



**SUN LIFE MALAYSIA ASSURANCE BERHAD**

**POLICY DOCUMENT**

**Sun eCritical Shield**

SAMPLE

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## ANNEXURE ECS001

### General conditions

#### 1. Definition

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

- (a) **Assessment Period** means the period during which the insurer 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 policy schedule and is the date on which the insurance coverage pursuant to this policy 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 policy owner was continuously covered under this policy.
- (d) **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 30ml/min/1.73 m<sup>2</sup> with ongoing proteinuria greater than 300mg/24hours.
- (e) **End date** means the date this policy ends as shown in the policy schedule or in any future endorsement which changes the end date.
- (f) **Endorsement** means written evidence of any amendment, variation or change made to this policy and policy schedule.
- (g) **Issue date** means the issue date stated in the policy schedule.
- (h) **Nominee** means one or more person(s) you have chosen under clause 22 and named in the nomination form or in any future endorsement as nominee.
- (i) **Permanent** means expected to last throughout the lifetime of the life assured.

- (j) **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, 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.
- (k) **Policy anniversary** means the first and each subsequent anniversary of the policy beginning from the policy commencement date.
- (l) **Policy 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.
- (m) **Policy owner or life assured** means the person who owns this policy and therefore can exercise all rights, privileges and options available and the person whose life is being covered under this policy as named in the policy schedule
- (n) **Policy schedule** means the schedule that contains the details of the policy owner, life assured, benefits, premium and policy term attached to this policy document.
- (o) **Premium** means the premium amount as shown in the policy schedule. The premium is due on the date shown in the policy schedule or in any future endorsement.
- (p) **Pre-existing conditions** means any injury, illness, condition or symptom that existed during the 12 months prior to the policy 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 life assured knew existed, whether or not treatment, medication, advice or diagnosis was sought or received.
- (q) **Sum assured** means the amount of coverage for benefit under this policy as shown in the policy schedule or in any future endorsement which changes the sum assured.
- (r) **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.

(s) **We, us** or **our** means Sun Life Malaysia Assurance Berhad.

(t) **You** or **your** means the policy owner as shown in the policy schedule.

## 2. Interpretation

2.1 In this policy, unless the context requires:

- (a) the headings in this policy 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 policy 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 policy**

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

- (a) the answers given by you and/or the life assured 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 life assured between the time of your application and the time this policy 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 policy 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 Financial Services Act 2013 will apply.

3.2 If you and/or the life assured are required by us, before the policy is varied, to answer any questions or if you and/or the life assured are required to confirm or amend any matter previously disclosed by you and/or the life assured to us in relation to this policy, it is you and/or the life assured 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 life assured must inform us of any change to the information given to us by you and/or the life assured's answers or in respect of any matter previously disclosed to us in relation to the policy if such changes had taken place after you and/or the life assured have submitted the application for variation but before the policy is varied.

### **4. Free look period**

4.1 If you decide not to take up this policy for whatever reason after it has been issued, you may cancel the policy by giving us written notice within 15 days from the delivery date of this policy.

4.2 We will refund any premium paid.

### **5. Misstatement of age and/or gender**

5.1 This policy is issued for the age and gender of the life assured as shown in the policy schedule, based on the date of birth and gender declared in the application. We will need proof of the life assured's age and gender before we pay any benefits.

5.2 If the age and/or gender of the life assured has been misstated, we will make one of the following adjustment:

- (a) If the premium based on the correct age and/or gender of the life assured is higher than the premium paid, then we shall prorate the benefits payable based on the ratio of the actual premium paid to the correct premium which should have been paid for the life assured's correct date of birth and/or gender. The end date stated in the policy schedule shall be adjusted based on the correct age (if applicable); or
- (b) If the premium based on the correct age and/or gender of the life assured is lower than the premium paid, then we will refund the difference in premium. The end date stated in the policy schedule shall be adjusted based on the correct age (if applicable).

## **6. Waiting period**

6.1 Waiting period of 30 days from policy 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 life assured 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 life assured 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 life assured fails to survive such period.

