

ANNEXURE AB i-FlexCover



The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact FWD Insurance Berhad or PIDM (visit www.pidm.gov.my).

BENEFITS PROVISIONS

This is a non-participating yearly renewable term plan which is automatically renewed up to Maturity / Expiry Date as stated in the Policy Schedule.

While the Basic Policy is in force and subject always to the Insurance General Provisions, and the terms and conditions as stated in the Basic Policy or the Endorsement(s) (as the case may be), We shall pay the following benefits:

DEATH BENEFIT (NATURAL CAUSES)

Upon receipt of due proof of death of the Life Assured due to natural causes, We shall pay the 100% of Sum Assured as stated in the Policy Schedule or Endorsement(s) issued by Us, less any indebtedness.

Upon payment of Death Benefit, this Policy shall be terminated.

TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT (NATURAL CAUSES)

Upon receipt of due proof of TPD of the Life Assured due to natural causes, We shall pay the 100% of Sum Assured as stated in the Policy Schedule or Endorsement(s) issued by Us, less any indebtedness.

To be entitled to TPD Benefit:-

- (a) **Our medical practitioner(s) must be of the opinion that the Life Assured's Disability comes within the definition of TPD (as defined in Insurance General Provision); and**
- (b) the TPD must result directly from Sickness, Disease or Illness.

Upon payment of TPD Benefit, this Policy shall be terminated.

ACCIDENTAL DEATH BENEFIT

Upon receipt of due proof of death of the Life Assured due to Accidental Bodily Injury within thirty (30) days from the date of accident, We shall pay the amount of Accidental Death Benefit as stated in the Policy Schedule or Endorsement(s) issued by Us, less any indebtedness.

Upon payment of Accidental Death Benefit, this Policy shall be terminated.

If a single event triggers multiple accidental death claims, the accidental death benefit with the highest benefit amount will be payable.

ACCIDENTAL TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT

Upon receipt of due proof of TPD of the Life Assured due to Accidental Bodily Injury within thirty (30) days from the date of accident, We shall pay the amount of Accidental Total and Permanent Disability Benefit as stated in the Policy Schedule or Endorsement(s) issued by Us, less any indebtedness.

To be entitled to Accidental TPD Benefit:-

- (a) **Our medical practitioner(s) must be of the opinion that the Life Assured's Disability comes within the definition of TPD (as defined in Insurance General Provision); and**
- (b) the TPD must result directly from Accidental Bodily Injury.

Upon payment of Accidental Total and Permanent Disability Benefit, this Policy shall be terminated.

ACCIDENTAL DEATH BENEFIT DUE TO PUBLIC CONVEYANCE

Upon receipt of due proof of death of the Life Assured due to Accidental Bodily Injury when traveling in fare-paying public conveyance (bus, train, taxi, ferry, airplanes, and e-hailing transport e.g. Grab) within thirty (30) days from the date of accident, We shall pay the amount of Accidental Death Benefit due to Public Conveyance as stated in the Policy Schedule or Endorsement(s) issued by Us, less any indebtedness.

Upon payment of Accidental Death Benefit due to Public Conveyance, this Policy shall be terminated. If a single event triggers multiple accidental death claims, the accidental death benefit with the highest benefit amount will be payable.

ACCIDENTAL DEATH BENEFIT OUTSIDE MALAYSIA

Upon receipt of due proof of death of the Life Assured due to Accidental Bodily Injury when residing or travelling outside of Malaysia for not more than ninety (90) consecutive days, within thirty (30) days from the date of accident, We shall pay the amount of Accidental Death Benefit outside Malaysia as stated in the Policy Schedule or Endorsement(s) issued by Us, less any indebtedness.

Upon payment of Accidental Death Benefit outside Malaysia, this Policy shall be terminated.

If a single event triggers multiple accidental death claims, the accidental death benefit with the highest benefit amount will be payable.

ACCIDENTAL HOSPITAL INCOME BENEFIT

Upon receipt of due proof of hospitalisation of the Life Assured due to Accidental Bodily Injury within thirty (30) days from the date of accident, We shall pay the amount of Accidental Hospital Income Benefit as stated in the Policy Schedule or Endorsement(s) issued by Us, subject to lifetime limit of one hundred (100) days.

RISKS NOT COVERED

This Death Benefit is not payable if the death was caused directly or indirectly, wholly or partly, from any of the following occurrences:

- (a) Life Assured dies by hands of justice; or
- (b) Life Assured dies as a result of committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy; or
- (c) Life Assured commits suicide within 1 year from Risk Commencement Date or from the date the coverage is upgraded.

