



SUN LIFE MALAYSIA TAKAFUL BERHAD

CONTRACT DOCUMENT

Sun eCritical Shield-i

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ANNEXURE ECI001

Introduction

The aims

This takaful plan aims to provide takaful coverage to you or the person covered in line with the principles below and is dealt in line with the conditions shown in this plan.

The basic principles

- First** We will manage this takaful plan in line with wakalah contract and other applicable Shariah principles.
- Second** You must agree to us collecting contributions. You agree to appoint Sun Life Malaysia Takaful Berhad to manage this takaful plan on your behalf. In return, You allow us to deduct certain amount as Wakalah Fee.
- Third** Our Shariah committee will ensure that our operations comply with Shariah at all times. You agree that the contribution paid after deduction of wakalah fees shall be allocated as tabarru' (voluntary contribution) into the participants' tabarru' fund for takaful coverage and for mutual assistance to other participants in times of misfortune.

ANNEXURE ECI002

General conditions

1. Definition

1.1 In this contract, the following words and phrases have meanings given next to them:

- (a) **Assessment Period** means the period during which the takaful operator 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 12 months (provided all required evidence has been submitted).
- (b) **Commencement date** means the commencement date as stated in the contract schedule and is the date on which the takaful coverage pursuant to this contract begins.
- (c) **Congenital conditions** mean any medical or physical abnormalities exist at the time of birth as well as neo-natal physical abnormalities developing within 12 months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the contract holder was continuously covered under this contract.
- (d) **Contract anniversary** means the first and each subsequent anniversary of the contract beginning from the contract commencement date.
- (e) **Contract holder or person covered** means the person who owns this contract and therefore can exercise all rights, privileges and options available and the person who we provide takaful coverage under this contract as named in the contract schedule.
- (f) **Contract monthly anniversary** means the monthly date that corresponds numerically to the day of the commencement date; in the event there is no date in a subsequent month that corresponds numerically to the day in the commencement date, the monthly anniversary will be the last day of the month.
- (g) **Contract schedule** means the schedule that contains the details of the contract holder, person covered, benefits, contribution and contract term attached to this contract document.
- (h) **Contribution** means the contribution amount as shown in the contract schedule. The contribution is due on the date shown in the contract schedule or in any future endorsement.
- (i) **Diabetes Related Illnesses** refers to:
 - (i) **Surgery for Type 2 Diabetic Retinopathy**
Diabetic Retinopathy with the need to undergo laser treatment certified to be absolutely necessary by an ophthalmologist with support of a Fluorescent Fundus Angiography report and vision is measured at 6/18 or worse in the better eye using a Snellen eye chart; or
 - (ii) **Limb Amputation due to Type 2 Diabetic Complications**
The actual undergoing of amputation of a leg / foot / toe / arm / hand / finger to treat gangrene that has occurred because of a complication of diabetes; or

(iii) Severe Diabetic Nephropathy resulting in Kidney Failure

A definite diagnosis of diabetic nephropathy by a nephrologist and is evident by GFR less than 30 ml/min/1.73m² with ongoing proteinuria greater than 300mg/24hours.

- (j) **End date** means the date this contract ends as shown in the contract schedule or in any future endorsement which changes the end date.
- (k) **Endorsement** means written evidence of any amendment, variation or change made to this contract and contract schedule.
- (l) **Issue date** means the issue date stated in the contract schedule.
- (m) **Nominee** means one or more person(s) you have chosen under clause 25 and named in the nomination form or in any future endorsement as nominee.
- (n) **Operator fund** means the fund managed by us in which the wakalah fee paid for this contract will be used to pay all management expenses and commissions (where applicable).
- (o) **Participants' tabarru' fund** means the holding fund into which tabarru' deduction will be credited into, in line with the terms and conditions shown here.
- (p) **Permanent** means expected to last throughout the lifetime of the person covered.
- (q) **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 person covered. Symptoms that are covered include numbness, paralysis, localised 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.
- (r) **Pre-existing conditions** means any injury, illness, condition or symptom that existed during the 12 months prior to the contract commencement date or last reinstatement date, whichever is later, for which:
- (i) treatment, medication, advice or diagnosis has been sought or received;
 - (ii) an ordinary and prudent person with such injury, illness, condition or symptom would have sought advice or treatment in connection with his/her health; or
 - (iii) you and/or the person covered knew existed, whether or not treatment, medication, advice or diagnosis was sought or received.
- (s) **Qard** means an interest-free loan we provide in the event of a deficit in the participants' tabarru' fund.
- (t) **Shariah** means Islamic laws. In the context of this contract, Shariah will refer to the Islamic laws as interpreted by the Shariah committee.
- (u) **Shariah committee** means the committee constituted by us to advice on the operation of our takaful business in order to ensure compliance with the Shariah.
- (v) **Sum covered** means the amount of coverage for benefit under this contract as shown in the contract schedule or in any future endorsement which changes the sum covered.

