

Notes: Please read this Product Disclosure Sheet before you decide to take up this Group Multiple Benefits Insurance Scheme group policy. Be sure to also read the general terms and conditions.

Name of Financial Service Provider : Great Eastern Life Assurance (Malaysia) Berhad ("the Company")
 Name of Product : Group Multiple Benefits Insurance Scheme
 Name of Policyholder : **POS MALAYSIA BERHAD**
 Policy Number/Scheme Number : **GSP329**
 Name of Customer :
 Date :

1. What is this product about?

Group Multiple Benefits Insurance Scheme (GMBIS) is a regular premium investment-linked insurance group policy that provides protection coverage and non-guaranteed investment return based on the performance of the unit funds selected. This policy does not participate in the surplus of the life fund.

The value of the investment-linked insurance product depends on the price of the underlying units, which in turn depends on the performance of the fund chosen by the Policyholder.

2. What are the covers/benefits provided?

The basic sum assured for this plan is RM 20,000

Basic Plan Benefit*	
(a) Death Benefit	Basic sum assured + total investment value (if any)
(b) Total and Permanent Disability ("TPD") Benefit	<p>Basic sum assured</p> <p>If TPD occurs prior to the certificate anniversary on which the Life Assured attains age sixty-five (65) years next birthday, the Company will advance the basic sum assured as follows:</p> <ul style="list-style-type: none"> the basic sum assured not exceeding RM5,000,000 shall be paid in three (3) annual instalments with the first being a lump sum of the basic sum assured or RM1,000,000, whichever is lesser, and the balance of the basic sum assured will be payable in two equal annual instalments. <p>The maximum TPD Benefit payable under this and all other group policies on the same life assured, is RM5,000,000 per life.</p>
(c) Maturity Benefit	Upon maturity of the initial term of the plan, the Company will pay the total investment value (if any) less any indebtedness.

Funeral Expenses	
Funeral Expenses	RM 5,000 is payable in addition to the Death Benefit.

Covered Event Benefit	
Covered Event Benefit	<p>RM 20,000</p> <p>The benefit will be payable in one lump sum upon occurrence of any one of the Covered Event (except for Angioplasty and other invasive treatments for coronary artery disease, whereby the claim payout is 10% of the sum assured, subject to a maximum of RM25,000 per life), subject to the terms and conditions of the policy.</p> <p>After the claim on Angioplasty and other invasive treatments for coronary artery disease, the sum assured will be reduced accordingly. In addition, the claim on other Covered Events will still be allowed, subject to the balance amount of the sum assured.</p>
Maximum coverage	Up to age sixty-five (65) years next birthday.

Personal Accident Benefit	% of sum assured
1) Accidental Death	100%
2) Accidental Permanent Disability	
• Loss of both hands	100%
• Loss of both feet	100%
• Complete and irrecoverable loss of sight in both eyes	100%
• Loss of one hand and one foot	100%
• Injuries resulting in permanently being bedridden	100%
• Any other injuries resulting in total permanent disablement	100%
• Complete and incurable paralysis	100%
• Loss of arm at shoulder	100%
• Loss of arm between shoulder and elbow	100%
• Loss of arm at elbow	100%
• Loss of arm between elbow and wrist	100%
• Loss of hand at wrist	100%
• Loss of leg at hip	100%
• Loss of leg between knee and hip	100%
• Loss of leg below knee	100%
• Loss of eye – whole	100%
• Loss of eye – sight of	100%
• Complete and irrecoverable loss of sight in one eye except for perception of light	50%
• Loss of lens of eye	50%
• Loss of four fingers and thumb of one hand	50%
• Loss of Four Fingers	40%
• Loss of thumb - both phalanges	25%
• Loss of thumb - one phalanx	10%
• Loss of index finger - three phalanges	10%
• Loss of index finger - two phalanges	8%
• Loss of index finger - one phalanx	4%
• Loss of middle finger - three phalanges	6%
• Loss of middle finger - two phalanges	4%
• Loss of middle finger - one phalanx	2%
• Loss of ring finger - three phalanges	5%
• Loss of ring finger - two phalanges	4%
• Loss of ring finger - one phalanx	2%
• Loss of little finger - three phalanges	4%
• Loss of little finger - two phalanges	3%
• Loss of little finger - one phalanx	2%
• Loss of metacarpals - first or second (additional)	3%
• Loss of metacarpals - third, fourth or fifth (additional)	2%
• Loss of toes - all	15%
• Loss of toes - great both phalanges	5%
• Loss of toes - great one phalanx	2%
• Loss of toes - other than great, if more than one toe lost each	1%
• Loss of hearing - both ears	75%
• Loss of hearing - one ear	15%
• Total loss of speech	50%
Maximum coverage	Up to age sixty-five (65) years next birthday for Accidental Death. Up to age sixty-five (65) years next birthday for Accidental Permanent Disability.

