

BASIC POLICY

TokioMarine-Perlindungan Hero

BASIC DEFINITIONS

In this Policy document, unless the context requires otherwise:

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| “Age” | Refers to age next birthday. |
| “Annexure(s)” | The Annexure(s), if any, annexed to this Policy. |
| “Assignment” | A transfer of ownership and / or the benefits under this Policy to any person or corporation. |
| “Basic Policy” | The Basic Policy described in this Policy document. |
| “Basic Premium” | The Premium as stated in the Policy Schedule. |
| “Basic Sum Assured” | The Sum Assured as stated in the Policy Schedule. |
| “Benefit(s)” | The benefit(s) payable pursuant to this Policy as stated in the Policy Schedule and/or the Annexure(s). |
| “Competent” | A person who has attained eighteen (18) years of age and is of sound mind. |
| “Coverage Term” | The term stated as Coverage Term in the Policy Schedule. |
| “Date of Commencement” | The date the insurance coverage under the Policy commences as stated in the Policy Schedule. |
| “Due Date” | The date for payment of premiums as stated in the Policy Schedule. |
| “Endorsement(s)” | Variations to this Policy signed by Our duly authorised representative(s). |
| “Date of Expiry” | The date where the insurance coverage ends as stated in the Policy Schedule. |
| “Issue Date” | The date this Policy is issued as stated in the Policy Schedule. |
| “Life Assured” | The person whose life is insured under this Policy and named as such in the Policy Schedule. |
| “Non-Participating” | A policy that does not participate in the Profits of Our life insurance business. |
| “Nominee” | The person(s) who has/have been nominated by the Policy Owner to receive the policy moneys payable under this Policy upon the death of the Policy Owner. |
| “Policy” or “The Policy” | <p>This Policy document and all the following documents:</p> <ul style="list-style-type: none">• the Policy Schedule and Supplementary Schedule;• any Supplementary Insurance in the form of Annexures;• any Endorsement(s) signed by Our duly authorized representative(s);• individual application forms;• statements to Our medical examiners;• any questionnaires; and• any other documents submitted to Us in the proposal for the Policy that We may rely on; |

The benefit(s) payable under eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Tokio Marine Life Insurance Malaysia Bhd. or PIDM (visit www.pidm.gov.my).

all of which documents form the entire contract between You and Us.

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|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Policy Anniversary” | The same date each year as the Date of Commencement. |
| “Policy Owner / Proposer” | The owner of this Policy who is named in the Policy Schedule. If the Life Assured and the Policy Owner is the same person, the Policy Owner is the person named under Life Assured in the Policy Schedule. |
| “Policy Schedule” | The Policy Schedule annexed to this Policy document. |
| “Policy Year” | Each period of twelve (12) months beginning from the Date of Commencement. |
| “Proposal” | Your request for insurance under this Policy. |
| “Reinstatement Date” | The date We approve Your application for reinstatement. |
| “Supplementary Benefits /Riders” | The supplementary contract, if any, annexed to this Policy document as an Annexure and as stated in the Supplementary Schedule. |
| “Total Premium” | The sum amount of Premium as stated in Policy Schedule or any subsequent Endorsement(s) and any Additional Premiums as stated in Supplementary Schedule. |
| “We / Us / Our” | Tokio Marine Life Insurance Malaysia Bhd and its lawful assigns and successors in title. |
| “You / Your” | The owner of this Policy as named in the Policy Schedule and includes the person to whom ownership of this Policy has been transferred to. |

POLICY PROVISIONS**1. BRIEF POLICY DESCRIPTION**

- 1.1. This is a Non-Participating life insurance policy which provides coverage for the Life Assured's death.

2. PREMIUM**2.1. Premium Rates**

The Basic Premium rate is level throughout the Coverage Term for this Policy, However, the rate is not guaranteed and We reserve the right to revise the renewal premium by giving You a ninety (90) days' notice in advance. The revised premium will be effective upon next policy anniversary.