(w) **Tabarru'** means voluntary contribution amount deducted from your contribution for the takaful coverage.

(x) **Top 3 Critical Illness (CI)** refers to:

(i) Cancer - of specified severity and does not cover very early cancers

Any malignant tumour positively diagnosed with histological confirmation and characterised 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:

- All cancers which are histologically classified as any of the following:
 - Pre-malignant;
 - Non-invasive;
 - Carcinoma in situ;
 - Having borderline malignancy; or
 - Having malignant potential.
- All tumours of the prostate histologically classified as T1N0M0 (TNM classification);
- All tumours of the thyroid histologically classified as T1N0M0 (TNM classification);
- All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification);
- Chronic Lymphocytic Leukemia less than RAI Stage 3;
- All cancers in the presence of HIV; and
- Any skin cancer other than malignant melanoma.

(ii) 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 3 months applies.

For the above definition, the following are not covered:

- Transient ischemic attacks;
- Cerebral symptoms due to migraine;
- Traumatic injury to brain tissue or blood vessels; and
- Vascular disease affecting the eye or optic nerve or vestibular functions.

(iii) 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 history of typical chest pain;
- 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
- 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:

- Occurrence of an acute coronary syndrome including but not limited to unstable angina; and
 - A rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.
- (y) **Wakalah** means agency contract where the party, as principal (Muwakkil) authorizes another party as his agent (Wakil) to perform a particular task on matters that may be delegated. Under this takaful plan, You appoint Sun Life Malaysia Takaful Berhad to manage takaful fund based on Wakalah contract.
- (z) **Wakalah fees** mean the amount to be charged from your contribution in return of wakalah contract for us to cover the expenses of administration and commission (where applicable).
- (aa) **We, us or our** means Sun Life Malaysia Takaful Berhad.
- (bb) **You or your** means the contract holder as shown in the contract schedule.

2. Interpretation

2.1 In this contract, unless the context requires:

- (a) the headings in this contract are inserted for convenience only and will not affect its construction.
- (b) the singular words will include the plural and vice-versa.
- (c) the words that refer to a gender will include every gender.

2.2 If any provisions in this contract are not valid or cannot be enforced under Malaysian Law, it will not affect the legality, validity and enforceability of the remainder of these provisions.

3. The contract

3.1 This contract is issued in consideration of the payment of contribution as shown in the contract schedule and pursuant to:

- (a) the answers given by you and/or the person covered in your application or any subsequent questionnaires given by us on any matters relating to your application and any disclosures made by you and/or the person covered between the time of your application and the time this contract is entered into; and
 - (b) medical reports and any other reports and questionnaires;
- (collectively referred to as 'the material information')

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

- 3.2 If you and/or the person covered are required by us, before the contract is varied, to answer any questions or if you and/or the person covered are required to confirm or amend any matter previously disclosed by you and/or the person covered to us in relation to this contract, it is you and/or the person covered duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.
- 3.3 You and/or the person covered must inform us of any change to the information given to us by you and/or the person covered's answers or in respect of any matter previously disclosed to us in relation to the contract if such changes had taken place after you and/or the person covered have submitted the application for variation but before the contract is varied.

4. Free look period

- 4.1 If you decide not to take up this contract for whatever reason after it has been issued, you may cancel the contract by giving us written notice within 15 days from the delivery date of this contract.
- 4.2 We will refund any contribution paid.

