

AMP HEALTH CVR

PLAN DESCRIPTION

This is a traditional non-participating yearly renewable individual critical illness insurance plan. This plan does not participate in the profits of the Company.

1. DEFINITIONS

“We”, “Our”, “Us”, “Company” shall mean AmMetLife Insurance Berhad, its successors and assigns.

“You”, “Your” shall mean the Policy Owner as shown in the Policy Schedule.

“Accident” shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

“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.

“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).

“Basic Policy” means this Policy contained herein excluding any Supplementary Contract.

“Consumption Tax” means any tax payable (presently or in the future) on the sale or supply of goods, services or other types, including but not limited to goods and services tax, value added tax, sales tax, service tax or any similar impost.

“Covered Event” means Critical Illness covered under this Policy.

“Critical Illness” means any of the illnesses specified and defined under Clause 10.

“Date of Reinstatement” means the date Your application for reinstatement is approved.

“Dentist” shall mean a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided.

“Doctor or Physician or Surgeon” shall mean a legally registered medical practitioner qualified and licensed to practice western medicine and who, in rendering his service, is practicing within the scope of his licensing and training in the geographical area of practice.

“Effective Date” shall mean the date specified in the Policy Schedule and is the date when coverage under this Policy takes effect.

“Expiry Date” means the date specified as such in the Policy Schedule and beyond which this Policy will no longer be in force.

“Hospital” shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:

- a. Has facilities for diagnosis and major surgery; and
- b. Provides twenty four (24) hours a day nursing services by registered and graduate nurses; and
- c. Is under the supervision of a Physician; and
- d. Is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

“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 the person whose life this Policy is affected with the name and personal particular are identified in the Policy Schedule.

“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, localized 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” shall means this contract, the application form, declaration, annexure, Supplementary Contract and/or endorsement of this Policy and any other application forms, declaration, statement to the Company’s medical examiners, questionnaires and any other endorsement and amendment which shall together constitute the entire contract between You and the Company.

“Policy Anniversary” shall refer to the same date each year as the Policy Date shown in the Policy Schedule.

“Policy Date” means the date from which the term of this Policy commences or is deemed to have commenced as per request of the Policy Owner and does not mean the Effective Date of coverage of this Policy.

“Policy Owner” means the person who has legal title to this Policy whose name and personal particular are identified as Policy Owner in the Policy Schedule.

“Policy Schedule” means the Policy Schedule annexed to this Policy.

“Policy Year” shall refer to the one (1) year period which starts on the Policy Date or the one (1) year period which starts on the date of Renewal or Renewed Policy takes effect.

“Pre-Existing Illness” shall mean illness which the Life Assured has reasonable knowledge of, prior to Effective Date. A Life Assured may be considered to have reasonable knowledge of a Pre-existing Illness where the condition is one for which:

- a. The Life Assured had received or is receiving treatment; or
- b. Medical advice, diagnosis, care or treatment has been recommended; or
- c. Clear and distinct symptoms are or were evident; or
- d. Its existence would have been apparent to a reasonable person in the circumstances.

“Renewal or Renewed Policy” shall mean a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.

“Specialist” shall mean a medical or dental practitioner registered and licensed to practice western medicine in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry.

“Sum Assured” means the sum assured as stated in the Policy Schedule or any subsequent endorsement(s) amending it.

“Supplementary Contract” means the Supplementary Contract, if any, attached to this Policy as specified in the Policy Schedule or any subsequent endorsement(s) amending it, and the Supplementary Contract, if any, shall be read as and be deemed to be part of this Policy.

“Survival Period” shall mean the minimum number of days that a Life Assured must survive after diagnosis of having a specified Critical Illness to be able to make a claim.

“Waiting Period” shall mean the minimum number of days from the Effective Date or Date of Reinstatement of this Policy, whichever is later, to the onset signs or symptoms leading to the diagnosis of the Life Assured’s condition for which a claim will not be eligible. This shall not be applicable after first one (1) year of coverage. However, if there is a break in insurance coverage, the Waiting Period shall apply again from the Date of Reinstatement.