This TPD Benefit is not payable if the TPD was caused directly or indirectly, wholly or partly, from any of the following occurrences:

- (a) attempted suicide while sane or insane; or
- (b) self-inflicted injury while sane or insane; or
- (c) 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
- (d) participating in any hazardous pursuits inclusive but not limited to boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting, racing of any type other than on foot; or
- (e) 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
- (f) engaging in submarine or outer space voyage; or
- (g) engaging or performing duties in military, police, aeronautical, underwater or deep sea service; or
- (h) a Disease, Illness or accident which the Life Assured was suffering from or sustained or diagnosed before the Risk Commencement Date; or
- (i) committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy.

This Accidental Death Benefit is not payable if the accidental death was caused directly or indirectly, wholly or partly, from any of the following occurrences:

- (a) assault or murder; or
- (b) riot, civil commotion, strikes or terrorist activities; or
- (c) self-infliction/destruction or any attempt thereat while sane or insane; or
- (d) attempted suicide whether sane or insane; or
- (e) while or because the Life Assured is under the influence of alcohol, narcotic, drug (regardless it is prescribed by registered medical practitioner(s)) or poison or as a result of inhaling gas or fumes; or
- (f) pregnancy, childbirth, any form of miscarriage or complications thereof; or

- (g) pre-existing physical or mental infirmity; or
- (h) sicknesses, diseases or infections of any kind; or
- (i) bodily injury due to a gradual operating cause; or
- (j) war declared or undeclared; or
- (k) military, police, air or naval service in time of declared or undeclared war or while under orders for warlike operation or restoration of public order; or
- (l) participating in any criminal act or brawl; or
- (m) violation or attempted violation of the law relating to the resistance of arrest; or
- (n) making an arrest as an officer of the law; or
- (o) participating in any hazardous pursuits inclusive but not limited to boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting; or
- (p) participating in any airborne activities other than as a fare paying passenger or a crew member of an aircraft operated by an international airline and licensed for passenger service over a regular scheduled commercial route; or
- (q) participating in any form of racing other than on foot, any speed or endurance contest; or
- (r) engaging in submarine or outer space voyage; or
- (s) engaging or performing duties in military, police, air force, aeronautical, mining, petrochemical, construction, underwater or deep sea service; or
- (t) Life Assured is out of Malaysia for more than a period of ninety (90) days per trip (for Accidental Death Benefit outside Malaysia); or
- (u) an accident which the Life Assured was involved before the Risk Commencement Date of the Policy; or
- (v) committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy.

This Accidental TPD Benefit is not payable if the accidental TPD was caused directly or indirectly, wholly or partly, from any of the following occurrences:

- (a) assault or murder; or
- (b) riot, civil commotion, strikes or terrorist activities; or
- (c) self-infliction / destruction or any attempt thereof while sane or insane; or
- (d) attempted suicide whether sane or insane; or
- (e) while or because the Life Assured is under the influence of alcohol, narcotic, drugs (regardless it is prescribed by registered medical practitioner(s)) or poison or as a result of inhaling gas or fumes; or
- (f) pregnancy, childbirth, any form of miscarriage or complications thereof; or
- (g) pre-existing physical or mental infirmity; or
- (h) sicknesses, diseases or infections of any kind; or
- (i) bodily injury due to a gradual operating cause; or
- (j) war, declared or undeclared; or
- (k) military, police, air or naval service in time of declared or undeclared war or while under orders for warlike operation or restoration of public order; or
- (l) participating in any criminal act or brawl; or
- (m) violation or attempted violation of the law relating to the resistance of arrest; or
- (n) making an arrest as an officer of the law; or
- (o) participating in any hazardous pursuits inclusive but not limited to boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting; or
- (p) 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
- (q) participating in any form of racing other than on foot, any speed or endurance contest; or
- (r) engaging in submarine or outer space voyage; or
- (s) engaging or performing duties in military, police, air force, aeronautical, mining, petrochemical, construction, underwater or deep sea service; or
- (t) a Disease, Illness or accident which the Life Assured was suffering from or sustained or diagnosed before the Risk Commencement Date of Policy; or
- (u) committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy.

