# TERMINAL ILLNESS SUPPLEMENTARY CONTRACT

THIS SUPPLEMENTARY CONTRACT forms a part of the Group Term Life policy (subsequently called the Policy) to which it is attached. Unless otherwise expressly stated, the terms defined and construed in the Policy shall bear the same meaning or construction when used in this Supplementary Contract.

#### 1. BENEFITS PROVISIONS

Upon receipt and approval of due proof that the Insured Member while insured under the Policy and this Supplementary Contract, shall have suffered Terminal Illness, We shall, subject to the provisions contained in this Supplementary Contract, pay You the Sum Assured.

#### 2. TERMINATION PROVISIONS

The insurance of the Insured Member under this Supplementary Contract shall automatically terminate if any one (1) of the following occurs:

- 2.1. upon the termination of this Supplementary Contract either by You or Us; or
- 2.2. upon the termination of the Policy as stipulated under the Termination Provisions of the Policy; or
- 2.3. on the Policy Anniversary the Insured Member attained age seventy (70) nearest birthday; or
- 2.4. on the date such claim for death or Total and Permanent Disability is approved for payment; or
- 2.5. when one hundred percent (100%) of the Sum Assured for Partial and Permanent Disability has been paid; or
- 2.6. upon the payment of the benefit in the Benefits Provisions of this Supplementary Contract.

#### 3. CLAIM PROVISIONS

#### 3.1. CLAIM NOTIFICATION

The claimant shall within ninety (90) days from the date of diagnosis of Terminal Illness of the Insured Member, give written notice to Us stating the occurrence, character and extent of Terminal Illness. Failure to furnish such notice within the time stipulated shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible. It shall be at Our sole and absolute discretion whether to accept the reasons given for the failure to give notice within the time stipulated.

# 3.2. FILING PROOF OF CLAIM

Proof of claim must be furnished to Us within nine (9) months from the date of occurrence of the Terminal Illness of the Insured Member. Such proof and other documents satisfactory to Us must be given at Your or Your claimant's expense.

We reserve the right to require any additional proof including medical examination of the Insured Member and the Insured Member shall allow any medical examiner appointed by Us for the purpose, to carry out an examination on his/ her person in a manner and at the time so required.

#### 3.3. PAYMENT OF CLAIM

In the event of the diagnosis of the Terminal Illness of an Insured Member, payment of the Terminal Illness claim proceeds shall be made to You for the Sum Assured covered and such payment shall fully discharge all Our liabilities under this Policy and any Supplementary Contracts(s) with respect to the Insured Member.

### 4. GENERAL PROVISIONS

#### 4.1. ALTERATIONS

We reserve the right to amend the terms and provisions of this Supplementary Contract by giving three (3) months prior notice in writing by ordinary post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Supplementary Contract. No alteration to this Supplementary Contract shall be valid unless authorised by Us and such approval is endorsed thereon.

# 4.2. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

If We receive an order from the relevant authorities to freeze or seize the monies received as premium or monies payable in respect of this Policy as provided under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or such similar legislation or if We discover or have reasonable suspicion that this Policy is exploited for money laundering activities and/ or to finance terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all premiums paid and all benefits/

ASCP\_TI / Jul 2020 Page 1 of 2

sums payable in respect of this Policy in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

#### 4.3. NON-PARTICIPATION

This Supplementary Contract shall be Non-Participating and shall not share in Our Divisible Surplus.

#### 4.4. PERIOD OF COVER AND RENEWAL

This Supplementary Contract shall become effective as of the date stated in The Schedule. The Policy Anniversary shall be one (1) year after the Policy Effective Date and annually from then on. On each such anniversary, this Supplementary Contract is renewable at the premium rates in effect at that time as notified by Us.

The Supplementary Contract is issued on a yearly renewable basis subject to Our consent and its provisions as contained in this Supplementary Contract.

#### 4.5. SEVERABILITY

If any provision or part of a provision in this Supplementary Contract shall be held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this Supplementary Contract. However, the remainder of the provisions contained in this Supplementary Contract shall remain in full force and effect.

#### 4.6. APPLICABLE TAX

In the event that any sales and services tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "Applicable Tax") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/or services made or deemed to be made under this Policy, We will be entitled to charge any Applicable Tax as allowed by the laws of Malaysia. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this Policy on payment of premiums and default hereof shall apply equally to the Applicable Tax.

#### 4.7. WAIVER

Failure or neglect by either party to enforce at anytime the provisions of this Supplementary Contract shall not be construed or be deemed to be a waiver of either party's right in this Supplementary Contract nor in anyway affect the validity of the whole or any part of this Supplementary Contract nor prejudice either party's right to take subsequent action.

# 5. **DEFINITION**

"Terminal Illness" means the conclusive diagnosis of a condition that is expected to result in the death of the Insured Member within twelve (12) months. The Insured Member must no longer be receiving active treatment other than for pain relief. The diagnosis must be supported by written confirmation from an appropriate specialist and confirmed by Our's appointed doctor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ASCP\_TI / Jul 2020 Page 2 of 2