2. THE CONTRACT PROVISION

2.1 This Policy is issued in consideration of the payment of premiums as specified in the Policy Schedule and in reliance of:

2.1.1 The answers given by You and/or the Life Assured in Your application/proposal form or any subsequent questionnaires given by Us on any matters relating to the proposal and any disclosures made by You between the time of submission of the proposal to the date of issue of this Policy; and

2.1.2 Medical reports and any other reports and questionnaires;

(collectively referred to as ‘the material information’) and such material information shall form an integral part of this contract of insurance between Us and You. This Policy shall constitute the entire contract between Us and You. The remedies in Schedule 9 of the Financial Services Act 2013 will apply if any pre-contractual misrepresentation is made in relation to such material information.

2.2 If You are required by Us, before this Policy is renewed, reinstated or varied, to answer any specific questions or if You are required to confirm or need to amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any

matter previously disclosed. If there are any non-disclosure of any material fact or misrepresentation made, this Policy shall be void.

2.3 If there are any changes that have taken place after You have submitted the application for renewal/variation but before this Policy is renewed or varied, You must inform Us of any such changes if it relates to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy. If You fail to do so, We may either:

2.3.1 Void this Policy and/or any coverage to which this renewal/variation is applicable to; or

2.3.2 Apply any of the applicable remedies in Schedule 9 of the Financial Services Act 2013.

2.4 **Modifications**

The provisions of this Policy can only be changed or be waived by a Policy endorsement signed by Our authorised officer.

2.5 **Incontestability**

2.5.1 This Policy shall not be contestable after it has been in force during the lifetime of the Life Assured for a period of more than two (2) years from the Effective Date. However, if We can show that there is a suppression of a material fact or a statement by You/Life Assured on a material matter was inaccurate, false, or misleading, and that it was fraudulently made or omitted, We shall have the right to void this Policy accordingly.

Where this Policy has been in force during the lifetime of the Life Assured for two (2) years or less from the Effective Date, We may void this Policy and refuse all claims if a misrepresentation was found to be deliberate or reckless.

2.5.2 If the misrepresentation was careless or innocent, We may at Our absolute discretion:

2.5.2.1 Void this Policy and refuse all claims; or

2.5.2.2 Take any necessary remedies in accordance with the applicable Laws of Malaysia.

This clause, however, does not apply to any Supplementary Contract that is yearly renewable.

2.6 **Freedom from Restrictions**

This Policy contains no restrictions upon the Life Assured or Policy Owner in respect of travel, place of residence, occupation or recreational pursuits unless specifically excluded in this Policy.

2.7 **Misrepresentation / Fraud**

We may void this Policy and refuse all claims made in any of the following cases:

2.7.1 If the proposal or declaration of the Life Assured is untrue in any respect; or

2.7.2 If any material fact affecting the risk is incorrectly stated; or

2.7.3 If this Policy or any subsequent renewal has been obtained through misstatement, misrepresentation or suppression; or

2.7.4 If any claim made is fraudulent or exaggerated; or

2.7.5 If any false declaration or statement is made in support of any claim;

However, if the misrepresentation was careless or innocent, We may:

2.7.6 Void this Policy and refuse all claims, and the premiums paid shall be returned without interest. This payment shall be a complete and valid discharge of any liability under this Policy; or

2.7.7 Take any necessary remedies in accordance with the applicable laws of Malaysia.

2.8 Age and Gender

This Policy is issued based on the Life Assured's age next birthday. If the age or gender was misstated in the proposal form, the benefits under this Policy will be based on the correct age and gender.

The Life Assured's age will be admitted if due proof is provided to Us. Proof of age may also be required during the claim process.

2.9 Notice

Every notice or communication to Us shall be in writing and sent to Us. No alterations in the terms of this Policy or any endorsement will be held valid unless the same is signed or initialled by Our authorised representative. If there are any changes that have taken place after You have submitted the application for renewal/variation but before this Policy is renewed or varied, You must inform Us of any such changes if it relates to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy.

If You fail to do so, We may either:

2.9.1 Void this Policy and/or any coverage to which this renewal/variation is applicable to; or

2.9.2 Apply any of the applicable remedies in Schedule 9 of the Financial Services Act 2013.

2.10 Period of Cover and Renewal

This Policy will be renewable on each Policy Anniversary at Your option, by payment of the premium at the premium rate determined by Us at the time of renewal.