2.2. Payment of Premium

- 2.2.1. The Basic Premium amount payable and the frequency of such payment is stated in the Policy Schedule. The first Basic Premium amount shall be paid before the Date of Commencement stated in the Policy Schedule and the subsequent Basic Premium amounts must be paid on or before each Basic Premium Due Date.

- 2.2.2. The Basic Premium is payable for the Premium Payable Period, as stated in the Policy Schedule.

3. BENEFITS**3.1. Death Benefit**

- 3.1.1. While the Life Assured's insurance cover is still in force, and if the Life Assured dies, one hundred percent (100%) of the Basic Sum Assured will be payable.

- 3.1.2. The amount payable under Clause 3.1.1 shall be further subject to the following percentage, according to the Age of the Life Assured at the time of death:

| Age at Death | Percentage of Amount Paid under Clause 3.1.1 |
|--------------------------------|----------------------------------------------|
| One (1) year old | 20.00% |
| Two (2) years old | 40.00% |
| Three (3) years old | 60.00% |
| Four (4) years old | 80.00% |
| Five (5) years old and onwards | 100.00% |

3.2. Exclusion

The Death Benefit will not be payable if the Life Assured's death is caused by suicide (while sane or insane) within one (1) year from the Issue Date or Reinstatement Date of the Policy, whichever is later. This Policy shall become void and We shall return the total Basic Premium paid without interest.

4. POLICY OWNER'S OPTIONS**4.1. Change of Payment Method and Frequency**

While the Policy is in force, You may at any time, subject to Our approval, change the frequency of Your Premium payment to allowable frequency by giving Us written notice.

4.2. Surrendering this Policy

While this Policy is in force, You may surrender this Policy at any time by giving Us written notice. Your Policy will remain in force until your next premium Due Date. No surrender value will be payable under this Policy.

5. GRACE PERIOD

You have a thirty (30) days' Grace Period from the Premium Due Date to pay Your Total Premium, during which period Your Policy shall remain in force.

6. REINSTATEMENT

If this Policy lapses, You can apply to reinstate it at any time within twelve (12) months from the date of termination. The reinstatement will be subject to Our approval and the following conditions:

- (a) Payment of all overdue Premium;
- (b) Satisfactory evidence of the Life Assured's health and insurability at his own expense (if applicable).

7. GENERAL CONDITIONS

7.1. The Contract

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

- (a) the answers You and/or the Life Assured have given in the Proposal form or any subsequent questionnaires given by Us on any matters relating to the Policy;
- (b) the disclosures which You and/or the Life Assured have made from the time of submitting the Proposal form until the Issue Date; and
- (c) the answers and/or disclosures You and/or the Life Assured have given in any medical reports or any other reports and questionnaires.

7.2. Indisputability

Except for fraud, We will not dispute the validity of the Policy if it has been in force for more than two (2) years from the Date of Commencement.

7.3. Residence, Travel and Occupation

Unless otherwise excluded, there are no restrictions on the Life Assured in respect of residence, travel or occupation.

7.4. Misstatement of Age

- (a) The age stated in the Policy Schedule is the age of the Life Assured that is declared in the Proposal form.
- (b) If the age of the Life Assured has been misstated, the following rules shall apply:
 - (i) If the provided age is greater than the actual age, We may, either vary the Basic Sum Assured in proportion to the amount which would have become payable or reduce the premium to the amount that would have been payable based on the Life Assured's actual age and repay the excess amount paid (if any) less any Cash Value paid and/or vary the period of coverage.
 - (ii) If the provided age is lesser than the actual age, We may vary the Basic Sum Assured in proportion to the amount which would have become payable based on the Life Assured's actual age and/ or vary the period of coverage.
- (c) If the Life Assured is not eligible for insurance at the correct age, the Policy shall be void and We will refund:
 - (i) the Total Premium paid without interest;
 - (ii) any charges and fees that have been deducted.
- (d) Unless previously verified and confirmed, We require proof of age of the Life Assured before any payment of Benefits.

7.5. Ownership of Policy

The owner of this Policy is shown in the Policy Schedule until changed. As the owner, only You can, during Life Assured's lifetime, exercise all rights, privileges and options provided under this Policy subject to the written consent of the trustee, if any.

