



## PERSONAL ACCIDENT INSURANCE POLICY (VITAL COVER – CRITICAL ILLNESS)

Whereas, the POLICYHOLDER named in the Schedule, representing the Insured and carrying on its business, operation or affiliation for the purpose of this insurance by Proposal and Declaration which shall be the basis of this contract, and which are deemed to be incorporated herein, has applied for insurance coverage of the Insured with MALAYAN INSURANCE COMPANY, INC. (hereinafter called the COMPANY).

Coverage under any of the Sections provided in this Policy shall not apply if such coverage is not specifically reflected in the Policy Schedule.

**In Witness Whereof**, the Company has caused this Policy to be signed by its duly authorized representative.

Documentary Stamps to the value shown herein have been affixed and properly cancelled on the duplicate of this Policy.

### DOCUMENTARY STAMPS CLAUSE

Documentary Stamps to the value stated herein have been affixed and properly cancelled on the duplicate of this policy.

Under pertinent regulations of the Bureau of Internal Revenue, liability for Documentary Stamp Tax (DST) accrues upon issuance of the Insurance Policy. Hence, in the event of cancellation of the Policy under Section 64 of the Insurance Code, liability for the DST subsists and the same shall be chargeable to the Assured. Therefore, payment of the corresponding DST is immediately due and demandable, i.e., on a "cash and carry" basis, as soon as the Assured receives a copy of the Policy.

### IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu, and Davao, is the Government official in charge of the faithful execution and enforcement of all laws relating to Insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an insurance company and a policyholder relating to insurance matters.

## PART I – DEFINITIONS OF COVER

1. **Insurer:** refers to Malayan Insurance Company, Inc., which is established in accordance with Philippine laws. The Insurer has the rights and obligations as set forth in the Policy and is bound by the terms and conditions of this Policy.
2. **Proposer:** refers to any Filipino citizen or foreigner who is currently legally residing in the Philippines, between eighteen (18) years old and sixty (60) years old, and who has full legal capacity to fill out and sign the Insurance Application Form, and pay the Insurance Premiums.
3. **Policyholder:** refers to a person who has the insurance contract signed by the Insurer. The Policyholder must also be the Insured.
4. **Insured:** refers to any individual whose life or health is insured under the Insurance Policy. The Insured must complete the Application form, and the validity of insurance for the Insured must be confirmed.
5. **The Insured's Age:** refers to the age of the Insured on the last birthday prior to the Policy's effective date. The Insured's age is one of the factors used for assessment, acceptance of the insurance application, to determine premium, insurance benefit and to apply other Policy's provisions.
6. **Issue Date of Insurance Certificate:** refers to the date that the Insurer issues the Insurance Certificate to the Policyholder, and that is specified in the Insurance Certificate.
7. **Cover Start Date:** refers to the date on which the Policyholder duly completes the Insurance Application Form and has paid the full amount of the premium in accordance with the provisions of this policy wording, provided that the Policyholder must be still alive at the time **We** accepts for insurance and issues the Insurance Certificate. Cover Start Date is stated in the Insurance Certificate.
8. **Policy Expiry Date:** refers to the last day of the Policy and is specified in the Insurance Certificate.
9. **Effective Date:** The insurance is effective from 00:01 AM of the first Cover Start Date or the renewal date of the Policy and ends at 23:59 PM of the Policy Expiry Date as stated on the Insurance Policy.
10. **Premium:** refers to the amount that the Policyholder must pay to the Insurer for the whole Policy. Premium as specified in the Insurance Certificate and/or in the latest Endorsement, if any.
11. **Sum Insured:** refers to an amount that is accepted for insurance coverage by the Insurer and specified in the Insurance Certificate or the latest Endorsement, if any.
12. **Critical Illnesses:** refers to the diseases/ illnesses limited to the following:
  - 12.1 Cancers;
  - 12.2 Cardiovascular Disease;
  - 12.3 Chronic Kidney Disease;
  - 12.4 Chronic Liver Disease;
  - 12.5 Chronic Diabetes Mellitus.