Premiums are payable at the premium rate according to the Life Assured's age next birthday on each Policy Anniversary. The renewal premium payable is not guaranteed and We reserve the right to revise the premium rate applicable by giving You thirty (30) days advance notice in writing by ordinary post to Your last known address in Our records. The revised premium will be applicable from the next renewal of this Policy. Such changes, if any shall be applicable to all Policy Owners irrespective of their claim experience according to Our risk assessment.

This Policy is renewable up to age one hundred (100) years on next birthday provided that at the time of renewal, this Policy has not been terminated in accordance with the provisions as stated under Clause 12.

2.11 Cooling Off Period

You have the right to cancel this Policy by giving Us a written notice and returning this Policy to Us. The premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. Such notice must be signed by You and received by Us within fifteen (15) days from the date of receipt of Your Policy.

2.12 Cancellation

You may cancel this Policy at any time by giving a written notice to Us, and provided that no claims have been made during the current Policy Year, You shall be entitled to a refund of the premium as follows:

Period From Policy Anniversary, Not Exceeding	Premium Payment Mode			
	Yearly	Half Yearly	Quarterly	Monthly
15 days (Not Applicable to 1 st Policy Year)	90%	80%	70%	No refund
1 month	80%	70%	50%	
2 months	70%	50%	20%	
3 months	60%	30%	No refund	
4 months	50%	20%	50%	
5 months	40%	10%	20%	
6 months	30%	No refund	No refund	
7 months	25%	70%	50%	
8 months	20%	50%	20%	
9 months	15%	30%	No refund	
10 months	10%	20%	50%	
11 months	5%	10%	20%	
Period exceeding 11 months	No refund	No refund	No refund	

2.13 Governing Law

This Policy shall be governed by the laws of Malaysia and the Courts of Malaysia shall have the exclusive jurisdiction in respect of any claims arising out of or in relation to this Policy.

2.14 Currency and Place of Payment

All amounts will be payable in Ringgit Malaysia at Our Head Office in Kuala Lumpur or at any of Our authorised office.

2.15 Amounts due to the Company

The Company before making any payments pursuant to this Policy shall be entitled to deduct any charges or other amounts due to the Company under this Policy.

2.16 Condition Precedent to Liability

The due observance and the fulfilment of the terms, provisions and conditions of this Policy by the Life Assured and in so far as they relate to anything to be done or complied with by the Life Assured shall be conditions precedent to any of Our liability.

2.17 Alteration

We reserve the right to amend the terms and provisions of this Policy by giving a thirty (30) days prior notification in writing by ordinary post to Your last known address in Our record, and such amendment will be applicable from the next Policy Anniversary immediately following the expiry of the thirty (30) days advance written notice. No alteration to this Policy shall be valid unless authorized by Us and such approval is endorsed on this Policy.

2.18 **Subrogation**

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all rights and remedies of the Life Assured/You against any party and shall be entitled at Our own expense to sue in the name of the Life Assured/You. The Life Assured/You shall give or cause to be given to Us all such assistance in his/Your power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively to bring suit in the name of the Life Assured/You.

2.19 **Legal Proceedings**

No action at law or in equity shall be brought to recover on this Policy before the expiration of sixty (60) days after written proof of Critical Illness has been submitted according to the requirements of this Policy. If the Life Assured/You shall fail to supply the required proof of Critical Illness as specified by the terms, provisions and conditions of this Policy, the Life Assured/You may, within a period of one (1) calendar year from the time that the written proof of Critical Illness to be submitted, submit the relevant proof of Critical Illness to Us with sound reason(s) for the failure to comply with this Policy terms, provisions and conditions. The acceptance of such proof of Critical Illness shall be at Our sole and entire discretion. After such period has expired, We will not accept, for any reason whatsoever, such written proof of Critical Illness.

2.20 **Arbitration**

All differences arising out of this Policy shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. However, this is provided that any disclaimer of liability by Us for any claim under this Policy must be referred to an arbitrator within twelve (12) calendar months from date of such disclaimer.

2.21 **Waiting Period**

Thirty (30) days following the Effective Date or Date of Reinstatement, whichever is later; this thirty (30) days exclusion period does not apply to any Critical Illness precipitated solely by accidental means with the exception of the following, which shall be subjected to a Waiting Period of sixty (60) days:

- a. Angioplasty and Other Invasive Treatments for Coronary Artery Disease
- b. Cancer
- c. Coronary Artery By-Pass Surgery
- d. Heart Attack
- e. Serious Coronary Artery Disease

2.22 **Survival Period**

A survival period of thirty (30) days is applicable.

