

PRIVILEGES AND CONDITIONS

SECTION 1 – GENERAL DEFINITIONS

In this Policy, where the context so admits, the masculine gender 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 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) **Contenance**
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.

“**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 this one (1) week non-renewable group term assurance coverage.

“**Attained Age Next Birthday**” means the age next birthday of the Life Assured on preceding or coincident with the Risk Commencement Date.

“**Covered Event**” means any of the 2 events as specified and defined in Section 4.1 below.

“**Diagnosis**” 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 Member**” means a Member who holds a Malaysian citizenship or permanent residency in Malaysia and is eligible to participate in this Policy.

“**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 Eligible Member in respect of whom coverage under this Policy has been effected.

“Medical Practitioner” means a surgeon or physician qualified by degree in western medicine, who is legally licensed and duly qualified to practice 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, and who, in rendering his service, is practicing within the scope of his licensing and training in the geographical area of 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.

“Period of Insurance” refers to the one (1) week period which starts on the Risk Commencement Date.

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

“Policy” means this policy and includes the schedules, 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 to the Policyholder and/or 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.

“Policy Commencement Date” refers to the Policy Commencement Date as stated in this Policy.

“Private Conveyance” means a licensed vehicle authorised by the authority in the geographical area (limited to individual private vehicles and fare-paying passenger transport chartered for private travel including taxi, hired car or any form of e-hailing private vehicles), but excludes vehicle types such as motorcycles, scooters, bicycles/e-bicycles or bikes/e-bikes.

“Public Conveyance” means a licensed commercial airline operating on a regular scheduled route or a commercially licensed public transportation (limited to vehicles and trains that are operating on the road and railway only) over an established route with regular schedule such as bus, train or monorail. Cable car, taxi, hired car or any form of transport chartered for private travel are excluded.

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

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

SECTION 2 – GENERAL PROVISIONS

2.1 Prior to the Risk Commencement Date, the Policyholder and/or the Life Assured 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 shall at all times be made available by the Policyholder for inspection by the Company.

- 2.2 The Policyholder and/or the Life Assured shall furnish the Company with all statements and information in relation to this Policy and/or Assurance 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 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 be 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 is required by the Company to answer any questions or if the Policyholder and/or the Life Assured is 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 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.
- 2.3 All premiums due and payable under this Policy shall be paid in Malaysian Ringgit by the Policyholder and/or the Life Assured directly to the Company.
- 2.4 The Policyholder and/or the Life Assured shall pay premiums to the Company by way of bank transfer or such other mode of payment as determined by the Company. The Company reserves the right to terminate the Assurance 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 Policyholder and/or the Life Assured. The Assurance effected under this Policy shall be expressed in Malaysian Ringgit. A discharge and/or receipt given to the Company by:
- 2.4.1 the Policyholder; or
- 2.4.2 the Life Assured; or
- 2.4.3 any person duly authorised in writing by the Policyholder and/or the Life Assured to act on their behalf;
- shall be 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.
- 2.5 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.
- 2.6 This Policy will neither participate in the profits of the Company nor will any surrender value be paid in respect of it.

SECTION 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

Only Eligible Members aged between eighteen (18) years next birthday and sixty-nine (69) years next birthday may participate in this Policy.

3.3 Evidentiary Requirements

3.3.1 No Assurance or any increase in the Sum Assured or benefits 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 an 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 shall be refunded without interest.

3.4 Assurance Benefit Level

3.4.1 Every eligible Life Assured shall be entitled to the Assurance under this Policy, with reference to the Schedule of Premium as stated in this Policy, and subject to the terms and conditions of this Policy.

3.4.2 A Life Assured whose Assurance is terminated due to any reason and who re-applies for Assurance shall be considered as a new Member under this Policy.

3.4.3 Each Life Assured is allowed to purchase only one (1) Assurance at any time under this Policy.

3.5 Premiums

3.5.1 Premium in respect of each Life Assured's Assurance shall be calculated with reference to the Schedule of Premium as stated in this Policy. All premiums due under this Policy for the Period of Insurance shall be paid to the Company prior to the commencement of that Period of Insurance, unless otherwise specified by the Company in writing. If there are any arrear of premiums due under this Policy for a previous Period of Insurance or any part thereof, all such arrears shall also be paid in full to the Company prior to the commencement of the next Period of Insurance, if any. Any variation or waiver of the foregoing shall be at the Company's sole and absolute discretion.

