.1.1 the Life Assured's written application for reinstatement is received by the Company; and
- 3.11.1.2 the Life Assured is within the allowable age limit as determined by the Company at the time of reinstatement; and
- 3.11.1.3 the Life Assured must pay all unpaid premiums and any interest charged by the Company which has accumulated up to the date of reinstatement; and
- 3.11.1.4 the Life Assured must make full repayment of any outstanding loans with the Company.

The Company will either approve, reject or impose additional conditions in writing that it deems fit on the Life Assured's application for the reinstatement.

- 3.11.2 In the event of any misrepresentation made in relation to the Life Assured's application for reinstatement, and the respective Assurance has been in effect for one (1) year or less from the Risk Commencement Date of the respective Assurance,

- (i) The Company may avoid the respective Assurance in the event of any misrepresentation made by the Policyholder and/or the Life Assured in relation to the Life Assured application for reinstatement:
 - (a) is a deliberate or reckless misrepresentation; or
 - (b) is a careless or innocent misrepresentation, and but for the misrepresentation, the Company would not have reinstated the respective Assurance.
- (ii) In the event that the Certificate of Assurance is invalidated or is avoided pursuant to Clause 3.11.2 (i) above, the Company's liability shall be limited to the refund of the following:
 - (a) any amount of premiums that have not been allocated to purchase Units; and
 - (b) Total Investment Value of the Certificate of Assurance, if any; and
 - (c) total values of the Units deducted for Insurance Charges and Policy Fees based on the Net Asset Value on the Next Valuation Date;subject to the deduction of any indebtedness to the Company under the Certificate of Assurance and any applicable charges or fees as determined by the Company.
- (iii) In the event that any misrepresentation made by the Life Assured in relation to the Life Assured application of reinstatement is a careless or innocent misrepresentation, and but for the misrepresentation, the Company would have reinstated the Certificate of Assurance but on different terms and conditions, the Company may:
 - (a) vary any of the terms and conditions of the Certificate of Assurance and treat the Certificate of Assurance as if it had been reinstated on the varied terms and conditions; and
 - (b) in addition to Clause 3.11.2 (iii) (a), reduce proportionately the amount to be paid on a claim in accordance with the Company's relevant policy at the material time.

3.11.3 In the event of any misrepresentation made in relation to the Life Assured's application for reinstatement and the respective Assurance has been in effect for more than one (1) year from the Risk Commencement Date, the Company may avoid the respective Assurance in the event of any misrepresentation made by the Policyholder and/or the Life Assured in relation to the Life Assured's application for reinstatement is a deliberate misrepresentation and but for the misrepresentation, the Company would not have reinstated the respective Assurance.

(i) In the event that the respective Assurance is invalidated or is avoided pursuant to this Clause 3.11.3, the Company's liability shall be limited to the refund of the following:

(a) any amount of premiums that have not been allocated to purchase Units; and

(b) Total Investment Value of the Certificate of Assurance, if any; and

(c) total values of the Units deducted for Insurance Charges and Policy Fees based on the Net Asset Value on the Next Valuation Date;

subject to the deduction of any indebtedness to the Company under the respective Assurance and any applicable charges or fees as determined by the Company.

3.12 Nomination

A Life Assured who is eligible, in accordance with the law, may nominate a natural person to receive the policy moneys upon his death.

If the Life Assured is a Muslim, the nominee will receive the policy moneys payable upon his death as an executor and not solely as a beneficiary and shall be distribute the policy moneys in accordance with Islamic Law.

3.13 Free-Look Period

3.13.1 The Certificate of Assurance may be cancelled by returning it to the Company by hand or registered post within fifteen (15) days after receipt of the same by the Life Assured, in which case, the Company shall refund all of the following:

(a) any amount of premiums that have not been allocated to purchase Units; and

(b) Total Investment Values of the Certificate of Assurance, if any; and

(c) total values of the Units deducted for Insurance Charges and Policy Fees (as described in Clause 4.9 and Clause 4.8 respectively) based on the Net Asset Value on the Next Valuation Date.

3.13.2 The Company shall be entitled to deduct all medical fees incurred in assessing the risk under the Assurance before making such refund to the Life Assured.

3.13.3 For the purpose of determining the period of fifteen (15) days, the Certificate of Assurance shall be deemed to have been returned to the Company on the date it is delivered by hand or the date of posting if it is sent by registered post.

3.14 Suicide

If the Life Assured, whether sane or insane, commits suicide within one (1) year from the Risk Commencement Date or date of reinstatement of a Certificate of Assurance, whichever is later, the Company's liability shall be limited to the refund of the following:

3.14.1 any amount of premiums that have not been allocated to purchase Units; and

3.14.2 Total Investment Value of the Certificate of Assurance, if any; and

3.14.3 total values of the Units deducted for Insurance Charges and Policy Fees based on the Net Asset Value on the Next Valuation Date.

The respective Assurance of that Life Assured shall then terminate.

3.15 Indisputability

- 3.15.1 The Company will not dispute the validity of the Certificate of Assurance during the lifetime of the Life Assured after one (1) year from the Risk Commencement Date of a Certificate of Assurance, unless there is fraud.
- 3.15.2 In the event that the Certificate of Assurance is invalidated or is avoided pursuant to Clause 3.15.1, the Company's liability shall be limited to the refund of the following:
- 3.15.2.1 any amount of premiums that have not been allocated to purchase Units; and
 - 3.15.2.2 Total Investment Value of the Certificate of Assurance, if any; and
 - 3.15.2.3 total values of the Units deducted for Insurance Charges and Policy Fees based on the Net Asset Value on the Next Valuation Date;
- subject to the deduction of any indebtedness to the Company under the respective Assurance and any applicable charges or fees as determined by the Company.

3.16 Remedies for Misrepresentation

- 3.16.1 This Clause shall only apply if the duration of the Certificate of Assurance is one (1) year or less from the Risk Commencement Date.
- 3.16.2 (i) The Company may, avoid the Assurance in the event that any pre-contractual misrepresentation made by the Policyholder and/or the Life Assured in relation to the Material Information:-
- (a) is a deliberate or reckless misrepresentation; or
 - (b) is a careless or innocent misrepresentation, and but for the misrepresentation, the Company would not have issued or renewed the respective Assurance.
- (ii) In the event that that respective Assurance is invalidated or is avoided pursuant to Clause 3.16.2 (i), the Company's liability shall be limited to the refund of the following:
- (a) any amount of premiums that have not been allocated to purchase Units; and
 - (b) Total Investment Value of the Certificate of Assurance, if any; and
 - (c) total values of the Units deducted for Insurance Charges and Policy Fees based on the Net Asset Value on the Next Valuation Date;
- subject to the deduction of any indebtedness to the Company under the respective Assurance and any applicable charges or fees as determined by the Company.
- 3.16.3 In the event that any pre-contractual misrepresentation made by the Policyholder and/or the Life Assured in relation to the Material Information is a careless or innocent misrepresentation, and but for the misrepresentation, the Company would have issued or renewed the respective Assurance but on different terms and conditions, the Company may:-
- (i) vary any of the terms and conditions of the respective Assurance and treat the respective Assurance as if it had been issued or renewed on the varied terms and conditions; and
 - (ii) in addition to Clause 3.16.3 (i), reduce proportionately the amount to be paid on a claim in accordance with the Company's relevant policy at the material time.

3.17 Definition of Total and Permanent Disability for Assured Child before the age of eighteen (18) years next birthday

The definition of TPD as stated in Clause 1.1 above shall not apply to Assured Child below the age of eighteen (18) years next birthday. For Assured Child below the age of eighteen (18) years next birthday, the following definition of TPD shall apply:-

“Total and Permanent Disability is defined as a state of incapacity which:

- (a) is total and permanent and which shall require the Assured Child, for the remainder of his natural life, to be subject to constant medical care and attention and to be confined to a home, to a hospital or to a similar institution; or
- (b) is deemed to be caused by any of the following:
 - (1) total and irrecoverable loss of sight of both eyes; or
 - (2) total and irrecoverable loss of use of two limbs at or above the wrist or ankle; or
 - (3) total and irrecoverable loss of sight of one eye and loss of use of one limb at or above the wrist or ankle; or
- (c) renders the Assured Child disabled to such an extent as to be totally and permanently unable to perform at least three (3) of the listed Activities of Daily Living even with the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

For the purpose of this benefit, the word “permanent” means beyond the hope of recovery with the current medical knowledge and technology at the time of the admission of claim. The resultant permanent functional impairment is to be verified by a Medical Practitioner and duly concurred by the Company’s medical officer.