Hospitalisation Benefit** (where applicable)	
Hospitalisation Benefit	<p>RM 20 per day</p> <p>If a Life Assured is hospitalised in any registered government or private hospital in Malaysia, Brunei and Singapore due to any illness after thirty (30) days from the commencement date of the assurance or due to any injury during the period of insurance, the Life Assured is eligible for hospitalisation allowance for the duration of the hospitalisation. However, this</p>

	<p>benefit is not payable for hospitalisation due to pre-existing illness.</p> <p>If an assured child is hospitalised due to any illness or injury, the amount of daily hospitalisation benefit shall be reduced in accordance with the following table:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Age Next Birthday</th> <th>Amount Payable for Daily Hospitalisation Benefit</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50% of the daily hospitalisation benefit</td> </tr> <tr> <td>2</td> <td>75% of the daily hospitalisation benefit</td> </tr> <tr> <td>3 & above</td> <td>100% of the daily hospitalisation benefit</td> </tr> </tbody> </table> <p>The aggregate duration of all hospitalisation of a Life Assured is limited to a maximum of five-hundred (500) days per life time under this rider.</p>	Age Next Birthday	Amount Payable for Daily Hospitalisation Benefit	1	50% of the daily hospitalisation benefit	2	75% of the daily hospitalisation benefit	3 & above	100% of the daily hospitalisation benefit
Age Next Birthday	Amount Payable for Daily Hospitalisation Benefit								
1	50% of the daily hospitalisation benefit								
2	75% of the daily hospitalisation benefit								
3 & above	100% of the daily hospitalisation benefit								
Maximum coverage	Up to age 65 years next birthday.								

More details about this plan are:

- Option to increase or decrease the sum assured at any time by completing a fresh proposal form (subject to the terms and conditions).
- Coverage can be extended to legal spouse and children, subject to the terms and conditions.
- Premium payment via salary deduction/credit card/Direct Debit Authorisation (“DDA”)/internet banking via JomPAY.
- If a valid claim event (on the life of an assured child) occurs before age of five (5) years next birthday, a child lien shall apply.

Fund chosen

- Dana Gemilang: 100%

The plan that you purchased is:

GMBIS investment-linked insurance plan, which provides coverage until age of sixty-five (65) years next birthday.

Note: The above benefits are subject to the terms and conditions in the policy.

Reminder: Please read the fund fact sheet which includes the objectives of the investment-linked fund and sales illustration. It is important to select a plan that suits your financial goals and risk profile.

3. How much premium do I have to pay?

- a) The monthly premium corresponds to the type of plan you have chosen (Please refer to Part B of the Schedule of Benefits, Premiums and Commissions attached to this Product Disclosure Sheet).
- b) The premium amount is the same for all eligible members regardless of their age and gender.
- c) The premium is payable until your plan attains maturity or cessation of coverage, whichever occurs first.
- d) If the actual sustainability of your plan is reduced due to revision of insurance charges, the Company may vary the premiums on the policy anniversary by giving three (3) months’ advance written notice to the Policyholder.
- e) Premium is non-guaranteed and may increase on the policy anniversary. The revision, if any, will aim to reflect our claim experience or other justified circumstances.
- f) The Company allocates a portion of the premium to purchase units in the unit fund(s) chosen. Any unallocated amount will be used to pay Intermediary’s Commission and other expenses of the Company (including Service Fees). You are advised to refer to the allocation rates and other details given in the sales illustration.

