

# **PRUloan protect**

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### **SCHEDULES**

- Policy Schedule

# **PRUloan protect**

*(Basic Policy)*

## **PART I – DEFINITIONS**

Unless otherwise required by the context, the following definitions shall control:

1. **“Company”** shall mean PRUDENTIAL ASSURANCE MALAYSIA BERHAD.
2. **“Master Policyholder”** shall mean UNITED OVERSEAS BANK (MALAYSIA) BERHAD.
3. **“Policy”** shall mean this agreement, any riders, addendums, proposal forms, endorsements therein or Insurance Certificate, any amendments thereto signed by the Company, the application attached hereto of the Master Policyholder and the individual applications for membership, statements from the Physicians, and questionnaires of the Insured Member constituting the entire contract between the parties.
4. **“Policy Effective Date”** shall mean the date from which the insurance plan under this Policy is operative.
5. **“Entry Date”** shall mean the date as specified in the Insurance Certificate and on which an Eligible Member becomes an Insured Member hereunder.
6. **“Eligible Members”** shall mean Members as specified in the Policy Schedule, who, having met the eligibility requirements set forth in Part II Section A of this Policy, are entitled to elect to participate in the insurance plan under this Policy.
7. **“Expiry Date”** shall mean the date as specified in the Insurance Certificate and on which insurance cover under the Policy shall cease for the Insured Member.
8. **“Insurance Certificate”** shall mean the Insurance Certificate issued by the Company to the Insured Member, which is more particularly described in Part V Section B.
9. **“Insured Member”** shall mean Eligible Members who, in accordance with the provisions of Part II Section B, are participating in the insurance plan under this Policy and in respect of whom Insurance Certificates have been issued.
10. **“Loan”** shall mean the loan taken by the Eligible Member from the Master Policyholder in relation to which an Eligible Member has applied for insurance under the Policy.
11. **“Other Disability Benefits”** shall mean the total benefits payable and paid in respect of an Insured Member under all other policies issued by the Company as a result of him

becoming totally and permanently disabled or suffering from total and permanent disability (howsoever these terms are defined in the said policies).

12. **“Other Terminal Illness Benefits”** shall mean the total benefits payable and paid in respect of an Insured Member under all other policies issued by the Company as a result of him suffering Terminal Illness.
13. **“Sum Insured”** shall mean the amount as set forth in Part III Section A of this Policy.
14. **“Applicable Sum Insured”** shall mean the amount as determined by the Company on a monthly reducing basis from the Sum Insured in the beginning of each year of the Policy in which the Insured Member dies, suffers Total and Permanent Disability or Terminal Illness in accordance with the provisions of this Policy.
15. **“Physician”** shall mean any medical practitioner registered with the Medical Council of the country to render medical or surgery services, but excluding a Physician who is the Insured Member himself or the spouse or a member of the Insured Member’s immediate family or related by blood or marriage or adoption to him.
16. **“Pre-existing Condition”** means any condition or disabilities that the Insured Member has reasonable knowledge of prior to the Entry Date. The Insured Member may be considered to have reasonable knowledge of a pre-existing condition where the disability, illness and/or condition is one for which:
  - (a) the Insured Member had received or is receiving treatment;
  - (b) medical advice, diagnosis, care or treatment has been recommended;
  - (c) clear and distinct symptoms are or were evident; or
  - (d) its existence would have been apparent to a reasonable person in the circumstances.
17. **“Terminal Illness”** shall mean the Insured Member is suffering from a condition, which in the opinion of a Physician is highly likely to lead to death within twelve (12) months and where the Insured Member must no longer be receiving active treatment other than that for pain relief.
18. **“Total and Permanent Disability”** shall mean:
  - (a) while aged eighteen (18) years but below the age of sixty-one (61) years, the Insured Member:
    - (i) becomes permanently and completely unable to engage in any occupation and is permanently and completely unable to perform any work for remuneration or profit;
    - (ii) totally and irrecoverably loses sight in both eyes;
    - (iii) totally and irrecoverably loses by severance one limb each at or above his wrist and ankle, or two limbs at or above his wrist or ankle; or
    - (iv) totally and irrecoverably loses sight in one eye and totally and irrecoverably loses by severance one limb at or above the wrist or ankle.

- (b) while aged sixty-one (61) years but below the age of seventy (70) years, the Insured Member receives confirmation by a Physician of the loss of independent existence lasting for a minimum period of six (6) consecutive months and resulting in a permanent inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent”, shall mean beyond the hope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

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

Such disability, as defined in Clause 19 (a) and 19 (b) above, must be permanent and must last for a minimum period of six (6) consecutive months.

