

CERTIFICATE INFORMATION STATEMENT

Dear Insured(s),

You should read and study your Certificate of Insurance, including the terms and conditions in the Provisions and Conditions carefully. Your attention is drawn to the following:

1. Under Schedule 8, Paragraph 2(5) of the Financial Services Act 2013, you may notify the Policyholder to cancel the Certificate of Insurance and return the Certificate of Insurance with your written objection to the Policyholder, within fifteen (15) days from the date of receipt of this Certificate of Insurance. The Policyholder shall immediately inform the Company, and the Company will cancel the Certificate of Insurance and refund all premium paid after the deduction of medical expenses incurred.
2. This Certificate of Insurance is issued on the basis of the product illustration and application forms signed by you, which a copy is attached to the Certificate of Insurance.
3. Age admission by way of proof of age of the Insured(s) is required before the payment of any claim. If you have not already admitted your age, please submit certified true copy of any of the following as proof of age: NRIC, passport, or birth certificate.
4. The Certificate of Insurance is issued upon premium paid via direct debit into Our Bank of China (Malaysia) Berhad account.
5. You may nominate natural person(s) to receive policy moneys that become payable upon Death. Nomination forms are available at all Our offices or website (www.manulife.com.my). If, at the time of Death, a debt to the Policyholder remains on your account, the balance owed shall be deducted from the Death Benefit.
6. You may surrender your Certificate of Insurance for its cash value available. A written request to surrender must be submitted by you to the Company. If the premium paid was not financed by the Policyholder, the cash value amount, as stated in the Certificate of Insurance, shall be payable to you. If the premium was financed by the Policyholder and there was still indebtedness by you to the Policyholder, the cash value amount shall be payable to the Policyholder and excess (if any) is payable to you. The Company reserves the right to defer the cash value payment for a period not exceeding six (6) months from the date of receipt of the application for surrender.
7. If you or your nominee(s) make any changes to your/ their correspondence address, please inform us immediately so that Our services to you will not be interrupted, and claims may be expedited.
8. Kindly contact Our authorised bank representative, customer service centre or regional support centres for any assistance or inquiries about your policy.
9. Should there be any dispute arising from this policy, you may refer such dispute to:
 - (a) Manulife Customer Service at Level 12, Menara Manulife, 6, Jalan Gelenggang, Damansara Heights, 50490 Kuala Lumpur. (Tel: 03-27199112, E-mail: MYCARE@manulife.com); or
 - (b) Ombudsman for Financial Services at Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. (Tel: 03-22722811, Fax: 03-22721577, E-mail: enquiry@ofs.org.my); or
 - (c) Contact Centre (BNMLINK), 4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur. Tel: 1300-88-5465, Web form: bnmlink.bnm.gov.my

PROVISIONS AND CONDITIONS

1. ACCEPTANCE

We will consider accepting for Mortgage Reducing Term Assurance cover any person nominated by the Policyholder who:

- (a) has a loan facility with the Policyholder; and
- (b) conforms to Our usual underwriting conditions as determined from time to time.

2. THE CONTRACT

This Certificate of Insurance is issued in consideration of the payment of premium as specified in the Schedule of Premiums and Benefits of the Certificate of Insurance and pursuant to:

- (a) the answers given by the Insured(s) in the Insured(s)'s application/proposal form or any subsequent questionnaires given by Us on any matters relating to the Insured(s)'s proposal and any disclosures made by the Insured(s) between the time of submission of the Insured(s)'s application/ proposal and the time this contract is entered into; and
- (b) medical reports and any other reports and questionnaires, (collectively "Material Information")

The Material Information shall form part of this contract of insurance. However, in the event of any pre-contractual misrepresentation made in relation to the Material Information, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If the Insured(s) is required by Us, before this Certificate of Insurance is renewed or varied, to answer any questions or if the Insured(s) is required to confirm or amend any matter previously disclosed by the Insured(s) to Us in relation to this Certificate of Insurance, it is the Insured(s)'s duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