4. What are the fees and charges that I have to pay?

- a) Insurance charges – the sum assured will be subject to such charges; where the Company reserves the right to vary the insurance charges for subsequent policy years depending on the average age profile and the claims experience of the group scheme or other justified circumstances. The insurance charges are deducted monthly by cancelling units in the funds already allocated to your plan, at the respective Net Asset Value (“NAV”) on the Next Valuation Date for such funds following the due date of the insurance charges. The insurance charges will increase as you grow older. Details of insurance charges and other charges for the plan are given in the sales illustration.
- b) Intermediary’s Commission - (Please refer to Part C of the Schedule of Benefits, Premiums and Commissions attached to this Product Disclosure Sheet).
- c) Service Fee for Policyholder - (Please refer to Part D of the Schedule of Benefits, Premiums and Commissions attached to this Product Disclosure Sheet).

5. What are some of the key terms and conditions that I should be aware of?

- a) Importance of disclosure – you must disclose all material facts such as medical condition and state your age correctly. If you are in any doubt about whether certain facts are material, these facts should be disclosed in the proposal for assurance.
- b) This scheme requires minimum participation of minimum five (5) persons at any point of time. The Company reserves the right to terminate the group scheme at any given time, if the participation falls below the minimum requirement.
- c) Validity – the proposal for assurance is only valid for a period of six (6) months from the proposal date. A completed proposal for assurance should be submitted to the Company or intermediary immediately to avoid any delay.
- d) Commencement of risk and date of maturity – this information will be shown in the Certificate of Assurance.
- e) Free-look period – you may terminate the plan by returning the Certificate of Assurance to the Company by hand or registered post within fifteen (15) days after your receipt of the same. If the plan is terminated during this period, the Company shall refund an amount equal to the sum of
 - (1) total investment values of the Certificate of Assurance,
 - (2) the investment values of the units which have been cancelled to pay for insurance charges and policy fees based on Net Asset Value at the Next Valuation Date, and
 - (3) the amount of premiums that have not been allocated to purchase units; minus the expenses incurred for medical examination, if any.
- f) Waiting period – the eligibility for Covered Event Benefit will only start sixty (60) days after the effective date of your plan. The eligibility for Hospitalisation Benefit (where applicable) will only start thirty (30) days after the effective date of the rider.
- g) Grace period – the plan will lapse if you do not pay your premiums within the grace period of ninety (90) days.
- h) Policy lapse – the plan will lapse when the value of investment units is insufficient to pay for the insurance charges and other charges.
- i) The Company reserves the right to vary the premium rates and/or policy fees and/or insurance charges and/or the terms and provisions of the Policy (including the General Conditions and General Provisions) on the policy anniversary, subject to the terms and conditions of the Policy, upon giving the Policyholder three (3) months' advance written notice of its intention.
- j) Premium holiday – the Company will notify you via the Policyholder before your assurance lapses due to the consequences of taking a premium holiday.
- k) Withdrawal of funds – subject to the applicable terms and conditions, the Life Assured may sell some of the units after contributing for at least twelve (12) months.
- l) Total investment value – the total investment value of the plan depends on the performance of the investment-linked funds selected. The higher the level of insurance coverage selected, the more units will be absorbed to pay for the insurance charges and fewer units will remain to accumulate total investment value under your plan.
- m) Premium payment by retirees or those who have resigned and are no longer employees of the Policyholder will be through Direct Debit Authorisation (DDA) or credit card auto-deduction or internet banking via JomPAY.
- n) Access to policy information and notice of changes – you may update your contact details (mailing address, mobile number and email address) online through eConnect via our website at www.greasternlife.com or by completing the Person Changes form. Other pertinent policy information or changes are reflected in the Yearly Premium Paid Statement (PPS), Investment-Linked Annual Statement and Annual Sustainability Letter accessible from eConnect portal.
- o) Investment Top-up – you may apply to the Company to pay Single Premium Top-Up and/or Regular Premium Top-Up under the Policy at any time subject to the same being accepted by the Company with the following conditions:
 - (1) You must first pay in full the premiums due from the risk commencement date until and including the policy year in which the Investment Top-ups is sought to be made;
 - (2) The Investment Top-ups must be within the Investment Top-Ups limits as determined by the Company; and
 - (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 as evidenced by an official receipt issued for the payment.

