

## ANNEXURE IP i-Protect

### BENEFITS PROVISIONS

1. This is a non-participating yearly renewable term plan which is automatically renewed up to Maturity / Expiry Date as stated in the Policy Schedule.
2. While the Basic Policy is in-force and subject to the Insurance General Provisions, the terms and conditions as stated in the Basic Policy and / or the terms and conditions of the Endorsement(s) (as the case may be), We shall pay the following Benefit:

#### 2.1. CRITICAL ILLNESS BENEFIT

Upon receiving due proof of the diagnosis of any one of the specified Critical Illnesses defined below and approval of claim by Us, We shall pay the Basic Sum Assured for this Benefit (as specified in the Policy Schedule or in any subsequent Endorsement(s) issued by Us)

The aggregate Benefit payable under this contract and any other i-Protect and i-Protect Plus with Us shall not exceed RM500,000.00 per Life Assured.

The claim on Critical Illness is subject to the Critical Illnesses defined herein, provided:

- 2.1.1. the Life Assured survives beyond thirty (30) days (inclusive) of the date of diagnosis of the Critical Illness (as defined herein); and
- 2.1.2. We have received relevant medical reports deemed necessary by Us.

The diagnosis of the Critical Illness is to be done by a registered medical practitioner and supported by acceptable clinical, radiological, histological and laboratory evidence, to Our satisfaction.

Upon payment of Critical Illness Benefit, this Policy shall be terminated.

#### 3. DEFINITION OF CRITICAL ILLNESSES

The claim on Critical Illness shall be limited to only one Critical Illness defined below.

- 3.1. Cancer – of specified severity and does not cover very early cancers  
Any malignant tumour positively diagnosed with histological confirmation and characterized 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:

- 3.1.1. All cancers which are histologically classified as any of the following:
  - 3.1.1.1. Pre-malignant; or
  - 3.1.1.2. Non-invasive; or
  - 3.1.1.3. Carcinoma in situ; or
  - 3.1.1.4. Having borderline malignancy; or
  - 3.1.1.5. Having malignant potential.
- 3.1.2. All tumours of the prostate histologically classifies as T1N0M0 (TNM classification); or
- 3.1.3. All tumours of the thyroid histologically classifies as T1N0M0 (TNM classification); or
- 3.1.4. All tumours of the urinary bladder histologically classifies as T1N0M0 (TNM classification); or
- 3.1.5. Chronic Lymphocytic Leukemia less than RAI Stage 3; or
- 3.1.6. All cancers in the presence of HIV; or
- 3.1.7. Any skin cancer other than malignant melanoma.

- 3.2. Stroke – resulting in Permanent Neurological Deficit with Persisting Clinical Symptoms  
Death of brain tissue due to inadequate blood supply, bleeding within 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 ninety (90) days applies.

For the above definition, the following are not covered:

- 3.2.1. Transient ischemic attacks; or

- 3.2.2. Cerebral symptoms due to migraine; or
- 3.2.3. Traumatic injury to brain tissue or blood vessels; or
- 3.2.4. Vascular disease affecting the eye or optic nerve or vestibular functions.

3.3. 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:

- 3.3.1. A history of typical chest pain;
- 3.3.2. 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
- 3.3.3. 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:
  - 3.3.3.1. Cardiac Troponin T or Cardiac Troponin I  $\geq$  0.5ng/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:

- 3.3.4. occurrence of an acute coronary syndrome including but not limited to unstable angina; or
- 3.3.5. a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

4. **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 Illnesses must be supported by acceptable clinical, radiological, histological and laboratory evidence and confirmed by a registered medical practitioner. Though proof of the aforesaid Critical Illnesses may have been accepted by Us, We reserve the right to demand the Life Assured to allow himself / herself to be examined by registered medical practitioner(s) appointed by Us.

5. **EXCLUSIONS**

Certain risks are not covered. We shall not pay this Benefit if the Critical Illness is directly or indirectly, wholly or partly caused by one (1) of the following occurrences:-