3. OWNERSHIP PROVISIONS

3.1 **Ownership of Policy**

Unless otherwise expressly provided for by endorsement in this Policy, We shall be entitled to treat the Policy Owner as the absolute owner of this Policy. We shall not be bound to recognise any equitable or other claim to or interest in this Policy, and the receipt of this Policy or a benefit by You (or by Your legal or authorised representative) alone shall be an effective discharge of all Our obligations and liabilities. You shall be deemed to be responsible principal or agent of the Life Assured covered under this Policy.

4. PREMIUM PROVISIONS

PAYMENT OF PREMIUMS AND GRACE PERIOD

4.1 Premium

The premium stated in the Policy Schedule is in respect of the Basic Policy and any Supplementary Contracts issued. The date on which a premium due falls shall be the Premium Date (hereinafter "Premium Date").

4.2 Payment

All premiums are payable on or before their Premium Dates to the Company or to Our authorised office.

4.3 Change

The frequency of premium payments may be changed by written notice to the Company and shall take effect from the relevant Premium Date determined by Us. Premiums may be paid on a yearly, half yearly, quarterly or monthly basis, subject to Our minimum premium requirements.

4.4 Default

Default in payment of premium means failure to pay the premium on or before its Premium Date.

4.5 Grace Period

A Grace Period (hereinafter "Grace Period") of thirty (30) days from the due date will be allowed for payment of each subsequent premium. This Policy will remain in force during the period. If any claim arises during the Grace Period, any unpaid balance of the premium due shall be deducted from the proceeds payable under this Policy. If any premium remains unpaid at the end of its Grace Period, this Policy shall lapse.

4.6 Deduction of Premium at Claim

The Company shall deduct any premium due and unpaid at the date of a valid claim giving rise to the termination of Policy or Supplementary Contract together with the premium for the full Policy Year from the proceeds payable under this Policy or Supplementary Contract (if any).

4.7 Reinstatement

If this Policy lapses as a result of non-payment of premium, it may be reinstated at Our discretion, within three (3) months from the date of lapse, at the Company's option subject to the following conditions:

4.7.1 A written proposal for reinstatement; and

4.7.2 Production of satisfactory underwriting evidence; and

4.7.3 Payment of all overdue premiums with interest; and

4.7.4 Payment of any and all debt with interest; and

4.7.5 Life Assured is within the allowable age as determined by Us at the time of reinstatement; and

4.7.6 Any other terms and conditions which We may impose at the material time.

We will determine the interest rate to apply on overdue premiums to the Date of Reinstatement.

For avoidance of doubt, any reinstatement shall only cover the loss or insured event which occurs after the Date of Reinstatement.

4.8 Consumption Tax

4.8.1 The premium that You will pay to Us under this Policy is exclusive of any Consumption Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. For avoidance of doubt, all premiums that You will pay to Us under this Policy must be made free and clear of any deductions or withholdings on account of Consumption Tax. In the event that a deduction or withholding is required by law, the amount paid or payable must be grossed-up to ensure that We receive the same amount as We would have been entitled to receive in the absence of any requirement to make a deduction or withholding.

4.8.2 In the event that We are required by law and/or regulation to calculate and collect any amount paid or payable from You under this Policy on account of any Consumption Tax, such amount that We have calculated, shall be paid by You as additional to and without any deduction or setoff from the premium payable under this Policy to Us.

5. REDUCED COVER FOR CHILDREN

5.1 Regardless of any contrary provisions in this Policy it is hereby agreed as follows:

5.1.1 In the event of Critical Illness prior to the Life Assured attaining the age of four (4) years, the amount payable under this Policy shall be the following:

Age Next Birthday	Percentage of Benefit Payable
1	20%
2	40%
3	60%
4	80%

5.1.2 The schedule provided in Clause 5.1.1 above shall also apply with respect to payment of amounts arising out of any separate advance or accelerated benefit provided under this Policy, whether in lump sum or installment.

In the case of installment payment under paragraph Clause 5.1.2 above, the percentage payable shall be determined at the time the initial benefit becomes due and payable under the terms of the relevant Policy providing such installment payment.