## **8. Incontestability clause**

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

8.2 We will not be able to challenge this policy 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 premiums. If this policy had come to an end as a result of you not paying the premiums and we had reinstated it under clause 19, clause 19 would then apply.

## **9. Ability to travel and any restrictions on where you and/or the life assured lives**

9.1 This policy does not restrict you and/or the life assured from travelling and is not affected by where you and/or the life assured lives.

## **10. Change of policy**

- 10.1 We reserve the right to amend the terms and provisions of this policy 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 policy will not be valid unless authorised by us and such approval is endorsed on this policy.

## **11. Rights and using amounts owed**

- 11.1 We have the first right to any amount due under this policy.
- 11.2 We can offset any amount we owe you (for example: benefits) under the policy with any amount you owe us (for example: premium) under this policy.

## **12. Policy surrender**

- 12.1 You may, at any time during lifetime of the life assured and while this policy is in force, surrender this policy by giving us written notice. All benefits and rights under this policy will end upon the next premium due date after receiving the notice.
- 12.2 As this policy does not have any cash value, we will not pay any cash value or pro-rated premium upon surrender of this policy.
- 12.3 Clause 4 would apply if you surrender the policy within the free look period.

## **13. Policy termination**

- 13.1 This policy will be terminated at the earliest of any of the following circumstances:
- (a) Upon death of the life assured;
  - (b) Upon cancellation of the policy;
  - (c) Upon payment of any one of the Top 3 CI Care benefit;
  - (d) Upon lapsation of the policy;
  - (e) Upon surrender of the policy;
  - (f) On the end date as shown in the policy schedule; or
  - (g) On the policy anniversary immediately after the life assured's 70th birthday.

## **14. Renewability**

- 14.1 The policy will be renewed yearly subject to the premium payment within the grace period and the terms and conditions in this policy.
- 14.2 No renewal documents will be issued upon renewal. This policy and the policy schedule shall continue to be applicable.



## **15. Laws**

- 15.1 This policy and our responsibilities under this policy are governed by the laws, rules and regulations 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 policy and any law, rule or regulation, the law, rule or regulation will apply.
- 15.3 This policy 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 policy will be charged in accordance with the applicable legislation at the prevailing rate. Where necessary, we will amend the terms of this policy to take into account any such tax.

## **17. Premium payment and grace period**

- 17.1 **Payment of premiums**  
All premiums are payable on or before the due date (as shown in the policy schedule or in any future endorsement changing the due date) directly to us.
- 17.2 **Premium rates**  
The premium 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 premium revision will be applicable from the next policy anniversary.
- 17.3 **Change of premium payment frequency**  
Subject to our approval, you may change the frequency of premium payments by giving us a written notice before the expiry of the grace period.
- 17.4 **Grace period**  
If you do not pay the premium on or before its' due date, we will allow a grace period of 30 days from the premium due date for the payment of any premiums. This policy will remain in force during such period. This policy 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 policy, and the covered critical illness happens during the grace period, we will deduct any amount you owe us and premiums payable up to the date of the event from the benefit payable.

## **18. Cash value**

- 18.1 This policy does not have any cash value.

## **19. Reinstatement of policy**

- 19.1 If this policy lapses, you may apply to reinstate it within 12 months from the policy lapse date, subject to the following requirements:

- (a) completion and submission of the duly signed reinstatement form;

- (b) the life assured truthfully declare all facts in the reinstatement form;
- (c) the life assured provide all the information (if any) we have asked for;
- (d) the life assured pay all overdue premiums 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.

19.2 In the event you have cancelled or surrendered the policy, the reinstatement shall not be applicable.

19.3 If we discover that any information is incorrect or withheld, we will set aside (effectively end) this reinstated policy. We can only do this in the first 2 years of reinstating this policy, unless we are able to prove fraud or, if you fail to pay the premiums.

19.4 If we do set aside this reinstated policy (for reasons other than fraud), we will refund the premium paid from last reinstatement date. We will not refund the premiums paid before the last reinstatement date.

19.5 We will not provide the insurance coverage under this policy for the period between the date this policy has lapsed and the date we approve the reinstatement.