5. Misstatement of age and/or gender

- 5.1 This contract is issued for the age and gender of the person covered as shown in the contract schedule, based on the date of birth and gender declared in the application. We will need proof of the person covered's age and gender before we pay any benefits.
- 5.2 If the age and/or gender of the person covered has been misstated, we will make one of the following adjustment:
- (a) If the contribution based on the correct age and/or gender of the person covered is higher than the contribution paid, then we shall prorate the benefits payable based on the ratio of the actual contribution paid to the correct contribution which should have been paid for the person covered's correct date of birth and/or gender. The end date stated in the contract schedule shall be adjusted based on the correct age (if applicable); or
 - (b) If the contribution based on the correct age and/or gender of the person covered is lower than the contribution paid, then we will refund the difference in wakalah fee and tabarru' from the operator fund and participants' tabarru' fund. The end date stated in the contract schedule shall be adjusted based on the correct age (if applicable).

6. Waiting period

- 6.1 Waiting period of 30 days from contract commencement date or last reinstatement date, whichever is later, is applicable to Stroke with exception to the following critical illnesses which shall be subjected to 60 days waiting period:
- (i) Cancer;
 - (ii) Heart Attack; and
 - (iii) Diabetes related illnesses which are referred to Surgery for Type 2 Diabetic Retinopathy, Limb Amputation due to Type 2 Diabetic Complications and Severe Diabetic Nephropathy resulting in Kidney Failure.

6.2 No benefit shall be payable in the event that the person covered is diagnosed with the critical illness or had signs and symptoms of any of the listed critical illness within the waiting period as defined.

7. Survival period

7.1 Survival period of 30 days from the date the person covered is diagnosed with any of the covered critical illnesses is applicable for this plan.

7.2 No benefit would be payable in the event that the person covered fails to survive such period.

8. Incontestability clause

8.1 If the contract is no longer valid, for reasons other than fraud, we will refund the contributions paid from the commencement date.

8.2 We will not be able to challenge this contract after it has been in force for 2 years from the issue date, unless there is evidence of fraud or you have not paid the contributions. If this contract had come to an end as a result of you not paying the contributions and we had reinstated it under clause 21, clause 21 would then apply.

9. Ability to travel and any restrictions on where you and/or the person covered lives

9.1 This contract does not restrict you and/or the person covered from travelling and is not affected by where you and/or the person covered lives.

10. Change of contract

10.1 We reserve the right to amend the terms and provisions of this contract in order to comply with Malaysian Law and regulations. We will provide at least 30 days prior written notice by ordinary post to your last known address in our records or other alternative modes of communication.

10.2 Your request for any alteration or endorsement to this contract will not be valid unless authorised by us and such approval is endorsed on this contract.

11. Rights and using amounts owed

11.1 We have the first right to any amount due under this contract.

11.2 We can offset any amount we owe you (for example: benefits) under the contract with any amount you owe us (for example: contribution) under this contract.

11.3 Upon the distribution of surplus (if any), investment profit (if any) and/or the maturity of contract (if any), any amount payable which is equal to or less than RM10 per contract holder on each financial year will be credited to your latest bank account in our records. If you do not provide us with your bank account information, the amount will be donated to charitable organisations as approved by our Shariah committee.

12. Contract surrender

12.1 You may, at any time during lifetime of the person covered and while this contract is in force, surrender this contract by giving us written notice. All benefits and rights under this contract will end upon the next contribution due date after receiving the notice.

12.2 As this contract does not have any cash value, we will not pay any cash value or pro-rated contribution upon surrender of this contract.

12.3 Clause 4 would apply if you surrender the contract within the free look period.

13. Contract termination

13.1 This contract will be terminated at the earliest of any of the following circumstances:

- (a) Upon death of the person covered;
- (b) Upon cancellation of the contract;
- (c) Upon payment of any one of the Top 3 CI Care benefit;
- (d) Upon lapsation of the contract;
- (e) Upon surrender of the contract;
- (f) On the end date as shown in the contract schedule; or
- (g) On the contract anniversary immediately after the person covered's 70th birthday.

14. Renewability

14.1 The contract will be renewed yearly subject to the contribution payment within the grace period and the terms and conditions in this contract.

