

ANNEXURE IA
Qaseh Bakti

BENEFITS PROVISIONS

1. This is a non-participating yearly renewable term plan which offers insurance coverage as stated in the Schedule of Benefit.
2. While the Basic Policy is in force and subject always to the Insurance General Provisions, and the terms and conditions as stated in the Basic Policy, We shall pay the following benefits:

2.1. COMPASSIONATE BENEFIT (ALL CAUSES)

Upon receipt of due proof of death of the Life Assured due to all causes, We shall pay the Sum Assured as stated in the Schedule of Benefit.

If Life Assured dies within Waiting Period, We shall pay the total premium paid at inception of the policy.

Upon payment of Compassionate Benefit, this policy shall be terminated.

2.2. DAILY HOSPITAL CASH BENEFIT FOR NON-ACCIDENTAL RELATED CAUSES

Upon receipt of due proof of Hospitalisation of the Life Assured due to non-accidental causes, We shall pay the amount of Daily Hospital Cash Benefit for Non-Accidental related causes as stated in the Schedule of Benefit, subject to annual limit of fourteen (14) days.

The annual limit up to fourteen (14) days per year is combined for all daily hospital cash benefit under this product and annual limit refreshes upon policy renewal. Daily Hospital Cash Benefit is refreshed every Policy Anniversary and non-accumulative.

2.3. DAILY HOSPITAL CASH BENEFIT FOR ACCIDENTAL RELATED CAUSES

Upon receipt of due proof of Hospitalisation of the Life Assured due to Accidental Bodily Injury within thirty (30) days from the date of accident, We shall pay the amount of Daily Hospital Cash Benefit for Accidental related causes as stated in the Schedule of Benefit, subject to annual limit of fourteen (14) days.

The annual limit up to fourteen (14) days per year is combined for all daily hospital cash benefit under this product and annual limit refreshes upon policy renewal. Daily Hospital Cash Benefit is refreshed every Policy Anniversary and non-accumulative.

2.4. DAILY HOSPITAL CASH BENEFIT FOR COVID-19 HOSPITALISATION

Upon receipt of due proof of Hospitalisation of the Life Assured due to COVID-19, We shall pay the amount of Daily Hospital Cash Benefit for COVID-19 Hospitalisation as stated in the Schedule of Benefit, subject to annual limit of fourteen (14) days.

To be entitled to Daily Hospital Cash Benefit for Novel Coronavirus (COVID-19) Infection, the Hospitalisation of Life Assured must:

- 2.4.1. be for confirmed diagnosis by a Doctor or Physician of Novel Coronavirus (COVID-19) Infection for a minimum of twenty four (24) consecutive hours.
- 2.4.2. be in Ministry of Health Malaysia designated hospital or quarantine and treatment center.
- 2.4.3. not be confirmed with COVID-19 infection on Issue Date or underwent test for COVID-19 on Issue Date and subsequently received positive result or in self-quarantine on Issue Date. This condition will be checked upon claim.

The annual limit up to fourteen (14) days per year is combined for all daily hospital cash benefit under this product and annual limit refreshes upon policy renewal. Daily Hospital Cash Benefit is refreshed every Policy Anniversary and non-accumulative.

3. RISKS NOT COVERED

- 3.1. This Compassionate Benefit is not payable if the death was caused directly or indirectly, wholly or partly, from any of the following occurrences:
 - 3.1.1. Life Assured dies by hands of justice; or
 - 3.1.2. Life Assured dies as a result of committing or attempting to commit a negligent and/ or illegal and/ or any act contrary to public policy.
 - 3.1.3. Life Assured commits suicide within one (1) year from Risk Commencement Date.
- 3.2. This Daily Hospital Cash Benefit is not payable if the Hospitalisation was caused directly or indirectly, wholly or partly, from any of the following occurrences:
 - 3.2.1. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof; or
 - 3.2.2. Dental conditions including dental treatment or oral surgery except as necessitated by accidental injury to sound natural teeth occurring wholly while this policy is in force; or
 - 3.2.3. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law; or
 - 3.2.4. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions; or
 - 3.2.5. Pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization; or
 - 3.2.6. Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations; carried out by a Physician, and treatments specifically for weight reduction or gain; or
 - 3.2.7. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane; or
 - 3.2.8. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection; or
 - 3.2.9. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material; or
 - 3.2.10. Donation of any body organ by a Life Assured; or
 - 3.2.11. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aroma therapy or other alternative treatment; or
 - 3.2.12. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
 - 3.2.13. Sickness or injury arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities; or
 - 3.2.14. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes; or
 - 3.2.15. Sex change operation or treatment; or
 - 3.2.16. a disease, illness or accident which the Life Assured was suffering from or sustained or diagnosed, before the Risk Commencement Date.

4. SCHEDULE OF BENEFIT

Benefit	RM				
	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5
Compassionate Benefit ²	500	1,250	1,500	2,000	2,500
Daily Hospital Cash Benefit (HCB) for Non-Accidental related causes ¹	35 / day	50 / day	70 / day	90 / day	110 / day
Daily Hospital Cash Benefit (HCB) for Accidental causes ¹	70 / day	100 / day	140 / day	180 / day	220 / day
Daily Hospital Cash Benefit (HCB) for COVID -19 Hospitalization ¹	35 / day	50 / day	70 / day	90 / day	110 / day

¹ Combined annual limit up to 14 days per year for daily hospital cash benefit and annual limit refreshes upon policy renewal. Hospital Cash Benefit is refreshed every Policy Anniversary and non-accumulative.

² Waiting Period of 30 days is applicable.