3.18 Refund of Service Fee

- 3.18.1 All Service Fee received by the Policyholder in respect of premiums refunded or to be refunded by the Company for any reason, shall be refunded by the Policyholder to the Company within fourteen (14) days of request from the Company.
- 3.18.2 The Company reserves the right to set-off such Service Fee or any part of such Service Fee against any amount payable by the Company to the Policyholder, if such Service Fee is not received by the Company within the above stated period. This shall not affect the Company's rights or remedies under this Policy or Certificate of Assurance or in law.

3.19 Alteration of Policy Conditions

- 3.19.1 The terms and conditions of this Policy may be varied by the Company pursuant to any legislative changes, statutory modifications or amendments (including requirement, directive, or guideline issued by any regulatory authority) or the Company’s policies in response to prevailing market standards and changes in business strategies, or due to any advancement in technology, or to rectify any errors, if it deems necessary.
- 3.19.2 The terms and conditions of this Policy may be amended or changed at any time by the Company after giving three (3) months’ advance written notice to the Policyholder and/or the Life Assured, as the case may be.
- 3.19.3 Upon expiry of the said three (3) months’ advance written notice, any such amendment shall be binding on the Policyholder and all Lives Assured whether assured under this Policy prior to or on or after the effective date of such amendment.

3.20 Termination Notice

- 3.20.1 The Company shall be entitled, to terminate this Policy at any time by giving one (1) month's advance written notice to the Policyholder and/or the Life Assured, as the case may be, in any of the following events:-
- 3.20.1.1 if there is any breach by the Policyholder, of any terms and conditions of this Policy; or
 - 3.20.1.2 if any information or documents furnished by the Policyholder to the Company under Clause 2.2 above is found to be inaccurate or untrue.
- 3.20.2 However, if the number of the Life Assured under this Policy is less than 5 (five) at any time, the Company shall be entitled to terminate this Policy by giving three (3) months' advance written notice to the Policyholder and/or the Life Assured, as the case may be.
- 3.20.3 In any circumstance where breach of terms and conditions of this Policy or provision of inaccurate or untrue information involved or has been committed by any Life Assured, the Company shall be entitled to terminate the Certificate of Assurance in respect of the Life Assured by giving immediate written notice to the Policyholder and/or the Life Assured, as the case may be.
- 3.20.4 Upon termination of this Policy and/or Certificate of Assurance, the Company shall pay the Total Investment Value, if any, of each Certificate of Assurance under this Policy to the respective Life Assured.

3.21 Acceptance of Instructions

The Company will only accept instructions, requests or notices when such forms, documents, information and consents as required by the Company, are received.

3.22 Residence, Occupation and Travel

Assurance under this Policy is free from restrictions as regards to residence, occupation and travel.

3.23 Notices and Correspondence

- 3.23.1 Any notice, request, instruction or correspondence required or permitted to be given under this Policy whether to the Company or to the Policyholder or to the Life Assured shall be in writing. The Policyholder and/or the Life Assured's mailing address, electronic mail (email) address (if any) and handphone number (if any) are that provided to the Company and if there is any change, they will be the last mailing address or electronic mail (email) address or handphone number that the Policyholder and/or the Life Assured have notified the Company.
- 3.23.2 Any notice, request, instruction or correspondence given by the Company may be sent by ordinary post or pre-paid registered post or email or short message service (SMS) or delivered personally to the Policyholder and/or the Life Assured or may be posted electronically on the Company's official website or other website disclosed to the Policyholder and/or the Life Assured or may be published in a local daily newspaper and shall be conclusively deemed to have been received:
- 3.23.2.1 in the case of personal delivery, on the day of delivery; or
 - 3.23.2.2 in the case of ordinary post, or in the case of pre-paid registered post, seven (7) days after the date of posting, if posted to an address in Malaysia, and fourteen (14) days, if posted to an address outside Malaysia; or
 - 3.23.2.3 in the case of delivery via email or SMS, on the day of delivery; or
 - 3.23.2.4 in the case of publishing in a local daily newspaper, on the day of publishing; or
 - 3.23.2.5 in the case of electronic posting on the Company's official website or other website, the later of the day of electronic posting or the day of delivery of a separate notification to the Policyholder and/or the Life

Assured of such electronic posting via any effective means provided under the above clauses 3.23.2.1, 3.23.2.2, 3.23.2.3 or 3.23.2.4 respectively, as determined by the Company from time to time.

- 3.23.3 With the conditions as stated in clauses 3.23.2.1, 3.23.2.2, 3.23.2.3 and 3.23.2.5 above, in the case that any notice, request, instruction or correspondence is returned to the Company undelivered to the Policyholder and/or the Life Assured after the Company has made at least three (3) consecutive attempts at delivery at the Policyholder and/or the Life Assured's own risk, withhold all subsequent notice, request, instruction or correspondence until the Company has been notified by the Policyholder and/or the Life Assured of the new mailing address or email address or handphone number.

3.24 Suspension of Trading

With the exception of payment of the death benefit, the Company reserves the right to defer cancellation or purchase of Units in the Fund for a period not exceeding six (6) months, under circumstance it considers exceptional, which shall include the following circumstances:

- 3.24.1 any period on which any asset forming part of the Fund for the time being is listed or dealt in is closed (other than for ordinary holidays) or during which trading is restricted or suspended; or
- 3.24.2 the existence of any state of affairs which, in the opinion of the Company might seriously prejudice the interests of the Policyholder and/or the Life Assured; or
- 3.24.3 any breakdown in the means of communication normally employed in determining the price of a Unit of the Fund or when for any reason the prices of any such Units in the Fund cannot be promptly and accurately ascertained; or
- 3.24.4 any period when trading of Units in the Funds is suspended pursuant to any order or direction of the relevant authorities; or
- 3.24.5 any period when the business operations of the Company in relation to the operation of the Fund are substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God.

3.25 Governing Law

- 3.25.1 This Policy shall be governed by the laws of Malaysia and the Courts of Malaysia shall have exclusive jurisdiction for any dispute arising out of or in relation to this Policy.
- 3.25.2 The Company shall have the right at any time, by giving advance written notice to the Policyholder or the Life Assured, as the case may be, in accordance with the 'Notices and Correspondence' clause of this Privileges and Conditions, to amend the terms and conditions of this Policy (except for Clause 3.19 above) in compliance with any legislative changes, statutory modifications or amendments which may be enacted from time to time.

3.26 Sanction Limitation and Exclusion

The Company shall not be deemed to provide cover and shall not receive any payment(s) under this Policy; or be liable to pay any sums (including payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under this Policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

3.27 Closure of Policy

The Company reserves the right to treat this Policy as closed for future applications at any time by giving three (3) months' advance written notice to the Policyholder. No application received by the Company upon expiry of the said three (3) month notice period will be processed or accepted by the Company.

4. FUND RELATED PROVISIONS

FUND INFORMATION (Clauses 4.1 - 4.6)

4.1 Type of Funds

4.1.1 In order to ascertain the benefits payable under this Policy, the Company has established the following funds ("Fund" or "Funds", as the case may be) together with their respective objective:

4.1.1.1 Lion Progressive Fund

A fund which invests in a mixture of equities (ranging from 50% to 90%) and fixed income securities. This fund seeks to provide medium to long-term capital appreciation, with a moderate-to-high level of volatility.

4.1.1.2 Lion Balanced Fund

A fund which invests in a mixture of equities (ranging from 40% to 60%) and fixed income securities. This fund seeks to provide medium to long-term capital appreciation, with a moderate level of volatility.

4.1.1.3 Lion Fixed Income Fund

A fund which invests in fixed income securities, for example government and corporate bonds as well as cash and cash equivalents. This fund seeks to provide consistent returns at low levels of volatility. Although the fund invests mainly in Malaysia (40% to 100%), it may also partially invest in foreign fixed income securities (up to 50%), to enhance the fund's returns.

4.1.1.4 Dana Gemilang

A fund where 80% to 100% of the investments are in equities. This fund seeks to achieve medium to long-term capital appreciation. Although the fund invests mainly in Malaysia (50% to 100%), it may also partially invest in companies that have significant business operations in Singapore (up to 25%) and Greater China (Mainland China, Hong Kong, Macau and Taiwan) (up to 25%), if and when necessary, to enhance the fund's returns. The fund only invests in Shariah-approved securities.