14.2 No renewal documents will be issued upon renewal. This contract and the contract schedule shall continue to be applicable.

15. Laws

15.1 This contract and our responsibilities under this contract are governed by the laws, rules, regulations and principles of Shariah currently in force in Malaysia. The laws, rules and regulations will include but are not limited to any circulars, directives or guidelines.

15.2 If there is a difference between the conditions of this contract and any law, rule or regulation, the law, rule or regulation will apply.

15.3 This contract will be governed by the laws of Malaysia. Any dispute will be dealt with by the courts of Malaysia.

16. Tax

16.1 All taxes, including without limitation any goods and services tax, and/or other forms of sales or consumption tax, whether currently in force or implemented after the date of this contract will be charged in accordance with the applicable legislation at the prevailing rate. Where necessary, we will amend the terms of this contract to take into account any such tax.

17. Contribution payment and grace period

17.1 Payment of contributions

All contributions are payable on or before the due date (as shown in the contract schedule or in any future endorsement changing the due date) directly to us.

17.2 Contribution rates

The contribution rate is not guaranteed and may be revised from time to time. 30 days written notice in advance will be given to you and the contribution revision will be applicable from the next contract anniversary. As a result of any change of contribution, the wakalah fee amount will change accordingly.

17.3 Change of contribution payment frequency

Subject to our approval, you may change the frequency of contribution payments by giving us a written notice before the expiry of the grace period.

17.4 Grace period

If you do not pay the contribution on or before its' due date, we will allow a grace period of 30 days from the contribution due date for the payment of any contributions. This contract will remain in force during such period. This contract will lapse or cease to be in force after the grace period.

17.5 Critical illness claim

If we have approved the covered critical illness claim under this contract, and the covered critical illness happens during the grace period, we will deduct any amount you owe us and contributions payable up to the date of the event from the benefit payable.

18. Wakalah

18.1 We will deduct the wakalah fee from the contributions payable for this contract. This will be a percentage (%) of contributions as prescribed in the schedule of wakalah fees.

18.2 We reserve the right to revise this percentage from time to time by notifying in writing to you at least 30 days' in advance. The revision shall take effect on the next contract anniversary after the notice period.

18.3 If there are any circumstances that would be deemed as mismanagement and negligence by us, we will take all actions necessary to correct and rectify such circumstances including revising the relevant procedures and if required, to refund any amount due to participants.

18.4 In the event of dissolution of the contract due to cancellation within the free look period, surrender of contract or termination of contract, a refund of the whole or a part of the wakalah fee, if any, would form part of the amount payable.

19. Participants' tabarru' fund

19.1 The tabarru', which is the contribution payable less the wakalah fee, will be allocated into the participants' tabarru' fund, which is the holding fund from which we pay all takaful benefits prescribed under this contract. The participants' tabarru' fund is collectively owned by the pool of takaful participants.

19.2 The takaful coverage will take into effect when there is contribution into the participants' tabarru' fund.

- 19.3 The tabarru' amount is not guaranteed and may be revised from time to time by notifying in writing to you at least 90 days in advance. The revision shall take effect on the next contract anniversary after the notice period.
- 19.4 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah. The investment profit (if any) shall be part of surplus sharing calculation and distribution (if any).
- 19.5 We will pay all costs, expenses and charges for maintaining and investing the assets of the participants' tabarru' fund and any other direct claims related expenses from the participants' tabarru' fund.
- 19.6 Any distributable surplus arising from the participants' tabarru' fund after Qard repayment (if any), at the end of financial year end, will be distributed annually and shared out as follow:
- (a) 50% to us; and
 - (b) 50% to you (if eligible).
- 19.7 You are entitled to the distributable surplus, if any, provided that the contract does not lapse and is not surrendered prior to the financial year end. If you are entitled to the distributable surplus but this contract is terminated under clause 13 of this annexure as at the surplus distribution date, clause 11 of this annexure would then apply.
- 19.8 If there is insufficient fund in the participants' tabarru' fund to pay the takaful benefits, we will arrange for a Qard (interest-free loan) from operator fund to cover the shortfall. The Qard will have to be repaid when participants' tabarru' fund returns to surplus position.

