

POLICY CONTRACT

1. DEFINITIONS

In this Policy where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

- 1.1 **"You", "Your", "Yours" or "Owner"** refers to the Policy Owner named in the application until changed. The Owner may be someone other than the Insured.
- 1.2 **"We", "Us", "Our", "Ours" or "Company"** refers to GENERALI LIFE INSURANCE MALAYSIA BERHAD (formerly known as AXA AFFIN LIFE INSURANCE BERHAD) at its registered office in Kuala Lumpur, Malaysia.
- 1.3 **"Accident"** means 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 Injury.
- 1.4 **"Age"** means the age on last birthday.
- 1.5 **"Basic Premium"** means the premium for the basic plan and is shown in the Policy Schedule.
- 1.6 **"Basic Sum Insured"** means the sum insured for the basic plan and is shown in the Policy schedule of this Policy or any subsequent endorsement issued by Us.
- 1.7 **"Company's Office"** means the Company's Service Department located in its main office, or as determined by the Company from time to time.
- 1.8 **"Death Proceeds"** means the aggregate of the death benefit for the basic plan as determined in accordance with the Death Benefit Provision and benefits payable to the Nominee in respect of the Insured's death.
- 1.9 **"Indebtedness"** means any amount due and owing to the Company including but not limited to unpaid Basic Premium due, any loan and loan interest.
- 1.10 **"Injury"** means bodily injury caused solely by Accident.
- 1.11 **"Insured"** means person insured under this Policy and named in the Policy Schedule.
- 1.12 **"Issue Date"** means the date We issue this Policy as specified in the Policy Schedule, or in the case of any attached supplement or endorsement as specified in the supplement or endorsement. It is the month, day and year where this Policy and any supplement or endorsement takes effect.
- 1.13 **"Expiry Date"** means the date when this Policy expires and is shown in the Policy Schedule.
- 1.14 **"Medical Practitioner"** means a registered physician qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a Medical Practitioner who is the Owner/Insured, or the spouse of the Owner/Insured or any immediate family member of the Owner/Insured.
- 1.15 **"MYR"** means the currency of Malaysia (i.e. Ringgit Malaysia (RM)) and it is used interchangeably with RM.
- 1.16 **"Nominee"** means the person named in Our records at the Company's Office to receive the Death Proceeds upon the Insured's death.
- 1.17 **"Policy Anniversary"** means the same day and month each year as the Policy Date.
- 1.18 **"Policy Date"** means the Policy Date as shown in the Policy Schedule.
- 1.19 **"Total and Permanent Disability" or "TPD"** means disability of the Insured resulting from bodily injury or disease which:
 - (a) began after the Issue Date but before the Policy Anniversary on or following the Insured's 65th birthday; and
 - (b) prevents the Insured from engaging in any occupation or from performing any work for compensation or profit, both then or at any time in the future; and
 - (c) has existed continuously for at least six (6) months.
 - (i) The total and irrecoverable loss of sight of both eyes, or of the use of both hands or both feet, or of one (1) hand and one (1) foot will also be considered as Total and Permanent Disability even if the Insured engages in an occupation or performs work for compensation or profit.

If the Insured is primarily a student, the phrase "engaging in any occupation" will mean attending school outside the home.



If the Insured is less than Age sixteen (16), the Insured shall be deemed to have suffered TPD if in the opinion of two (2) Medical Practitioners approved by Us, the Insured's disability is caused by an accident, sickness or disease and:

- (a) the Insured is in constant need of care and attention; and
- (b) the Insured is confined to his home under medical supervision or in a hospital or similar institution; and
- (c) the disability is continuous, expected to be permanent, and has lasted for at least six (6) months.

2. **GENERAL PROVISIONS**

2.1 **THE CONTRACT**

This Policy is issued in consideration of the payment of Basic Premium as specified in the Policy Schedule and pursuant to the answers given by You and/or the Insured as recorded in Your enrolment form or other questionnaires given by Us on any matter relating to Your enrolment to this Policy and any disclosure made by You at the time this contract is entered into (collectively referred to as "the material information").

Such material information shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If You are required by Us, before this Policy is varied, to answer any question or if You are required to confirm or 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.

This is a non-participating policy. This Policy with all its pages, the attached copy of the enrolment form, Policy Schedule and any attached endorsement or supplement provided that the name and form number for such endorsement or supplement is listed in the Policy Schedule and shall constitute the entire contract between You and Us.