4.1.2 Each Fund is denominated in units ("Unit" or "Units", as the case may be) of equal value. The value of each Unit will fluctuate from time to time.

4.1.3 The Company may establish additional Funds from time to time at its sole and absolute discretion. Under such circumstance, the provisions of this Policy shall apply (unless inappropriate) to the additional Funds.

4.2 Management of the Funds

4.2.1 The Company may invest the assets of the Funds at its sole and absolute discretion.

4.2.2 Income from the assets of the Funds will be credited to the respective Funds.

4.2.3 The Company may at any time and from time to time issue new Units or cancel Units in any or all of the Funds.

4.2.4 The Company reserves the right to withdraw or close any of the Funds as listed in the sub-clause 4.1.1 above (subject to the approval of the relevant authorities, if applicable). Under such circumstance, the Life Assured who has Units in that particular Fund may choose either to redeem those Units or to direct the Company

to switch those Units to Units of any other Funds offered by the Company at that time.

If the Company does not receive any instruction in writing from the Policyholder within the time period stipulated by the Company prior to the withdrawal or closure of the Fund, the Company reserves the right to switch the remaining Units in that particular Fund of this Policy to any other Funds offered by the Company at that time.

- 4.2.5 The Company reserves the right to rename any of the Funds if it deems necessary and appropriate.
- 4.2.6 The Company may undertake an exercise to consolidate and/or to split the Units of any one or more of the Funds to bring about an increase (in the case of an exercise to consolidate the said Units) or a reduction (in the case of an exercise to split the said Units) in the prices of each of the affected Funds if it deems necessary and appropriate. The exercise shall be carried out in the manners and conditions as determined by the Company, at its absolute discretion provided that the monetary value of the investment under this Policy will not be affected in any manner as a result of such exercise.
- 4.2.7 The Company may delegate the management of the Funds to any person or fund management organisation on such terms as the Company may determine.
- 4.2.8 Any change made to the management of Funds such as the Fund's objectives, strategies, asset allocation and risk management strategy will be notified to the Policyholder or the Life Assured, as the case may be, by giving at least three (3) months advance written notice in accordance with 'Notices and Correspondence' clause of this Privileges and Conditions.

4.3 Unit Price

- 4.3.1 Each Unit of a Fund will have a Net Asset Value as determined by the Company that shall be final and conclusive and be binding on the Life Assured.
- 4.3.2 The Company will value each Unit of the Fund daily, which is also a business day, to determine the Net Asset Value.
- 4.3.3 The Company will determine the Net Asset Value which shall not be lower than the value of the given Fund (as described under Clause 4.4 below), divided by the number of Units of the given Fund in issue on the business day before the Valuation Date. The result will be rounded down to the nearest tenth of a sen.
- 4.3.4 The Company will publish the latest available Net Asset Value daily in any newspaper circulating in Malaysia and in such format and with such details and information as it will decide.

4.4 Valuation of Funds

- 4.4.1 The values of the Fund will be calculated as being the sum of:
 - 4.4.1.1 the values of the assets (as described in sub-clause 4.4.2 below) making up the Fund; and
 - 4.4.1.2 cash held uninvested in the Fund on the business day before the Valuation Date; and
 - 4.4.1.3 income accrued or attributable to the Fund on the business day before the Valuation Date,less deductions (as stated in Clause 4.5.1 below), on the business day before the Valuation Date.
- 4.4.2 The values of the asset must not be less than the market price for which the asset may be sold on the business day before the Valuation Date, less any charge, tax, duties and other expenses which would be incurred in its disposal.
- 4.4.3 The number of Units allocated to any one Life Assured under the Certificate of Assurance shall be rounded off to the nearest five (5) decimal places.

4.5 Fund Deductions

- 4.5.1 The Company shall deduct a sum from the Fund to pay for:
- 4.5.1.1 the Fund Management Charge; and
 - 4.5.1.2 all expenses, taxes, duties and other incidental charges incurred in the purchase, sale, valuation and maintenance of the investments of the Fund; and
 - 4.5.1.3 any tax on the income of the Fund or any capital gain on the assets of the Fund or provisions for such tax due but not yet paid, including provisions for tax on unrealised capital gains where such a tax would be payable if the gains had been realised on the date the asset was valued.
- 4.5.2 The amount of the Fund Management Charge to be deducted at each Valuation Date shall be determined as below:

$$\frac{\text{number of days}}{250} \times (\text{k}\% \times \text{Value of Fund})$$

where:

“**number of days**” refers to the number of business days from the day immediately after the preceding Valuation Date up to and inclusive of the current Valuation Date; and

“**k%**” refers to the percentage charge for the appropriate Fund as specified in Schedule A of this Policy;

“**Value of Fund**” refers to the value determined by the Company (as determined under Clause 4.4 above) of the Fund before the deduction of the Fund Management Charge.

- 4.5.3 The Fund Management Charge is specified in Schedule A of this Policy. The Company may vary the Fund Management Charge (subject to the prior approval of the relevant authorities, if applicable) by giving at least six (6) months advance written notice to the Policyholder in accordance with ‘Notices and Correspondence’ clause of this Privileges and Conditions.

4.6 Unit Purchase

For determining the unit purchase (“Unit Purchase”), the Unit Allotment shall be adjusted by multiplying 1.00 and the result is rounded to the nearest five (5) decimal points. Thereafter, the Unit Purchase shall be determined by reference to the Net Asset Value on the Next Valuation Date where the calculated Units shall be rounded off to the nearest two (2) decimal places.

PREMIUM AND CHARGES (Clauses 4.7 - 4.10)

4.7 Premium

- 4.7.1 Monthly Premium as shown in the attached Schedules of Benefits is due and payable beginning from the Risk Commencement Date and thereafter on the first day of each month up to and including the due date immediately prior to the Termination Date. The total premiums due under this Policy in each month shall be the aggregate sum of all the applicable Monthly Premium due inclusive of all arrears (if any) for all Lives Assured.
- 4.7.2 Any amount of the premium received by the Company that does not correspond to the actual sum assured applied for by the Life Assured and approved by the Company, shall be refunded without interest in which case no Assurance in respect of the Life Assured shall be effected. Any failure to refund or any delay in refunding such premium by the Company shall not be construed an acceptance of application of Assurance by the company.

- 4.7.3 If for any reason premium is paid for a lapsed or terminated Assurance, the receipt by the Company of the same shall not constitute an acceptance of the premium by the Company nor a continuation of the Assurance but the premium so paid shall be refunded without interest, and the Company shall be under no liability in respect of such Assurance. However, any failure to refund or any delay in refunding such premium by the Company shall not operate as a waiver, and the same shall not constitute an acceptance of the premium by the Company nor a continuation of the Assurance.

4.8 Policy Fee

- 4.8.1 The Company will deduct a monthly Policy Fee beginning from the Risk Commencement Date, from the Total Investment Value of each Certificate of Assurance by cancelling Units valued at the Net Asset Value on the Next Valuation Date following each due date of the Policy Fee.
- 4.8.2 The Policy Fee is specified in Schedule A of this Policy.

4.9 Insurance Charges

- 4.9.1 The Company will deduct a monthly Insurance Charges beginning from the Risk Commencement Date, from the Total Investment Value of each Certificate of Assurance by cancelling Units valued at the Net Asset Value on the Next Valuation Date following each due date of the Insurance Charges.
- 4.9.2 The Insurance Charges in respect of the Sum Assured on Assurance A and Assurance B shall depend on the claim experience and the average age profile of the Life Assured as at a Policy Anniversary.
- 4.9.3 The standard Insurance Charges per annum are stated in the Schedule of Insurance Charges of this Policy.

4.10 Premium Rates and Charges

- 4.10.1 The premium rates, Policy Fee and Insurance Charge are not guaranteed.
- 4.10.2 The Company may vary these rates and/or charges based on the actual claims experience or any other justified circumstances by giving at least three (3) months advance written notice to the Policyholder and/or the Life Assured and in accordance with 'Notices and Correspondence' clause of this Privileges and Conditions. Any upward revision of the rates and/or charges shall take effect on the Policy Anniversary immediately following the expiry of the three (3) months advance written notice. However, for any downward revision of the rates and/or charges, the Company reserves the right to implement it immediately without giving any notice to the Policyholder and/or the Life Assured.