3.5.2 The Company reserves the right to impose any additional premium on a Life Assured's Assurance from time to time. The quantum of the additional premium to be imposed shall be determined by the Company.

3.5.3 The Company reserves the right to vary the premium rates based on the actual claims experience or any other justified circumstances by giving at least ninety (90)

days advance written notice to the Policyholder in accordance with 'Notices and Correspondence' clause of this Policy. Any revision of the premium rates shall take effect immediately upon renewal of this Policy.

- 3.5.4 If for any reason premium is paid for a 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.

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 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.

3.8 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.

3.9 Alteration of Policy Conditions

3.9.1 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.

3.9.2 Subject to Clause 3.5.3 above, the terms and conditions of this Policy may be amended or changed at any time by the Company by giving thirty (30) days advance written notice to the Policyholder and/or the Life Assured in accordance with 'Notices and Correspondence' clause of this Policy.

3.9.3 Following the expiry of the said thirty (30) days advance written notice, any such amendment shall be binding upon renewal of this Policy on the Policyholder and all Lives Assured whether assured under this Policy prior to or on or after the effective date of such amendment.

3.10 Discontinuance of an Assurance

An Assurance in respect of the Life Assured shall automatically be terminated on the earliest of the following dates when any of the following events takes place:-

- 3.10.1 upon death of the Life Assured due to Accident; or
- 3.10.2 when the Life Assured is diagnosed of having any one of the Covered Events; or
- 3.10.3 upon expiry of a Period of Insurance; or
- 3.10.4 when the Assurance in respect of a Life Assured becomes void or is terminated in any other manner; or
- 3.10.5 when this Policy or the Assurance in respect of Life Assured is terminated in accordance with the terms and conditions of this Policy; or
- 3.10.6 if the Company receives a request from the Life Assured for the termination of the Assurance in writing.

3.11 Termination Notice

The Company shall be entitled to terminate this Policy and/or an Assurance at any time by giving thirty (30) days advance written notice to the Policyholder and/or the Life Assured in any of the following events:-

- 3.11.1 if there is any breach by the Policyholder and/or the Life Assured, of any terms and conditions of this Policy; or
- 3.11.2 if any information or documents furnished by the Policyholder and/or the Life Assured under Clause 2.2 above is found to be inaccurate or untrue; or
- 3.11.3 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; or
- 3.11.4 if the Company decides to exercise its right to cancel the portfolio as a whole should it decide to discontinue underwriting this insurance product. The Company will run off all Assurances up to the end of the Period of Insurance for the respective Life Assured immediately following the expiry of the thirty (30) days advance written notice.

3.12 Acceptance of Instructions

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

3.13 Notices and Correspondence

- 3.13.1 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.
- 3.13.2 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:
 - 3.13.2.1 in the case of personal delivery, on the day of delivery; or
 - 3.13.2.2 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
- 3.13.2.3 in the case of delivery via email or SMS, on the day of delivery; or
 - 3.13.2.4 in the case of publishing in a local daily newspaper, on the day of publishing; or
 - 3.13.2.5 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 3.13.2.1, 3.13.2.2, 3.13.2.3 or 3.13.2.4 respectively, as determined by the Company from time to time.
- 3.13.3 With the conditions as stated in Clauses 3.13.2.1, 3.13.2.2, 3.13.2.3 and 3.13.2.5 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, the Company may 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.

3.14 Governing Law

- 3.14.1 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.
- 3.14.2 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 3.9 above) in compliance with any legislative changes, statutory modifications or amendments which may be enacted from time to time.

3.15 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.

3.16 Free Look Period

The Assurance may be cancelled by the Life Assured by writing to the Company within fifteen (15) days after receipt of the notification of coverage by the Life Assured, which in this case, the Company shall then immediately refund any premium that had been paid for the Assurance and cancel the Assurance. Please note that for the purpose of determining the period of fifteen (15) days, the Assurance will be deemed to be returned to the Company on the date the Company has received the written notification from the Life Assured to cancel the Assurance or the date that it has been posted to the Company by registered post or on the date of transmission if it is electronically transmitted.