13. **Hospital:** means an establishment which meets all of the following requirements: (1) holds a license as a hospital; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides twenty-four 24 hour-a-day nursing service by registered or graduate nurses; (4) has a staff of one or more licensed physicians available at all times; (5) provides organized facilities for diagnosis and major surgical facilities; (6) maintains at least six (6) beds installed for twenty-four (24) hour use by patients; and (7) is not primarily a clinic, nurse rest or convalescent home or similar establishment, and is not other than incidentally, a place for alcoholics or drug addicts.
14. **Physician:** means a licensed individual qualified by a degree in accordance with the Philippine law to practice both medicine and surgery. The license must be granted by the appropriate medical authority in their country of residence, allowing them to practice medicine within the scope of their licensing and training. This Physician cannot be the Insured Person, a family member, or a relative.
15. **Pre-existing Condition:** means a condition for which the Insured has received, or were recommended by a Physician for any medical treatment, diagnosis, consultation or prescribed drugs, or the existence of any symptoms (whether known or unknown to the Insured) leading to a claim under this Policy, within two (2) years preceding the Policy's effectivity date, last reinstatement date, or date of any increase of benefit amount (to the extent of such increase only), whichever is later.
16. **Waiting Period:** refers to the ninety (90) days period in which the relevant insurance benefits under the Policy are not payable, including the cases where the time when the risk arises is within the waiting period, but the expenses incurred or the consequences of treatment for this risk prolong after the waiting period.
17. **Insured Events:** means objective events mutually agreed upon by the parties or prescribed by law upon the occurrence of which the Insurer shall have to pay the insurance amount to the beneficiaries or pay indemnities to the insured.
18. **Histopathology:** means test results to confirm the type of cells and invasion level of cancer cells by "biopsy" method (a medical surgery to take a small sample of body tissue, or using a special needle going through the skin and aspirate fluid containing cells from a tumor for analysis in the laboratory).
19. **TNM Staging system:** The TNM system is one of the most widely used cancer staging systems. This system is accepted by the Union for International Cancer Control (UICC) and the American Joint Committee on Cancer (AJCC).

The TNM system is based on the spread of the tumor (T – Tumor), the impact to regional lymph node (N – Node) and the presence of distant metastasis (M – Metastasis). The number added after each letter indicates the size and extent of the tumor and metastasis.

- Primary tumor (T)
  - Tx: Primary tumor cannot be assessed
  - T0: No evidence of the presence of primary tumor
  - Tis: Carcinoma in situ (CIS): Abnormal cells are present but have not spread to nearby tissue, although CIS is not cancer, but it may become cancer and is sometimes called preinvasive carcinomas.
  - T1, T2, T3, T4: The size and/or extent of the primary tumor.

- Regional lymph nodes (N)
  - Nx: Regional lymph nodes cannot be assessed
  - N0: No regional lymph nodes
  - N1, N2, N3: There are regional lymph nodes (the number of lymph nodes and/or relevant extent).
  
- Distant metastasis (M)
  - Mx: Distant metastasis cannot be assessed.
  - M0: No distant metastasis.
  - M1: Distant metastasis.
  - (\*) Permanent neurological deficit:

**20. Permanent neurological deficit:** means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Insured Person. Symptoms that are covered include numbness, paralysis, localized weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

- A period of at least six (6) weeks should have passed since the neurological deficit commenced and there should be no foreseeable possibility of recovery. This condition must be confirmed by a consultant neurologist.
  
- Self-inflicted injuries are excluded.

**21. You, Your:** means a person who is named as an Insured Person.

**22. We, Us:** means Malayan Insurance Company, Inc.

## **PART II – INSURING AGREEMENT**

In consideration of the premium paid, Malayan Insurance Company, Inc. (the Insurer) agrees to provide Critical Illness Insurance to the Insured, subject to the terms, conditions, exclusion and limitations of this Policy. No coverage shall be provided, if not specifically stated in the Policy Schedule. The covered insurance benefits under this Policy are:

### **Critical Illness benefit**

- If the Insured is diagnosed with any of the covered Critical Illnesses (per the definitions below), after ninety (90) days waiting period from policy issuance date, the Insurer will pay the Insured one hundred percent (100%) of the Sum Insured.
- You (the certificate owner) will receive one hundred percent (100%) of the critical illness benefits paid under this certificate.

### **Hospital Allowance**

- We will pay daily cash allowance up to benefit limit of thirty (30) days per lifetime for each complete day of confinement, for a covered Critical Illness mentioned in clause 12, and Appendix 1 in any registered Hospital in the Philippines.

### **Lump Sum Benefit**

- In the event of death of Insured due to Critical Illness, as per the covered events listed in Appendix 1, or death due to an Accident, We will pay lump sum benefit to the Insured's nominated beneficiaries in one (1) lump sum as per schedule of benefits.

