



SUN LIFE MALAYSIA ASSURANCE BERHAD

POLICY DOCUMENT

Sun eSsential Life

SAMPLE

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SAMPLE

ANNEXURE TIM001

General conditions

1. Definition

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

- (a) **Benefit end date** means the date the insurance coverage for the benefit under this policy ends as stated in the policy schedule.
- (b) **Benefit start date** means the date the insurance coverage for the benefit under this policy start as stated in the policy schedule.
- (c) **Commencement date** means the commencement date as stated in the policy schedule.
- (d) **End date** means the date this policy ends as shown in the policy schedule or in any future endorsement which changes the end date.
- (e) **Endorsement** means written evidence of any amendment, variation or change made to this policy and policy schedule.
- (f) **Issue date** means the issue date stated in the policy schedule and is the date on which insurance coverage pursuant to this policy begins.
- (g) **Life assured** means the person whose life is being covered under this policy as named in the policy schedule.
- (h) **Nominee** means one or more person(s) you have chosen under clause 20 and named in the nomination form or in any future endorsement as nominee.
- (i) **Policy anniversary** means the first and each subsequent anniversary of the policy beginning from the policy commencement date.
- (j) **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.
- (k) **Policy owner** means the person who owns this policy and therefore can exercise all rights, privileges and options available under this policy as named in the policy schedule.
- (l) **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.
- (m) **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.
- (n) **Pre-existing conditions** means any injury, illness, condition or symptom that existed during the 12 months prior to the policy issue 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.
- (o) **Specified infectious diseases** means:
- (i) **Avian Influenza** means an acute infectious disease caused by the Avian Influenza A virus (H5N1 or H7N9 strains) and transmitted to humans by direct or close contact with infected poultry;
- (ii) **Chikungunya Fever** means an acute infectious disease caused by the Chikungunya virus and transmitted to humans by the Aedes mosquito;
- (iii) **Dengue Fever** means an acute infectious disease caused by the Dengue virus and transmitted to humans by the Aedes mosquito;
- (iv) **Japanese Encephalitis** means an acute infectious disease caused by the Japanese encephalitis virus and transmitted to humans by the Culex mosquito;
- (v) **Malaria** means an acute infectious disease caused by the Plasmodium parasitic protozoan and transmitted to humans by the Anopheles mosquito; and
- (vi) **Zika** or **Zika Virus Infection** means an acute infectious disease caused by the Zika virus and transmitted to humans by the Aedes mosquito.
- (vii) Any claims due to infectious disease must be confirmed by a registered medical doctor and supported by the following diagnostic tests (or equivalent tests) as conclusive proof of infection:
- **Avian Influenza** - Avian Influenza PCR specific to H5N1 or H7N9 Avian Influenza strains
 - **Chikungunya Fever** - Chikungunya IgM Antibody / Chikungunya PCR test
 - **Dengue Fever** - Dengue IgM Antibody / Dengue PCR test
 - **Japanese Encephalitis** - Japanese encephalitis IgM Antibody test
 - **Malaria** - Malaria parasite test
 - **Zika Virus Infection** - Zika virus PCR test
- (p) **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.
- (q) **Total and permanent disability (TPD)** means the following:
- If the life assured is working or operating their own business
 If the life assured is between the age of 18 and 65, and working for money or operating their own business, they will be considered totally and permanently disabled if they were totally and permanently unable to do any work, occupation or profession to earn any wages, compensation or profit. The disability must last for at least 6 consecutive months.

If the life assured is unemployed or not operating their own business

If the life assured is between the age of 18 and 65, and at the time of suffering the disability is not in paid work or operating their own business or is a housewife, we will consider TPD to be the inability to carry out at least 3 of the 6 activities of daily living (as stated below) without the help of another person. The disability must last for at least 6 consecutive months.

- (i) Transfer - Getting in and out of a chair without requiring physical assistance;
- (ii) Mobility - The ability to move from room to room without requiring any physical assistance;
- (iii) Continence - The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
- (iv) Dressing - Putting on and taking off all necessary items of clothing without requiring assistance of another person;
- (v) Bathing/Washing - The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; or
- (vi) Eating - All tasks of getting food into the body once it has been prepared.

The TPD covers the situations where any of the following occurs:

- (i) Total and permanent loss of sight of both eyes;
- (ii) Loss by severance of 2 limbs at or above the wrist or ankle;
- (iii) Total and permanent loss of sight of 1 eye and loss by severance of 1 limb at or above the wrist or ankle; or
- (iv) Permanent total paralysis.

2 of our appointed medical examiners must be satisfied that the life assured's disability meets the definition of TPD.

- (r) **We, us or our** means Sun Life Malaysia Assurance Berhad.
- (s) **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 return it to us for cancellation 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/or gender of the life assured as shown in the policy schedule, based on the date of birth and/or gender declared in the application. We will need proof of the life assured's age and/or 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. Incontestability clause

- 6.1 If the policy is no longer valid, for reasons other than fraud, we will refund the premium paid from the commencement date.
- 6.2 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 premium. If this policy had come to an end as a result of you not paying the premium and we had reinstated it under clause 17, clause 17 would then apply.