6. CLAIMS PROVISIONS

6.1 Notice of Claims

Written notice of a claim must be given to Us within thirty (30) days after its occurrence. Such notice given by or on behalf of the claimant to the Company or to Our authorised office with particulars sufficient to identify the Life Assured shall be deemed to be notice to the Company. Failure to give notice within such time shall not invalidate any claim if that notice was given as soon as was reasonably possible.

6.2 Proof of Claim

The Company, upon receipt of notice of claim, will furnish to the claimant appropriate forms for filing proof of claim and shall notify the claimant of any other requirements. This shall not preclude Us from requiring further documentation in respect of the loss as

deemed fit. Proof of claim must be furnished by the claimant as soon as reasonably possible.

6.3 Incomplete Claims

All claims must be submitted to Us within thirty (30) days after its occurrence for which the claim is being made. Claims are not deemed complete and eligible benefits are not payable unless all required documents for such claims have been submitted and agreed upon by Us.

7. NON-PARTICIPATION

This Policy is a non-participating contract and does not confer the Policy Owner or the Life Assured any right to share in the profits or surplus arising from the business of the Company or any part of it. All Supplementary Contracts (if any) are non-participating contracts unless indicated otherwise in their respective provisions.

8. EFFECTIVE DATE OF SUPPLEMENTARY CONTRACT

All Supplementary Contracts (if any) are effective on the date of issue of the Basic Policy if incorporated in the Policy Schedule or otherwise on the date of their endorsement.

9. BENEFIT PROVISIONS

9.1 Critical Illness Benefit

- 9.1.1 While this Policy is in force and subject to its terms and conditions, Sum Assured will be payable in one lump sum upon the occurrence of the covered Critical Illness of this Policy except for Angioplasty and Other Invasive Treatments for Coronary Artery Disease.
- 9.1.2 Upon the occurrence of Angioplasty and Other Invasive Treatments for Coronary Artery Disease defined under Clause 10 of this Policy, ten percent (10%) of the Sum Assured under this Policy subject to a maximum of RM20,000 per policy will be payable. This Covered Event is payable once per policy and shall be deducted from the Sum Assured of this Policy, thereby reducing the amount of the Sum Assured which will be payable subsequently upon occurrence of any one of the remaining covered Critical Illness.
- 9.1.3 The total Critical Illness Benefit payable under this Policy is subject to the combined limit of Ringgit Malaysia Four Million (RM4,000,000) under all insurance policies covering Critical Illness on the same Life Assured.
- 9.1.4 Once the Critical Illness Benefit of 100% Sum Assured has been paid, this Policy will then terminate and have no further value.
- 9.1.5 Any outstanding debt on this Policy at the time of any settlement shall be deducted from the proceeds payable under this Policy.
- 9.1.6 To qualify for coverage under this Policy, the Critical Illness must have been diagnosed by a qualified Doctor, that is, a registered medical practitioner who holds recognised medical qualifications, who is competent to diagnose the respective Critical Illness, and who is acceptable to Us for any further diagnosis or examination which may be required by Us, but excluding a Doctor who is the Life Assured or Policy Owner and his business partner and relatives.

10. CRITICAL ILLNESS PROVISIONS

In the event of any doubt regarding the appropriateness or correctness of the diagnosis, We shall have the right to call for an examination, of either the Life Assured or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such diagnosis shall be binding on the both the Policy Owner and Us.

For the purpose of this Policy, a Critical Illness is the contraction, as verified by a qualified Doctor, of one or more of the following:

10.1 Alzheimer's Disease / Severe Dementia

Deterioration or loss of intellectual capacity confirmed by the 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

10.2 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 Sum Assured under this Policy subject to a maximum of RM20,000 per policy. This Covered Event is payable once per policy and shall be deducted from the Sum Assured of this Policy, thereby reducing the amount of the Sum Assured which will be payable subsequently upon occurrence of any one of the remaining covered Critical Illness.

10.3 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.

10.4 Benign Brain Tumor – 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; and
- b. It has caused damage to the brain; and

- 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

10.5 **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.

10.6 **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

10.7 **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

10.8 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 (NYHA) 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.