**The list of critical illnesses (are regulated specifically in the attached Appendix 1)**

1. Cancers
2. Cardiovascular Disease
3. Chronic Kidney Disease
4. Chronic Liver Disease
5. Chronic Diabetes Mellitus

**PART III - EXCLUSIONS**

The Insurer shall not pay any benefit as stated if the Insured's diagnosis of any of the covered Critical Illness is caused wholly or partly, by any of the following:

1. Illness or injury other than diagnosis of the covered Critical Illnesses as defined;
2. Critical Illness where the Insured suffered symptoms of, was investigated for, or was diagnosed with before or during the Waiting Period;
3. Critical Illness due, directly or indirectly, to a congenital defect or disease, which has manifested itself or was diagnosed before the Insured attaining the age of eighteen (18) years old;
4. If the Insured did not survive for at least thirty (30) days after the diagnosis of the Critical Illness;
5. Acquired Immunodeficiency Syndrome (AIDS), AIDS-related complex or infection by Human Immunodeficiency Virus (HIV), except as stated under HIV due to blood transfusion and occupationally acquired HIV;
6. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
7. Death Benefits – Suicide, We will not pay death benefit under this certificate. This applies regardless of the mental state of the person covered. If this happens, the certificate will be cancelled.

**PART IV – GENERAL CONDITION**

**4.1 Age Limit**

Entry age of the Insured in a new policy must be from eighteen years old (18) to sixty (60) years old (age at last birthday). The last renewal age is at the Insured's sixty-fifth (65<sup>th</sup>) birthday.

**4.2 Beneficiary Clause**

It is hereby declared and agreed that in the event of the death of the Insured due to Critical Illness, as per the covered events listed in Appendix 1, or death due to an Accident, we will pay compensation to the beneficiaries nominated by the Insured as mentioned in the schedule of this Policy, whose receipt alone shall be an effectual discharge of the Company's liability under this Policy.

**4.3 Free Look Provision**

The Policy issued is subject to a cooling-off period for the Insured to review or examine.

<b>Coverage Period</b>	<b>Cooling-off Period</b>
Longer than six (6) months	Fifteen (15) days
Longer than thirty (30) days up to six (6) months	Five (5) days
Thirty (30) days or less	No cooling-off period

If after the review or examination by the Insured, and the Insured is not fully satisfied, the Insured may cancel or return the Policy within the prescribed cooling-off period, and the amount paid shall be returned in full provided no claim has been made by the Insured.

#### **4.4 Insurance application procedure**

When applying for this insurance product, the Policyholder shall accomplish and, submit the Application form and pay the premium of the Insurance Policy.

#### **4.5 Policy's effective date and insurance period**

This Policy shall come into effect on the date when Policyholder completes the Application form and pays the premium as agreed in the Insurance Policy and is accepted by The Insurer for the insurance.

The insurance period is shown in the Policy Schedule.

#### **4.6 Insurance Premium**

Premiums shall be paid according to the payment term as agreed in the Policy in accordance with the provisions of law. Premiums or premium installments are specifically stipulated in the Insurance Policy.

#### **4.7 Premium Payment**

The premium payment term, premium payment due date, and the amount of regular premium to be paid are shown in the Insurance Policy.

#### **4.8 Misstatement of age and gender**

In case the Policyholder's age or gender is misstated, the Premium of this product shall be adjusted correspondingly to the one (1) subject to the accurate age and/or gender based on Sum Insured and Premium Payment Term, as follows:

- a. If the paid Premiums are less than Premium subject to the accurate age and/or gender, the Insurer shall adjust the actual Premium payable corresponding to the accurate age or/and gender and Policyholder will additionally pay the difference between the paid Premium and the actual Premium.
- b. If the paid Premium is higher than Premium subject to the accurate age and/or gender, the Insurer shall return the Policyholder the Premium balance without interest. If with the accurate age, the Policyholder is rejected for insurance by the Insurer under these terms and conditions, then the Policy will be terminated, and the Insurer shall return the Policyholder the total Premiums paid for the whole policy, without interest after deduct medical examination fees, debt(s) and other related expense(s), if any.

#### **4.9 Duty of honesty disclosure**

The Policyholder has to disclose all the information relevant fully and honestly as requested by the Insurer and shall be responsible for all information supplied, including all information about age, sex and pre-existing condition. The Policyholder's medical examination (if any) requested by the Insurer shall not be a substitute for this obligation.