7.6. Change of Ownership

While the Life Assured is living, and subject to Our approval, You may change the ownership of this Policy by an Assignment. Such change is effective only after We have received and registered the written notice of Assignment. We will not be responsible for the verification of the authenticity or validity of any Assignment.

7.7. Nomination

If You have attained the age of sixteen (16) years, You may nominate a natural person as Your Nominee to receive policy moneys payable upon Your death. We would advise You to nominate at least one (1) Nominee and to keep that Nominee informed of the nomination. You may make the nomination using Our Nomination Form.

Your nomination shall be revoked:

- (a) upon the death of the Nominee, or if there is more than one (1) Nominee, upon the death of all the Nominees, during Your lifetime;
- (b) by Your notice in writing to Us; or
- (c) by any subsequent nomination which You may make.

If You are a non-Muslim Policy Owner and You name Your spouse, child or parent (if You have no spouse or child living at the date of nominating Your parents), a trust of policy moneys payable upon Your death is created. The Nominee of the trust created shall receive the policy moneys payable upon Your death as beneficiary.

You are advised to appoint a trustee for the trust created. You cannot appoint Yourself as the trustee. You should keep the Nominee informed of the trustee appointed. Where there is no trustee appointed, the Nominee who is Competent shall be the trustee.

You must get the trustee's prior written consent if You want to:

- (a) change the trust nomination; or
- (b) vary, surrender, assign or pledge the Policy.

A Nominee other than a trust Nominee will only receive policy moneys payable upon Your death as an executor. If Your intention is for the Nominee to receive the policy moneys as beneficiary, You will have to assign Your Policy to the intended Nominee.

A Nominee who receives the policy moneys as an executor has to distribute the policy moneys in accordance with Your will or the law relating to the distribution of Your estate.

Please note that a claim by an assignee will have priority over a claim of a Nominee.

7.8. Alteration

No alteration or waiver of any provision in Your Policy shall be valid unless such variation or waiver is made by an Endorsement and signed by Our authorized person. We may request for Your Policy to be sent to Us to effect the Endorsement. No agent has the authority to make any alteration to or to waive any of the terms and conditions in Your Policy.

7.9. Claim Notification

The claimant must give written notice within sixty (60) days of the Life Assured's death to claim under this Policy. Proof of death and other documents satisfactory to Us must be given at the claimant's expense. Failure to give notice within this time will not invalidate the claim if it can be shown that it was not reasonably possible to give notice earlier and that notice was given as soon as reasonably possible.

7.10. Payment of Claim

Before any claim is paid out, We may require the submission of any legal documents establishing the claimant's right to receive payment. All payments are subject to deduction of any amount owed to Us.

7.11. Premium Deduction at Death (If Applicable)

We shall deduct any Premium due and undue up to the Policy Anniversary at the date of death for the full Policy Year from the proceeds payable under this Policy.

7.12. Applicable Law

Your Policy is governed by the laws of Malaysia.

7.13. Currency of Payment

All amounts payable either by You to Us or by Us pursuant to this Policy shall be made in the currency as shown in the Policy Schedule.

7.14. Cooling-Off Period

You may request to cancel the Policy by written notification to Us within fifteen (15) days after its delivery to You. We will refund to You the sum of:-

- (a) the Total Premium paid without interest; and
- (b) any charges and fees that have been deducted.

7.15. Termination

Your Policy will automatically terminate on the occurrence of any of the earliest event:

- (a) the Life Assured's death;
- (b) any other date on which the Life Assured ceases to be eligible for insurance; or
- (c) if the Policy becomes matured, terminated, lapsed or surrendered.

7.16. Notice

We shall deliver any notice or correspondence by electronic transmission to Your email address or through any of Our available channels, or to Your last known address in Our records.

You are to inform us if there is any change in Your contact details.

Any notice or other communication required to be given under this Policy shall be deemed to be delivered if:

- (a) in writing and delivered personally, on the date You receive it;
- (b) in writing and posted to You, after the seventh (7th) day of posting; or
- (c) if delivered by electronic transmission, on the date of transmission.