19. A masculine personal pronoun as used herein includes the feminine, whenever the context requires.

## **PART II-MEMBERSHIP ELIGIBILITY, PARTICIPATION AND TERMINATION**

### **Section A – Eligibility**

1. Each Member shall be eligible for insurance under this Policy subject to the following Conditions:
  - (a) The Member is a natural person who has attained the age of twenty-two (22) years at next birthday but is not above the age of sixty-six (66) years at next birthday.
  - (b) The tenure of the Member's Loan with the Master Policyholder at Entry Date is at least 1 year and does not exceed 5 years.
  - (c) The Member's outstanding Loan with the Master Policyholder at Entry Date shall be no less than RM100,000.

### **Section B – Participation**

1. Each Eligible Member shall become an Insured Member on the Entry Date, provided that the application for membership in the form prescribed by the Company and satisfactory evidence of insurability has been submitted to the Company and coverage confirmed by the Company.
2. The Insured Member must undergo medical examination by any Physician appointed by the Company, if so required by the Company.
3. Insured Member whose insurance has been terminated and who re-apply for membership shall be considered as new Member.

### **Section C – Termination**

1. The insurance hereunder of any Insured Member shall automatically cease on the earliest of the following dates :
  - (a) the Expiry Date as stated in the Insured Member's Insurance Certificate;
  - (b) the anniversary of the Insured Member's Entry Date at which he attains the age of seventy-one (71) years at next birthday;
  - (c) the date on which the Insured Member dies;
  - (d) upon the full payment of the Applicable Sum Insured or the remaining Applicable Sum Insured whichever applies;
  - (e) upon the Company's receipt of instructions in writing from the Master Policyholder to terminate the insurance in respect of the Insured Member, subject always to any time period that may be stated in the instructions; or
  - (f) full settlement of the Loan by capital payment or if the Master Policyholder ceases to have any interest or rights in the Loan (pursuant to an assignment or whatsoever means) before the expiry of the original duration of the Loan.

## **PART III - BENEFIT PROVISIONS**

### **Section A – Sum Insured**

Each Insured Member shall be insured for a Sum Insured as specified in the Insurance Certificate or as the case may be, the Applicable Sum Insured.

### **Section B – Death Benefit**

1. Upon receipt of due proof of the death of any Insured Member in the form and manner specified by the Company, the Applicable Sum Insured or the remaining Applicable Sum Insured, whichever applies, in the month in which the Insured Member dies shall be payable in one lump sum by the Company, subject to the provisions of this Policy.
2. The remaining Applicable Sum Insured, if any, after paying the Terminal Illness and/or Total and Permanent Disability Benefit shall decrease on a monthly basis as determined by the Company. The decreased amount shall be payable, subject to the terms and conditions of this section, if the Insured Member who suffered Terminal Illness and/or Total and Permanent Disability, subsequently dies while the relevant Insurance Certificate is still subsisting.

The remaining Applicable Sum Insured shall mean the amount remaining, after deducting from the Applicable Sum Insured the total paid and/or is payable for Terminal Illness and/or Total and Permanent Disability.

### **Section C – Total and Permanent Disability Benefit**

1. If the Insured Member, who has been accepted for Total and Permanent Disability Benefit cover, suffers Total and Permanent Disability before attaining the age of seventy (70) years while insured hereunder and provided such disability has existed continuously for at least six (6) consecutive months or more, the Applicable Sum Insured in the month in which the Insured Member suffers Total and Permanent Disability shall be payable by the Company, subject to the provisions of this Policy.
  - (a) The Company shall calculate the aggregate amount of the total benefits payable under this section and Other Disability Benefits and shall pay the benefit under this section subject to such aggregate amount not exceeding RM4 million. The Company shall not pay any benefit under this section where the Other Disability Benefits payable already exceed RM4 million;
  - (b) Where the aggregate amount of the total benefit payable under this section and Other Disability Benefits is less than or amounts to RM1 million, the Company shall pay it in one lump sum;