If the Policyholder intentionally violates the duty of honesty disclosure stipulated in the above paragraph, the Insurer has the right to unilaterally suspend the Policy and collect the premium calculated until the date of suspension.

**Intentional violation of the duty of honesty disclosure** means that the Policyholder does not disclose enough, misrepresents, or omits important information which, despite being aware thereof, will make the Insurer reject accepting the risk/s being insured. The Insurer shall fully and honestly disclose all the information relevant to the Policy, explain the insurance terms and conditions to the Policyholder.

In case that the Insurer intentionally supplies untruthful information with a view to entering into the Policy, the Policyholder has entitled to unilaterally suspend the performance of the Policy. The Insurer shall have to pay compensation for the damage caused to the Policyholder due to the supply of untruthful information.

#### **4.10 Incontestability**

As long as the policy was in force continuously for two (2) years from the effective date, the Insurer shall not contest this Policy for the misrepresentation made in the Application form and related documents. This provision shall not be applied for the intentional violation of the Duty of honesty disclosure in the following cases:

- The Policyholder intentionally supplies untruthful information with a view to entering into the Policy in order to be paid with the insurance benefit or to be insured.
- The Policyholder does not disclose enough information to the Insurer in case of possible increase in the risk or giving rise to further liability of the Insurer in the course of performance of the Policy.
- In case the Policyholder misstate his/her age, the Insurer has the right to unilaterally suspend the Policy or collect the premium calculated until the date of suspension.
- In case the Policyholder does not pay the full premium or does not pay the premium as agreed in the Policy and according to the provisions of law, the Insurer has the right to terminate the Policy.

When there appears to be changes in the factors used as basis for premium calculation, thus leading to the increase in the insured risks, the Insurer has the right to recalculate the premium for the remaining period of the Policy. If the Policyholder does not accept the premium increase, the Insurer has the right to unilaterally suspend the Policy but shall have to immediately notify such in writing to the Policyholder. The insurer will make a refund on the pro rata basis calculated by taking the number of days remaining in the policy period divided by the number of total days of the policy, regardless of the claim status.

#### **4.11 Insurer's rights and obligations**

##### **4.11.1 Insurer's rights**

- To collect the Insurance premium as agreed in the Policy;
- To request for the Policyholder to provide full and truthful information relating to the conclusion and performance of the Policy;
- To unilaterally suspend the performance of the Policy;
- To refuse to pay insurance benefits to the Insured for cases outside the scope of insurance liability or cases of exclusion of insurance liability as agreed in the Policy;
- To request the Policyholder to take measures to prevent and mitigate losses according to the provisions of RA 10607 (The Insurance Code of the Philippines, as amended) and other provisions of relevant laws, rules and regulations issued by concerned government agencies;
- Should the need arise, the Insurer may require the Insured to undergo a medical check-up with the involved cost to be borne by the Insurer. However, the underwriting process, if any, may not replace the obligation to disclose completely, correctly and truthfully all information required by the Insurer specified under Section 5.1 of this Policy.

##### **4.11.2 Insurer's obligations**

- To explain to the Policyholder the insurance terms and conditions in this Policy, the rights and obligations of the Policyholder;
- To issue the insurance certificate and Policy to the Policyholder right after the conclusion of the Policy;

- To pay the insurance benefits in due time to the Insured when the insured event occurs;
- To explain in writing the reason for refusing to pay the insurance benefit or the indemnity;
- Other obligations stipulated by laws.

#### **4.12 Policyholder's rights and obligations**

##### **4.12.1 Policyholder's rights**

- Request the Insurer to explain the terms and conditions of the Policy; issue insurance certificate or Policy;
- Unilaterally suspend the implementation of the insurance policy;
- Request the Insurer to pay insurance benefit to the beneficiary or indemnify the Insured as agreed in the Policy upon occurrence of the insured event;
- Avail of other rights regulated by laws.

##### **4.12.2 Policyholder's obligations**

- To pay premium fully and according to the method and term of payment as agreed in the Policy;
- To declare fully and honestly all details relating to the Policy at the request of the Insurer;
- To notify cases which may increase the risk or give rise to further liability of the Insurer in the course of performance of the Policy at the request of the Insurer;
- To notify the Insurer of the occurrence of the insured event as agreed in the Policy;
- To take measures to prevent and mitigate losses according to the provisions of the Insurance Business Law and other provisions of relevant laws;
- Other obligations stipulated by laws.