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 the Policy.
- p) No benefit shall be payable for any TPD or Covered Event arising from any pre-existing TPD or pre-existing Covered Event respectively; or for any Covered Event diagnosed in the first sixty (60) days from the commencement date of the assurance, whichever is earlier (unless otherwise stated above, the claim will be payable upon death, TPD or Covered Event, subject to the terms and conditions of the Policy).
- q) Claims procedure – please visit greasternlife.com/my for further info on the Company's claim procedure.

Important Note: This list is non-exhaustive. Please refer to the Policy for the terms and conditions under this plan. The custodian of the Policy for GSP329 is POS MALAYSIA BERHAD

6. What are the major exclusions under this plan?

<p>Basic Plan</p> <ul style="list-style-type: none"> • Death during the first policy year as a result of suicide, while sane or insane. • TPD that has existed prior to or on the risk commencement date or the date of any reinstatement of the Life Assured's Certificate of Assurance, whichever is later. • TPD caused directly or indirectly by self-inflicted injuries (except in an attempt to save human life), while sane or insane. • TPD caused by bodily injury sustained as a result of parachuting or skydiving, 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. • TPD resulted from the Life Assured committing, attempting or provoking an assault or a felony or from any violation of law by the Life Assured. • TPD 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. • TPD resulted from war, whether declared or undeclared.
<p>Covered Event Benefit</p> <ul style="list-style-type: none"> • Covered Event which has existed prior to or on the risk commencement date or on the date of any reinstatement of the Life Assured's Certificate of Assurance, whichever is later. • Covered Event caused directly or indirectly by self-inflicted injuries, while sane or insane. • Covered Event resulted from the Life Assured committing, attempting or provoking an assault or a felony or from any violation of law by Life Assured. • Covered Event 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. • Covered Event resulted from war, whether declared or undeclared.
<p>Personal Accident Benefit</p> <ul style="list-style-type: none"> • Suicide, attempted suicide or self-inflicted injuries, while sane or insane. • 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. • 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. • From the action of any armed forces, or from accident or violence arising by reason of the existence of a state of armed conflict. • 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. • 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. • 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. • While under the influence of alcohol or drugs unless taken as prescribed by a physician. 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: <ol style="list-style-type: none"> (1) 35 mcg of alcohol per 100ml of breath, (2) 80 mg of alcohol per 100ml of blood, (3) 107 mg alcohol per 100ml of urine. • 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. • From childbirth, pregnancy and/ or any complications thereof. • Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material. • From the Life Assured engaging in commando or bomb disposal duties/ training.
<p>Hospitalisation Benefit (where applicable)</p> <ul style="list-style-type: none"> • Suicide, attempted suicide or intentionally self-inflicted injuries, while sane or insane. • 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.

- War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.
- From the Life Assured engaging in commando or bomb disposal duties/ training.
- 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.
- 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.
- 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.
- 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:
 - (1) 35 mcg of alcohol per 100ml of breath,
 - (2) 80 mg of alcohol per 100ml of blood,
 - (3) 107 mg alcohol per 100ml of urine.
- Illness or 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.
- Alcoholism, depression, illegal drugs, intoxication, venereal disease and its sequelae, pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility, Erectile dysfunction and tests or treatment related to impotence or sterilisation.
- Pre-existing illness.
- Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
- Any treatment or test in connection with AIDS or the presence of any Human Immuno-deficiency Virus infection and all sexually transmitted diseases.
- Hospitalisation primarily for investigatory purposes, diagnosis, x-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered disability or any treatment which is not medically necessary and any preventive treatments, preventive medicines or examinations carried out by a physician, and treatments specifically for weight reduction or gain.
- Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.

Important Note: This list is non-exhaustive. Please refer to the Policy for full list of exclusions under this plan. The custodian of the Policy for GSP329 is POS MALAYSIA BERHAD

7. Can I cancel my plan?

You may cancel your plan by giving a written notice to the Company. Buying an investment-linked insurance plan is a long-term financial commitment. It is not advisable to hold this plan for a short period of time as the early cancellation of your plan may result in high cost; the redemption value depends on the current market value of the underlying asset in the fund. Thus the redemption value received on cancellation (if any) may be less than the total premium paid. If the Policyholder finds that the fund chosen is no longer appropriate, the Policyholder has the option to change funds. There is no total investment value for rider(s) attached to your plan.