This Accidental Hospital Income Benefit is not payable if the accidental was caused directly or indirectly, wholly or partly, from any of the following occurrences:

- (a) assault or murder; or
- (b) riot, civil commotion, strikes or terrorist activities; or
- (c) self-infliction / destruction or any attempt thereof while sane or insane; or
- (d) attempted suicide whether sane or insane; or

- (e) while or because the Life Assured is under the influence of alcohol, narcotic, drugs (regardless it is prescribed by registered medical practitioner(s)) or poison or as a result of inhaling gas or fumes; or
- (f) pregnancy, childbirth, any form of miscarriage or complications thereof; or
- (g) pre-existing physical or mental infirmity; or
- (h) Sickness, Disease or infections of any kind; or
- (i) bodily injury due to a gradual operating cause; or
- (j) war, declared or undeclared; or
- (k) military, police, air or naval service in time of declared or undeclared war or while under orders for warlike operation or restoration of public order; or
- (l) participating in any criminal act or brawl; or
- (m) violation or attempted violation of the law relating to the resistance of arrest; or
- (n) making an arrest as an officer of the law; or
- (o) participating in any hazardous pursuits inclusive but not limited to boxing, skiing, wrestling, diving, mountaineering, rappelling, river rafting, rapid shooting; or
- (p) participating in any airborne activities other than as a fare paying passenger or a crew member of an aircraft operated by a commercial airline and licensed for passenger service over a regular scheduled commercial route; or
- (q) participating in any form of racing other than on foot, any speed or endurance contest; or
- (r) engaging in submarine or outer space voyage; or
- (s) engaging or performing duties in military, police, air force, aeronautical, mining, petrochemical, construction, underwater or deep sea service; or
- (t) a Sickness, Disease, Illness or accident which the Life Assured was suffering from or sustained or diagnosed before the Risk Commencement Date of the Policy; or
- (u) committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy.

INSURANCE GENERAL PROVISIONS

1. GENERAL DEFINITIONS

Accidental Bodily Injury	Injury resulted solely, directly and independently of all other causes from external, violent and accidental means with visible contusion or wound on the exterior of the body or internal injury or from accidental drowning revealed by autopsy.
Accidental Death	Death of the Life Assured due to Accidental Bodily Injury which takes place within thirty (30) days from the date of accident.
Basic Policy	Shall mean i-FlexCover.
Benefit	The Benefit payable by Us under this Policy and specified as such in the Policy.
Commencement Date	The date from which the term of this Policy commences or is deemed to have commenced as per request of the Policy Owner and does not mean the effective date of coverage of the Policy
Disability	A Sickness, Disease or Illness or the entire injuries arising out of a single or continuous series of causes.
Endorsement(s)	Any modification(s) or variation(s) of the terms and conditions of the Policy that has been signed by Our authorised officer.
Issue Date	The date on which the Policy was issued as shown in the Policy Schedule.
Life Assured	The person whose life is covered under this Policy and as specified in the Policy Schedule.
Maturity / Expiry Date	The date on which the Policy expires as shown in the Policy Schedule or Endorsement(s) issued by Us.
Policy	Represent the entire Policy comprising the Basic Policy inclusive of all supplementary contracts incorporated in the Policy Schedule or Endorsement(s) issued by Us.
Policy Anniversary	The anniversary of the Policy Commencement Date shown on the Policy Schedule.
Policy Owner	The person who owns this Policy and can exercise all rights, privileges and options available under this Policy.
Policy Schedule	The Policy Schedule annexed to this Policy, stating the details of the Policy.
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.
Risk Commencement Date	The effective date of coverage when the risk or coverage under this Policy commences as stated in the Policy Schedule or Endorsement(s) issued by Us.
Sum Assured	The Sum Assured as stated in the Policy Schedule or Endorsement(s) issued by Us.
Sickness, Disease or Illness	Sickness, Disease or Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.
Total and Permanent Disability (TPD)	(a) The Life Assured would be totally and permanently disabled if the Life Assured has been engaged in a work, occupation or profession and then is permanently unable to do or engage in any work, occupation or profession to earn or obtain any wages, compensation or profit due to the Disability. Such Disability must last for not less than six (6) continuous months in duration. TPD for this clause also includes the following:- (i) total and irrecoverable loss of sight of both eyes; or