20. Cash value

- 20.1 This contract does not have any cash value.

21. Reinstatement of contract

- 21.1 If this contract lapses, you may apply to reinstate it within 12 months from the contract lapse date, subject to the following requirements:
- (a) completion and submission of the duly signed reinstatement form;
 - (b) the person covered truthfully declare all facts in the reinstatement form;
 - (c) the person covered provide all the information (if any) we have asked for;
 - (d) the person covered pay all overdue contributions as determined by us; and
 - (e) any other terms and conditions which we may apply after our underwriting assessment and the said terms and conditions are agreed by you at the time of the application.
- 21.2 In the event you have cancelled or surrendered the contract, the reinstatement shall not be applicable.
- 21.3 If we discover that any information is incorrect or withheld, we will set aside (effectively end) this reinstated contract. We can only do this in the first 2 years of reinstating this contract, unless we are able to prove fraud or, if you fail to pay the contributions.

21.4 If we do set aside this reinstated contract (for reasons other than fraud), we will refund the total contribution paid from the last date of reinstatement.

21.5 We will not provide the takaful coverage under this contract for the period between the date this contract has lapsed and the date we approve the reinstatement.

22. Ownership

22.1 You are the legal owner of this contract.

22.2 You may use all the rights and options that this contract provides (depending on the rights of any nominee or person this contract is legally transferred to).

23. Assignment (transferring legal rights)

23.1 Legally we will not accept the transfer of this contract unless the transfer is registered with us.

23.2 We do not have any responsibility on the validity of the transfer if you decide to transfer this contract.

24. Nominee

24.1 The contract holder, who has attained the age of 16 years, may nominate a person to receive the takaful benefits (if any) payable upon his death under the takaful contract either as an executor, or as a beneficiary under a conditional hibah. Nomination may be made at the time of application of the contract or at any time after the contract has been issued.

24.2 The nominee named in the nomination form or any future amendments you make, will receive the takaful benefits (if any) in accordance with the Islamic Financial Services Act 2013. You may revoke or change the nominee at any time by giving us a written notice. The written notice must be received and registered by us during the person covered's lifetime. The revocation and change of nominee will take effect from the date we receive the written notice.

25. Notice of claim

25.1 You or your legal representative must give written notice of claim to our head office within 30 days from the date the covered event happens.

26. Proof of claim

26.1 Satisfactory proof of claim must be given to us within 30 days from the date of giving us notice of claim, at the expense of you or your legal representative.

26.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.

26.3 We have the right to request that the person covered undergoes medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the claim.

27. United States Foreign Account Tax Compliance Act (FATCA)

27.1 Not applicable

28. Alterations

28.1 We reserve the right to amend the terms and provisions of this contract by giving 30 days' prior notice in writing by ordinary post to your last known address in our records or other alternative modes of communication, and such amendment will be applicable from the next renewal of this contract. No alteration to this contract shall be valid unless authorised by us and such approval is endorsed thereon.

SAMPLE

ANNEXURE ECI003

General exclusions and limitation

1. Application of exclusions

1.1 These exclusions in respect of the person covered apply only if the benefit conditions make reference to this annexure.

2. Critical illness exclusions:

2.1 No benefit shall be payable if the person covered is diagnosed with a critical illness resulted directly or indirectly from, or as a result of the following:

- (a) disease(s) resulting from Acquired Immuno-deficiency Syndrome (AIDS), AIDS-related complex or infection by Human Immunodeficiency Virus (HIV);
- (b) pre-existing condition;
- (c) congenital conditions;
- (d) self-inflicted injuries while sane or insane;
- (e) wilful misuse of alcohol or drugs;
- (f) war or any act of war, atomic, biological and / or chemical warfare / activities, terrorism related activities and any activities of a military nature;
- (g) participating in any avocation / activities such as racing of any kind, aerial sports, scuba diving, professional sports;
- (h) the symptoms or signs of Cancer, Heart Attack or Diabetes Related Illnesses is manifested prior to or within 60 days of the contract commencement date or last reinstatement date, whichever is later;
- (i) the symptoms or signs of Stroke is manifested prior to or within 30 days of the contract commencement date or last reinstatement date, whichever is later; or
- (j) any illness other than a diagnosis of critical illnesses as defined herein.