The contract cannot be changed after this Policy has been issued without Your consent and Our agreement, except that the Company may, without Your consent, amend this Policy to reflect changes required by law.

This Policy is governed by the Laws of Malaysia and the parties agree to be subjected to the exclusive jurisdiction of the Malaysian courts.

2.2 **INCONTESTABILITY**

Except for fraud, We will not contest the validity of this Policy after it has been in effect during the Insured's lifetime for two (2) years from the Issue Date. However, if We can show that there is a suppression of a material fact or a statement by You / the Insured on a material matter was inaccurate, false, misleading or 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 Insured for two (2) years or less from the Issue Date, We may void this Policy and refuse all claims if a misrepresentation was found to be deliberate or reckless.

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

- (a) Void this Policy and refuse all claims, in which case We shall refund all premiums paid. This payment shall be a complete and valid discharge of any of Our liability under this Policy; or
- (b) Take any necessary remedies in accordance with the Financial Services Act 2013.

This clause does not apply to any supplement granting disability, Accident, major Illness, medical or hospitalisation benefits.

2.3 **MISSTATEMENT OF AGE OR GENDER**

Subject to Our rights in the case of fraud, if the Insured's Age or gender has been misstated, the benefits, the premiums and the coverage terms under this Policy will be adjusted according to the correct Age and gender.

- (a) If the Age of the Insured is understated, the Company will pay the Basic Sum Insured that for the same amount of premium would have charged according to the rates at the true Age, and not the Basic Sum Insured as shown in Policy Schedule or any subsequent endorsement issued by the Company;
- (b) If the Age of the Insured is overstated, the Company will refund the excess of premium paid without interest;
- (c) If the Insured was not insurable under this Policy according to the Company's requirements, this Policy (including any attached endorsement and supplement) will be void from the Policy Date and all premiums paid without interest will be refunded.

Proof of Age of the Insured shall be required prior to payment of any benefit under this Policy.

2.4 **NON-PARTICIPATING**

This is a non-participating Policy and is not entitled to participate in the distribution of surplus by Us.

2.5 **TERMINATION**

This Policy will terminate automatically when any one (1) of the following events occurs:

- (a) upon cancellation of this Policy; or
- (b) upon death of the Insured; or
- (c) upon admission of the TPD claim; or
- (d) when this Policy lapses, expires, is surrendered or terminated in any other manner.

Once terminated, this Policy shall cease to be in force. Any premium paid or accepted after the termination of this Policy shall not create any liability but We will refund such premium to You without interest.



2.6 FREEDOM FROM RESTRICTION

This Policy contains no restrictions with respect to the Insured's residence, travel or occupation.

2.7 NOTICE

Any notice to be given to You under this Policy will be sent to You via the e-mail address that You have registered with Us during the proposal or change request in Our records at the Company's Office. Any such notice will run from the time such notice is sent. In the case that any notice is returned undelivered to You, the Company may, at its sole and absolute discretion, at Your own risk, withhold all subsequent notice until You notify the Company of Your new e-mail address.

Every notice or communication to Us shall be in writing and sent to Us at Our authorized e-mail address.

2.8 FREE-LOOK CANCELLATION

If You are not satisfied with this Policy for any reason, You may return it to Us by sending an email to Us requesting for cancellation to reach Our Office within fifteen (15) days from the date of receipt of this Policy. We will cancel this Policy and refund to You the premium paid. However, no refund can be made when a claim has been admitted.

2.9 GRACE PERIOD

You are allowed a grace period of thirty-one (31) days from each of the premium due date for You to pay premium.

If the premium remains unpaid after the grace period, this Policy will lapse.

Any outstanding Indebtedness and unpaid premium will be deducted from the Death Proceeds and other benefits payable under this Policy.

2.10 CLAIM PROCEDURE

(a) Notification of claim

We must be notified in writing of the claim within thirty (30) days from the date of the first occurrence of the incident. If We do not receive notification within the time specified, it must be shown to Our satisfaction that notice was submitted to Us as soon as reasonably possible, or We will not pay any benefit.

(b) Proof of claim

(i) Except for Total and Permanent Disability which is set out below, We must receive due proof at the claimant's own expenses before the benefit is payable. The due proof should be received in Our prescribed form within ninety (90) days from the first occurrence of the incident. We may require that the Insured be examined by a Medical Practitioner of Our choice and We may require the Insured to undergo relevant laboratory investigations.