- (c) Where the aggregate amount of the total benefit payable under this section and Other Disability Benefits exceeds RM1 million but is less than or amounts to RM4 million, the Company:
  - (i) shall make a lump sum payment of RM1 million, and
  - (ii) subject to proof of the Insured Member's continued Total and Permanent Disability, the balance of the benefits shall be payable on the first anniversary of the Insured Member's Total and Permanent Disability but where the Insured Member dies before the first anniversary of the Total and Permanent Disability, the Company shall pay the balance of the benefit payable upon death.
- 2. The remaining Applicable Sum Insured, if any, after paying the Terminal Illness Benefit, shall decrease on a monthly basis as determined by the Company. The decreased amount shall be payable, subject to the terms and conditions of this section, if the Insured Member who suffered Terminal Illness, subsequently suffers Total and Permanent Disability before the Expiry Date while the relevant Insurance Certificate is still subsisting. The remaining Applicable Sum Insured shall mean the amount remaining, after deducting the total paid and/or is payable for Terminal Illness from the Applicable Sum Insured.
- 3. The Company shall not pay the Total and Permanent Disability Benefit, or any part of it:
  - (a) Unless the Insured Member has suffered the Total and Permanent Disability for a minimum period of six months consecutively;
  - (b) Unless the Insured Member sends proof of his continued Total and Permanent Disability to the Company upon its request; and
  - (c) Unless the Insured Member undergoes medical examinations by a Physician appointed by the Company has appointed whenever the Company requests.
- 4. After submitting a notice of a claim, the Insured Member must undergo a medical examination carried out by a Physician appointed by the Company, as required by the Company. The payment of the Total and Permanent Disability Benefit (or any of its balance) shall be subject to proof of the Insured Member's continued disability. If such proof is not furnished or if the Insured Member shall refuse or fail to undergo any medical examination when required so to do, the Insured Member shall be deemed to have immediately ceased to be totally and permanently disabled and there shall be no further payments or balance payments for this Benefit.

#### **Section D – Terminal Illness Benefit**

- 1. If the Insured Member, who has been accepted for Terminal Illness Benefit cover, suffers from Terminal Illness while insured hereunder, the Company shall, during the lifetime of the Insured Member and to the provisions of this Policy, pay in one lump sum the Applicable Sum Insured if evidence proving such Terminal Illness is satisfactory to the

Company. Such evidence shall be in the form and manner specified by the Company which shall be at the Insured Member's own expense.

2. Notwithstanding any provision(s) to the contrary, the Terminal Illness Benefit shall not apply or be payable if the symptoms of the Terminal Illness is manifested prior to or within thirty (30) days of the Entry Date or the date of reinstatement of insurance coverage under the Policy, as the case may be.
3. Any Physician appointed by the Company shall be allowed to examine the Insured Member and to conduct such tests as deemed necessary by us in the manner as is required by us, and a failure or refusal of the Insured Member to be subjected to such examinations or tests shall entitle the Company to decline the claim hereunder.
4. The Company shall calculate the aggregate amount of the total benefits payable under this section and Other Terminal Illness Benefits and pay the benefit under this section subject to such aggregate amount not exceeding RM2 million. The Company shall not pay any benefit under this section where the Other Terminal Illness Benefits payable already exceed RM2 million.
5. The aggregate amount of the Terminal Illness Benefits payable in respect of an Insured Member shall in no event exceed Ringgit Malaysia Two Million (RM2,000,000.00) only;
6. The remaining Applicable Sum Insured, if any, after paying the Total and Permanent Disability Benefit shall decrease on a monthly basis as determined by the Company. The decreased amount shall be payable, subject to the terms and conditions of this section, if the Insured Member who suffered Total and Permanent Disability, subsequently suffers Terminal Illness while the relevant Insurance Certificate is still subsisting.  
The remaining Applicable Sum Insured shall mean the amount remaining, after deducting from the Applicable Sum Insured the total paid and/or is payable for Total and Permanent Disability.

#### **Section E – Exclusions**

1. The Death Benefit in Section B shall be a sum equal to the total premium paid in respect of such Insured Member without interest and no more in respect of the death of the Insured Member caused by or in connection with:
  - (a) suicide whether attempted/inflicted while sane or insane within one year from the Entry Date; or
  - (b) any Pre-existing Condition.
2. Total and Permanent Disability Benefit in Section C, shall not be payable in respect of any condition/ illness/ injury/ event which is directly or indirectly caused by or in connection with:
  - (a) any attempted suicide or self-inflicted injury whether attempted/ inflicted while sane or insane;

- (b) any travelling in an aircraft; other than as a pilot, member of the crew or fare paying passenger in a commercial aircraft licensed for passenger service on schedule flights over established routes only;
  - (c) any participation in any aerial sporting activities such as hang-gliding, ballooning, parachuting, sky-diving, bungee jumping and other such similar activities; or
  - (d) any Pre-existing Condition.
3. Terminal Illness Benefit in Section D shall not be payable in respect of any Terminal Illness caused directly or indirectly by:
- (a) attempted suicide or intentionally self-inflicted injury of the Insured Member while sane or insane; or
  - (b) alcoholism, alcohol, narcotics or drugs unless taken as prescribed by a Physician;
  - (c) mental disorders including but not restricted to Anorexia Nervosa, Anxiety, Depression, Mania, Neurosis, Paranoia, Psychosis and Schizophrenia; or
  - (d) any Pre-existing Condition.