	<ul style="list-style-type: none"> (ii) loss by complete severance of two (2) limbs at or above the wrist or ankle; or (iii) total and irrecoverable loss of sight of one (1) eye and loss by complete severance of one (1) limb at or above the wrist or ankle. <p>OR</p> <p>(b) If the Life Assured was not engaged in any work, occupation, or profession to earn or obtain any wages, compensation or profit prior to the Disability, the Life Assured would be totally and permanently disabled if the Life Assured is unable to ever perform at least four (4) out of the six (6) Activities of Daily Living as defined below without the assistance of another person, provided that such disability must last for not less than six (6) continuous months in duration:-</p> <ul style="list-style-type: none"> (i) Transfer - Getting in and out of a chair without requiring any 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. (vi) Eating - All tasks of getting food into the body once it has been prepared.
We / Us / Our(s)	FWD Insurance Berhad
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**

This Policy can only be amended, changed or waived by way of an Endorsement issued by Us. We may be required to make changes 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. engages or 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 was 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 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 ninety (90) days written notice.

17. **EXCLUSIONS**

Benefit will not be payable if:

- 17.1. the Life Assured dies by the hands of justice; or
- 17.2. the Life Assured dies as a result of committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy.

18. **SUICIDE**

If the Life Assured, whether sane or insane, commits suicide within one (1) year from the Risk Commencement Date or from date this policy was upgraded, whichever is later, We will not pay any Benefits under the Policy and the Policy shall terminate thereafter.

19. **TAXES**

We shall charge You:

- 19.1. the applicable taxes incurred at the prevailing rate; and
- 19.2. 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.

20. **TERMINATION**

This Policy shall terminate in the following circumstances:

- 20.1. upon death of the Life Assured; or
- 20.2. on the Maturity / Expiry Date as stated in the Policy Schedule subject to payment of renewal premium; or
- 20.3. upon receipt of cancellation of this Policy; or
- 20.4. at the end of Grace Period upon non-payment of premium; or
- 20.5. as provided for in the Benefit Provisions; or
- 20.6. as required under the laws of Malaysia; or
- 20.7. should the Life Assured engage or be employed in any occupation, business or pursuit as stated in the Occupation Clause. In such event, we shall then refund the premium paid, without interest, on a pro rata basis from the date the Life Assured engages in the more hazardous occupation, business or pursuit,

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 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.

Notwithstanding the aforesaid, if this Policy is still in force and if You die before the Life Assured, Your rights, privileges and options under this Policy shall vest in Your legal representative, if any.

If a contingent owner, is named in the proposal form for this Policy or Endorsement(s), he/ she shall become the owner of this Policy upon Your death. The contingent owner, on becoming the owner of this Policy, shall have all rights and privileges in respect of this Policy except for such rights or privileges relating to any coverage or benefit payable on the life or in respect of You personally.

2. ASSIGNMENT

You must ensure that any assignment You make of this Policy is valid, filed and registered with Us.

3. NOMINEE

Your nominee(s) as appearing in the Nomination form or any subsequent nominee elected by You, shall receive the death benefit in accordance to the provision of the Financial Services Act 2013 or any other applicable laws in Malaysia. You may change the nominee(s) at any time but Your request is subject to the provisions of the Financial Services Act 2013 or any other relevant statutory provisions.

If You are non-Muslim, Your nomination shall create a trust in favour of Your nominee(s) of the Death Benefit under this Policy, if

3.1. Your nominee is Your spouse or child; or

3.2. in case You do not have a living spouse or child at the time of Your nomination, Your nominee is Your parent.

If Your nominee is a person other than any of the above, We shall pay the Death Benefit to Your nominee in his or her capacity as the executor of Your estate as full discharge of Our obligations under this Policy.

If You are Muslim, Death Benefit under this Policy shall be paid to Your nominee in his or her capacity as the executor of Your estate as the discharge of Our obligations under this Policy.

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 the case of personal delivery, on the day of delivery;
 - 2.2. in the case of ordinary post or pre-paid registered post, seven (7) days from the date of posting;
 - 2.3. in the case of electronic transmission, on the date of electronic transmission.
3. Without prejudice and notwithstanding 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 the Policy Owner, We may at Our absolute sole discretion withhold any subsequent notice, request, instruction or correspondence until and unless We are being duly informed by the Policy Owner of his/her latest correspondence and/or electronic mail addresses.

PREMIUM PROVISIONS

1. **PAYMENT OF PREMIUMS**
You must pay all premiums payable under this Policy to Us on or before the premium due date in the currency and amount as stated in Policy Schedule or Endorsement(s) which includes payments by electronic means.
2. **DEFAULT**
After payment of the first premium, failure to pay a premium on or before its subsequent due date(s) will be a default in payment of premium.
3. **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.
4. **ON CLAIM**
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