(ii) Proof of Total and Permanent Disability - We must receive due proof at the claimant's own expenses that the Insured is suffering from Total and Permanent Disability during the Insured's lifetime and within the period of Total and Permanent Disability. We may require that the Insured be examined by a Medical Practitioner of Our choice.

2.11 SOURCE OF FUNDS; NO MONEY LAUNDERING; NO TAX EVASION

The Owner represents, warrants and certifies to the Company that

(a) all amounts invested in this Policy have been or will be properly declared to relevant tax authorities in the jurisdiction of the Owner's tax residence and/or any other jurisdictions as necessary or appropriate in accordance with applicable laws and regulations, and

(b) none of the funds derive, directly or indirectly, from illegal activities or sources and/or tax evasion

2.12 BREACH OF REPRESENTATIONS; COMPANY'S RIGHT TO RESCIND AND IMPOSE SURRENDER CHARGES; RIGHT TO FREEZE REFUND AMOUNT

The Owner acknowledges that in the event of a violation of the foregoing Owner representation and warranty, the Owner hereby expressly acknowledges and agrees that the Company shall, to the fullest extent permitted by applicable law and regulation, have the right to:

(a) terminate this Policy immediately;

(b) notwithstanding the actual date of termination pursuant to clause 2.12(a) above, impose the maximum surrender and any other charges imposable on the Owner under this Policy as if this Policy had been surrendered immediately after issuance;

(c) notify relevant governmental authorities and furnish all information deemed necessary or appropriate in the entire discretion of the insurer concerning the Owner and/or this Policy; and

(d) if deemed appropriate after consultation with governmental authorities and legal counsel, either

(i) refund the premiums paid less any medical expenses which may have been incurred, any applicable surrender and other charges in accordance with clause 2.12(b) above (the "Refund Amount"), or

(ii) if requested or required to do so by competent governmental authorities, freeze or pay over to relevant governmental authorities all or a portion of the Refund Amount or take such other actions as the competent governmental authorities may request or require.

2.13 SANCTIONS CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of European Union, United States of America or any law enforcement in any country.

2.14 TAX

The Company reserves the right to levy such taxes allowable under the Laws of Malaysia.



2.15 POLICY OF COOPERATING WITH TAX AND OTHER GOVERNMENTAL AUTHORITIES; CONSENT TO DISCLOSE INFORMATION TO TAX AND OTHER GOVERNMENTAL AUTHORITIES

The Generali Group and the Company have a longstanding policy of cooperating with tax and other governmental authorities to combat money laundering, tax evasion or other illegal activities. In cases where the Owner is not a tax resident of the jurisdiction in which this Policy is issued (a "Cross-Border Transaction") the Generali Group may disclose to the Owner's home country tax and/or other governmental authorities the identity of the Owner and certain information concerning this Policy and the Owner hereby consents and agrees that the Company may, in its discretion, make such disclosure.

2.16 WAIVER

No failure or delay on the part of the Company in exercising any right or power under this contract shall operate as a waiver thereof, nor any single or partial exercise of any such right or power preclude any other right or power.

2.17 OWNERSHIP OF POLICY

You may exercise all rights and privileges of this Policy while the Insured is living, without the consent of any revocable Nominee. You may change the Owner of this Policy. Any change of Owner of this Policy requires a satisfactory written notice in Our prescribed form to be sent to Us at Our Office. Such change is valid only if the request is dated and signed by Us at Our Office during the lifetime of the Insured while this Policy is in effect and the request duly endorsed in this Policy. We will not be responsible for any payment We make or other action We take before We date and sign the request.

2.18 ASSIGNMENT

You may assign this Policy. Any assignment of this Policy requires satisfactory written notice in Our prescribed form to be sent to Us at Our Office. We are not responsible for the validity or effect of any assignment. The interest of any revocable Nominee will be subject to the terms of the assignment. Your rights and privileges will also be subject to the terms of the assignment. We will not be responsible for knowledge of any assignment and any payment We make or other action We take before We date and sign the notice at Our Office.