POLICY OPTIONS (Clauses 4.11 – 4.14)

4.11 Sum Assured Increase/Reduction

A Life Assured may request the Company to increase or reduce the Sum Assured, subject to the following conditions:

- 4.11.1 any request for change in Sum Assured will take effect from next premium due date; and
- 4.11.2 the Sum Assured must be within the Sum Assured limits as determined by the Company.

4.12 Withdrawal

A Life Assured whose Assurance has been in force for at least twelve (12) months and who intends to remain as a Life Assured under this Policy may request the Company to cancel some of the Units allocated to his Certificate of Assurance, subject to the following conditions:

- 4.12.1 the Company may decide not to cancel Units if:
 - (a) the value of the Units being cancelled; or
 - (b) the value of the remaining Units allocated to the Fund under the Certificate of Assurance,
is less than the minimum allowed by the Company at that time; and
- 4.12.2 the amount payable upon cancellation of the Units will be equal to the value of the cancelled Units at the Net Asset Value on the Next Valuation Date after the Company has received the Life Assured's request on the Company's prescribed form on a business day.

4.13 Surrender

A Life Assured who does not wish to remain as a Life Assured under this Policy, may request the Company to cancel all Units allocated to his Certificate of Assurance subject to the following conditions:

- 4.13.1 the amount payable upon cancellation of the Units will be equal to the value of the cancelled Units at the Net Asset Value on the Next Valuation Date, if any, after the Company has received the Life Assured's request on the Company's prescribed form on a business day; and
- 4.13.2 upon payment of the amount payable under sub-clause 4.13.1, the Assurance in respect of the Life Assured will be terminated and all benefits and rights under it shall cease.

4.14 Investment Top-Ups

- 4.14.1 A Life Assured may apply to the Company to pay Single Premium and/or Regular Premium ("Investment Top-ups") under this Policy at any time, subject to the same being accepted by the Company and the following conditions: A Life Assured must first pay in full the premiums due from the Commencement Date until and including the Policy Year in which the Investment Top-ups is sought to be made;
- 4.14.2 The Investment Top-ups must be within the Investment Top-Ups limits as determined by the Company; and
- 4.14.3 The number of Units for the Investment Top-Ups to be allocated to this Policy will be determined by reference to their respective Net Asset Value on the Next Valuation Date after the date on which the Investment Top-Ups is received by the Company.

The apportioned Investment Top-ups will be used to purchase Units of the Funds in accordance with the premiums allocation rate for Investment Top-ups as specified in Schedule A of this Policy.

5. BENEFITS PROVISIONS

5.1 Benefits

5.1.1 Assurance A

5.1.1.1 Death Benefit

While this Policy is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Company that the Life Assured died while insured under this Policy, the Company shall pay the Sum Assured of Assurance A (referred to as “Sum Assured A”) and the Funeral Expenses as specified in the Certificate of Assurance, in one lump sum.

However, if an Assured Child dies before the Certificate Anniversary on which he attains the age of five (5) years next birthday, the amount of the Sum Assured A (“Revised Amount of the Sum Assured A”) payable shall be revised in accordance with the table below:

<u>Age Next Birthday of the Assured Child on Certificate Anniversary Preceding Death</u>	<u>Revised Amount of the Sum Assured A</u>
1	20% of the Sum Assured A
2	40% of the Sum Assured A
3	60% of the Sum Assured A
4	80% of the Sum Assured A

In addition, if death of the Assured Child occurs prior to the first Certificate Anniversary, the age next birthday of the Assured Child on the Risk Commencement Date shall be used to determine the Revised Amount of Sum Assured A.

Provided that, the payment of any benefit pursuant to this Clause 5.1.1.1 shall be subject to the following:

- 5.1.1.1.1 Notification of death must be accompanied by satisfactory documentary evidence of death.
- 5.1.1.1.2 Any debt on the Certificate of Assurance due to the Company as well as any withdrawal made between the date of death and date of notification of death shall be deducted from the claim proceeds payable.
- 5.1.1.1.3 The number of Units cancelled to pay for Insurance Charges and Policy Fees due after the date of death shall be reinstated and the Total Investment Value shall include the value of these Units.
- 5.1.1.1.4 A Certificate of Assurance shall be terminated upon death and all benefits and rights under it shall cease.

5.1.1.2 Total and Permanent Disability Benefit

While this Policy is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Company that the Life Assured suffers Total and Permanent Disability prior to the Certificate Anniversary on which he attains the age of [insert age ()] years next birthday while insured under this Policy, the Company shall advance the Sum Assured A on the admission of the disability.

However, if an Assured Child suffers Total and Permanent Disability before the Certificate Anniversary on which he attains the age of five (5) years next birthday, the amount of the Sum Assured A payable shall be revised (“Revised Amount of the Sum Assured A”) in accordance with the table below:

<u>Age Next Birthday of the Assured Child on Certificate Anniversary preceding occurrence of TPD</u>	<u>Revised Amount of the Sum Assured A</u>
1	20% of the Sum Assured A
2	40% of the Sum Assured A
3	60% of the Sum Assured A
4	80% of the Sum Assured A

Provided that the aggregate amount of sum assured payable by the Company for Total and Permanent Disability benefit must not exceed RM500,000 under this Policy and all other group policies (including supplementary contract, annexures and endorsements, if any) issued by the Company by any name or description which provide for Total and Permanent Disability benefit on the same Assured Child.

In addition, if Assured Child suffers Total and Permanent Disability prior to the first Certificate Anniversary, the age next birthday of the Assured Child on the Risk Commencement Date shall be used to determine the Revised Amount of the Sum Assured A.

Provided that, the payment of any benefit pursuant to this Clause 5.1.1.2 shall be subject to the following:

- 5.1.1.2.1 TPD in respect of any Life Assured must be certified by a Medical Practitioner appointed by the Company, to have continued for at least six (6) consecutive months from the date of disability. Satisfactory documentary proof must also be provided to the Company evidencing such continuing disability at the time of the first annual advance payment and on each subsequent annual advance payment.
- 5.1.1.2.2 If the Life Assured ceases to be under Total and Permanent Disability, the Company shall discontinue further annual advance payments and all the Assurance on the same Life Assured shall automatically be cancelled.
- 5.1.1.2.3 The payment of the Sum Assured A shall be made in the following manner:
 - (i) one lump sum not exceeding RM1,000,000 under this Policy and all group policies (including supplementary contracts, annexures and endorsements, if any) issued by the Company on the same Life Assured; and
 - (ii) any sum exceeding RM1,000,000, but not exceeding RM5,000,000 under this Policy and all other group policies (including supplementary contracts, annexures and endorsements, if any) issued by the Company on the same Life Assured, in two (2) equal annual installment payments, the first of which shall be paid one (1) year after the date of payment of the lump sum stated in Clause 5.1.1.2.3 (i) above.

For the avoidance of doubt, the aggregate amount of sum assured payable by the Company for Total and Permanent Disability benefit must not exceed RM5,000,000 under this Policy and all other group policies (including supplementary

contracts, annexures and endorsements, if any) issued by the Company by any name or description which provide for Total and Permanent Disability benefit on the same Life Assured.

- 5.1.1.2.4 In the event of death of the Life Assured before the last annual installment payment as stipulated in Clause 5.1.1.2.3 above is made, the Company shall pay the balance of the annual installment payments (if any) still remaining unpaid in one lump sum.
- 5.1.1.2.5 During the period when the Life Assured suffers Total and Permanent Disability, all future premiums corresponding to the Sum Assured A for which the advance payments are to be made by the Company shall be waived as from the next Certificate Anniversary following the disability.
- 5.1.1.2.6 Upon payment of each annual payment of the Sum Assured as provided in Clause 5.1.1.2.3 above, the Sum Assured A will be reduced accordingly.
- 5.1.1.2.7 When the Life Assured suffers TPD, his Assurance B is automatically be terminated.