3. ALTERATION

Alteration or waiver of the Certificate of Insurance will not be valid unless made by an endorsement and duly authorised by an authorised person of the Company. Where the introduction, imposition or variation of any law, order, regulation or official directive renders it unlawful or impractical for the Company to continue this Certificate of Insurance, without breaching such law, order, regulation or official directive, the Company may alter and/or waive the Certificate of Insurance provisions in its sole and absolute discretion as necessary or appropriate to comply with such law, order, regulation or official directive upon serving an advance written notice to the Policyholder.

4. INCONTESTABILITY

Except for fraud or non-payment of premiums, this Certificate of Insurance with respect to the Insured(s) will be incontestable after it has been in force during the lifetime of the Insured(s) for two (2) years from the Issue Date of the Certificate of Insurance.

5. COMMENCEMENT OF COVER

- (a) Insurance will be provided from the Issue Date of the Certificate of Insurance; and
- (b) No insurance will be provided by this Certificate of Insurance and no Benefits will be payable unless the premium has been received by the Company.

6. JOINT LIFE INSURANCE COVERAGE

In the event the loan facility has two (2) account holders, they can both be jointly covered under this Certificate of Insurance. The provisions and conditions contained under this Certificate of Insurance shall then apply to both Insureds. The cessation of coverage with regards to this joint life insurance coverage shall be upon the first occurrence of Death of either one of the Insureds.

7. TERMINATION OF THE MASTER POLICY CONTRACT

In the event of termination of the master policy entered between the Policyholder and the Company, the rights of the Policyholder in respect of a Certificate of Insurance shall automatically be transferred to the Insured(s) named in the Certificate of Insurance and each Certificate of Insurance shall continue to be effective until the Expiry Date stated in the Certificate of Insurance.

8. DISCONTINUANCE OF COVERAGE

If the Certificate of Insurance is not a joint life insurance, the insurance cover provided under this Certificate of Insurance in respect of an Insured shall terminate on the first occurrence of any of the following events:

- (a) upon the Company's admission of liability of the Insured's Death; or
- (b) after the Face Amount, in accordance with the Schedule of Benefits, as shown on the Certificate of Insurance or Endorsement Page, whichever is later, is fully exhausted; or
- (c) the Insured gives the Company written notice requesting discontinuance, with accompanying supporting document from the Policyholder (proof of full settlement or discharge of the loan) and returns the Certificate of Insurance to the Company for endorsement; or
- (d) on the Expiry Date as shown on the Certificate of Insurance.

If the Certificate of Insurance is a joint life insurance, the insurance cover provided under this Certificate of Insurance in respect of both Insureds shall terminate on the first occurrence of any of the following events:

- (a) upon the Company's admission of liability of Death of either one of the Insureds; or
- (b) after the Face Amount, in accordance with the Schedule of Benefits, as shown on the Certificate of Insurance or Endorsement Page, whichever is later, is fully exhausted; or
- (c) both Insureds give the Company written notice requesting discontinuance, with accompanying supporting document from the Policyholder (proof of full settlement or discharge of the loan) and return the Certificate of Insurance to the Company for endorsement; or
- (d) on the Expiry Date as shown on the Certificate of Insurance.

9. NOTICE OF CLAIMS

Written notice of claim must be given to the Company by claimant within thirty (30) days after the date of Death or within such longer periods as the Company may in writing allow.

10. CLAIM FORMS

The Company, upon receipt of a notice of claim, will furnish the claimant the claim form. Affirmative proof of Death in such forms must be fully completed at claimant's own expense and returned to the Company within ninety (90) days of receipt of the same.

11. SUICIDE

If the Insured(s) whether sane or insane, commits suicide, within thirteen (13) months after the Issue Date of the Certificate of Insurance, the Certificate of Insurance will become void and the Company will return all premium paid without interest.