#### **Section F – Examination**

The Company shall have the right to have a physician of its choice examine the Insured Member before the benefits are paid under this Policy and when and so often as it may reasonably require during the pendency of claim hereunder or to require the Insured Member to undergo a blood test including a test for HIV, as a condition precedent to the liability of the Company to make any payment. The Company shall also have the right and opportunity to call for an autopsy in case of death where it is not forbidden by law.

#### **Section G – Payment of Benefits**

1. Payment of benefits under this Policy shall first be applied to offset any indebtedness by the Insured Member to the Master Policyholder. Benefits in excess of the indebtedness or benefits when there is no indebtedness to the Master Policyholder shall be payable to the Insured Member if living, otherwise to the secondary beneficiary as designated by the Insured Member or to the estate of the Insured Member if there is no such secondary beneficiary or such secondary beneficiary pre-deceased the Insured Member.
2. Payment as provided by this Section shall release the Company of all liabilities under this Policy.

## **Section H – Surrender Value**

1. The Master Policyholder may surrender insurance coverage in respect of any Insured Member pursuant to the Policy before the Expiry Date stated in the Insurance Certificate by giving instructions in writing to the Company and returning the original of such Insurance Certificate to the Company.
2. Upon the surrender of any insurance coverage pursuant to the Policy, the Company shall pay the surrender value as determined by the Company.

## **PART IV – PREMIUM PROVISIONS**

### **Section A – Premium Payments**

1. Single Premium is payable in respect of each Insured Member on the Entry Date either to the Company or at Issuing Office or at its Head Office or to an authorized agent of the Company, based on the Premium Rates as specified in the Policy Schedule.

## **PART V – GENERAL PROVISIONS**

### **Section A – The Contract**

1. All statements made by the Master Policyholder, or by the Insured Member shall, in the absence of fraud, be deemed representations and not warranties. No statement shall be used by the Company to void this Policy or in defence to a claim under it, unless it is made in writing pursuant to an application for this Policy.
2. The rights of the Master Policyholder or any Insured Member or any beneficiary under the Policy shall not be affected by any provision other than those contained in this Policy.
3. No person except the authorized personnel from the Company is authorized to alter or amend this Policy, to accept premiums in arrears or to extend the period for payment of premium, to waive any notice or proof of claim required by this Policy, or to extend the date before which any such notice or proof must be submitted. No changes in this Policy shall be valid unless approved by the Company and the Master Policyholder and evidenced by endorsement hereon, or by amendment hereto signed by the Company and the Master Policyholder.
4. Neither party may assign, transfer or charge all or any of its rights or obligations under this Policy without the other party's prior written consent.
5. The Company may by giving written notice to the Master Policyholder, vary or amend the provisions in this Policy if such variation or amendment is necessary or required due to any law or regulation or by any regulatory authority or body.

## **Section B – Individual Certificates**

The Company shall issue and send to each Insured Member, an individual certificate certifying that the person so named has become an Insured Member under the Policy.

## **Section C – Data Required**

1. The Master Policyholder shall maintain a record with respect to each Insured Member under this Policy, showing the Insured Member's name, sex, age or date of birth, the Entry Date, amount of his insurance on the said Entry Date, the duration and dates of his installment repayment, the date the insurance shall expire and other pertinent information as may be necessary to carry out the terms of this Policy.
2. Clerical error in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated, but upon the discovery of such error, an equitable adjustment shall be made.
3. The Master Policyholder shall furnish the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to the Policy. All documents furnished to the Master Policyholder by any Insured Member in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times. This Clause 3 is subject to all laws and regulations binding on the Master Policyholder and/or the Company.

## **Section D – Misstatement**

1. If the age or date of birth or other relevant facts relating to an Insured Member shall be found to have been misstated and if such misstatement affects the scale of benefits or has anything to do with the terms and conditions of this Policy, the true age and facts shall be used in determining whether insurance is in force under the terms of this Policy and the benefits payable therefrom, and an equitable adjustment of premiums shall be made.
2. Where a misstatement of age or other relevant facts has caused a Member to be insured hereunder when he is otherwise ineligible for insurance, or where such statement has caused a Member to remain insured when he would otherwise be disqualified for further insurance in accordance with the terms and limitations of this Policy, his insurance shall be void and there shall be a return of premiums paid in respect of the Member, provided always that, where there is fraud on the part of the Master Policyholder or Insured Member, such premiums paid will not be returned.