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

- 7.1 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.

8. Change of policy

- 8.1 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 90 days prior written notice by ordinary post to your last known address in our records or other alternative modes of communication.
- 8.2 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.

9. Rights and using amounts owed

- 9.1 We have the first right to any amount due under this policy.
- 9.2 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.

10. Policy surrender

- 10.1 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 and returning this policy to us. All benefits and rights under this policy will end upon the next premium due date after receiving the notice.
- 10.2 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.
- 10.3 Clause 4 would apply if you surrender the policy within the free look period.

11. Policy termination

- 11.1 This policy will be terminated at the earliest of any of the following circumstances:
 - (a) As stipulated under the benefit conditions;
 - (b) On the end date stipulated in the policy schedule;

- (c) Upon lapsation of this policy;
- (d) Upon surrender of this policy;
- (e) Upon cancellation of this policy; or
- (f) On the policy monthly anniversary immediately after life assured's 80th birthday.

12. Renewability

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

13. Laws

- 13.1 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.
- 13.2 If there is a difference between the conditions of this policy and any law, rule or regulation, the law, rule or regulation will apply.
- 13.3 This policy will be governed by the laws of Malaysia. Any dispute will be dealt with by the courts of Malaysia.

14. Tax

- 14.1 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.

15. Premium payment and grace period

- 15.1 **Payment of premium**
All premium 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.
- 15.2 **Premium rate**
The premium rate is not guaranteed and may be revised from time to time by giving you at least 90 days' written notice prior to the policy anniversary. The revision shall take effect on the next policy anniversary after the notice period.
- 15.3 **Change of premium payment frequency**
Subject to our approval, you may change the frequency of premium payments by giving us written notice before the expiry of the grace period.
- 15.4 **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 premium. This policy will remain in force during such period. This policy will lapse or cease to be in force after the grace period.

15.5 Death or total and permanent disability (TPD) claim

If we have approved a death claim or TPD claim under this policy, and the death or TPD claim of the life assured happens during the grace period, we will deduct any amount you owe us and premium payable up to the date of the event from the benefit payable.

16. Cash value

16.1 This policy does not have any cash value.

17. Reinstatement of policy

17.1 If this policy lapses, you may apply to reinstate it within 1 year from the due date of the premium which was not paid, subject to the following requirements:

- (a) complete and sign a reinstatement form;
- (b) truthfully declare all facts in the reinstatement form;
- (c) provide all the information (if any) we have asked for;
- (d) pay all overdue premium 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.

17.2 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 premium.

17.3 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 premium paid before the reinstatement date.

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

18. Ownership

18.1 You are the legal owner of this policy.

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

19. Assignment (transferring legal rights)

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

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

20. Nominee

20.1 The policy owner, who has attained the age of 16 years, may nominate a person or a registered trustee corporation to receive the moneys payable upon his death under this policy. Nomination may be made at the time of application of the policy or at any time after the policy has been issued.

20.2 The nominee named in the nomination form or any future amendments you make, will receive the death benefits in accordance with the Financial Services Act 2013 or Islamic Law of Inheritance (Faraid), whichever is applicable. You may revoke or change the nominee at any time by giving us 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.

21. If this policy takes part in our profits

21.1 This policy does not benefit from any of our profits. This is a non-participating policy.

22. Notice of claim

22.1 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.

23. Proof of claim

23.1 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.

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

23.3 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.

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

24.1 Not applicable

ANNEXURE TIM002

Benefit conditions - Death benefit

1. Death benefit

- 1.1 Subject to the general conditions, while this policy is in force, should we receive satisfactory proof of death of the life assured and upon the approval of the claim, we will pay a lump sum benefit according to the sum assured as per the policy schedule.
- 1.2 We will deduct any amount you owe us from this benefit.
- 1.3 The policy will be terminated upon death of the life assured or payment of claims under this benefit.

2. Death due to specified infectious diseases benefit

- 2.1 Subject to the general conditions, while this policy is in force, should we receive satisfactory proof of death of the life assured directly as a result of specified infectious diseases and upon the approval of the claim, we will pay a lump sum benefit according to the sum assured as per the policy schedule.
- 2.2 We will deduct any amount you owe us from this benefit.
- 2.3 The policy will be terminated upon death of the life assured or payment of claims under this benefit.

3. Exclusions

- 3.1 No benefit shall be payable if death is due to:
 - (a) suicide (while sane or insane) within the first 12 months from the policy issue date or last reinstatement date, whichever is later; or
 - (b) pre-existing condition within the first 12 months from the policy issue date or last reinstatement date, whichever is later.

In this case, the policy will be terminated and the total premium paid will be refunded without interest.

- 3.2 For death due to specified infectious diseases, no benefit shall be applicable or payable if the death incurred directly or indirectly, wholly or partly, by any of the following occurrence:
 - (a) The covered event of Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection occurring within 30 days from the policy issue date or last reinstatement date, whichever is later; or
 - (b) Any other causes other than Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection; or
 - (c) Any pre-existing conditions.
In this case, the policy will be terminated and the total premium paid will be refunded without interest.

