

ZURICH 3ASYCARE

FORM NO:

This is a non-participating Critical Illness plan which provides insurance coverage up to the Maturity/Expiry Date as stated in the Policy Information Page. Premium will be payable for number of years as stated in the Policy Information Page or upon termination of this Policy, whichever occurs earlier.

BENEFIT

While this Policy is in-force, upon receipt of due proof and subject to the provisions within the Policy, we shall provide the following benefits:

1. CRITICAL ILLNESS BENEFIT

In the event the Life Assured is diagnosed to be suffering from one of the Critical Illness as defined in the Schedule of Critical Illness, We shall pay one hundred percent (100%) of the Basic Sum Assured.

2. SPECIAL CARE BENEFIT

We shall pay an additional ten percent (10%) of the Basic Sum Assured if the Life Assured suffers from one of the Critical Illness as stated in the Schedule of Critical Illness. This benefit is only applicable to Life Assured who is a non-smoker as declared in the application form.

Once the Critical Illness and Special Care Benefit (if applicable) have been paid, the Policy will terminate thereafter.

PROOF OF CRITICAL ILLNESS

The Life Assured must provide adequate medical evidence to Our satisfaction, at his / her own expense. Every diagnosis of any of the aforesaid Critical Illness must be supported by acceptable clinical, radiological, histological and laboratory evidence and confirmed by a registered Medical Practitioner. Though proof of the aforesaid Critical Illness may have been accepted by Us, We reserve the right to demand the Life Assured to allow himself / herself to be examined by Physicians nominated by Us.

EXCLUSIONS

This Policy does not cover: -

- (a) Other than the first incidence of the Critical Illness;
- (b) Pre-Existing Illness;
- (c) Stroke for which the signs or symptoms first occur within thirty (30) days following the Commencement Date of this Policy;
- (d) Heart Attack for which the signs or symptoms first occur within sixty (60) days following the Commencement Date of this Policy;
- (e) Any illness caused directly or indirectly, wholly or partly, by self-inflicted injury while sane or insane, wilful misuse of alcohol and / or the taking of drugs otherwise than under the direction of a registered Medical Practitioner;
- (f) Death which occurs within fourteen (14) days following the diagnosis and confirmation of the Critical Illness.

DEFINITION

FORM NO:

In this Policy:

Age shall mean the Age of Life Assured at last birthday determined from the Commencement Date.

Applicant/Owner shall mean the person who owns this Policy and can exercise all rights, privileges and options available under this Policy subject to the Ownership Provisions.

Assessment Period shall mean the period during which We 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 twelve (12) months (provided all required evidence has been submitted).

Basic Sum Assured shall mean the amount of insurance coverage of Zurich 3asyCare when it is issued as shown in the Policy Information Page or as shown on Endorsement (as the case may be).

Commencement Date shall mean the date where the benefits begin under this Policy.

Critical Illness shall mean any of the illnesses defined in the Schedule of Critical Illness.

Disability shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

Due Date shall mean the date to pay. The Due Date will be the subsequent date following the Commencement Date, depending on the payment mode selected.

Endorsement shall mean an addendum to this Policy that changes the original policy provisions subject to its term and conditions and approved by Us.

Issue Date shall mean the the issuance date of the Policy.

Life Assured shall mean the person named as such in the Policy Information Page and on whose life the insurance is taken.

Maturity/Expiry Date shall mean the date as shown in the Policy Information Page or as shown on Endorsement (as the case may be) on which the coverage of the Life Assured under this Policy shall cease if not terminated earlier in accordance with the provision thereof.

Permanent shall mean expected to last throughout the lifetime of the Life Assured.

Permanent Neurological Deficit With Persisting Clinical Symptoms shall mean 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, localized 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.

Physician Or Medical Practitioner shall mean a registered Medical Practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice, but excluding a Physician or Medical Practitioner who is the Life Assured himself/herself, and the spouse or the immediate family member(s) of the Life Assured.

Policy shall mean the basic Policy, any Supplementary Contract and Endorsement which may be attached to it.

Policy Year shall mean one (1) year period from and including the Commencement Date (as stated in the Policy Information Page), or the one (1) year period from the anniversary date of the Policy.

Pre-Existing Illness shall be limited to illnesses which existed before the Commencement Date or effective date of change, whichever is later, and for which the Life Assured has reasonable knowledge of the illnesses. A Life Assured is considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- (a) The Life Assured had received or is receiving treatment; or
- (b) Medical advice, diagnosis, care or treatment has been recommended; or
- (c) Clear and distinct symptoms are or were evident; or
- (d) Its existence would have been apparent to a reasonable person in the circumstances.

Tax shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.

We, Us and Our shall refer to Zurich Life Insurance Malaysia Berhad.