## **Section E – Premium Rates**

1. The Company shall have the right to change the premium rates at any time provided written notice is given to the Master Policyholder thirty (30) days in advance.

2. Premium rate changes, if any, shall be made effective only on Insured Member who participates after written notice of change of premium has been given.

### **Section F – Applicable Law**

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the law of the country in which this Policy was issued.

### **Section G - Legal Proceedings**

No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of claim has been filed in accordance with the requirements of this Policy.

### **Section H – Incontestability**

Notwithstanding anything to the contrary stated heretofore in this Policy, this Policy shall be incontestable, except for non-payment of premium or for fraud, after it has been in force during his lifetime for two years from its Date of Issue or date of any reinstatement whichever is later. The original coverage on any Insured Member and any subsequent additional coverage shall be incontestable, except for nonpayment of premium or for fraud, after such Insured Member's coverage and any subsequent additional coverage have been in force during his lifetime for two years from the Entry Date of the original coverage and Entry Date of any subsequent additional coverage respectively.

### **Section I – Filing Proof of Loss**

It shall be a condition precedent to the liability of the Company to make payment of any benefit hereunder that satisfactory proof of loss must be furnished to the Company at its Issuing Office within ninety (90) days after the date of death, Total and Permanent Disability or the date of diagnosis of the Terminal Illness.

### **Section J – Policy Termination and Reinstatement**

1. This Policy may be terminated by either the Master Policyholder or the Company providing thirty (30) days prior written notice of termination to the other party before the date on which such termination shall become effective. In the event of such termination each Insured Member's coverage shall continue until the date of the expiration of the period for which premium payment is made on account of his insurance. Termination shall not affect any claims originating prior to the effective date of such termination.
2. After termination of the Policy, the Master Policyholder may apply for reinstatement which shall be subject to the written consent of the Company and to the terms and

conditions which the Company may impose including the payment of any premiums due and not paid together with interest at a rate to be decided upon by the Company.

**Section K – Nonparticipating Policy**

This Policy shall not participate in any surplus distribution of the Company.

**Section L – Free Look Period**

Insured Member is given a period of 30 days to review his policy. If he decides to cancel the coverage he must return the Insurance Certificate to the Company within 30 days from the date of delivery of the said certificate for cancellation. The premium will be refunded less any medical examination expenses incurred in accepting his proposal.

**PRULOAN PROTECT POLICY'S ENDORSEMENT**  
**(GROUP INSURANCE POLICY NO. PLC000)**

This Endorsement made on the 21<sup>st</sup> March 2014 is a supplement to PRUloan protect Policy (Group Insurance Policy No. PLC000) dated 22<sup>nd</sup> May 2013 (hereinafter referred to as "the Policy") between United Overseas Bank (Malaysia) Berhad (hereinafter referred to as "the Master Policyholder") and Prudential Assurance Malaysia Berhad (hereinafter referred to as "the Company"), and shall be deemed incorporated into the Policy. Save and except for the provisions as set out in this Endorsement, all other contents and terms in the Policy shall remain unchanged.

In the event of any discrepancy between the provisions of the Policy and the provisions of this Endorsement, the provisions of this Endorsement shall prevail for the purposes of interpretation and enforcement.

It is hereby noted and agreed that the Policy shall be amended as follows:

1. Section L – Free Look Period

1.1 To replace the words in this Section to:

The Insured Member(s) is given a Free Look Period of 30 days or such longer period as may be specified by Bank Negara Malaysia after the delivery of the Insurance Certificate, to review the Insurance Certificate. If the Insured Member(s) decides to cancel the coverage under the Insurance Certificate, the Insured Member(s) must notify the Master Policyholder and return the Insurance Certificate to the Company within the Free Look Period. The Insurance Certificate shall be deemed returned only if the Company receives it within the Free Look Period. The Company shall refund the premiums paid less any medical expenses incurred which the Company may have already paid or agreed to pay in respect of any medical examination of the Insured Member(s). This refund shall be paid to the Insured Member(s) if the Premium is not financed by the Master Policyholder. However, if the Premium is financed by the Master Policyholder, this refund shall be paid to the Master Policyholder.

It is hereby further agreed that the abovementioned amendments to the Policy shall take effect on the 21<sup>st</sup> March 2014.