5.1.1.3 Covered Event Benefit

While this Policy is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Company that the Life Assured is diagnosed with a Covered Event after the Waiting Period while insured under this Policy, the Company shall pay the following benefits:

- (a) 10% of the Sum Assured A (“Limited Advance Sum Assured A”) for Angioplasty and other invasive treatments for coronary artery disease, subject to a maximum of RM25,000 under this Policy and all other policies attached with Critical Illness Supplementary Contracts or Endorsements issued by the Company, which provide living assurance benefits or critical illness benefits for Angioplasty and other invasive treatments for coronary artery disease on the same Life Assured. Upon the payment of this benefit, such amount will be deducted from the Sum Assured A of this Policy, thereby reducing the amount of the benefit which may be payable herein (“Reduced Sum Assured A”).
- (b) 100% of the Sum Assured A or Reduced Sum Assured A for other Covered Events (other than Angioplasty and other invasive treatments for coronary artery disease), whichever is applicable.
- (c) In the event that the Life Assured is diagnosed with a Covered Event before the Certificate Anniversary on which he attains the age of five (5) years next birthday, the amount of the Sum Assured A as stated in Clause 5.1.1.3 (a) or Clause 5.1.1.3 (b), as the case may be, shall be revised (“Revised Amount of the Sum Assured A”) in accordance with the table below:

<u>Age Next Birthday of the Assured Child on Certificate Anniversary preceding occurrence of Covered Event</u>	<u>Revised Amount of the Sum Assured A</u>
1	20% of the Sum Assured A
2	40% of the Sum Assured A
3	60% of the Sum Assured A
4	80% of the Sum Assured A

In addition, if a Covered Event of the Assured Child is diagnosed prior

to the first (1st) Certificate Anniversary, the age next birthday of the Assured Child on the Risk Commencement Date shall be used to determine the Revised Amount of the Sum Assured A payable by the Company.

For the avoidance of doubt, in the event that the Limited Advance Sum Assured A is payable under Clause 5.1.1.3 (a) above is further revised by Clause 5.1.1.3 (c) above, the total benefit payable subsequently under this Policy will be reduced by the quantum of Limited Advance Sum Assured A that is calculated based on Clause 5.1.1.3 (a) above, without any revision.

Provided that, the payment of any benefit pursuant to this Clause 5.1.1.3 shall be subject to the following:

- 5.1.1.3.1 The Covered Event must be diagnosed or have occurred, as may be applicable, before the Life Assured attains age [insert age ()] years next birthday.
- 5.1.1.3.2 No benefits are payable for any Covered Event for which:
- 5.1.1.3.2.1 any condition existed or was diagnosed:
- (i) during the Waiting Period; or
 - (ii) after the expiry of the Waiting Period but which is related to a condition which existed or diagnosed during the Waiting Period; or
- 5.1.1.3.2.2 any sign or symptom existed before or during the Waiting Period which would prompt a reasonable person to seek medical care or attention, though the resulting diagnosis may occur before or after the expiry of the Waiting Period.
- 5.1.1.3.3 A claim for a Covered Event described in Clause 5.1.1.3.2.1 and/or 5.1.1.3.2.2 above shall not be admissible merely because notification of the said claim was given to the Company after the expiry of the Waiting Period.
- 5.1.1.3.4 Other than a claim for Angioplasty and other invasive treatments for coronary artery disease as set out in Clause 5.1.1.3 (a) and Clause 5.1.1.3 (b) above, if any, the Sum Assured A shall only be payable once for any one Life Assured regardless of the fact that multiple Covered Events may have occurred.
- 5.1.1.3.5 The aggregate amount of sum assured payable by the Company for Covered Event benefits must not exceed RM1,000,000 under this Policy and all other non-credit related group policies (including supplementary contract, annexures and endorsements, if any) issued by the Company by any name or description which provide Covered Event benefit or similar benefits on the same Life Assured.

Definitions of Covered Events

- (1) “Heart Attack – of specified severity” : Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
- (a) A history of typical chest pain;
 - (b) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or

depression, T wave inversion, pathological Q waves or left bundle branch block;

and

- (c) Elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:

- Cardiac Troponin T or Cardiac Troponin I $> / = 0.5$ ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:

- occurrence of an acute coronary syndrome including but not limited to unstable angina.
- a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

- (2) “Stroke – *resulting in Permanent neurological deficit with persisting clinical symptoms*” : Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolisation from an extra cranial source resulting in Permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.

For the above definition, the following are not covered:

- (a) Transient ischemic attacks;
- (b) Cerebral symptoms due to migraine;
- (c) Traumatic injury to brain tissue or blood vessels;
- (d) Vascular disease affecting the eye or optic nerve or vestibular functions.

- (3) “Coronary Artery By-Pass Surgery” : Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting.

For the above definition, the following are not covered:

- (a) angioplasty;
- (b) other intra-arterial or catheter based techniques;
- (c) keyhole procedures;
- (d) laser procedures.

- (4) “Cancer – *of specified severity and does not cover very early cancers*” : Any malignant tumour positively diagnosed with histological confirmation and characterized 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:

- (a) All cancers which are histologically classified as any of the following:
 - pre-malignant;
 - non-invasive;
 - carcinoma in situ;
 - having borderline malignancy;
 - having malignant potential.
- (b) All tumours of the prostate histologically classified as T1N0M0 (TNM classification).

- (c) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification).
 - (d) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification).
 - (e) Chronic Lymphocytic Leukemia less than RAI Stage 3.
 - (f) All cancers in the presence of HIV.
 - (g) Any skin cancer other than malignant melanoma.
- (5) “Kidney Failure – *requiring dialysis or kidney transplant*” : End-stage kidney failure presenting as chronic Irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.
- (6) “Fulminant Viral Hepatitis” : A sub-massive to massive necrosis (death of the liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:
- (a) A rapidly decreasing liver size as confirmed by abdominal ultrasound;
 - (b) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
 - (c) Rapidly deteriorating liver functions tests; and
 - (d) Deepening jaundice.
- Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.
- (7) “Major Organ/Bone Marrow Transplant” : The receipt of a transplant of:
- (a) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
 - (b) One of the following human organs: heart, lung, liver, kidney, pancreas that resulted from Irreversible end-stage failure of the relevant organ.
- Other stem cell transplants are not covered.
- (8) “Paralysis of limbs” : Total, Permanent and Irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.
- (9) “Multiple Sclerosis” : A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:
- (a) Investigations which confirm the diagnosis to be Multiple Sclerosis;
 - (b) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and
 - (c) Well documented history of exacerbation and remissions of said symptoms or neurological deficits.
- (10) “Primary Pulmonary Arterial Hypertension – *of specified severity*” : A definite diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in Permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment.

Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.

Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

(11) “Blindness – Permanent and Irreversible” : Permanent and Irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

(12) “Heart Valve Surgery” : The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

For the above definition, the following are not covered:

(a) Repair via intra-arterial procedure;

(b) Repair via key-hole surgery or any other similar techniques.

(13) “Deafness – Permanent and Irreversible” : Permanent and Irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

(14) “Surgery To Aorta” : The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

(a) angioplasty;

(b) other intra-arterial or catheter based techniques;

(c) other keyhole procedures;

(d) laser procedures

(15) “Loss of Speech” : Total, Permanent and Irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose and Throat specialist.

All psychiatric related causes are not covered.

(16) “Alzheimer’s Disease/Severe Dementia” : Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of Irreversible organic brain disorders. The Covered Event must result in significant reduction in mental and social functioning requiring continuous supervision of the Life Assured. The diagnosis must be clinically confirmed by a neurologist.

From the above definition, the following are not covered:

- (a) Non organic brain disorders such as neurosis;
- (b) Psychiatric illnesses;
- (c) Drug or alcohol related brain damage.

- (17) “Third Degree Burns – of specified severity” : Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.
- (18) “Coma – resulting in Permanent neurological deficit with persisting clinical symptoms” : A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety-six (96) hours, requiring the use of life support systems and resulting in a Permanent neurological deficit with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present.

The following is not covered:

- (a) Coma resulting directly from alcohol or drug abuse.

- (19) “Cardiomyopathy – of specified severity” : A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in Permanent physical impairment of at least Class III of the New York Heart Association's classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance. The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:
Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
Cardiomyopathy directly related to alcohol or drug abuse is not covered.
- (20) “Motor Neuron Disease – Permanent neurological deficit with persisting clinical symptoms” : A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be Permanent neurological deficit with persisting clinical symptoms.
- (21) “HIV Infection Due To Blood Transfusion” : Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:-
(a) The blood transfusion was medically necessary or given as part of a medical treatment;
(b) The blood transfusion was received in Malaysia or Singapore after the commencement of the policy;
(c) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
(d) The Life Assured does not suffer from hemophilia; and
(e) The Life Assured is not a member of any high risk groups including but not limited to intravenous drug users.