ANNEXURE ECI004

Benefit conditions - Top 3 Critical Illness (CI) Care

1. Top 3 Critical Illness (CI) Care

- 1.1 Subject to the general conditions, while this contract is in force, upon receiving satisfactory proof that the person covered has been diagnosed with cancer, stroke or heart attack and survives for at least 30 days after the diagnosis, as defined in Annexure ECI002 of the contract document and upon the approval of claim, we will pay a lump sum benefit amount according to the sum covered as per the contract schedule or any endorsement which changes the benefit amount, which is payable from the participants' tabarru' fund.
- 1.2 We will deduct any amount the contract holder owes us.
- 1.3 The maximum aggregate amount for critical illnesses benefits payable pertaining to the person covered under this contract and all other individual and group contracts / certificates issued by us will not exceed RM1,500,000.
- 1.4 The contract will be terminated upon payment of claims under this benefit.

2. Exclusions

- 2.1 The exclusions apply under this benefit will make reference to annexure ECI003.

3. Claim procedure for critical illness benefit

- 3.1 The contract holder or his legal representative shall send us a written notice of his intention to claim for the critical illness benefit during the person covered's lifetime and within 30 days after the date of the diagnosis of the covered critical illness.
- 3.2 We will also need all the relevant documents and information to assess claim as soon as possible.
- 3.3 As part of giving us proof, we may need the person covered to be examined by our medical examiner(s). We will inform the person covered if this is needed and bear the costs of the medical examination.
- 3.4 We will only be able to assess the claim after we have received all the documents, information and evidence that we need.

4. Termination of coverage

- 4.1 This benefit will be terminated at the earliest of any of the following circumstances:
 - (a) Upon death of the person covered;
 - (b) Upon cancellation of the contract;
 - (c) Upon payment of any one of the Top 3 CI Care benefit;
 - (d) Upon lapsation of the contract;

- (e) Upon surrender of the contract;
- (f) On the end date as shown in the contract schedule; or
- (g) On the contract anniversary immediately after the person covered's 70th birthday.

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ANNEXURE ECI005

Benefit conditions - Diabetes Care

1. Diabetes Care

- 1.1 Subject to the general conditions, while this contract is in force, upon receiving satisfactory proof that the person covered has been diagnosed with any one of the Diabetes Related Illnesses under the Diabetes Care benefit, as defined in Annexure ECI002 of the contract document and upon the approval of claim, we will pay a lump sum benefit amount according to the sum covered as per the contract schedule or any endorsement which changes the benefit amount, which is payable from the participants' tabarru' fund.
- 1.2 We will deduct any amount the contract holder owes us.
- 1.3 This benefit shall terminate upon payment of claim, however, this does not accelerate the Top 3 CI Care benefit and the contract shall continue for the Top 3 CI Care benefit.

2. Exclusions

- 2.1 The exclusions apply under this benefit will make reference to annexure ECI003.

3. Claim procedure for critical illness benefit

- 3.1 The contract holder or his legal representative shall send us a written notice of his intention to claim for the critical illness benefit during the person covered's lifetime and within 30 days after the date of the diagnosis of the covered critical illness.
- 3.2 We will also need all the relevant documents and information to assess claim as soon as possible.
- 3.3 As part of giving us proof, we may need the person covered to be examined by our medical examiner(s). We will inform the person covered if this is needed and bear the costs of the medical examination.
- 3.4 We will only be able to assess the claim after we have received all the documents, information and evidence that we need.

4. Termination of coverage

- 4.1 This benefit will be terminated at the earliest of any of the following circumstances:
 - (a) Upon death of the person covered;
 - (b) Upon cancellation of the contract;
 - (c) Upon payment of any one of the Top 3 CI Care benefit;
 - (d) Upon payment of Diabetes Care benefit;
 - (e) Upon lapsation of the contract;
 - (f) Upon surrender of the contract;

- (g) On the end date as shown in the contract schedule; or
- (h) On the contract anniversary immediately after the person covered's 70th birthday.

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