

TOTAL AND PERMANENT DISABILITY 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 from Total and Permanent Disability, We shall, subject to the provisions contained in this Supplementary Contract, pay You a lump sum amount of Sum Assured covered.

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 when the Insured Member attained age seventy (70) nearest birthday; or
- 2.4. on the date such claim for death or Terminal Illness 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. EXCLUSIONS PROVISIONS

This Supplementary Contract shall not cover Total and Permanent Disability caused directly or indirectly, wholly or partly by any one (1) of the following occurrences:

- 3.1. attempted self-destruction or self-inflicted injuries while sane or insane; or
- 3.2. war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or undeclared), strike, riot and/or civil commotion, mutiny, civil war assuming the proportions of or amounting to a popular uprising, rebellion, revolution, insurrection, military uprising, military or usurped power, martial law, state of siege, terrorist activity or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
- 3.3. accidental events that are directly or indirectly related to the use of atomic, biological or chemical weapons as well as radioactive, biological or chemical warfare agents or substances; or
- 3.4. service in the armed forces in time of declared or undeclared war while under orders for warlike operations or restoration of public order; or
- 3.5. entering, exiting, operating, servicing, or being transported by any aerial device or conveyance (except when the Insured Member is a passenger on a commercial passenger airline on a regular passenger trip over its established passenger route); or
- 3.6. any congenital defect which has manifested or was diagnosed before the Insured Member attains seventeen (17) years of age and of which We were not aware at the Issue Date; or
- 3.7. an opportunistic infection or a malignant neoplasm if at the time of disability, there is present in the Insured Member Acquired Immunodeficiency Syndrome. An opportunistic infection includes but is not limited to Pneumocystis carini pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection. A malignant neoplasm includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma, hairy-cell leukemia and/or other malignancies now known or which become known as immediate cause of disability or death in the presence of Acquired Immunodeficiency Syndrome.

4. CLAIM PROVISIONS

4.1. CLAIM PROCEDURES

The claimant shall within ninety (90) days from the date of the occurrence of the disability of the Insured Member, give written notice to Us stating the occurrence and circumstances of such disability. 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.

4.2. FILING PROOF OF CLAIM

Proof of claim must be furnished to Us within nine (9) months from the date of occurrence of the disability 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.

4.3. PAYMENT OF CLAIM

In the event of the occurrence of the disability of an Insured Member, payment of the disability 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.

5. GENERAL PROVISIONS

5.1. 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.

5.2. 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/ 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.

5.3. NON-PARTICIPATION

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

5.4. 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.

5.5. 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.

5.6. 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.

5.7. TOTAL BENEFIT

The total amount payable by Us under this Supplementary Contract for an Insured Member, including any other policies and/ or supplementary contract providing the same benefit issued by Us to the Insured Member, shall not exceed RM3,150,000.

5.8. 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.

6. DEFINITION

“Total and Permanent Disability” means totally unable to engage in any work, occupation or profession that the Insured Member can ever be capable of doing or following to earn or obtain any wages, compensation or profit, at the time that the disability commences and at any time after that, provided however that such disability must last for a continuous period of not less than six (6) months in duration. If it is subsequently admitted as a Total and Permanent Disability for the purpose of this Policy, Our liability shall accrue as from the date of commencement of the disability.

In addition to the aforesaid, the occurrence of any of the following shall also be considered as a Total and Permanent Disability:

- a) total paralysis; or
- b) total and irrecoverable loss of the sight of both eyes; or
- c) loss by severance of two limbs at or above wrist or ankle; or
- d) total paralysis of two limbs; or
- e) total and irrecoverable loss of the sight of one eye and loss by severance of one limb at or above wrist or ankle.

The word "**disability**" whenever it subsequently appears means Total and Permanent Disability as above defined and limited.

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