- (22) “Parkinson’s Disease – *resulting in Permanent inability to perform Activities of Daily Living*” : A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:
- (a) Cannot be controlled with medication;
 - (b) Shows signs of progressive impairment; and
 - (c) Confirmation of the Permanent inability of the Life Assured to perform without assistance three (3) or more of the Activities of Daily Living.
- Only idiopathic Parkinson’s Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.
- (23) “End-Stage Liver Failure” : End-stage liver failure as evidenced by all of the following:
- (a) Permanent jaundice;
 - (b) Ascites (excessive fluid in peritoneal cavity); and
 - (c) Hepatic encephalopathy.
- Liver failure secondary to alcohol or drug abuse is not covered.
- (24) “End-Stage Lung Disease” : End stage lung disease causing chronic respiratory failure. All of the following criteria must be met:
- (a) The need for regular oxygen treatment on a Permanent basis;
 - (b) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than one (1) liter during the first second;
 - (c) Shortness of breath at rest; and
 - (d) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.
- (25) “Major Head Trauma - *resulting in Permanent inability to perform Activities of Daily Living*” : Physical head injury resulting in Permanent functional impairment verified by a neurologist. The Permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.
- (26) “Chronic Aplastic Anemia - *resulting in Permanent Bone Marrow Failure*” : Irreversible Permanent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:
- (a) Regular blood product transfusion;
 - (b) Marrow stimulating agents;
 - (c) Immunosuppressive agents; or
 - (d) Bone marrow transplantation.
- The diagnosis must be confirmed by a bone marrow biopsy.
- (27) “Muscular Dystrophy” : The definite diagnosis of a Muscular Dystrophy by a neurologist which must be supported by all of the following:
- (a) Clinical presentation of progressive muscle weakness;
 - (b) No central/peripheral nerve involvement as evidenced by absence of sensory disturbance;
 - (c) Characteristic electromyogram and muscle biopsy findings.
- No benefit will be payable under this Covered Event before the Life Assured has reached the age of twelve (12) years next birthday.

- (28) “Benign Brain Tumour – of specified severity” : A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:
- (a) It is life threatening;
 - (b) It has caused damage to the brain;
 - (c) It has undergone surgical removal or has caused Permanent neurological deficit with persisting clinical symptoms; and
 - (d) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques.
- The following are not covered:
- (a) Cysts;
 - (b) Granulomas;
 - (c) Malformations in or of the arteries or veins of the brain;
 - (d) Hematomas;
 - (e) Tumours in the pituitary gland;
 - (f) Tumours in the spine;
 - (g) Tumours of the acoustic nerve.
- (29) “Encephalitis - resulting in Permanent inability to perform Activities of Daily Living” : Severe inflammation of brain substance, resulting in Permanent functional impairment. The Permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. This Covered Event must be certified by a neurologist.
- Encephalitis in the presence of HIV infection is not covered.
- (30) “Angioplasty and other invasive treatments for coronary artery disease” : The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.
- Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Covered Event coverage under the relevant endorsement or annexure, subject to a maximum of RM25,000. This Covered Event is payable once only and shall be deducted from the amount of the relevant endorsement or annexure, thereby reducing the amount of the lump sum payment which may be payable.
- (31) “Brain Surgery” : The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy (surgical opening of skull) is performed.
- For the above definition, the following are not covered:
- (a) Burr hole procedures;
 - (b) Transphenoidal procedures;
 - (c) Endoscopic assisted procedures or any other minimally invasive procedures;
 - (d) Brain surgery as a result of an accident.
- (32) “Bacterial Meningitis - resulting in Permanent inability to perform Activities of Daily Living” : Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in Permanent functional impairment. The Permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.
- The diagnosis must be confirmed by:

- (a) an appropriate specialist; and
- (b) the presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.

For the above definition, other forms of meningitis, including viral meningitis are not covered

- (33) “Serious Coronary Artery Disease” : The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non-invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This Covered Event is payable regardless of whether or not any form of coronary artery surgery has been performed.
- (34) “Loss of Independent Existence” : Confirmation by an appropriate specialist of the loss of independent existence and resulting in a Permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.
- (35) “Systemic Lupus Erythematosus with Severe Kidney Complications” : A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.
- For this definition, the Covered Event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only hematological or joint involvement are not covered.
- WHO Lupus Classification:
 Type III - Focal Segmental glomerulonephritis
 Type IV - Diffuse glomerulonephritis
 Type V - Membranous glomerulonephritis
- (36) “Full-blown AIDS” : The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the Life Assured must have a CD4 cell count of less than two hundred (200)/ μ L and one or more of the following criteria are met:
- (a) Weight loss of more than ten percent (10%) of body weight over a period of six (6) months or less (wasting syndrome);
 - (b) Kaposi Sarcoma;
 - (c) Pneumocystis Carinii Pneumonia;
 - (d) Progressive multifocal leukoencephalopathy;
 - (e) Active Tuberculosis;
 - (f) Less than one-thousand (1000) Lymphocytes/ μ L;
 - (g) Malignant Lymphoma.
- (37) “Medullary Cystic Disease” : A progressive hereditary disease of the kidney characterised by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.

- (38) “Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection” : Infection with the Human Immunodeficiency Virus (only if the Life Assured is a Medical Staff as defined below), where it was acquired as a result of an accident occurring during the course of carrying out normal occupational duties with seroconversion to HIV infection occurring within six (6) months of the accident. Any accident giving rise to a potential claim must be reported to the Company within (30) days of the accident taking place supported by a negative HIV test taken within seven (7) days of the accident.
- “Medical Staff” is defined as doctors (General Physicians and Specialists), traditional practitioners, nurses, paramedics, laboratory technicians, dentists, dental nurses, ambulance workers who are working in the medical centre or hospital or dental clinics/polyclinics in Malaysia. Doctors, traditional practitioners, nurses and dentists must be registered with the Ministry of Health of Malaysia.
- (39) “Terminal Illness” : The conclusive diagnosis of a condition that is expected to result in death of the Life Assured within twelve (12) months. The Life Assured must no longer be receiving active treatment other than that for pain relief. The diagnosis must be supported by written confirmation from an appropriate specialist and confirmed by the Company’s appointed doctor.
- (40) “Apallic Syndrome (ie. Persistent Vegetative State (PVS))” : Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a consultant neurologist holding such an appointment at an approved hospital. This condition has to be medically documented for at least one (1) month.
- (41) “Poliomyelitis” : The occurrence of Poliomyelitis where the following conditions are met:
- (a) Poliovirus is identified as the cause,
 - (b) Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.
- (42) “Progressive Scleroderma” : A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.
- The following are excluded:
- (a) Localised scleroderma (linear scleroderma or morphea);
 - (b) Eosinophilic fasciitis; and
 - (c) CREST syndrome.
- (43) “Chronic Relapsing Pancreatitis” : More than three (3) attacks of pancreatitis resulting in permanent pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.
- The diagnosis must be made by a consultant gastroenterologist and confirmed by Endoscopic Retrograde Cholangiopancreatography (ERCP).
- Chronic Relapsing Pancreatitis caused by alcohol or drug use is excluded.

(44) “Elephantiasis” : Elephantiasis is the result and complication of filariasis, characterised by massive swelling in the tissues of the body as a result of permanent obstructed circulation in lymphatic vessels, resulting in permanent inability of the Life Assured to perform at least three (3) of the listed Activities of Daily Living.

Unequivocal “Diagnosis” of Elephantiasis must be clinically confirmed by a “Specialist” in infectious disease or a “Specialist” in the relevant field, including laboratory confirmation of microfilariae.

Lymphedema caused by infection with a sexually transmitted disease, trauma, postoperative scarring, congestive heart failure, or congenital lymphatic system abnormalities are excluded.

(45) “Creutzfeldt-Jakob Disease (Mad Cow Disease)” : The occurrence of Creutzfeldt-Jacob Disease or Variant Creutzfeldt-Jacob Disease where there is an associated neurological deficit, which is solely responsible for the life insured’s permanent inability to perform at least three (3) of the listed Activities of Daily Living. These conditions have to be medically documented for at least six (6) months and confirmed by a consultant neurologist with appropriate testing such as conclusive Electroencephalography (EEG) and Cerebrospinal Fluid (CSF) findings as well as Computerized Tomography (CT) scan and Magnetic Resonance Imaging (MRI).

“Sickness” caused by human growth hormone treatment is excluded.