8. What do I need to do if there are changes to my / my nominee(s) contact details?

It is important that you inform us in writing of any change in your / your nominee(s) contact details to ensure that all correspondences reach you / your nominee(s) in a timely manner.

9. Where can I get further information?

Should you require additional information about investment-linked insurance and medical and health insurance, please refer to www.mycoverage.my or your Policyholder or your official servicing intermediary, the contact details of which can be found in the sales brochure, or contact us at:

GREAT EASTERN LIFE ASSURANCE (MALAYSIA) BERHAD (198201013982 (93745-A))

(Licensed under the Financial Services Act 2013 and is regulated by Bank Negara Malaysia)

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Website : www.greasternlife.com/my
Customer portal : econnect-my.greasternlife.com

This product is a life insurance plan underwritten by Great Eastern Life Assurance (Malaysia) Berhad

10. Other similar types of cover available

You may check with the intermediary or contact the Company directly for similar types of cover available currently.

IMPORTANT NOTE:

THIS IS AN INSURANCE PRODUCT THAT IS TIED TO THE PERFORMANCE OF THE UNDERLYING ASSETS, AND IS NOT A PURE INVESTMENT PRODUCT SUCH AS UNIT TRUSTS. YOU MUST EVALUATE YOUR OPTIONS CAREFULLY AND SATISFY YOURSELF THAT THE INVESTMENT-LINKED INSURANCE PLAN CHOSEN MEETS YOUR RISK APPETITE, AND THAT YOU CAN AFFORD THE PREMIUM THROUGHOUT THE POLICY DURATION. YOU SHOULD SATISFY YOURSELF THAT THE RIDER(S) WILL BEST SERVE YOUR NEEDS. TO INCREASE INVESTMENT VALUE AT ANY TIME, IT IS ADVISABLE THAT YOU PAY THE ADDITIONAL PREMIUM AS "TOP UPS". RETURN ON AN INVESTMENT-LINKED FUND IS NOT GUARANTEED. YOU ARE ENCOURAGED TO APPOINT A NOMINEE(S) AND ENSURE THAT YOUR NOMINEE (S) IS AWARE OF THE PLAN THAT YOU HAVE PURCHASED. YOU SHOULD READ AND UNDERSTAND YOUR INSURANCE POLICY AND DISCUSS WITH YOUR INTERMEDIARY OR CONTACT THE COMPANY DIRECTLY FOR MORE INFORMATION.

***PROTECTION BY PIDM ON BENEFITS PAYABLE FROM THE UNIT PORTION OF THIS CERTIFICATE/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).**

****The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact GREAT EASTERN LIFE ASSURANCE (MALAYSIA) BERHAD or PIDM (visit www.pidm.gov.my).**

The information provided in this disclosure sheet is valid as at 1/9/2024

Great Eastern Life Assurance (Malaysia) Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

If there is any discrepancy between the English and Bahasa Malaysia versions of this document, the English version shall prevail.

Schedule of Benefits, Premiums & Commissions

Type of Plan (Sum Assured)	PART A: Benefits (RM)						PART B: Monthly Premium (RM)	PART C: Intermediary's Commission		PART D: Service Fee	
	45 Covered Event	Death or TPD due to Illness	Death or TPD due to accidental cause (Additional Payment)	Funeral Expenses	Total Investment Value (TIV)	Hospitalisation Benefit (per night stay)	Total Monthly Premium	Rate (%)	Monthly Amount (RM)	Rate (%)	Monthly Amount (RM)
20,000	20,000	20,000	20,000	5,000	Based on the Net Asset Value	20.00	30.00	10	3.00	2	0.60
30,000	30,000	30,000	30,000	5,000		30.00	45.00	10	4.50	2	0.90

Notes:

Your plan will terminate upon occurrence of Death or TPD or any one of the 45 Covered Events (except for Angioplasty and other invasive treatments for coronary artery disease) or 100% claim of the sum assured on the Personal Accident Benefit, whichever occurs first.