Whenever the context is required in this Policy, masculine form shall apply to feminine and singular term shall include the plural.

SCHEDULE OF CRITICAL ILLNESS

1. 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) A history of typical chest pain;
- (b) 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
- (c) 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:

- (a) occurrence of an acute coronary syndrome including but not limited to unstable angina.
- (b) a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

2. 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 three (3) months applies.

For the above definition, the following are not covered:

- (a) Transient ischemic attacks
- (b) Cerebral symptoms due to migraine
- (c) Traumatic injury to brain tissue or blood vessels
- (d) Vascular disease affecting the eye or optic nerve or vestibular functions.

GENERAL PROVISION

FORM NO:

THE CONTRACT

This Policy is issued in consideration of the payment of premium as specified in the Policy Information Page and pursuant to:

- a) the answers given by Applicant/Owner or the Life Assured in the application/proposal form or any subsequent questionnaires given by Us on any matters relating to the proposal and any disclosures made by Applicant/Owner or Life Assured between the time of submission of the application/ proposal 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').

Such material information shall form part of this contract of insurance between Us and Applicant/Owner. 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.

If Applicant/Owner or Life Assured are required by Us, before the Policy is renewed or varied, to answer any questions or if Applicant/Owner or Life Assured are required to confirm or amend any matter previously disclosed by Applicant/Owner to Us in relation to this Policy, it is Applicant/Owner's duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

Applicant/Owner must inform Us of any change to the information given to Us in his/her answers or in respect of any matter previously disclosed to Us in relation to the Policy if such changes had taken place after Applicant/Owner has submitted the application for renewal/variation but before the Policy is renewed or varied.

INCONTESTABILITY AND MISREPRESENTATION

If this Policy has been in-force during the lifetime of the Life Assured for more than two (2) years from the Issue Date (as stated in the Policy Information Page), this Policy will not be contestable except for fraud.

In the event of fraud, We are at liberty to void the Policy and the total premiums paid shall be refunded to you, less any indebtedness.

If this Policy has been in-force during the lifetime of the Life Assured for two (2) years or less from the Issue Date (as stated in the Policy Information Page), We shall apply the remedies in Schedule 9 of the Financial Services Act 2013 accordingly in respect of the pre-contractual misrepresentation.

ALTERATION

The provisions of this Policy cannot be waived or altered by Us except by an Endorsement to the Policy and signed by Our authorized personnel.

MODIFICATION

All statements made by the Applicant/Owner in the application form or similar to it cannot be waived or modified except by an Endorsement to the Policy and to be agreed and signed by Our authorized personnel.

NOTICE

Every notice or communication to Us shall be in writing and sent to Us. Any notices, requests, instructions or correspondences to be given by Us shall be sent by post, electronic means or any other methods deemed practicable to the Applicant/Owner and such communication shall be conclusively deemed to have been received by the Applicant/Owner.

CHANGES TO THE POLICY

We can make any changes to any Provision in the Policy as We may deem fit and appropriate which may be required as a result of any introduction of new laws, regulations, rules and or due to the amendments or revision to the same, including but not limited to taxation laws. In all cases, We shall reserve the rights to decide whether the changes are necessary.

AGE AND SEX

This Policy is issued at the Age shown in the Policy Information Page, which is the Life Assured's Age at last birthday. If the Age or sex was misstated in the application form, the benefits or premium will be adjusted according to the Policy which had been purchased based on the true Age or sex.

PROOF OF AGE

Where the Life Assured's Age has not been verified, We may require proof of Age of the Life Assured before the payment of benefits under this Policy.

DEDUCTION FROM PROCEEDS

Any indebtedness on this Policy will be deducted by Us from any payment or proceeds under this Policy at the time of settlement.

CURRENCY AND PLACE OF PAYMENT

All amounts payable either to Us or by Us will be in Malaysian Ringgit and at Our office shown in the Policy Information Page or any payment channel which has been approved by Us.

NOMINATION UNDER PARAGRAPH 5 OF SCHEDULE 10 OF THE FINANCIAL SERVICES ACT 2013

Where the nominee of the Policy is the spouse, child or parent (when there is no spouse or child living at the time of nomination) of the Applicant/Owner, other than a Muslim Applicant/Owner, a trust is created in favour of the nominee for the policy moneys payable upon death of the Applicant/Owner. The Applicant/Owner may by completing the Trustee Nomination Form appoint trustee(s) of the policy moneys payable under this Policy.

Notwithstanding the provisions contained in the Ownership Provisions to the contrary, the Applicant/Owner shall not deal with the Policy by revoking a nomination, by varying or surrendering the Policy, or by assigning or pledging the Policy as security, without written consent of the trustee(s) or the assignee (as the case may be).