- 5.1. Pre-Existing Illness; or
- 5.2. If the symptoms of Critical Illness have started or the diagnosis of the Critical Illness has been made within the Waiting Period as defined.
  - 5.2.1. A Waiting Period of sixty (60) days shall apply to the following categories of Critical Illnesses:
    - 5.2.1.1. Cancer – of Specified Severity and does not cover Very Early Cancers;
    - 5.2.1.2. Heart Attack – of Specified Severity.
  - 5.2.2. A Waiting Period of thirty (30) days shall apply to Stroke.
- 5.3. the second diagnosis of the same Critical Illness; or
- 5.4. a subsequent claim arose from the Critical Illness; or
- 5.5. any congenital defect or Disease, which occurred or was diagnosed before the Life Assured attains seventeen (17) years of age; or
- 5.6. from HIV or HIV related Illness or AIDS; or
- 5.7. from a self-inflicted injury or any threat to injure oneself whether sane or insane; or
- 5.8. while or because the Life Assured is under the influence of alcohol, narcotics, drugs (regardless it is prescribed by registered medical practitioner(s)) or poison or as a result of inhaling gas or fumes; or
- 5.9. participating in any illegal act, unlawful act, criminal act or brawl (whether provoked or not); or
- 5.10. participating in any hazardous pursuits inclusive but not limited to boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting; or
- 5.11. participating in any airborne activities other than as a fare paying passenger or a crew member of an aircraft operated by a commercial passenger airline and licensed for passenger service over a regular scheduled commercial route; or
- 5.12. from war, whether declared or undeclared.

## INSURANCE GENERAL PROVISIONS

### 1. GENERAL DEFINITIONS

Assessment Period	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 Policy	Shall mean the Policy contained herein excluding any Supplementary Contract(s).
Basic Sum Assured	The Sum Assured of the Basic Policy as stated in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Benefit	The Benefit payable by Us as specified in this Policy.
Commencement Date	The date from which the term of this Policy commences as stated in the Policy Schedule.
Endorsement(s)	Any modification(s) or variation(s) of the terms and conditions of the Policy that has been signed by Our authorised officer.
Expiry Date	The date on which the Policy expires as shown in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Irreversible	Shall mean cannot be reasonably improved upon by medical treatment and / or surgical procedures consistent with the current standard of the medical services available in Malaysia.
Issue Date	The date the Policy is issued.
Life Assured	The person whose life is covered under this Policy and as specified in the Policy Schedule.
Maturity Date	The date on which the Policy matures as shown in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Permanent	Permanent means 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, 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.
Policy	The entire Policy comprises the Basic Policy and all Supplementary Contracts incorporated (if any) in the Policy Schedule or any subsequent Endorsement(s) issued by Us.
Policy Anniversary	The anniversary of the Policy Commencement Date as shown on the Policy Schedule.
Policy Owner	The person who owns this Policy as stated in the Policy Schedule or any subsequent Endorsement(s) issued can exercise all rights, privileges and options available under this Policy.
Policy Schedule	The Policy Schedule attached to this Policy which states the Policy details.
Policy Year	A period of twelve (12) months commencing from the Commencement Date and, thereafter, each period of twelve (12) months from a Policy Anniversary date.
Pre-Existing Illness	Any illness of the Life Assured which existed prior to the Risk Commencement Date. Pre-Existing Illness shall mean disabilities that the Policy Owner/ Life Assured has reasonable knowledge of. A Policy Owner / Life Assured may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which: (a) the Life Assured is had or currently 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.
Risk Commencement Date	The effective date of coverage when the risk or coverage under this Policy commences as stated in the Policy Schedule or subsequent Endorsement(s) issued.
Waiting Period	Refers to the number of days between the Risk Commencement Date of the Policy and the symptoms of Critical Illness have started or the diagnosis of the Critical Illness has been made.
We / Us / Our(s)	FWD Insurance Berhad ( <i>formerly known as Gibraltar BSN Life Berhad</i> )
You / Your(s)	The Policy Owner, as specified in the Policy Schedule.

## 2. AGE AND GENDER

This Policy is issued for the age and gender of the Life Assured shown in the Policy Schedule. The age of the Life Assured is based on the date of birth stated in the application form.

If the age or gender of the Life Assured has been misstated, We may vary any benefits and / or charge the correct premium based on the actual age or gender.

We shall require proof of age of the Life Assured before payment of any benefits under this Policy.

## 3. ALTERATION

No alteration or waiver of any provision in the Policy shall be valid unless such variation or waiver is made by an Endorsement(s) by Us after providing You with a thirty (30) days prior notice and signed by Our authorised officer.

## 4. CANCELLATION WITHIN THE FIRST FIFTEEN (15) DAYS

If Your Policy has been issued and for any reason whatsoever, You decide not to take up the Policy, You may return the Policy to Us for cancellation provided such request for cancellation is received by Us within fifteen (15) days from the date of delivery of the Policy. Upon cancellation, You are entitled to the return of the premium paid, without interest. If You cancel the Policy after fifteen (15) days from the delivery date of the Policy, the Policy shall be terminated on the next premium due date without any refund of premium paid.

## 5. CASH VALUE

This Policy does not has any cash value.