5.1.1.4 Benefits Coverage Limitation

A Life Assured can claim under one of the three benefits stated in Clause 5.1.1.1, 5.1.1.2 and 5.1.1.3 above and only one claim may be payable in his lifetime while insured under this Policy.

5.1.2 Assurance B

While this Policy is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Company that the Life Assured suffers any Loss resulting from an Injury while insured under this Policy, the Company shall pay benefits which shall not exceed the amount arrived at by multiplying the applicable percentages shown in the attached Schedule of Compensation with the sum assured for Assurance B (as referred to “Sum Assured B”). However, in the event of occurrence of any event stated in Section A or Section B of the attached Schedule of Compensation before the Certificate Anniversary on which an Assured Child attains the age of five (5) years next birthday, the amount of the Sum Assured B payable shall be revised in accordance with the table below:

<u>Age Next Birthday of the Assured Child on Certificate Anniversary preceding occurrence of Claim Event</u>	<u>Revised Amount of the Sum Assured B</u>
1	20% of the Sum Assured B
2	40% of the Sum Assured B
3	60% of the Sum Assured B
4	80% of the Sum Assured B

However, if such an event occurs prior to the first Certificate Anniversary, the age next birthday of the Assured Child on the Risk Commencement Date shall be used

to determine the Revised Amount of the Sum Assured B.

Provided that:

- 5.1.2.1 In the event of occurrence of any event stated in Section B and Section C of the attached Schedule of Compensation, the Loss must be diagnosed or have occurred, as may be applicable, before the Life Assured attains age [insert age ()] years next birthday. For the event stated in Section A, the Loss must have occurred before the Life Assured attains age [insert age ()] years next birthday.
- 5.1.2.2 Upon payment of any benefits payable under Sections A, B and C of the attached Schedule of Compensation, the Sum Assured B shall be reduced accordingly.
- 5.1.2.3 The aggregate amount of benefits payable taken together under Assurance B shall not exceed a total of one hundred percent (100%) of the Sum Assured B under Sections A, B and C of the attached Schedule of Compensation for any one Life Assured regardless of the number of Accident.
- 5.1.2.4 A Life Assured can claim for the compensation under one of the three sections (Section A, Section B or Section C) in the attached Schedule of Compensation in respect of any one Accident. In addition, only one loss in Section A, B or C of the attached Schedule of Compensation is claimable in any one Accident.
- 5.1.2.5 When the aggregate amount of claims payable have reached one hundred percent (100%) of the Sum Assured B, the Assurance B shall automatically be terminated.

5.1.3 Assurance C

- 5.1.3.1 The benefit under Assurance C is equal to the Total Investment Value, if any, of the Certificate of Assurance.
- 5.1.3.2 The Company shall pay the Total Investment Value, if any, in respect of any Certificate of Assurance upon occurrence of the earliest of the following:-
 - 5.1.3.2.1 survival of the Life Assured to the Maturity Date; or
 - 5.1.3.2.2 termination of the Certificate of Assurance on the Termination Date.

6. EXCLUSIONS

6.1 Assurance A

- 6.1.1 No benefit shall be payable in the event of suicide within one (1) year from the Risk Commencement Date or from the date of any reinstatement of a Certificate of Assurance, whichever is the later.
- 6.1.2 Advance payment as provided in Clause 5.1.1.2 above shall not be made for Total and Permanent Disability of the Life Assured which:
 - 6.1.2.1 has existed prior to or on the Risk Commencement Date or on the date of any reinstatement of his Certificate of Assurance, whichever is the later; or
 - 6.1.2.2 is resulted from the Life Assured committing, attempting or provoking an assault or a felony or from any violation of the law by the Life Assured; or
 - 6.1.2.3 is caused directly or indirectly by self-inflicted injuries (except in an attempt to save human life), while sane or insane; or

- 6.1.2.4 is caused by bodily injury sustained as a result of parachuting or sky-diving, or engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route; or
 - 6.1.2.5 as a result of the Life Assured driving a motor vehicle without possessing a valid driving licence. This exclusion will not apply if the Life Assured has an expired licence but is not disqualified from holding or obtaining such driving licence under any laws, by-laws or regulations; or
 - 6.1.2.6 is resulted from war, whether declared or undeclared.
- 6.1.3 The Company shall not, be liable for any Covered Event diagnosed to the Life Assured which:
- 6.1.3.1 has existed prior to or on the Risk Commencement Date or on the date of any reinstatement of his Certificate of Assurance, whichever is the later; or
 - 6.1.3.2 is caused directly or indirectly by self-inflicted injuries (except in an attempt to save human life), while sane or insane; or
 - 6.1.3.3 is resulted from the Life Assured committing, attempting or provoking an assault or a felony or from any violation of the law by the Life Assured; or
 - 6.1.3.4 as a result of the Life Assured driving a motor vehicle without possessing a valid driving licence. This exclusion will not apply if the Life Assured has an expired licence but is not disqualified from holding or obtaining such driving licence under any laws, by-laws or regulations; or
 - 6.1.3.5 resulted from war, whether declared or undeclared.

6.2 Assurance B

The Company shall not be liable for any Injury resulting in Loss suffered, as a result of, including of any of the following whether directly or indirectly:

- 6.2.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
- 6.2.2 bodily infirmity, or mental or functional disorder, or illness or disease of any kind, or any infections, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
- 6.2.3 war or any act of war, declared or undeclared, criminal activities, active duty in any armed forces, direct participation in strike, riots and civil commotion or insurrection;
- 6.2.4 from the action of any armed forces, or from Accident or violence arising by reason of the existence of a state of armed conflict;
- 6.2.5 engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
- 6.2.6 as a result of the Life Assured committing, attempting or provoking an assault or a felony, or from any violation or attempted violation of law by the Life Assured or resistance to arrest;
- 6.2.7 as a result of the Life Assured driving a motor vehicle without possessing a valid driving licence. This exclusion will not apply if the Life Assured has an expired licence but is not disqualified from holding or obtaining such driving licence under any laws, by-laws or regulations;
- 6.2.8 while under the influence of alcohol or drugs unless taken as prescribed by a Medical Practitioner. For the avoidance of doubt, a person is considered as under the influence of alcohol if the breath, blood or urine test result is over the following limit:
 - 6.2.8.1 35 mcg of alcohol per 100ml of breath,
 - 6.2.8.2 80 mg of alcohol per 100ml of blood,
 - 6.2.8.3 107 mg alcohol per 100ml of urine;

- 6.2.9 Injury arising from racing of any kind (except for foot racing), hazardous sports or activities that involve speed, height, high level of physical exertion, highly specialised gear or spectacular stunts such as but not limited to bungee jumping, parachuting, scuba diving, sky-diving, water skiing, underwater activities requiring breathing apparatus, winter sports, Professional Sports and illegal activities. For the avoidance of doubt, “Professional Sports” means engaging in any physical activity in a professional capacity or where the Life Assured would or could earn income or remuneration from engaging in such activity;
- 6.2.10 from childbirth, pregnancy and/or any complications thereof;
- 6.2.11 ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material; or
- 6.2.12 from the Life Assured engaging in commando or bomb disposal duties/training.

7. CONDITIONS OF PAYMENT OF CLAIMS

- 7.1 The due observance and fulfilment of the terms and conditions of this Policy by the parties concerned shall be a condition precedent to any liability of the Company to make any payment under this Policy.
 - 7.2 Any benefit payable under this Policy shall be paid to the affected Life Assured or to any person entitled through him, provided that:
 - 7.2.1 there has been no breach of any of the terms and conditions of this Policy; and
 - 7.2.2 this Policy and/or the Certificate of Assurance have not been terminated for any reason.
- All payments made by the Company in the manner stated in this Clause 7.2 shall provide the Company with a good and valid discharge of the same.
- 7.3 Prior to payment of any claims payable under the Assurance, the amount of any indebtedness on the Assurance shall first be deducted from the benefits payable.
 - 7.4 The Policyholder and/or the Life Assured shall give immediate written notice to the Company of any change in the Assured Life’s occupation, habits, pursuits, country or residence, and shall pay any additional premium that may be required by the Company.
 - 7.5 Written notice shall be sent to the Head Office of the Company or to any of its branch offices within ninety (90) days from the date on which a claim event occurs.
 - 7.6 All certificates, information and evidence required by the Company in connection with any claim under any Assurance shall be furnished at the expense of the Life Assured and shall be in such form and of such nature as the Company may prescribe.
 - 7.7 The TPD or Covered Event for which the claim is made must be diagnosed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the Company; all such medical evidence must be furnished by the claimant at own expense, and in such form that the Company may require.
 - 7.8 If required by the Company, the Life Assured must undergo medical examination(s) by a Medical Practitioner appointed by the Company in connection with the TPD or Covered Event for which the claim is made.
 - 7.9 Unless prohibited by law, the Company may examine the body and conduct an autopsy before making any payment under this Policy.