Payment of benefit will be made in accordance to the Financial Services Act 2013.

TAX PROVISION

All premium and fees payable under this policy contract may be subject to Tax. If Tax is imposed, it will be stated in the invoice and We reserve the right to claim or collect the Tax from the Applicant/Owner in addition to the premium and/or fees payable under this Policy.

SAMPLE

INFORMATION AND TERMS AND CONDITIONS RELATING TO INTERNATIONAL AUTOMATIC EXCHANGE OF INFORMATION FOR TAX PURPOSES AND CUSTOMER TAX COMPLIANCE

In connection with legal and regulatory requirements regarding the international exchange of information for tax purposes, including the U.S. Foreign Account Tax Compliance Act (FATCA) and laws and regulations related thereto, We are required to apply certain due diligence procedures to identify the tax residency or tax residencies of certain persons related to the policy. In order to comply with this obligation, the Applicant/Owner and any person entitled to access the cash value, change the beneficiary or perform certain other actions with respect to the policy as described by law (together in this Clause, to be referred to as "Applicant/Owner") must at Our request provide Us with an accurate self-certification regarding the jurisdiction or jurisdictions in which the Applicant/Owner is a tax resident and, if applicable, respond to Our request for documentary evidence and a taxpayer identification number or equivalent as is requested under the relevant regulation.

In accordance with applicable law, We will periodically report certain information about Applicant/Owners, including name and address, date of birth, place of birth and financial details relating to the policy to the appropriate tax authority/ies or other authority/ies designated by law.

If the Applicant/Owner moves to another country and/or if the tax residency of any Applicant/Owner changes or differs from the information provided in a self-certification of tax residency or in documentation provided in connection with the policy, the Applicant/Owner providing that self-certification or documentation must give Us written notice prior to such change but no later than within THIRTY (30) DAYS OR SUCH LESSER NUMBER OF DAYS AS REQUIRED BY LAW of such change.

Please note that should you move to another country you may no longer be eligible to make payments into your policy or to make any investment decision relating to your policy. The local laws and regulations of the jurisdiction to which you move may affect Our ability to continue to service your policy in accordance with its terms and conditions. Therefore, We reserve all rights to take any steps that We deem appropriate, including the right to cancel or terminate the policy WITH IMMEDIATE EFFECT OR WITH A NOTICE PERIOD OF THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW.

If this policy is transferred/assigned to a new Applicant/Owner or a new Applicant/Owner is added to the policy, the original Applicant/Owner must give Us prior written notice of such change to the policy. Each new or additional Applicant/Owner must PROMPTLY OR WITH THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW respond to Our request for an accurate self-certification regarding the jurisdiction or jurisdictions in which the new/additional Applicant/Owner is a tax resident, and respond to Our request for documentary evidence and a taxpayer identification number or equivalent. In addition to the actions described herein, failure to provide Us with such notice or provide Us the full requested information may impair the rights of the Applicant/Owner under the policy or result in the termination of the policy.

We execute payments under the policy such as payments due to maturity of the policy, partial or full surrender, or policy loans only to the Applicant/Owner or beneficiary indicated in the relevant contractual document. These payments can only be made by wire transfer and to a bank account in the name of such Applicant/Owner or beneficiary located in the same jurisdiction as the Applicant/Owner's or, as applicable, the beneficiary's (tax) residency. An exception to these restrictions may be granted at Our sole discretion and after evaluation of the facts and circumstances. Under no circumstances We will execute any policy related cash payments to US residents.

At Our request and based upon an indication that the most recent self-certification or tax residency is required respectively may no longer be reliable or accurate, an Applicant/Owner must PROMPTLY OR WITH THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW provide a new self-certification and other supporting documentation as requested by Us.

We reserve all rights to take any steps that We deem appropriate, including the right not to execute payment instructions until We have received all information and documentation to Our satisfaction, or to cancel the policy, WITH IMMEDIATE EFFECT OR WITH A NOTICE PERIOD OF THE MINIMUM NUMBER OF DAYS PERMITTED BY LAW, in the event that We discover that an Applicant/Owner and/or beneficiary provided an incorrect self-certification, that any other information or documentation provided in connection with identification and due diligence procedures is inaccurate or incomplete or an Applicant/Owner did not provide Us with a self-certification or other information as requested by Us within the response time set out in Our request.

Failure to fully respond to Our request within the time period allowed may result in the reporting of information about the Applicant/Owner to the appropriate tax authority or other authorities.

We do not provide any tax advice. Any information relating to applicable tax laws and regulations is of a general nature only. This policy is designed for Applicant/Owners who are resident in Malaysia. If you decide to live outside of Malaysia after this policy has been issued, and if you have questions or wish to receive additional information with respect to any of the provisions set forth above We recommend you obtain independent advice.