**PRULOAN PROTECT POLICY'S ENDORSEMENT**  
**(GROUP INSURANCE POLICY NO. PLC000)**

This Endorsement made on the 1<sup>st</sup> June 2018 is a supplement to PRUloan protect Policy (Group Insurance Policy No. PLC000) dated 22<sup>nd</sup> May 2013 and the Endorsement made on 21<sup>st</sup> March 2014 (collectively referred to as "the Master Policy") between United Overseas Bank (Malaysia) Bhd ("the Master Policyholder") and Prudential Assurance Malaysia Berhad ("the Company"). This Endorsement shall be deemed incorporated into the Master Policy with effect from 1<sup>st</sup> June 2018. Save and except for the provisions as set out in this Endorsement, all other contents and terms in the Master Policy shall remain unchanged.

In the event of any discrepancy between the provisions of the Master Policy and the provisions of this Endorsement, the provisions of this Endorsement shall prevail for the purposes of interpretation and enforcement.

It is hereby noted and agreed that the Master Policy shall be amended as follows:

1. Part I of the Master Policy is amended by:

1.1 substituting for the definition of "Applicable Sum Insured" the following definition:

"14. **"Applicable Sum Insured"** shall mean the amount shown in the Insurance Certificate on a monthly reducing basis from the Sum Insured for Death Benefit shown in the Insured Member's Insurance Certificate, in the month in which that Insured Member dies, suffers Total and Permanent Disability or Terminal Illness in accordance with the provisions of this Policy.";

1.2 substituting for the definition of "Total and Permanent Disability" the following definition:

"18. **"Total and Permanent Disability"** shall mean:

- (a) while aged eighteen (18) years but below the age of sixty-one (61) years, the Insured Member:
  - (i) becomes permanently and completely unable to engage in any occupation and is permanently and completely unable to perform any work for remuneration or profit;
  - (ii) totally and irrecoverably loses sight in both eyes;
  - (iii) totally and irrecoverably loses by severance one limb each at or above his wrist and ankle, or two limbs at or above his wrist or ankle; or
  - (iv) totally and irrecoverably loses sight in one eye and totally and irrecoverably loses by severance one limb at or above the wrist or ankle;

or

- (b) while aged sixty-one (61) years but below the age of seventy (70) years, the Insured Member receives confirmation by a Physician of the loss of independent existence lasting for a minimum period of six (6) consecutive months and resulting in a permanent inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

The Activities of Daily Living are:

- (i) Transfer  
Getting in and out of a chair without requiring physical assistance.
- (ii) Mobility  
The ability to move from room to room without requiring any physical assistance.
- (iii) Continence

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

For all cases under (a) or (b) above, such disability must be permanent and must last for a minimum period of six (6) consecutive months.

For the purpose of the definition of "Total and Permanent Disability", the word "permanent", shall mean beyond the hope of recovery with current medical knowledge and technology.";

and

1.3 inserting after the definition "Total and Permanent Disability" the following definitions:

"18A. **"GST"** means:

- (a) goods and services tax;
- (b) value added tax;
- (c) consumption tax; or
- (d) any other tax, duty, charge or imposition of a similar nature by whatever name called;

which may be imposed or charged under the Goods and Services Tax Act 2014 or any other law and regulations, or rules, rulings or guides from the relevant authority, as amended, modified or revised from time to time under the Goods and Services Tax Act 2014 or any other law.

18B. **"We"/ "Us"/ "Our"** means Prudential Assurance Malaysia Berhad.

18C. The singular words will include the plural and vice-versa, whenever the context requires."

2. PART II of the Master Policy is amended by:

2.1 substituting for Section A paragraph 1 the following paragraph:

"1. Eligible Members shall be those who took up UOB loan facility and must be within eighteen (18) and sixty-six (66) years age next birthday (both ages inclusive) on the Entry Date.";

and

2.2 substituting for Section C paragraph 1 the following paragraph:

"1. The insurance hereunder of any Insured Member shall be terminated:

- (a) on the Expiry Date;
- (b) on the date on which the Insured Member dies;
- (c) when the Applicable Sum Insured or the remaining Applicable Sum Insured, whichever applies, is fully decreased as a result of admission of claim under the Insurance Certificate;
- (d) when the Insured Member's Insurance Certificate is surrendered; or
- (e) on the date when the Insured Member's Insurance Certificate or the Policy is terminated pursuant to Part V Section P;

whichever is earlier.”.