#### **4.13 Renewal of the policy**

The Policyholder has the option to continuously renew the Policy. This Policy will be terminated at the Policy Expiry Date, before or by the Insured's sixtieth (60<sup>th</sup>) birthday at the latest. The Insurer may recalculate the premium at the Policy Expiry Date based on:

- current premium rates;
- current Sum Insured;
- current age of the Insured.

The Insurer shall inform the Policyholder in writing, before the Policy Expiry Date, of the premium amount to be paid for the next insurance period of the Policy.

#### **4.14 Termination of an insurance policy**

The Policy will be terminated immediately upon occurrence of the following events, whichever comes first:

- The Policy is terminated before the Expiry Date as stipulated by this Policy Wording. In this case, the insurer shall refund the Policyholder eighty percent (80%) of the pro-rata premium for the unexpired period of the Policy (unless the Insurer has already paid the benefit(s) according to the terms and conditions of this Policy Wording);
- On the Expiry Date of this Policy;
- The Sum Insured of the Policy is fully paid out;
- Death of the Insured; or
- Other situations as stipulated by existing laws.

In case the cancellation is based upon the request of the Insured Person, the Insurer shall refund eighty percent (80%) of the premium of remaining coverage period (unless the Insurer has already paid the benefit(s) according to the terms and conditions of this Policy Wording);

In case the cancellation is based upon the request of the Insurer, We shall refund ninety percent (90%) of the premium of remaining coverage period regardless there have been claims submitted or not;

#### **4.15 Arbitration and Mediation Clause**

It is agreed by the Insured and the Company that before any dispute arising out of this Policy is referred to mediation or arbitration, it is referred to the Chief Executive or Chairman of each Party, in order to try to resolve the dispute within a period of two (2) months.

In the event that the parties fail to settle the dispute as provided above, the parties hereto agree to try and settle the dispute by mediation administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

Arbitration shall be administered by the Philippine Dispute Resolution Centre Inc., (PDRCI) in accordance with its Rules of Arbitration.

### **PART V – CLAIM PROCEDURES**

#### **5.1 Insurance claim documentations**

When making a claim request, the Policyholder or his/her legal Beneficiary or the authorized person must submit to the Insurer the following documents within sixty (60) days from the date of occurrence of the insured event.

The claim documents include:

- A completed Insurance Claim Form declared and signed by the Policyholder or the Claimant (The heirs/the beneficiary/the person specified on the insurance policy/the legal authorized person of the Insured).
- Medical documents related to the treatment: diagnosis document and/or clinical proof, hospital discharge note, medical report, surgery certification, radiation therapy, histological and laboratory evidence, radiological, cytological, laboratory test results. In absence of the original documents, copies of these original documents must be apostilled or certified by the treating medical doctor after reference to the original. In any case, the Insurer has the right to request the original for comparison.

In case of dispute or disagreement on the Critical Illness diagnosis result submitted by the claimant, the Insurer reserves the right to require the Insured to re-conduct medical check-up, including but not limited to providing evidence of medical history, re-diagnosis, re-undergo medical tests, irradiation, if needed, at another hospital. The costs for provision of such documents or evidence shall be borne by the Insurer. The Insured must comply with these final results/ evidence.

Costs for provision of the documents stated in the Section 5.1 will be borne by the Insured.

#### **5.2 Time limit for claim settlement:**

The Insurer is responsible for settling the claim and paying the insurance benefit within fifteen (15) days following the date of receiving a complete and legitimate claim documents as stated in Section 5.1 above.

**5.3 The payment of insurance benefits shall be made according to the following priority order:**

- a) The Insured; or
- b) The Beneficiary as nominated in the Application Form or in the latest verified notice of Beneficiary change (if any). If there are more than one (1) Beneficiary nominated and one (1) of whom is not alive or does not exist at the occurrence of insured event, the benefit according to this person shall be payable to the Policyholder's legitimate heirs; or
- c) The Policyholder's legitimate heirs if no Beneficiary has been nominated.

Medical documents related to the treatment: diagnosis document and/or clinical proof, hospital discharge note, medical report, surgery certification, radiation therapy, histological and laboratory evidence, radiological, cytological, laboratory test results are the proofs to identify the insured events.