12. PRE-EXISTING CLAUSE

This Certificate of Insurance does not cover any claim directly or indirectly caused by or arising from Pre-Existing Illnesses.

"Pre-Existing Illness" means Disabilities of which the Insured has reasonable knowledge and are pre-existing conditions, where the condition is one for which within twelve (12) months immediately prior to the Issue Date:

- (a) the Insured 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.

13. FREE LOOK PERIOD

The Insured(s) may notify the Policyholder to cancel the Certificate of Insurance and return the Certificate of Insurance to the Policyholder within fifteen (15) days from the date of receipt for cancellation. The Policyholder shall immediately inform the Company and the Company will cancel the Certificate of Insurance. If the premium was financed by the Policyholder, upon the cancellation of Certificate of Insurance, the Company will refund all premiums paid (less any medical examination fees incurred) to the Policyholder. However, if the premium was not financed by the Policyholder, upon the cancellation of Certificate of Insurance, the Company will refund all premium

paid (less any medical examination fees incurred) directly to the Insured, or if joint life coverage, first named Insured in the Certificate of Insurance.

14. PRE-COVERAGE BENEFIT

Notwithstanding to Clause 5 above, where premium is financed by the Policyholder ("Financed Premium"), the Company shall prior to the Issue Date of Certificate of Insurance provide insurance coverage to the Insured(s) for a period of up to six (6) months from the date of letter of acceptance issued by the Company ("Pre-Coverage Period").

In the event of the occurrence of Event during the Pre-Coverage Period, the Benefit will be payable, subject to:

- (a) the acceptance of the Policyholder's loan facility offer letter by the Insured(s) before the occurrence of Event; and
- (b) the receipt of the Financed Premium by the Company.

15. CASH SURRENDER OPTION

The Insured(s) may surrender this Certificate of Insurance for its cash value available. A written request to surrender must be submitted by the Insured(s) to the Company. If the premium paid was not financed by the Policyholder, the cash value amount, as stated in the Certificate of Insurance, shall be payable to the Insured, or if joint life coverage, first named Insured in the Certificate of Insurance. If the premium was financed by the Policyholder and there was still indebtedness by the Insured(s) to the Policyholder, the cash value amount shall be payable to the Policyholder and excess (if any) is payable to the Insured, or if joint life coverage, first named Insured in the Certificate of Insurance. The Company reserves the right to defer the cash value payment for a period not exceeding six (6) months from the date of receipt of the application for surrender.

16. CHANGE OF OWNERSHIP AND ASSIGNMENT

While the Insured(s) is living, the Policyholder may change the ownership of this Certificate of Insurance or assign the rights of the Policyholder, in respect of a Certificate of Insurance, to the Insured(s). Subsequent to the assignment made by the Policyholder, the Insured(s) may then assign the Certificate of Insurance to any other person or entity. The change of ownership or assignment of rights may be done by completing the form prescribed by the Company and it will be effective only after the Certificate of Insurance is endorsed by the Company. The Company assumes no responsibility for the validity of any assignment.

17. POLICYHOLDER

The Policyholder of this Certificate of Insurance is as designated on the Definition Page of this Certificate of Insurance. During the lifetime of the Insured(s), only the Policyholder can exercise all rights and privileges available under this Certificate of Insurance, without affecting the rights of any assignee on record.

18. THE NOMINEE

The nominee is as designated on the Certificate of Insurance and this designation will remain in effect unless subsequently changed.

19. CHANGE OF NOMINEE

While the Insured(s) is living, the Insured(s) may change the Nominee as designated on the Certificate of Insurance or Endorsement Page by completing the form prescribed by the Company. The change will be effective only after the Certificate of Insurance is endorsed by the Company.

20. LAW

This Certificate of Insurance is issued under and will be construed in accordance with the laws of Malaysia.