Provided always that in the event that a claim has been admitted under this Policy, the Life Assured may not exercise the right to cancel the Assurance as set out herein.

3.17 Geographical Territory

All benefits provided in this Policy are applicable worldwide for twenty-four (24) hours a day except for Accidental Death Benefit While Travelling in a Private Conveyance Benefit which are confined and limited to the territorial limit of Malaysia.

3.18 Indisputability

If the Life Assured is required to furnish the Company with statements and information in relation to his Assurance due to any other reason determined by the Company,

3.18.1 The Company will not dispute the validity of the respective Assurance during the lifetime of the Life Assured after one (1) year from the Risk Commencement Date of the Assurance, unless there is fraud.

3.18.2 In the event that the Assurance is invalidated or is avoided pursuant to Clause 3.18.1, the Company's liability shall be limited to the refund of premium paid without interest less any indebtedness to the Company under the respective Assurance and any applicable charges or fees as determined by the Company.

3.19 Remedies for Misrepresentation

3.19.1 This Clause shall only apply if the duration of the respective Assurance is one (1) year or less from the Risk Commencement Date of the Assurance and the Policyholder and/or Life Assured is required to furnish the Company with statements and information in relation to the Assurance.

3.19.2 (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 3.19.2(i), the Company's liability shall be limited to the refund of premiums paid without interest less any indebtedness to the Company under the respective Assurance. Where Clause 3.19.2(i)(a) applies, the Policyholder and/or the Life Assured shall also be liable for any costs and charges incurred by the Company in the issuance and administration of the respective Assurance, including any commissions paid, as the case may be.

3.19.3 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 3.19.3(i), reduce proportionately the amount to be paid on a claim in accordance with the Company's relevant policy at the material

time.

SECTION 4 – BENEFIT PROVISIONS

4.1 Critical Illness 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 any one of the Covered Events under this Policy, the Company shall pay the Sum Assured for Critical Illness Benefit in one lump sum, subject to the limit as stated in the Schedule of Benefits.

Provided that:

- 4.1.1 The Covered Event must be diagnosed during the Period of Insurance.
- 4.1.2 The Life Assured must survive for a period of at least three (3) months for Major Head Trauma and thirty (30) days for Coma from the date of the Diagnosis, with an assessment being carried out.
- 4.1.3 The Diagnosis of the Covered Event 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.
- 4.1.4 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 Covered Event occurred to the Life Assured for which the claim is made.
- 4.1.5 The Assurance shall be terminated upon Diagnosis of any Covered Events and all benefits and rights under it shall cease.

The definitions of Covered Events under this Assurance are as follows:

- (i) “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:

Coma resulting directly from alcohol or drug abuse.

- (ii) “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.

4.2 Accidental Death Benefit

While this Policy is in force and subject always to its terms and conditions, in the event of death of the Life Assured resulting from an Accident while insured under this Policy, the Company shall pay the Sum Assured for Accidental Death benefit in one lump sum, subject to the limit stated in the Schedule of Benefits.

Provided that:

- 4.2.1 The Accident occurs on or after the Risk Commencement Date.
- 4.2.2 The death must occur during the Period of Insurance.
- 4.2.3 Notification of death must be accompanied by satisfactory documentary evidence of death and there shall be receipt of due proof that the death is due to an Accident.
- 4.2.4 Written notice of the Accident with full particulars must be provided to the Company immediately upon death.
- 4.2.5 Unless prohibited by law, the Company may examine the body and conduct an autopsy before any payment is made under this Endorsement.
- 4.2.6 The Company shall not be liable to pay this benefit if either the Accidental Death While Travelling in a Private Conveyance Benefit as stated in Clause 4.3 or the Accidental Death While Travelling in a Public Conveyance Benefit as stated in Clause 4.4 is payable.
- 4.2.7 The Assurance shall be terminated upon death and all benefits and rights under it shall cease.