10.9 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; or
- b. Marrow stimulating agents; or
- c. Immunosuppressive agents; or
- d. Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

10.10 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

10.11 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. Key-hole procedures
- d. Laser procedures

10.12 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 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.

10.13 **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. The Covered Event must be certified by a neurologist.

Encephalitis in the presence of HIV infection is not covered.

10.14 **End-Stage Liver Failure**

End-stage liver failure as evidenced by all of the following:

- a. Permanent jaundice; and
- b. Ascites (excessive fluid in peritoneal cavity); and
- c. Hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is not covered.

10.15 **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; and
- b. Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 litre during the first second; and
- c. Shortness of breath at rest; and
- d. Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

10.16 **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 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

10.17 **Fulminant Viral Hepatitis**

A sub-massive to massive necrosis (death of 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; and
- b. Necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- 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.

10.18 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; and
- 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:

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

10.19 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

10.20 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; and
- b. The blood transfusion was received in Malaysia or Singapore after the commencement of the policy; and
- 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; and
- 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.

10.21 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.

10.22 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.

10.23 **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 (ENT) specialist.

All psychiatric related causes are not covered.

10.24 **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.

10.25 **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.

10.26 **Medullary Cystic Disease**

A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.

10.27 **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.

10.28 **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; and
- b. Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least 6 months; and
- c. Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

10.29 **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; and

- b. No central / peripheral nerve involvement as evidenced by absence of sensory disturbance; and
- 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 12 years next birthday.

10.30 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 thirty (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 a medical centre or Hospital or dental clinic/polyclinic in Malaysia. Doctors, traditional practitioners, nurses and Dentists must be registered with the Ministry of Health of Malaysia.

10.31 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.

10.32 Parkinson’s Disease – resulting in Permanent inability to perform Activities of Daily Living

A definite diagnosis of Parkinson’s Disease by neurologist where all the following conditions are met:

- a. Cannot be controlled with medication; and
- 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.

10.33 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.

10.34 **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.

10.35 **Stroke – resulting in Permanent Neurological Deficit with Persisting Clinical Symptoms**

Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization 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

10.36 **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 key-hole procedures
- d. Laser procedures

10.37 **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.

World Health Organization (WHO) Lupus Classification:

- Type III – Focal Segmental glomerulonephritis
- Type IV – Diffuse glomerulonephritis
- Type V – Membranous glomerulonephritis

10.38 **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.

10.39 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.

11. EXCLUSIONS

This Policy does not cover any Critical Illness caused directly or indirectly, wholly or partly, by any of the following occurrences:

- 11.1 Suicide or any attempted suicide or self-inflicted injury or any attempt thereof while sane or insane;
- 11.2 While under the influence of drug or intoxicating liquor;
- 11.3 If any Critical Illness occurred to Life Assured for which:
 - a. The condition manifested during the Waiting Period as stated under Clause 2.21; or
 - b. Any condition existed or was diagnosed after the expiry of the Waiting Period but which is related to a condition which existed or was diagnosed during the Waiting Period.
- 11.4 Pre-existing Illness;
- 11.5 Any illness or surgery other than a diagnosis of or surgery for a Critical Illness as defined herein; or
- 11.6 The diagnosis of Fulminant Viral Hepatitis, Cancer, Encephalitis, Bacterial Meningitis, Alzheimer's Disease / Severe Dementia or Terminal Illness of the Life Assured, where in Our opinion, was 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,
 - a. The definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition.
 - b. Infection shall be deemed to have occurred where blood or other relevant test(s) indicate in our opinion either the presence of any Human Immunodeficiency Virus or antibodies to such a virus.
- 11.7 Any Critical Illness was diagnosed due, directly or indirectly, to a congenital defect or disease, which was manifested or was diagnosed before the Life Assured attains seventeen (17) years of age.

12. TERMINATION

This Policy shall automatically terminate on the earliest happening of the following events:

- 12.1 Death of the Life Assured; or
- 12.2 Once the Critical Illness Benefit of 100% Sum Assured has been paid; or

- 12.3 Lapse, surrender or cancellation of this Policy; or
- 12.4 On the Expiry Date of this Policy; or
- 12.5 When this Policy is terminated in any other manner.

In the event of any inconsistencies between the Bahasa Malaysia version and the English version of this Policy, the English wordings shall prevail.

FOR ILLUSTRATION PURPOSE ONLY