We reject any responsibility or liability whatsoever for any adverse tax consequences that may arise in respect of your policy and/ or any payments made under your policy as a result of you changing the country of residency.

Your insurance contract has been concluded based on the legal and regulatory requirements in-force and applicable at the time of conclusion. Should the mandatory legal and regulatory requirements applicable to this policy change, in particular if you change your country of residency, and as a consequence We are not able to continue performing the contract without potential material adverse effect to Us, to meet the changed legal and regulatory requirements We are entitled to modify the contractual terms and conditions as We deem appropriate at Our own discretion and without your consent, or to terminate the policy.

We will inform you whenever reasonably possible in advance about the changes in the contractual terms and conditions. In the case of termination of the policy, We will send you a termination notice and the contract will terminate in accordance with the termination notice.

We reject any responsibility or liability whatsoever for any cost incurred by, or liability imposed on, an Applicant/Owner as a result of Our good faith efforts to comply with requirements regarding the identification, due diligence or reporting of information relating to Applicant/Owner for tax purposes.

SANCTIONS

All financial transactions are subject to compliance with applicable trade or economic sanctions laws and regulations. We will not provide you with any services or benefits including but not limited to acceptance of premium payments, claim payments and other reimbursements, if in doing so We violate applicable trade sanctions laws and regulations.

We may terminate the policy if We consider you or your directors or officers as sanctioned persons, or you conduct an activity which is sanctioned, according to trade or economic sanctions laws and regulations.

GOVERNING LAW

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

FREE-LOOK PERIOD

The Applicant/Owner shall have the right to cancel the Policy by giving written notice within fifteen (15) days after the delivery of this Policy. Upon cancellation, We shall immediately refund the total premiums paid, less any indebtedness.

TERMINATION

This Policy shall automatically terminate upon any of the following events, whichever may occur first:

- (a) On the death of the Life Assured; or
- (b) If any premium on this Policy remains unpaid at the end of the Grace Period; or
- (c) Upon the Maturity Date/ Expiry Date of this Policy; or
- (d) Upon full claim on diagnosis of Critical Illness; or
- (e) When a written request for termination of this Policy is submitted to Us.

The payment or acceptance of any premium hereunder subsequent to the termination of this Policy shall not create any liability but We shall refund any such premium without interest.

OWNERSHIP PROVISION

FORM NO:

OWNERSHIP

The Owner of this Policy is the Applicant/Owner as shown on this Policy Information Page unless subsequently changed. Only the Applicant/Owner can, during the Life Assured's lifetime, exercise all rights, privileges and options provided under this Policy subject to any assignee's and trustee's rights. In the event of the Applicant/Owner's death, such rights, privileges and options shall vest in the legal representative of the Applicant/Owner if any.

THE NOMINEE

The nominee is as stated by Applicant/Owner in the nomination form unless subsequently changed or revoked as provided for under the Revocation of Nomination clause. The interest of any nominee who predeceases the Life Assured shall vest in the Owner unless it is specifically stated otherwise.

REVOCAION OF NOMINATION

During the lifetime of the Life Assured and while the Policy is in-force, the Owner may revoke the nominee of this Policy, by written notice and completing the appropriate form to Us, except where the nominee is the spouse, child or parent (when there is no spouse or child living at the time of nomination) of the Owner. For such nomination, where a trust is created, or where trustee(s) is appointed, written consent of the trustee(s) is required for revocation of nomination.

A revocation or any subsequent nomination shall be effective only if recorded by Us. When the nominee is changed, it will be deemed effective as of the date the notice is signed whether or not the Life Assured is living at the time of such recording.

SAMPLE

PREMIUM PROVISION

FORM NO:

PAYMENT OF PREMIUMS AND GRACE PERIOD

Premium and Currency

All premium that should be made under this Policy are to be paid to Us on or before the Due Date in the currency and amount as stated on this Policy Information Page or Endorsement which include payment by electronic means.

The premium is not guaranteed and is calculated based on the Life Assured's attained age at each Policy anniversary. We shall have the right to revise the premium at the start of any Policy Year, provided that we notify the Applicant/Owner at least thirty (30) days in advance.

Change of Premium Frequency

Subject to Our minimum premium requirements, all requests for change in frequency of premium payment shall only take effect upon approval from Us. Premiums may be paid annually, semi-annually, quarterly or monthly basis.

Grace Period

A grace period of thirty one (31) days shall be allowed, from the date premiums are due, in order for this Policy to remain in-force. If any claim should arise within this period, the outstanding premium shall be deducted from the claims payable. If any premium remains unpaid at the end of its Grace Period, the Policy shall lapse.

SAMPLE