21. CURRENCY

All payments to be made under this Certificate of Insurance to or by the Company shall be made in the legal currency of Malaysia.

22. CHANGE OF ADDRESS

The Company is to be notified of any change of address of the Insured(s), nominee(s), trustee(s) or assignee(s).

23. PROOF OF AGE

Satisfactory proof of age of the Insured(s) must be furnished to the Company before any payment of benefits under this Certificate of Insurance is payable.

24. MISSTATEMENT OF AGE OR SEX

If the age or sex of the Insured(s) has been misstated, the Company's liability under this Certificate of Insurance will be such as the premiums paid would have purchased using the correct age and sex provided that the Company would have issued this Certificate of Insurance in accordance with its normal rules and regulations applicable at the time the Certificate of Insurance was issued. Otherwise, the Company will return all premium paid without interest.

25. NON-PARTICIPATING

This Certificate of Insurance does not participate in the divisible surplus of the Company.

DEATH BENEFIT

1. DEATH BENEFIT

Upon Death of the Insured(s) while this Certificate of Insurance is in force, the Company will pay in one lump sum the applicable amount specified in the Schedule of Benefits as shown in Certificate of Insurance, subject to the Face Amount stated on the Certificate of Insurance or Endorsement Page, whichever is later.

2. PAYMENTS OF DEATH BENEFIT

- (a) Payment of benefits under this Certificate of Insurance shall be applied firstly to offset any indebtedness by the Insured(s) to the Policyholder. When there is no indebtedness, benefits shall be payable to the Nominee(s) designated (if any) or the estate of the Insured(s).
- (b) For joint life insurance coverage, payment of benefits under this Certificate of Insurance shall be applied firstly to offset any indebtedness by the Insureds to the Policyholder. When there is no indebtedness, benefits shall be payable to the surviving Insured. If there is no surviving Insured, benefits shall be payable to the Nominee(s) designated (if any) or the estate of the last surviving Insured.
- (c) Payment of benefits made under this Certificate of Insurance with respect to the Insured(s) as named in the Certificate of Insurance shall release the Company of all liabilities.
- (d) In the event of any monies paid under this Certificate of Insurance by the Policyholder to the Insured(s), or Nominee(s), which will be provided by the Company, payment of the same by the Policyholder to the Insured(s), or Nominee(s) shall release the Policyholder from all liabilities under this Certificate of Insurance.

TOTAL AND PERMANENT DISABILITY PROVISION

If the Insured(s), prior to the anniversary of the Certificate of Insurance before the Insured(s)'s sixty fifth (65th) birthday, becomes totally and permanently disabled, the Company will, subject to the conditions herein contained and provided that any such Disability is certified to exist by a Physician approved or appointed by the Company, pay in one lump sum the applicable amount specified in the Schedule of Benefits, subject to the Disability Amount stated on the Certificate of Insurance or Endorsement Page, whichever is later.

1. NOTICE OF CLAIMS

Written notice must be given to the Company within one hundred and eighty (180) days after the date of commencement of Disability or within such longer periods as the Company may in writing allow.

2. CLAIM FORMS

The Company, upon receipt of a notice of claim, will furnish the claimant the claim form. Affirmative proof of Disability in such forms must be fully completed at claimant's own expense and returned to the Company within ninety (90) days of receipt of the same.

3. LEGAL PROCEEDINGS

No action in law or equity shall be brought against the Company to recover on this provision prior to the expiration of nine (9) months after proof of Disability has been filed in accordance with the requirements of this provision herein. If the Policyholder and/or Insured(s) fails to file a claim against the Company within thirty-six (36) months of the date of commencement of Disability, then the Policyholder and/or Insured(s) is deemed to have forfeited his right to claim against the Company.