## 6. CHANGES TO THE POLICY

We can make any changes, revisions or amendments to this Policy for reasons which may include introduction to new laws, rules, regulations, or any other relevant terms and conditions after providing You with thirty (30) days prior written notice of such changes required.

## 7. FREEDOM FROM RESTRICTION & TAX STATUS

**The Policy does not restrict You or the Life Assured's freedom in respect of travel or residence subsequent to the Commencement Date.** However, it is a condition of the Policy being issued that You or the Life Assured reside in Malaysia at the Commencement Date (as stated in the Policy Schedule). Should You or the Life Assured become resident in any country other than Malaysia, while this Policy is still in force during the Policy term, You or the Life Assured shall notify Us in writing. A change in residency may impact Our ability to continue to service the Policy in accordance with these terms and conditions.

Please seek independent financial and/or tax advice as to how a change in residence may affect Your tax circumstances. Notwithstanding any other clause in this Policy, if You or the Life Assured are or become a tax payer in another country that sets compliance requirements on foreign financial institutions (either through legislation, contract or otherwise), We shall comply with information requests made by governmental or regulatory bodies of these countries, withhold withholding tax, and/or terminate the Policy.

8. **GENERAL CLAUSE ON SANCTIONED LIST**

Notwithstanding any other provisions of this Policy, coverage shall only be granted insofar and so long as the provisions of this Policy are not in contradiction with the provisions of the sanctions adopted by the United States of America and / or resolutions by the United Nations Security Council (“UNSC”), that is directly applicable to the contracting parties.

This shall also apply to sanctions adopted by the United States of America and / or UNSC targeted on individuals, industries, government owned entities, financial institutions and other groups whereby customer due diligence is being conducted by Us to determine the nature of risk on all new and existing customers regularly, insofar as those are not in contradiction to the sanctions adopted by the United States of America and / or resolutions by UNSC and any other applicable provisions of UNSC adopted by the member countries that are subject to change from time to time.

If such contradiction occurs and is detected by Us at anytime inclusive of from the time of inception of this Policy until detection, the termination of this Policy shall take effect immediately and this Policy shall be declared void ab initio (from the beginning).

9. **GOVERNING LAW**

This Policy is governed by the laws of Malaysia and is subject to the jurisdiction of Malaysian courts.

10. **INCONTESTABLE**

We shall not contest the validity of this Policy where it has been in effect for a period of more than two (2) years from the Risk Commencement Date, on the ground that a statement was made or omitted which was inaccurate, false or misleading:

- 10.1. in the application for insurance; or
- 10.2. in report of a doctor, referee or any other person; or
- 10.3. in a document,

leading to the issuance of the Policy, unless:

- 10.4. such statement or omission was on a material matter (and /or fact); or
- 10.5. You suppressed a material fact, and it was fraudulently made or omitted by You or the Life Assured.

In the event the Policy is avoided under this clause, We shall refund the amount of premium paid without interest.

11. **MISREPRESENTATION / FRAUD**

If the application or declaration of the Life Assured is untrue in any respect or if any material fact affecting the risk is incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, Your Policy shall be invalidated. In the event the Policy is invalidated, We shall refund, without interest, the amount of premium paid without interest.

12. **NON-PARTICIPATING POLICY**

This Policy shall not participate in Our surplus earnings.

13. **NOTICE AND PROOF OF CLAIM**

- 13.1. You or Your representative must notify Us of a claim in writing within thirty (30) days from the event date. Failure to furnish such notice within this period shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.
- 13.2. You must submit proof of claim together with the relevant documents as specified by Us at Your own expense, within thirty (30) days after the date of notification. We may request for further medical reports or other supporting documents if required.

14. **OCCUPATION**

We shall not be liable under this Policy if the Life Assured, without Our written consent:

- 14.1. engage or is be employed in any occupation, business or pursuit which in Our opinion is more hazardous or involves greater risk to life or health compared to the occupation, business or pursuits made known to Us;

- 14.2. Upon entry, the Life Assured were not engaged or employed in any occupation, business or pursuit but subsequently became engaged or employed in an occupation, business or pursuit while this Policy is still in force and fail to give Us immediate notice in writing of the same.

15. **POLICY CONTRACT**

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

- 15.1. the answers given by You and / or the Life Assured in Your application form or any subsequent questionnaires given by Us on any matters relating to Your application and any disclosures made by You between the time of submission of Your application and the time this Policy is entered into; and  
15.2. medical reports and any other reports and questionnaires.