2.19 NOMINATION

If the Owner is the Insured and has attained the Age of sixteen (16) years, the Owner may nominate a natural person to receive Policy moneys payable upon his death under this Policy by notifying Us in Our prescribed form to be sent to the Company's Office, giving particulars of the name, date of birth, identity card number or birth certificate number and the address of the Nominee. This may be executed:

- (a) when this Policy is issued, or
- (b) after this Policy has been issued, together with this Policy for the Company's endorsement of the nomination on this Policy.

Your Nominee shall receive the policy moneys as an executor or executrix but not as a beneficiary unless You assign Your Policy to Your Nominee. However, You need not assign this Policy to Your Nominee if the Nominee is Your spouse or child or, if You do not have a spouse or child at the time You make Your nomination, Your parent. If You are a Muslim Owner, Your Nominee shall receive the policy moneys only as an executor or executrix, who shall distribute the policy moneys in accordance with the Islamic law.

You may change the Nominee of this Policy. Any change of Nominee of this Policy requires a satisfactory written notice in Our prescribed form to be sent to Us at Our Office. Such change is valid only if the notice is dated and signed by Us at Our Office during the lifetime of the Insured while this Policy is in effect. We will not be responsible for any payment We make or other action We take before We date and sign the notice at Our Office.

Subject to the provisions of the Financial Services Act 2013 (which shall include any subsequent amendments or enactments thereto), Your nomination shall be revoked upon:-

- (a) the death of Your Nominee, or if there is more than one (1) Nominee, upon the death of all the Nominees, during Your lifetime; or
- (b) Our receipt of Your written notice of such revocation to Us; or
- (c) Our receipt of Your written notice of any subsequent nomination made by You to Us.

If You have appointed a trustee for Your Policy, You are required to obtain the consent of the trustee before You revoke a nomination under this Policy. The rights of any assignee under an assignment or encumbrance on or attached to this Policy shall have a priority over the interest or claim of Your Nominee.

We will pay the Death Proceeds to Your estate where:

- (a) no Nominee is named; or
- (b) the Nominee dies before the Insured's death; or
- (c) the Nominee dies at the same time or within ten (10) days after the Insured's death.

subject to the terms of this Policy when We receive due proof that the Insured died while this Policy is in effect.

The production by Us of a receipt for any sum payable under this Policy, signed by the Nominee, Insured, You or Your executors or administrators, will be a discharge to Us for the same. Such receipt will be final and conclusive evidence that such sum has been duly received by the person entitled to the same and that all claims and demands whatsoever against Us in respect of such sum have been fully satisfied.

3. DESCRIPTION OF PREMIUM

You shall pay the premium specified in the Policy Schedule or in renewal notice issued by Us starting from the Policy Date up to and including the due date immediately prior to the Expiry Date. All premiums are to be paid in advance on or before the due date based on Basic Sum Insured, attained age, gender and smoking status of the Insured.

The premium rates are not guaranteed. We reserve the right to revise the premium rates in the future by giving You at least ninety (90) days notice before it takes effect. The revised premium rates will only apply at the next Policy Anniversary.



4. POLICY OPTIONS

While this Policy is in force, You may apply for the following options subject to Our approval, by submitting Your application and other documents to be specified by Us to fulfill the terms and conditions set including those that We may impose or revise from time to time:

4.1 INCREASE / REDUCTION IN BASIC SUM INSURED

Increase in Basic Sum Insured is not allowed. However, You may apply to Us to reduce the Basic Sum Insured anytime after the Issue Date, subject to the following conditions:

- (a) Any reduction of the Basic Sum Insured shall take effect from the next Policy Anniversary; and
- (b) All the benefits will be re-calculated based on the adjusted Basic Sum Insured after We approved and signed Your application to change the Basic Sum Insured at Our Office; and
- (c) The Basic Sum Insured must be at least the minimum Basic Sum Insured determined by Us at that time; and
- (d) The premium after the adjustment of the Basic Sum Insured must be at least the minimum premium determined by the Company at that time; and
- (e) Any terms and conditions set by the Company at the time of the Basic Sum Insured change.

4.2 SURRENDER

You may request to Us to surrender this Policy. However, no cash value will be payable upon surrender. Once surrendered, this Policy is terminated and all the benefits under this Policy shall cease.