4. PROOF OF CONTINUANCE OF DISABILITY AND MEDICAL EXAMINATION

The Company will have the right to demand from the Insured(s) proof of continuance of Disability at his own expense, before any Disability Amount is paid and the Company reserves the right to have the Insured(s) examined by a Physician approved or appointed by the Company, whenever it may be reasonably required. The opinion of such Physician so approved or appointed shall be deemed to be final and conclusive.

5. TOTAL AND PERMANENT DISABILITY BENEFIT

Upon the Total and Permanent Disability of an Insured(s) subject to the conditions herein contained and provided that any such Disability is certified to exist by a Physician approved or appointed by the Company, the Company will pay the Disability Amount with respect to the Insured(s), in accordance with the Schedule of Benefits, as stated on the Insured(s)'s Certificate of Insurance or any Endorsement Page in one lump sum, up to a maximum of Ringgit Malaysia one million (RM1,000,000), after a 6-month waiting period from the date of commencement of the Disability, provided the Disability still persists. The Face Amount and Disability Amount will be deducted by the lump sum payment and the reduced amounts will be endorsed on the Certificate of Insurance. Any remaining Disability Amount will be paid in a second lump sum twelve (12) months from the date of commencement of the Disability, provided the Disability still persists. The reduced Face Amount and Disability Amount shall then be further deducted by the second lump sum payment made. The reduced Face Amount will be endorsed on the Certificate of Insurance.

However, should the Disability be classified as Presumptive Total and Permanent Disability, subject to the conditions herein contained and provided that any such Disability is certified to exist by a Physician approved or appointed by the Company, the Company will pay the Disability Amount with respect to the Insured(s), in accordance with the Schedule of Benefits, as stated on the Certificate of Insurance or any Endorsement Page in one lump sum, up to a maximum of Ringgit Malaysia one million (RM1,000,000). The Face Amount and Disability Amount will be deducted by the lump sum payment and the reduced amounts will be endorsed on the Certificate of Insurance. Any remaining Disability Amount will be paid in a second lump sum, six (6) months from the date of commencement of the Disability, provided the Disability still persists. The reduced Face Amount and Disability Amount shall be further deducted by the second lump sum payment made. The reduced amounts will be endorsed on the Certificate of Insurance.

The Disability Amount of the Certificate of Insurance with respect to an Insured and the aggregate Disability amount under this and all insurance on the same life insured with the Company shall not exceed Ringgit Malaysia ten million (RM10,000,000).

If Death occurs during the 6-month waiting period, the Company will pay balance of the Face Amount with respect to the Insured(s) in one lump sum.

6. PAYMENT OF DISABILITY BENEFIT

- (a) Payment of Disability Benefit under this provision shall be applied firstly to offset any indebtedness by the Insured to the Policyholder. When there is no indebtedness, the Disability Benefit shall be payable to the Insured as named in the Certificate of Insurance.
- (b) For joint life insurance coverage, payment of Disability benefits under this Total and Permanent Disability Provision shall be applied firstly to offset any indebtedness by the Insured(s) to the Policyholder. When there is no indebtedness, benefits shall be payable to the first named Insured in the Certificate of Insurance.
- (c) Full payment of the Disability Amount made under this Total and Permanent Disability Provision with respect to the Insured(s) shall release the Company of all liabilities under this Total and Permanent Disability Provision.

7. RISK EXCLUDED

This provision does not cover any Disability caused directly or indirectly, wholly or partly, by any one of the following occurrences:

- (a) any attempt at suicide, whether sane or insane, or any intentionally self-inflicted injuries; or
- (b) military air force or naval service in time of declared or undeclared war or while under orders for warlike operations or restoration of public order; or
- (c) commission of a criminal act; or
- (d) aviation activities other than as a fare paying passenger or crew on a commercial passenger airline; or
- (e) under the influence of intoxicating liquor or as a result of drug or substance abuse; or
- (f) participation in any hazardous pursuit such as, but not limited to, mountaineering, scuba diving, hang gliding, racing on horse or wheels, etc.