**GENERAL PROVISIONS**

**1. Mediation**

- a) It is agreed by the Insured and the Company that before any dispute arising out of this Policy is referred to mediation, the parties shall try to resolve the dispute within a period of two (2) months.
- b) In the event that the Insured and the Company fail to settle any dispute arising out of this Policy, the parties hereto agree to try and settle the dispute by mediation administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to litigation or some other dispute resolution procedure.

**2. Cancellation Clause**

This Policy shall not be cancelled by or on behalf of the Company, except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code, as amended. In the event of such cancellation the Company shall refund the paid premiums less the earned portion thereof to the Insured. Likewise, this Policy maybe cancelled on the short rate basis set forth in the short rate cancellation table at the request of the Insured.

**SHORT PERIOD RATE CANCELLATION TABLE**

It is hereby agreed, in the event this Policy is surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time the Policy has been in force:

No. of Months	1	2	3	4	5	6	7	8	9	10	11
Percentage	20	30	40	50	60	70	75	80	85	90	95

**3. Renewal Clause**

Unless the Insurer at least forty-five (45) days in advance of the end of the Policy period mails or delivers to the named Insured at the address shown in the Policy notice of its intention not to renew the Policy or to Condition its renewal upon reduction of its limits or elimination of Coverages, the Insured shall be entitled to renew the Policy upon payment of the premium due on the effective date of the renewal. Any Policy written for a term longer than one (1) year or any Policy with no fixed expiration date shall be considered as if written for successive policy periods or terms of one (1) year.

**4. Claims Settlement Clause**

The amount of any loss or damage for which the company may be liable under this policy shall be paid within thirty (30) days after proof of loss is received by the Company, and ascertainment of the loss or damage is made either by agreement between the Insured and the Company or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss or damage within the time prescribed herein will entitle the Insured to collect interest on the proceeds of the policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such failure or refusal to pay is based on the grounds that the claim is fraudulent.

**5. Civil Code Article 1250 Waiver Clause**

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:

“In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment.”

shall not apply in determining the extent of liability under the provision of this Policy.

**6. Non-Waiver Clause**

No waiver of any provision of this Policy will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder in accordance with Section 50 of the Insurance Code, as amended.

**7. Suit against the Company**

If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or (in case of an arbitration taking place as provided herein) within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire shall have their award, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**Appendix 1: List of critical illnesses which are covered under this Policy wording**

<b>Critical illness</b>	<b>Definition</b>
<b>1. Cancers</b>	<p>A malignant tumor positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue.</p> <p>The term malignant tumor includes leukemia, lymphoma and sarcoma.</p> <p>For the above definition, the following are excluded:</p> <ul style="list-style-type: none"><li>• All tumor which are histologically classified as any of the following:<ol style="list-style-type: none"><li>1. Pre-malignant;</li><li>2. Non-invasive;</li></ol></li></ul>

	<ol style="list-style-type: none"> <li>3. Carcinoma-in-situ;</li> <li>4. Having borderline malignancy;</li> <li>5. Having any degree of malignant potential;</li> <li>6. Having suspicious malignancy;</li> <li>7. Neoplasm of uncertain or unknown behavior; or</li> <li>8. Cervical Dysplasia CIN-1, CIN-2 and CIN-3.</li> </ol> <ul style="list-style-type: none"> <li>• Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;</li> <li>• Malignant melanoma that has not caused invasion beyond the epidermis;</li> <li>• All Prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;</li> <li>• All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;</li> <li>• All tumor of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;</li> <li>• All Gastro-Intestinal Stromal tumor histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;</li> <li>• Chronic Lymphocytic Leukemia less than RAI Stage 3; and</li> <li>• All tumor in the presence of HIV infection.</li> </ul>
<p><b>2. Cardiovascular Diseases</b></p> <p><b>a. Acute Heart Attack</b></p> <p><b>b. Major Stroke</b></p>	<p><b>a. Acute Heart Attack.</b></p> <p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ol style="list-style-type: none"> <li>1. A history of typical chest pain;</li> <li>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</li> <li>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: - cardiac troponin T or cardiac troponin I &gt; / = 0.5 ng/ml.</li> </ol> <p>The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a medical practitioner who is a cardiologist or another relevant physician.</p> <p>The following are not covered:</p> <ol style="list-style-type: none"> <li>1. Occurrence of an acute coronary syndrome including but not limited to unstable angina; and</li> <li>2. A rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.</li> </ol>