ASSURANCE B

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP POLICY NO: <S XXXX>

SCHEDULE OF COMPENSATION

<u>Loss</u>	<u>Benefit - % Sum Assured B</u>
<u>Section A</u>	
(1) Death	100%
<u>Section B</u>	
(1) Loss of both hands	100%
(2) Loss of both feet	100%
(3) Complete and irrecoverable loss of sight in both eyes	100%
(4) Loss of one hand and one foot	100%
(5) Injuries resulting in permanently being bedridden	100%
(6) Any other injuries resulting in permanent total disablement	100%
(7) Complete and incurable paralysis	100%
<u>Section C</u>	
(1) Loss of arm at shoulder	100%
(2) Loss of arm between shoulder and elbow	100%
(3) Loss of arm at elbow	100%
(4) Loss of arm between elbow and wrist	100%
(5) Loss of hand at wrist	100%
(6) Loss of leg at hip	100%
(7) Loss of leg between knee and hip	100%
(8) Loss of leg below knee	100%
(9) Loss of eye – whole	100%
(10) Loss of eye – sight of	100%
(11) Complete and irrecoverable loss of sight in one eye except for perception of light	50%
(12) Loss of lens of eye	50%
(13) Loss of hearing	75%
- both ears	15%
- one ear	15%
(14) Total loss of speech	50%
(15) Loss of four fingers and thumb of one hand	50%
(16) Loss of four fingers	40%
(17) Loss of thumb	25%
- both phalanges	10%
- one phalanx	10%
(18) Loss of index finger	8%
- three phalanges	8%
- two phalanges	4%
- one phalanx	4%

SCHEDULE OF COMPENSATION

(19)	Loss of middle finger	- three phalanges	6%
		- two phalanges	4%
		- one phalanx	2%
(20)	Loss of ring finger	- three phalanges	5%
		- two phalanges	4%
		- one phalanx	2%
(21)	Loss of little finger	- three phalanges	4%
		- two phalanges	3%
		- one phalanx	2%
(22)	Loss of metacarpals	- first or second (additional)	3%
		- third, fourth or fifth (additional)	2%
(23)	Loss of toes	- all	15%
		- great both phalanges	5%
		- great one phalanx	2%
		- other than great, if more than one toe lost each	1%

Any other form of permanent disability shall be assessed by the Company, and any proportion of the Sum Assured B payable shall be in accordance with such rates of compensation as opined by the Company's Medical Practitioner to be consistent with the applicable rates of compensation as contained in this Schedule of Compensation.

SCHEDULE A

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP POLICY NO: <S XXXX >

FUND TYPES AVAILABLE

FUND MANAGEMENT CHARGE

DANA GEMILANG

1.50%

THE FUND MANAGEMENT CHARGE MAY BE VARIED BY THE COMPANY.

POLICY FEE

Policy Size (No. of Lives)	Monthly Policy Fee (RM)
« 300	5.00
301 - 500	3.00
501 - 1000	2.00
1001 - 5000	1.00
5001 - 10000	0.50
> 10000	0.30

PREMIUMS ALLOCATED TO PURCHASE UNITS

INSURANCE PREMIUM

Policy Year	Allocation Rate (%)
First Year – 16	88
17 and following years' premium	100

REGULAR PREMIUM TOP UP

95%

SINGLE PREMIUM TOP UP

95%

UNALLOCATED PREMIUMS

ANY AMOUNT OF PREMIUM THAT HAS NOT BEEN ALLOCATED TO PURCHASE UNITS IS USED TO MEET THE PAYMENTS OF COMMISSIONS TO INTERMEDIARIES AND GENERAL EXPENSES OF THE COMPANY

SCHEDULE OF BENEFITS

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP POLICY NO: <S XXXX>

Monthly Premium (RM)	Sum Assured A of Assurance A (RM)	Sum Assured B of Assurance B (RM)	Funeral Expenses (RM)
37.50	30,000	30,000	2,000
50.00	40,000	40,000	2,000
62.50	50,000	50,000	2,000
75.00	60,000	60,000	2,000
100.00	80,000	80,000	2,000
125.00	100,000	100,000	2,000
150.00	120,000	120,000	2,000
187.50	150,000	150,000	2,000
250.00	200,000	200,000	2,000
312.50	250,000	250,000	2,000

Note:

The Company reserves the right to vary the Monthly Premium in accordance with Clause 4.10 of this Privileges and Conditions.

SCHEDULE OF INSURANCE CHARGES

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP POLICY NO: <S XXXX>

INSURANCE CHARGES PER RM1000 SUM ASSURED					
Age Next Birthday	Assurance A		Assurance B		
	Male	Female	Occupation Class 1	Occupation Class 2	Occupation Class 3
16	1.62	1.63	0.69	1.00	1.34
17	1.62	1.63	0.69	1.00	1.34
18	1.62	1.63	0.69	1.00	1.34
19	1.62	1.63	0.69	1.00	1.34
20	1.62	1.63	0.69	1.00	1.34
21	1.63	1.64	0.69	1.00	1.34
22	1.65	1.65	0.69	1.00	1.34
23	1.65	1.65	0.69	1.00	1.34
24	1.67	1.68	0.69	1.00	1.34
25	1.70	1.70	0.69	1.00	1.34
26	1.73	1.74	0.69	1.00	1.34
27	1.75	1.75	0.69	1.00	1.34
28	1.76	1.77	0.69	1.00	1.34
29	1.80	1.80	0.69	1.00	1.34
30	1.83	1.84	0.69	1.00	1.34
31	1.87	1.88	0.69	1.00	1.34
32	1.91	1.92	0.69	1.00	1.34
33	1.96	1.97	0.69	1.00	1.34
34	1.98	1.99	0.69	1.00	1.34
35	2.05	2.05	0.69	1.00	1.34
36	2.29	2.13	0.69	1.00	1.34
37	2.48	2.22	0.69	1.00	1.34
38	2.72	2.34	0.69	1.00	1.34
39	3.02	2.52	0.69	1.00	1.34
40	3.34	2.86	0.69	1.00	1.34
41	3.77	3.21	0.69	1.00	1.34
42	4.24	3.56	0.69	1.00	1.34
43	4.82	4.00	0.69	1.00	1.34
44	5.46	4.47	0.69	1.00	1.34
45	6.18	5.03	0.69	1.00	1.34
46	6.97	5.65	0.69	1.00	1.34
47	7.88	6.39	0.69	1.00	1.34
48	8.81	7.18	0.69	1.00	1.34
49	9.79	8.02	0.69	1.00	1.34
50	10.84	8.90	0.69	1.00	1.34
51	12.05	9.87	0.69	1.00	1.34
52	13.37	10.89	0.69	1.00	1.34
53	14.81	11.99	0.69	1.00	1.34
54	16.40	13.20	0.69	1.00	1.34
55	18.17	14.63	0.69	1.00	1.34
56	20.07	16.22	0.69	1.00	1.34
57	22.07	17.96	0.69	1.00	1.34
58	24.07	19.80	0.69	1.00	1.34
59	26.10	21.78	0.69	1.00	1.34
60	28.32	23.89	0.69	1.00	1.34

SCHEDULE OF INSURANCE CHARGES

INSURANCE CHARGES PER RM1000 SUM ASSURED					
Age Next Birthday	Assurance A		Assurance B		
	Male	Female	Occupation Class 1	Occupation Class 2	Occupation Class 3
61	30.93	26.22	0.69	1.00	1.34
62	33.90	28.58	0.69	1.00	1.34
63	37.11	30.85	0.69	1.00	1.34
64	40.58	33.21	0.69	1.00	1.34
65	44.40	35.85	0.69	1.00	1.34

Notes:

- 1) Upon the Policy Commencement Date of this group policy, where the number of Lives Assured is less than one-hundred (100), the Insurance Charges for Assurance A as stated under the Schedule of Insurance Charges above will be subject to additional thirty percent (30%).
- 2) The Company reserves the right to vary the insurance charges in accordance with Clause 4.10 of this Privileges and Conditions.

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