3. PART III of the Master Policy is amended by:

3.1 substituting for Section C paragraph 1 the following paragraph:

“1. If the Insured Member, who has been accepted for Total and Permanent Disability (“TPD”) Benefit cover, suffers TPD before the anniversary of the Entry Date on which the Insured Member is age seventy (70) years next birthday, while insured hereunder and provided such disability has existed continuously for at least six (6) consecutive months or more, the Applicable Sum Insured or the remaining Applicable Sum Insured, or the Sum Insured for TPD Benefit shown in the Insured Member’s Insurance Certificate, whichever is the lower amount in the month in which that Insured Member suffers Total and Permanent Disability, shall be payable by the Company, subject to the provisions of this Policy.

When the amount payable under the TPD Benefit:

- (a) is less than or amounts to RM1,000,000, We shall pay it in one lump sum; or
- (b) exceeds RM1,000,000, We shall pay:
  - (i) a lump sum payment of RM1,000,000; and
  - (ii) subject to proof of the Insured Member’s continued TPD, We shall pay the balance of the TPD Benefit due on the first anniversary of TPD of the Insured Member. However, if the Insured Member dies before the first anniversary of the TPD, We shall pay the balance of the TPD benefit to any entitled person(s).”;

3.2 substituting for Section D Paragraph 1 the following paragraph:

“1. If the Insured Member, who has been accepted for Terminal Illness Benefit cover, suffers from Terminal Illness while insured hereunder, the Company shall, during the lifetime of the Insured Member and to the provisions of this Policy, pay in one lump sum the Applicable Sum Insured, or the remaining Applicable Sum Insured, or the Sum Insured for Terminal Illness Benefit shown in the Insured Member’s Insurance Certificate Schedule, whichever is the lower amount in the month in which that Insured Member suffers from Terminal Illness, if evidence proving such Terminal Illness is satisfactory to the Company. Such evidence shall be in the form and manner specified by the Company which shall be at the Insured Member’s own expense.”;

3.3 substituting for Section E Paragraph 1 the following paragraph:

“1. The Death Benefit in Section B shall be a sum equal to the total premium paid in respect of such Insured Member without interest and no more in respect of the death of the Insured Member caused by or in connection with:

- (a) suicide whether attempted/inflicted while sane or insane; or
- (b) any Pre-existing Condition (unless specifically waived in the Insurance Certificate);

within one year from the Entry Date.”;

3.4 deleting the word “of Benefits” appearing at the end of the title of Section G, and substituting for paragraph under Section G the following paragraph:

“Payment of any monies under the Policy shall first be applied to offset any indebtedness by the Insured Member to the Master Policyholder. Monies payable in excess of the indebtedness or monies payable when there is no indebtedness to the Master Policyholder shall be payable to the Insured Member if living, otherwise to the person entitled to receive the same.”;

and

3.5 substituting for the words “decreased amount” appearing in Section B Paragraph 2, Section C Paragraph 2 and Section D Paragraph 6 the words “remaining Applicable Sum Insured”.

4. PART V of the Master Policy is amended by:

4.1 inserting after Section B Paragraph 2 (and before Section C) the following paragraph:

“If there is any inconsistency between the provisions of the Master Policy (referring to the Basic Policy between the Master Policyholder and Us, including the riders, addendums, endorsements, amendments signed by the Company therein) and Insurance Certificate, the provisions of the Master Policy shall apply.”;

4.2 substituting for Section D Paragraphs 1 and 2 the following paragraphs:

“1. If the age or date of birth relating to the Insured Member shall be found to have been misstated and if such misstatement affects the scale of benefits or has anything to do with the terms and conditions of the Policy, the true age shall be used in determining whether insurance is in force under the terms of the Policy and the benefits payable therefrom, and an equitable adjustment of benefits shall be made.”;

“2. Where a misstatement of age has caused a person to be insured hereunder when he is otherwise ineligible for insurance, or where such statement has caused a person to remain insured when he would otherwise be disqualified for further insurance in accordance with the terms and limitations of the Policy, his insurance shall be void and there shall be a return of premiums paid in respect of that person, provided always that, where there is fraud on the part of the Master Policyholder or that person, such premiums paid will not be returned.”;

4.3 substituting for paragraph under Section H the following paragraph:

“Notwithstanding anything to the contrary stated heretofore in the Insurance Certificate, the Insurance Certificate shall be incontestable, except for fraud, after it has been in force during the lifetime of the Insured Member for two (2) years from the Entry Date.”;

and

4.4 inserting after the paragraph under Section L the following paragraphs:

**“Section M – Proof of Age**

Proof of age is required before the payment of claim. The Insurance Certificate will state whether the age of the Insured Member has been admitted. If it has not been admitted, the Insured Member is required to send a photocopy of the Insured Member’s identity card or birth certificate to Us for Our record immediately.