## **20. Ownership**

20.1 You are the legal owner of this policy.

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

## **21. Assignment (transferring legal rights)**

21.1 Legally we will not accept the transfer of this policy unless the transfer is registered with us.

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

## **22. Nominee**

22.1 The policy owner, who has attained the age of 16 years, may nominate a person to receive the insurance benefits (if any) payable upon his death under this insurance policy. Nomination may be made at the time of application of the policy or at any time after the policy has been issued.

22.2 The nominee named in the nomination form or any future amendments you make, will receive the insurance benefits (if any) in accordance with the 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 life assured's lifetime. The revocation and change of nominee will take effect from the date we receive the written notice.

## **23. Notice of claim**

23.1 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.

**24. Proof of claim**

- 24.1 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.
- 24.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.
- 24.3 We have the right to request that the life assured undergoes medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the claim.

**25. United States Foreign Account Tax Compliance Act (FATCA)**

- 25.1 Not applicable

**26. Alterations**

- 26.1 We reserve the right to amend the terms and provisions of this policy 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 policy. No alteration to this policy shall be valid unless authorised by us and such approval is endorsed thereon.

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## ANNEXURE ECS002

### General exclusions and limitation

#### 1. Application of exclusions

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

#### 2. Critical illness exclusions:

2.1 No benefit shall be payable if the life assured 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 policy 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 policy commencement date or last reinstatement date, whichever is later; or
- (j) any illness other than a diagnosis of critical illnesses as defined herein.

## **ANNEXURE ECS003**

### **Benefit conditions - Top 3 Critical Illness (CI) Care**

#### **1. Top 3 Critical Illness (CI) Care**

- 1.1 Subject to the general conditions, while this policy is in force, upon receiving satisfactory proof that the life assured has been diagnosed with cancer, stroke or heart attack and survives for at least 30 days after the diagnosis, as defined in Annexure ECS001 of the policy document and upon the approval of claim, we will pay a lump sum benefit amount according to the sum assured as per the policy schedule or any endorsement which changes the benefit amount.
- 1.2 We will deduct any amount the policy owner owes us.
- 1.3 The maximum aggregate amount for critical illnesses benefits payable pertaining to the life assured under this policy and all other individual and group policies / certificates issued by us will not exceed RM1,500,000.
- 1.4 The policy 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 ECS002.

#### **3. Claim procedure for critical illness benefit**

- 3.1 The policy owner or his legal representative shall send us a written notice of his intention to claim for the critical illness benefit during the life assured'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 life assured to be examined by our medical examiner(s). We will inform the life assured 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 life assured;
  - (b) Upon cancellation of the policy;
  - (c) Upon payment of any one of the Top 3 CI Care benefit;
  - (d) Upon lapsation of the policy;
  - (e) Upon surrender of the policy;

- (f) On the end date as shown in the policy schedule; or
- (g) On the policy anniversary immediately after the life assured's 70th birthday.

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## **ANNEXURE ECS004**

### **Benefit conditions - Diabetes Care**

#### **1. Diabetes Care**

- 1.1 Subject to the general conditions, while this policy is in force, upon receiving satisfactory proof that the life assured has been diagnosed with any one of the Diabetes Related Illnesses under the Diabetes Care benefit, as defined in Annexure ECS001 of the policy document and upon the approval of claim, we will pay a lump sum benefit amount according to the sum assured as per the policy schedule or any endorsement which changes the benefit amount.
- 1.2 We will deduct any amount the policy owner 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 policy shall continue for the Top 3 CI Care benefit.

#### **2. Exclusions**

- 2.1 The exclusions apply under this benefit will make reference to annexure ECS002.

#### **3. Claim procedure for critical illness benefit**

- 3.1 The policy owner or his legal representative shall send us a written notice of his intention to claim for the critical illness benefit during the life assured'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 life assured to be examined by our medical examiner(s). We will inform the life assured 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 life assured;
  - (b) Upon cancellation of the policy;
  - (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 policy;
  - (f) Upon surrender of the policy;

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

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