	<p><b>b. Stroke</b></p> <p>Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms.</p> <p>The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist.</p> <p>The condition must have lasted for a minimum period of three (3) months. For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1. Transient ischemic attacks;</li> <li>2. Cerebral symptoms due to migraine;</li> <li>3. Traumatic injury to brain tissue or blood vessels; and</li> <li>4. Vascular disease affecting the eye or optic nerve or vestibular functions.</li> </ol>
<p><b>3. Chronic Kidney Failure</b></p>	<p>Kidney failure means a definite diagnosis of chronic irreversible failure of both kidneys to function, as a result requiring permanent or regular hemodialysis, peritoneal dialysis or renal transplantation is initiated.</p> <p>The diagnosis of kidney failure must be made by a Physician.</p>
<p><b>4. Chronic Liver Disease (End-stage Liver disease / Liver failure)</b></p>	<p>Chronic / End-stage / liver failure as evidenced by all of the following:</p> <ul style="list-style-type: none"> <li>• Permanent jaundice;</li> <li>• Ascites (excessive fluid in peritoneal cavity); and</li> <li>• Hepatic encephalopathy.</li> </ul> <p>Liver failure secondary to alcohol or drug abuse is not covered.</p> <p>The diagnosis of Chronic / End-stage / Liver failure must be made by a Physician.</p>

<p><b>5. Chronic Diabetes Mellitus</b></p> <ul style="list-style-type: none"> <li><b>a. Diabetic Retinopathy</b></li> <li><b>b. Diabetic Comatose</b></li> <li><b>c. Diabetic Limb Amputation</b></li> <li><b>d. Diabetic Nephropathy</b></li> </ul>	<p><b>a. Diabetic Retinopathy</b></p> <p>Refers to dramatic changes in the retinal veins as a result of diabetes which has all the following detections:</p> <ol style="list-style-type: none"> <li>1. Have diabetes at the time of diagnosis of diabetic retinopathy;</li> <li>2. Visual acuity of both eyes is less than or equal to 6/18 (Snellen Eye Chart);</li> <li>3. Have undergone laser treatment or vitreous injection, or vitreous surgery to alleviate visual impairment; and</li> <li>4. Diagnosis of diabetic retinopathy, measuring the severity of visual impairment and treatment shall be carried out under current standard medical necessity and clinical indications by an ophthalmologist.</li> </ol> <p><b>b. Diabetic Comatose</b></p> <p>Refers to asphyxiation or loss of feeling diagnosed by an internist or neurosurgeon (Neurosurgeon) which indicates that it is caused by a complication of diabetes and all of the following detections:</p> <ol style="list-style-type: none"> <li>1. Diabetes at the time of being diagnosed with diabetic comatose;</li> <li>2. Shall rely on life support equipment to sustain life;</li> <li>3. No response to external stimuli for at least ninety-six (96) hours;</li> <li>4. Have been assessed as permanent brain damage. It results in a permanent inability to perform any daily activities independently after thirty (30) days of unconscious or of feelings; and</li> <li>5. Unless the Insured dies prior to the expiration period under Item 2 or 3, as the case may be, due to a serious illness or a direct consequence of this critical illness.</li> </ol> <p><b>c. Diabetic Limb Amputation</b></p> <p>Refers to a part of the medical treatment process, which aims to save the patient's life to prevent the spread of diabetes or reduce the injury from diabetes from spreading. It also allows the patient to return to normal physical activity. Amputation is the diabetic dissection of the body's limb divided into two types:</p> <ol style="list-style-type: none"> <li>1. Upper extremity amputation, with the degree of cutting from the level above the elbow to the level of the fingers; and</li> <li>2. Lower extremity amputation with the level of the cut from above the knee until the toe cut.</li> </ol>
--	--

**d. Diabetic Nephropathy**

Refers to chronic complications in diabetic patients, which are characterized by all of the following detections:

1. There is protein albumin leaking in the urine (albuminuria), which in the early stages is a small amount (microalbuminuria), and later, the volume increased (macroalbuminuria or overt proteinuria) without other causes;
2. Have high blood pressure (diagnosed with hypertension above 140/90 when untreated or have a blood pressure greater than 130/80 mm Hg when treated); and
3. Kidney function in the first phase is normal, and later begin to deteriorate and more deteriorating until the end of chronic kidney disease.