## **Section N – Change of Address**

In order for Us to keep the Insured Member informed of important information, it is essential that the Insured Member informs Us of the Insured Member's latest correspondence address and all other contact details, as well as the latest address of the nominee(s) and trustee(s) (if any).

## **Section O – Goods and Services Tax**

Goods and Services Tax ("GST") may be imposed or increased, at any time on any of the premiums, charges or other payments due and payable for the Policy. If so, the Insured Member shall pay GST at the applicable prevailing rate.

## **Section P – Misrepresentation / Fraud**

1. If the Master Policyholder or the Insured Member's answer or statement or information provided before the Insurance Certificate was entered into, varied or renewed is found to be false or misleading, or if the Master Policyholder or the Insured Member has failed to disclose information as required, We have the right to void the Insurance Certificate or exercise any of the rights available to Us in Schedule 9 of the Financial Services Act 2013 or any other law that replaces this Act.
2. If any claim made by the Master Policyholder or the Insured Member is fraudulent or exaggerated, or any false declaration was made in support of such claim, We have the right to terminate this Policy or the Insured Member's Insurance Certificate (as the case maybe).

## **Section Q – Notices**

1. All notices must be in writing and shall be treated as served on the Master Policyholder if delivered or sent to or left at the Master Policyholder's business address or any other address the Master Policyholder gives Us in writing. Any notice sent by post shall be treated as a written notice and received three (3) days after it is posted, whether it has been received or not.
2. All notices must be in writing and shall be treated as served on the Insured Member if delivered or sent to or left at the Insured Member's latest correspondence address or any other address the Insured Member gives Us in writing. Any notice sent by post shall be treated as a written notice and received three (3) days after it is posted, whether it has been received or not.
3. We may give the Master Policyholder or the Insured Member notice by fax, e-mail, text message or any other method, if We feel the circumstances are appropriate. Any notice sent by fax shall be treated as a written notice and served when We get confirmation of the transmission. If notice is sent by e-mail or text message or any other method, it shall be treated as a written notice and served on the next business day after sending.
4. Regardless of anything We may say, all notices and/or claims must be served on Us in writing. They shall only be treated as served if personally delivered, or sent by registered post addressed to Our Head Office, or they are sent to Us in the form We decide and We actually received them. The Master Policy Number and the Insurance Certificate Number shown in the Insurance Certificate must be quoted in any notices and/or claims for them to be valid.

**Section R – Notice to all Insured Members  
(Ombudsman for Financial Services and Customer Services)**

1. Customer Service

We are committed to providing quality service to all Our customers. Please feel free to contact Our Customer Service representatives if you have any enquiries on the Policy. You can reach Us regarding your enquiry or complaint via phone at 03-2174 4899 during office hours, 8.30am - 5.15pm; Monday to Friday, or email to [customer.mys@prudential.com.my](mailto:customer.mys@prudential.com.my).

2. Consumer Awareness

Interested customers can refer to the relevant consumer education booklet used under the Consumer Education Programme or published materials in the insuranceinfo website at <http://www.insuranceinfo.com.my>.

BNMLINK and BNMTELELINK provide customer service on general enquiries and public complaints in matters related to the financial sector. Besides that, it also provides information on the regulatory aspects of insurance products and services. BNMLINK and BNMTELELINK can be contacted at the following address:

**BNMLINK**

(Walk-in Customer Service Centre)  
Ground Floor, D Block,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
Operating hours: 9.00am-5.00pm (Monday-Friday)

**BNMTELELINK**

Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O.Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

3. Ombudsman for Financial Services

The Ombudsman for Financial Services is set up to offer consumer protection to policyholders, and to resolve disputes over claims settlement between the insurance company and consumers/policyholders. Any policyholder who is not satisfied with the decision of the insurance company may write to the ombudsman at the following addresses:

Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block,  
Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: 03-2272 2811  
Fax: 03-2272 1577  
Website: [www.ofs.org.my](http://www.ofs.org.my)

4. Jabatan LINK & Pejabat Wilayah  
Jabatan LINK & Pejabat Wilayah in Bank Negara Malaysia oversees and monitors public complaints and inquires on insurance and insurance related matters. Jabatan LINK & Pejabat Wilayah can be contacted at the following address:

Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
Tingkat 13C  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 03-2698 8044  
Fax: 03-2693 4051”.