4.3 Accidental Death While Travelling in a Private Conveyance Benefit

While this Policy is in force and subject always to its terms and conditions, in the event of death of the Life Assured resulting from an Accident while travelling in a Private Conveyance, while insured under this Policy, the Company shall pay the Sum Assured for Accidental Death While Travelling in a Private Conveyance Benefit in one lump sum, subject to the limit stated in the Schedule of Benefits.

Provided that:

- 4.3.1 The Accident occurs on or after the Risk Commencement Date.
- 4.3.2 The death must occur during the Period of Insurance.
- 4.3.3 Notification of death must be accompanied by satisfactory documentary evidence of death and there shall be receipt of due proof that the death is due to an Accident while travelling in a Private Conveyance.
- 4.3.4 Written notice of the Accident with full particulars must be provided to the Company immediately upon death.
- 4.3.5 Unless prohibited by law, the Company may examine the body and conduct an autopsy before any payment is made under this Endorsement.
- 4.3.6 The Company shall not be liable to pay this benefit if either the Accidental Death Benefit stated in Clause 4.2 or Accidental Death Benefit While Travelling in a Public Conveyance Benefit stated in Clause 4.4 is payable.
- 4.3.7 The Assurance shall be terminated upon death and all benefits and rights under it shall cease.

4.4 Accidental Death While Travelling in a Public Conveyance Benefit

While this Policy is in force and subject always to its terms and conditions, in the event of death of the Life Assured resulting from an Accident while travelling in a Public Conveyance, while insured under this Policy, the Company shall pay the Sum Assured for Accidental Death While Travelling in a Public Conveyance Benefit in one lump sum, subject to the limit stated in the Schedule of Benefits.

Provided that:

- 4.4.1 The Accident occurs on or after the Risk Commencement Date.
- 4.4.2 The death must occur during the Period of Insurance.
- 4.4.3 Notification of death must be accompanied by satisfactory documentary evidence of death and there shall be receipt of due proof that the death is due to an Accident while travelling in a Public Conveyance.
- 4.4.4 Written notice of the Accident with full particulars must be provided to the Company immediately upon death.
- 4.4.5 Unless prohibited by law, the Company may examine the body and conduct an autopsy before any payment is made under this Endorsement.
- 4.4.6 The Company shall not be liable to pay this benefit if either the Accidental Death Benefit stated in Clause 4.2 or Accidental Death While Travelling in a Private Conveyance Benefit stated in Clause 4.3 is payable.
- 4.4.7 The Assurance shall be terminated upon death and all benefits and rights under it shall cease.

SECTION 5 – CONDITIONS OF PAYMENT OF CLAIMS

- 5.1 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.
- 5.2 Prior to payment of any claims payable under this Policy, the amount of any indebtedness on this Policy shall first be deducted from the benefits payable.
- 5.3 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.
- 5.4 All certificates, information and evidence required by the Company in connection with any claim under an Assurance shall be furnished by the claimant or Life Assured's personal representative(s) at his own expense and shall be in such form and of such nature as the Company may require.
- 5.5 Unless prohibited by law, the Company may examine the body and conduct an autopsy before making any payment under this Policy.

SECTION 6 – EXCLUSIONS

6.1 Critical Illness Benefit

No Critical Illness Benefit is payable if the Covered Event of the Life Assured resulted directly or indirectly from:

- 6.1.1 has existed prior to or on the Risk Commencement Date; or
- 6.1.2 is caused directly or indirectly by suicide, attempted suicide or self-inflicted injuries, while sane or insane; or
- 6.1.3 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
- 6.1.4 resulted from war, whether declared or undeclared; or
- 6.1.5 resulted directly from alcohol or drug abuse; or
- 6.1.6 is caused directly or indirectly by the existence of Acquired Immune Deficiency Syndrome (AIDS) or by the presence of any Human Immunodeficiency Virus (HIV) infection. We reserve the right to require the Life Assured to undergo a blood

test for HIV as a condition precedent to acceptance of any claim. For the purpose of this Policy, infection shall be deemed to have occurred where blood or other relevant test(s) indicate in Our opinion either the presence of any HIV or antibodies to such a virus; or

- 6.1.7 is diagnosed due to, directly or indirectly, a congenital defect or disease, which was manifested or was diagnosed before the Life Assured attains the age of seventeen (17) years next birthday.