4. Claim procedure

- 4.1 Satisfactory proof of death must be given to us within 30 days after the date of death. Failure to provide notice within the specified period will not invalidate the claims if it can be shown that it was not reasonably possible to provide such notice and that notice is being provided as soon as is reasonably possible.
- 4.2 We will provide the appropriate claim forms to the claimant upon claim notification. We will also need all the relevant documents and information to assess the claims as soon as possible.
- 4.3 We will only be able to assess the claim upon receipt of all the required documents, information and evidence.

5. Termination of coverage

- 5.1 The insurance coverage of the life assured will terminate on the occurrence of any of the following events:
 - (a) Upon death of life assured;
 - (b) As stipulated under the benefit conditions of TPD benefits;
 - (c) On the end date stipulated in the policy schedule;
 - (d) Upon lapsation of this policy;
 - (e) Upon surrender of this policy;
 - (f) Upon cancellation of this policy; or
 - (g) On the policy monthly anniversary immediately after life assured's 80th birthday.

ANNEXURE TIM003

Benefit conditions - Total and permanent disability (TPD) benefit

1. Total and permanent disability (TPD) benefit

- 1.1 This benefit applies in the event the life assured suffers from TPD as defined, while this policy is in force, and the TPD begins on or after the commencement date.
- 1.2 Subject to the general conditions, while this policy is in force and before the monthly anniversary date immediately after the life assured attaining age 65, should we receive satisfactory proof that the life assured has suffered from TPD and upon the approval of the claim, we will pay a lump sum benefit according to the sum assured as per the policy schedule.
- 1.3 We will deduct any amount you owe us.
- 1.4 The policy will be terminated upon payment of claims under this benefit.

2. TPD due to specified infectious diseases benefit

- 2.1 Subject to the general conditions, while this policy is in force, should we receive satisfactory proof of the TPD (as defined) of the life assured directly as a result of specified infectious diseases and upon the approval of the claim, we will pay a lump sum benefit according to the sum assured as per the policy schedule.
- 2.2 We will deduct any amount you owe us from this benefit.
- 2.3 The policy will be terminated upon payment of claims under this benefit.

3. Limitation on TPD benefits

- 3.1 The TPD benefits will expire on the policy monthly anniversary immediately after the life assured's 65th birthday.
- 3.2 The maximum aggregate amount of the TPD benefit payable with respect to the TPD of the life assured under this and all other individual and group policy or certificates issued by us shall not exceed RM 2,000,000.
- 3.3 If the TPD benefit payable under a policy is less than the sum assured for death benefit on the date the TPD begins, the insurance coverage on death will continue for the remaining balance of sum assured. The sum assured for death benefit for all future terms will be reduced by the ratio of the benefit that has been paid for the sum assured on the date the TPD begins. The reduction in the sum assured for death benefit will apply from the date the TPD begins.

4. Exclusions

- 4.1 No benefit will be payable if the TPD is directly or indirectly cause by any of the following:
 - (a) A pre-existing condition within the first 12 months of the policy issue date or last reinstatement date, whichever is later.
 - (b) Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complications, or infection of the life assured by Human Immunodeficiency Virus (HIV);

- (c) Being under the influence of drugs or any narcotic or due to intoxication by liquor and/or illicit substance;
 - (d) Criminal act, involvement in a breach of law (unless as an innocent party) or membership of an illegal organisation;
 - (e) Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the life assured is in an aircraft operating by a commercial passenger airline on a regular schedule passenger trip over its established passenger route;
 - (f) Participation in any hazardous sport or pastime or activities, including but not limited to aerial activities, bungee jumping, rock climbing or mountaineering, underwater activities, or racing of any type other than on foot;
 - (g) Self-inflicted injuries or suicide, while sane or insane; or
 - (h) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- 4.2 For TPD due to specified infectious diseases, no benefit shall be applicable or payable if the disability incurred directly or indirectly, wholly or partly, by any of the following occurrence:
- (a) The covered event of Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection occurring within 30 days from the policy issue date or last reinstatement date, whichever is later; or
 - (b) Any other causes other than Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection; or
 - (c) Any pre-existing condition.
In this case, the policy will be terminated and the total premium paid will be refunded without interest.

5. Claim procedure

- 5.1 You or your legal representative will need to send us written notice within 30 days to make a claim for TPD benefit after the date of such disability.
- 5.2 Satisfactory proof of TPD must be given before we consider this claim at the expense of you or your legal representative.
- 5.3 We will not consider any disability which lasts less than 6 months.
- 5.4 We have the right to request that the life assured undergo medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the TPD claim.

6. Termination of coverage

- 6.1 The insurance coverage of the life assured will terminate on the occurrence of any of the following events:
- (a) On the date we approve and pay the TPD benefit, if it is equals to the sum assured for the death benefit. In case the TPD payable is less than the sum assured for the death benefit, the policy will not terminate and the death coverage will continue;
 - (b) Upon death of life assured;
 - (c) On the end date stipulated in the policy schedule;
 - (d) Upon lapsation of this policy;
 - (e) Upon surrender of this policy;
 - (f) Upon cancellation of this policy; or
 - (g) On the policy monthly anniversary immediately after the life assured's 65th birthday.

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