DEFINITIONS

For the purpose of this Certificate of Insurance, the following definitions apply unless the context otherwise dictates:

1. **“Activities of Daily Living”** are defined as:
 - (a) **Transfer**
Getting in and out of a chair without requiring Physical Assistance.
 - (b) **Mobility**
The ability to move from room to room without requiring any Physical Assistance.
 - (c) **Continence**
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
 - (d) **Dressing**
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
 - (e) **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.
 - (f) **Eating**
All tasks of getting food into the body once it has been prepared.
2. **“Benefit”** means Death or Total and Permanent Disability benefit.
3. **“Company”, “We”, “Our” or “Us”** means **Manulife Insurance Berhad**.
4. **“Death”** means death by Injury or illness.
5. **“Disability”** means a sickness, disease, illness or entire Injuries arising out of a single or continuous series of causes.
6. **“Event”** means Death or Total and Permanent Disability.
7. **“Face Amount”** or **“Disability Amount”** means the benefit amount, as stated in the Certificate of Insurance or Endorsement Page, whichever is later.
8. **“Gainfully Employed”** is defined as being employed on a full-time or part-time basis and being able to produce documentary evidence of earnings which may include but is not limited to KWSP (EPF) contribution statements and income tax returns.
9. **“Injury”** is defined as bodily injuries sustained directly and independently of all other causes by accident for which, except in the case of drowning or of internal injury revealed by an autopsy, there is evidence of a visible contusion or wound on the exterior of the body.
10. **“Insured”** means person whose life is insured under this Certificate of Insurance. The Insured is named in the Certificate of Insurance issued by the Company.
11. **“Irreversible”** means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.
12. **“Loss of one member”** is defined as:
 - (a) loss of a hand or foot by severance at or above wrist or ankle;
 - (b) total and Permanent loss of use of the hand or foot as certified by a Physician, approved or appointed by the Company, at least six (6) months after the date of the accident. Such certification is final and conclusive; or
 - (c) Loss of sight in one eye.
13. **“Loss of sight”** is defined as Permanent and Irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.
14. **“Not Gainfully Employed”** is defined as being unemployed, or being a full-time student, or working from home and being unable to produce satisfactory documentary evidence of earnings which may include but is not limited to KWSP (EPF) contribution statements and income tax returns.

15. **“Permanent”** means expected to last throughout the lifetime of the Insured.
16. **“Physician”, “Doctor” or “Surgeon”** is defined as a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Insured himself/herself.
17. **“Physical Assistance”** is defined as actual physical participation of another person in the activity or activities and not merely his or her supervision or encouragement.
18. **“Policyholder”** means **Bank of China (Malaysia) Berhad**.
19. **“Policy Year”** is defined as a period of twelve (12) months from any anniversary of the Certificate of Insurance.
20. **“Presumptive Total and Permanent Disability”** is defined as:
 - (a) Loss of sight of both eyes; or
 - (b) Loss of two or more members; or
 - (c) Loss of sight of one eye and Loss of one member.
21. **“Total and Permanent Disability” (TPD)** is defined as:
 - (a) If the Insured(s) is Gainfully Employed and 16 years of age (next birthday) or above at the date of Disability, then “Total and Permanent Disability” is defined as Disability caused by accidental bodily injury, sickness or disease, and result in the complete and continuous inability of the Insured(s) at the time of Disability and at any time thereafter to engage in any business, occupation, work or profession of any or every kind for profit, compensation, wage or remuneration. It is further provided that such Disability must last for a continuous period of not less than six (6) months in duration.
 - (b) If the Insured(s) is Not Gainfully Employed and 16 years of age (next birthday) or above at the date of Disability, then “Total and Permanent Disability” is defined as being totally unable by reason of accident or illness to perform independently at least four (4) of the six (6) Activities of Daily Living for a continuous period of at least six (6) months, without the frequent attention of a third party and, in the opinion of the Company such Disability will remain Permanent.