6.2 Accidental Death Benefit

No Accidental Death Benefit shall be payable if the accidental death of the Life Assured results directly or indirectly from the following:

- 6.2.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane; or
- 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; or
- 6.2.3 mosquito bite which leads to any illness including but not limited to dengue fever, malaria, viral encephalitis or worm infestations such as “Hookworms” and allergic reaction to insect bites; or
- 6.2.4 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; or
- 6.2.5 the action of any armed forces, or from Accident or violence arising by reason of the existence of a state of armed conflict; or
- 6.2.6 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
- 6.2.7 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; or
- 6.2.8 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
- 6.2.9 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:
- 35 mcg of alcohol per 100ml of breath,
 - 80 mg of alcohol per 100ml of blood,
 - 107 mg alcohol per 100ml of urine; or
- 6.2.10 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; or
- 6.2.11 childbirth, pregnancy and/or any complications thereof; or

- 6.2.12 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
- 6.2.13 the Life Assured engaging in commando or bomb disposal duties/training.

6.3 Accidental Death While Travelling in a Private Conveyance Benefit

No Accidental Death While Travelling in a Private Conveyance Benefit shall be payable if the accidental death of the Life Assured results directly or indirectly from the following:

- 6.3.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane; or
- 6.3.2 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; or
- 6.3.3 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; or
- 6.3.4 the action of any armed forces, or from Accident or violence arising by reason of the existence of a state of armed conflict; or
- 6.3.5 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; or
- 6.3.6 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; or
- 6.3.7 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; or
- 6.3.8 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:
 - 35 mcg of alcohol per 100ml of breath,
 - 80 mg of alcohol per 100ml of blood,
 - 107 mg alcohol per 100ml of urine; or
- 6.3.9 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; or
- 6.3.10 childbirth, pregnancy and/or any complications thereof; or
- 6.3.11 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
- 6.3.12 the Life Assured engaging in commando or bomb disposal duties/training; or
- 6.3.13 while riding on vehicle types such as motorcycles, scooters, bicycles/e-bicycles or bikes/e-bikes; or

6.3.14 if the Life Assured sustains an Injury or dies as a result of an Accident while travelling outside the territory of Malaysia.

6.4 Accidental Death While Travelling in a Public Conveyance Benefit

No Accidental Death While Travelling in a Public Conveyance Benefit shall be payable if the accidental death of the Life Assured results directly or indirectly from the following:

- 6.4.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane; or
- 6.4.2 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; or
- 6.4.3 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; or
- 6.4.4 from the action of any armed forces, or from Accident or violence arising by reason of the existence of a state of armed conflict; or
- 6.4.5 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; or
- 6.4.6 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; or
- 6.4.7 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; or
- 6.4.8 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:
 - 35 mcg of alcohol per 100ml of breath,
 - 80 mg of alcohol per 100ml of blood,
 - 107 mg alcohol per 100ml of urine; or
- 6.4.9 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; or
- 6.4.10 childbirth, pregnancy and/or any complications thereof; or
- 6.4.11 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
- 6.4.12 the Life Assured engaging in commando or bomb disposal duties/training; or
- 6.4.13 while riding as a passenger in an elevator or in electric lift; or in consequence of the burning of any theatre or cinema, hotel or other public building; or
- 6.4.14 any form of flying except as a passenger in an aircraft licensed to carry passengers; or

- 6.4.15 if the Life Assured sustains an Injury or dies as a result of an Accident while travelling in a Private Conveyance; or
- 6.4.16 while riding as a passenger in a cable car.

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

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP POLICY NO: AS100

SCHEDULE OF PREMIUM

Entry Age Next Birthday of Life Assured	Single Premium (RM)
18 – 69 years	2.50

SCHEDULE OF BENEFITS

Benefits	Sum Assured (RM)
Critical Illness Benefit	15,000
Accidental Death Benefit	15,000
Accidental Death While Travelling in a Private Conveyance Benefit	30,000
Accidental Death While Travelling in a Public Conveyance Benefit	45,000

Note:

The Company reserves the right to vary the premium rate in accordance with Clause 3.5.3 of this Policy.

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