(collectively referred to as **“material information”**)

and such material information shall form part of this Policy between Us and You. However, in the event of any pre-contractual misrepresentation made by You in relation to such material information, depending on the nature and effect of such misrepresentations, We may either

- i. avoid this Policy and refuse all claims; or  
ii. avoid this Policy and refuse all claims but refund any premiums paid by You; or  
iii. treat this Policy as entered into or renewed on different terms; or  
iv. reduce the amount of claim payable.

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

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to the Policy if such changes take place after You have submitted the application for renewal / variation but before the Policy is renewed or varied.

16. **RENEWAL**

- 16.1. Your Policy is renewable on each Policy Anniversary upon full payment of premium. The coverage is guaranteed up to the Expiry Date as stated in Your Policy Schedule.  
16.2. The renewal premiums payable are non-guaranteed and may increase according to Your age at renewal. We reserve the right to revise the premium by giving You a thirty (30) days written notice.

17. **TAXES**

We shall charge You:

- 17.1. the applicable taxes incurred at the prevailing rate; and  
17.2. any other duties, taxes, levies or imposts whatsoever that may be introduced in the future under the **laws of Malaysia, (collectively referred to as the “Relevant Tax”)**,

in connection with any supply of goods and/or services made or deemed to be made under this Policy. Such Relevant Tax shall be paid in addition to the applicable premiums, fees, charges or other payments due and payable by You.

All provisions in this Policy in relation to premiums, fees, charges or other payments, where applicable, shall apply equally to the Relevant Tax when the Relevant Tax is imposed or revised.

18. **TERMINATION**

This Policy shall terminate in the following circumstances:

- 18.1. upon payment of Basic Sum Assured under this Policy Contract; or  
18.2. on the Maturity / Expiry Date as stated in the Policy Schedule subject to payment of renewal premium;  
or  
18.3. upon receipt of cancellation of this Policy; or  
18.4. as provided for in the Insurance General Provisions or Benefit Provisions,

whichever shall first occur.

## OWNERSHIP PROVISIONS

### 1. OWNERSHIP

You, the Policy Owner as specified on the Policy Schedule are the owner of this Policy subject to any subsequent Endorsement(s) issued from time to time on change of ownership. During the lifetime of the Life Assured, and subject always to any applicable law, only You have the right to exercise any right or privilege **in respect of this Policy subject to any assignee's and trustee's rights.**

## NOTICES AND CORRESPONDENCE

1. Save and except expressly provided for in this Policy, any notice, request, instruction or correspondence requested or permitted to be served under the Policy to You shall be made in writing to Your last known address which shall be inclusive of correspondence address or electronic mail address furnished by You to Us.
2. Any notice, request, instruction or correspondence given by Us in accordance with this Policy shall be sent by ordinary post or pre-paid registered post or delivered personally or transmitted using the electronic transmission to Your last known address or email address and shall be conclusively deemed to be duly delivered:
  - 2.1. in case of personal delivery, on the day of delivery; or
  - 2.2. in the case of ordinary post or pre-paid registered post, seven (7) days from the date of posting; or
  - 2.3. in case of electronic transmission, on the date of electronic transmission.
3. Without prejudice and notwithstanding to the provisions stated under paragraph 1 above, in the event any notice, request, instruction and / or correspondence is returned to Us for any reason whatsoever while We have made a maximum 3 attempts to deliver the same to You, We may at Our absolute sole discretion withhold any subsequent notice, request, instruction or correspondence until and unless We are being duly informed by You of Your latest correspondence and /or electronic addresses.



## PREMIUM PROVISIONS

1. **FREQUENCY OF PAYMENTS/CHANGE**

Subject to Our minimum premium requirements (if any), all requests for change in frequency of premium payment shall be in writing and shall only take effect upon approval from Us. Premiums may be paid annually/semi-annually/quarterly/monthly.

2. **PAYMENT OF PREMIUMS**

You may pay all premiums payable under this Policy to Us on or before the due date in the currency and amount as stated in Policy Schedule or any subsequent Endorsement(s) which includes payments by electronic means.

3. **DEFAULT**

After payment of the first premium, failure to pay the premium on or before the due date will represent a default in payment of premium.

4. **GRACE PERIOD**

A Grace Period of thirty-one (31) days from its due date (inclusive) will be allowed for payment of each premium due, during which period this Policy shall remain in force. If any premium remains unpaid at the end of the Grace Period, this Policy shall terminate.

5. **POSSIBLE DEDUCTIONS ON CLAIMS PAYMENT**

If there is a claim, any unpaid balance of the premiums due for the full Policy Year in which the claim event occurs shall be deducted from the benefits payable under this Policy.

\*This Policy is issued in dual languages, English and Malay. In the event of ambiguity and uncertainty, the English version shall prevail.