5. BENEFITS PROVISIONS

While this Policy is in force and subject to the terms and conditions, We will provide benefits under this Policy upon occurrence of the following events:

5.1 DEATH

Upon death of the Insured, 100% of the Basic Sum Insured on the event date less any Indebtedness will be payable in one lump sum. In the event of death of the Insured is resulted from Accident prior to age sixty-five (65) years, an additional 100% of the Basic Sum Insured, subject to the maximum of MYR 2,000,000 per life, will be payable.

Provided that We receive the notification of death accompanied by the documentary evidence of death.

This Policy shall be terminated upon notification of death and all benefits and rights under it shall cease except the amount payable under clause 5.1 above and other provisions attached to this Policy for benefit payment upon death of the Insured.

5.2 TPD

If the Insured suffers from TPD before the Policy Anniversary on or following the Insured's seventieth (70th) birthday, the Company will accelerate the payment of the death benefit upon confirmation that the Insured suffers from TPD. The TPD benefit is equivalent to the Basic Sum Insured on the event date, subject to a maximum of MYR 4,000,000 per life.

5.2.1 If the TPD benefit under the same life is less than or equal to MYR 1,500,000, the amount payable for the same life shall be in one lump sum.

5.2.2 If the TPD benefit under the same life is:

- (i) more than MYR 1,500,000 but less than or equal to MYR 4,000,000, the amount payable for the same life shall be in a lump sum payment of MYR 1,500,000; and the balance of the TPD benefit shall be payable over twelve (12) months period after the date of the first lump sum payment and provided the TPD has existed continuously; or
- (ii) more than MYR 4,000,000, the maximum TPD benefit of MYR 4,000,000 shall be payable according to 5.2.2(i) above.

Upon payment of the TPD benefit, the Basic Sum Insured of this Policy will be reduced by the TPD benefit payout under this Policy. The premium payable under this Policy and the other benefits shall be adjusted accordingly based on the reduced Basic Sum Insured thereafter. Should there be any supplementary benefit attached to this Policy, these shall be deemed to be in force until a claim has been made against them. The terms and conditions stated in the supplementary benefits contract shall apply. Upon death of the Insured, We will pay the reduced Basic Sum Insured.

Provided that We receive satisfactory proof of TPD on the Insured.

This Policy shall be terminated upon admission of the TPD claim and all benefits and rights under it shall cease except for other provisions attached to this Policy for benefit payment upon TPD of the Insured.



6. **EXCLUSIONS**

6.1 **DEATH**

We will not be liable to pay any benefit under this Policy for death of the Insured due to suicide, while sane or insane, within the first (1st) year from the Issue Date. This Policy will be rendered void and We will refund to You the total premiums paid from the Issue Date without interest.

6.2 **DEATH DUE TO ACCIDENTAL CAUSE**

We will not be liable to pay any death benefit under this Policy for Accident which is resulting directly or indirectly from any of the following causes:

- 6.2.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
- 6.2.2 disease or infection of any kind (unless the bacterial infections occur in connection with or as a consequence of accidental bodily injury);
- 6.2.3 taking poison, drugs not prescribed by Medical Practitioner, alcohol, sedatives, or inhaling gas (except from hazard incidental to occupation);
- 6.2.4 the attempt or commission of assault or unlawful act by the Insured;
- 6.2.5 any act due to war (whether war be declared or not), military, naval or air service for any country at war (whether declared or not);
- 6.2.6 any act due to riot and civil commotion;
- 6.2.7 any pre-existing, or recurring, injury or disablement which the Insured suffered prior to Issue Date; or
- 6.2.8 participation in hazardous activities like boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting, any form of racing other than on foot, or any speed or endurance contest.

6.3 **TPD**

We will not be liable to pay any benefit under this Policy for TPD of the Insured which has existed on the Issue Date, or which is resulting directly or indirectly from any of the following causes:

- 6.3.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
- 6.3.2 any act due to war, declared or not;
- 6.3.3 military, naval or air service for any country at war (whether declared or not);
- 6.3.4 pre-existing physical or mental defect or infirmity;
- 6.3.5 travel or flight in any aircraft, except as a fare-paying passenger on a public licensed air service operating on a regular scheduled route;
- 6.3.6 participation in hazardous activities like boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting, any form of racing other than on foot, or any speed or endurance contest;
- 6.3.7 alcoholic intoxication;
- 6.3.8 narcotic or drug unless taken as prescribed by a qualified doctor or physician or surgeon; or
- 6.3.9 violation or attempted violation of the law or resistance to arrest.

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