7.17. Consumption Tax

If any service tax, value added tax or any such similar tax (collectively referred to as "Consumption Tax") and any other duties, taxes, levies are imposed by a regulatory authority in connection with any supply of goods and/or services made under this Policy (including any riders), You will be responsible to pay such amount.

7.18. Severability

If any provision or part of the provision of this Policy shall be held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this Policy. However, the remainder of the provisions contained in this Policy shall remain in full force and effect.

7.19. Anti-Money Laundering and Counter Financing of Terrorism

Pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("the AMLA"), We have established an internal Anti-Money Laundering & Counter-Financing of Terrorism (AML/CFT) policy.

In line with the regulatory requirements, We will perform due diligence on all of Our customers and beneficial owner(s) including verification of identity and, where necessary, the source of funds and/or wealth. We may request additional information and documentation as part of the due diligence and verification process. The application to purchase a policy will not be processed or, an existing policy will be discontinued if the due diligence and verification requirements are not fulfilled.

Should We receive an enforcement order from the relevant authorities to freeze or seize the Policy, We are obligated to comply and take the necessary actions to freeze and/or, hand over the funds payable in respect of the Policy in accordance with the AMLA or relevant legislation. If We discover or have reasonable doubt that the Policy is being used as an instrument for money laundering activities and/or facilitating financing of terrorism, the Policy will be suspended and/or terminated.

7.20. Sanction Clause

If either the Policy Owner, Life Assured, beneficial owner, account holder or its related parties are or have become the subject of any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the applicable jurisdiction, the European Union, United Kingdom, United States of America, or any laws or regulations administered by any governmental, regulatory, or competent authority, or law enforcement in any country, that fact will constitute a material reason that invokes Our right to terminate this Policy. In such circumstances, We will report the information on this Policy to the relevant authorities in the respective jurisdiction, in accordance with the said laws and regulations.

In the circumstances described above, We will not be liable for any claim, benefit, or the payment of any other sums (including but not limited to the refund of premiums, surrender, or cancellation payments) in respect of the Policy. In addition, We shall have no liability whatsoever with respect to any loss, cost or damage suffered by either the Policy Owner, Life Assured, beneficial owner, or account holder as a result of Our handling of the circumstances described above.

7.21. Transfer of Ownership (for Juvenile Policies Only)

This provision applies to policies where the Life Assured is not yet twenty-one (21) years old and You are not the Life Assured.

Subject to Our discretion, You may appoint an eligible individual to be the Contingent Owner before the Life Assured attains the age of twenty-one (21) years old provided that:

- (a) The Contingent Owner has attained the age of twenty-one (21) years old; and
- (b) The Policy has not been assigned.

Individuals eligible to be the Contingent Owner are Your spouse, parents or siblings.

While this Policy is still in force, if You die before the Life Assured attains the age of twenty-one (21) years old, the ownership of this Policy and all rights, privileges and benefits under the Policy, shall pass to the Contingent Owner who shall hold the Policy on trust for the Life Assured. Any moneys paid to the Contingent Owner will be held on trust for the benefit of the Life Assured.

Notwithstanding the above, the Contingent Owner will not be entitled to surrender, assign, make a partial withdrawal or pledge the Policy as security.

When the Life Assured attains the age of twenty-one (21) years old, the ownership of this Policy will be automatically transferred to and be vested in the Life Assured. The Contingent Owner will then cease to be the legal owner and trustee of the Policy when the Life Assured attains the age of twenty-one (21) years old.

Subject to the terms and conditions of the Policy, there shall be no transfer of ownership or vesting of the Policy to the Life Assured if the Policy Owner survives the Life Assured attaining the age of twenty-one (21) years old.

If Your death occurs when the Life Assured attains the age of twenty-one (21) years old, the ownership of the Policy shall be automatically vested in the Life Assured as the legal owner of the Policy.

7.22. Condition Precedent

The fulfilment of and compliance with all terms and conditions herein shall be a condition precedent to Our liability under this Policy.

7.23. Acceptance of Instructions

We will only accept instructions, requests or notices when such forms, documents, information and consents as required by Us, are received by Us.