5. SCHEDULE OF PREMIUM

Below are the annual premium for 18 to 55 years old (age nearest birthday) and for both male and female:

Premium	RM				
	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5
Annual Premium	55	80	100	125	150

The renewal premiums payable are non-guaranteed. We reserve the right to revise the premium by giving You a ninety (90) days written notice.

INSURANCE GENERAL PROVISIONS

1. GENERAL DEFINITIONS

Accidental Bodily Injury	Injury resulted solely, directly and independently of all other causes from external, violent and accidental means with visible contusion or wound on the exterior of the body or internal injury or from accidental drowning revealed by autopsy.
Basic policy	Qaseh Bakti
Benefit	The Benefit payable by Us under this policy and specified as such in the policy.
Commencement Date	The date from which the term of this policy commences or is deemed to have commenced as per request of the Policy Owner and does not mean the effective date of coverage of the policy.
Disability	A Sickness, Disease or Illness or the entire injuries arising out of a single or continuous series of causes.
Doctor or Physician	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 or physician who is the Policy Owner / Life Assured himself.
Endorsement(s)	Any modification(s) or variation(s) of the terms and conditions of the policy that has been signed by Our authorised officer.
Hospital	<p>A registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:</p> <ul style="list-style-type: none"> • 24-hour nursing services by registered and graduate nurses; • Diagnostic and major surgery; and • Under the supervision of a Physician. <p>A Hospital is expressly NOT:</p> <ul style="list-style-type: none"> • Primarily a clinic; • A convalescent, nursing or rest home; • A rehabilitation centre for alcoholics or drug addicts; or • A home for the elderly or infirmed.
Hospitalisation	The admission to a Hospital as a registered inpatient for Medically Necessary treatments for a covered Disability upon recommendation of a Physician. A patient shall not be considered as an inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.
Issue Date	The date on which the policy was issued as stated in Policy Schedule.
Life Assured	The person whose life is covered under this policy as stated in Policy Schedule.
Medically Necessary	<p>A medical service:-</p> <ol style="list-style-type: none"> (a) which is consistent with the diagnosis and customary medical treatment for a covered Disability; (b) which is in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; (c) which is not for the convenience of the Life Assured / You or the medical practitioner, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient); (d) which is not of an experimental, investigational or research nature, preventive or screening nature, medical technology / procedure, which has not been proven to be effective, based on established medical practice, and which has not been approved by recognised body in the country in which You receive the treatment; (e) for which the charges are fair, reasonable and customary for the covered Disability; and

	(f) which provides treatment directly related to the covered Disability.
Novel Coronavirus (COVID-19) Infection	Novel coronavirus is a new strain of coronavirus that has not been previously identified in humans before the outbreak in year 2019 and currently known as COVID-19 as announced by World Health Organization. A diagnosis of which is confirmed by a registered medical practitioner where the Life Assured is kept in quarantine at any of the Ministry of Health Malaysia designated hospital or quarantine and treatment center.
Policy Anniversary	The anniversary of the policy Commencement Date.
Policy Owner	The person who owns this policy and can exercise all rights, privileges and options available under this policy.
Policy Schedule	The Policy Schedule annexed to this policy, stating the details of the policy.
policy Year	A period of twelve (12) months commencing from the Commencement Date and, thereafter, each period of twelve (12) months from a Policy Anniversary date.
Risk Commencement Date	The effective date of coverage when the risk or coverage under this policy commences as stated in Policy Schedule.
Sickness, Disease or Illness	Sickness, Disease or Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.
Waiting Period	Thirty (30) days from Risk Commencement Date.
We / Us / Our(s)	FWD Insurance Berhad (<i>formerly known as Gibraltar BSN Life Berhad</i>)
You / Your(s)	The Policy Owner.

2. AGE AND GENDER

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

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

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

3. ALTERATION

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

4. CANCELLATION WITHIN THE FIRST FIFTEEN (15) DAYS

If Your policy has been issued and for any reason whatsoever, You decide not to take up the policy, You may return the policy to Us for cancellation provided such request for cancellation is received by Us within fifteen (15) days from the date of delivery of the policy. Upon cancellation, You are entitled to the return of the premium paid, without interest. If You have paid the premium partially by using Perlindungan Tenang voucher, once the policy is cancelled, You shall not be entitled to a refund of the voucher or its cash equivalent but the Perlindungan Tenang voucher can be re-used for another Perlindungan Tenang product, You shall only be entitled to the refund of the premium paid which is not from the Perlindungan Tenang voucher. If You cancel the policy after fifteen (15) days from the delivery date of the policy, the policy shall be terminated on the next premium due date without any refund of premium paid.

5. CASH VALUE

This policy does not have any cash value.

6. CHANGES TO THE POLICY

This policy can only be amended, changed or waived by way of an Endorsement issued by Us. We may be required to make changes to this policy for reasons which may include introduction to new laws, rules,

regulations, or any other relevant terms and conditions after providing You with thirty (30) days prior written notice of such changes required.

7. **FREEDOM FROM RESTRICTION & TAX STATUS**

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

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

8. **FREE-LOOK PERIOD**

You have the right to return the policy to Us within fifteen (15) days after the delivery of the policy, if, for any reasons, You are not satisfied with this policy. If returned, the policy will be considered void from the beginning and any premium paid, without interest, will be refunded to You. If You have paid the premium partially by using Perlindungan Tenang voucher, once the policy is cancelled, You shall not be entitled to a refund of the voucher or its cash equivalent but the Perlindungan Tenang voucher can be re-used for another Perlindungan Tenang product, You shall only be entitled to the refund of the premium paid which is not from the Perlindungan Tenang voucher.

9. **GENERAL CLAUSE ON SANCTIONED LIST**

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

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

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

10. **GOVERNING LAW**

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

11. **INCONTESTABLE**

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

- 11.1. in the application for insurance; or
- 11.2. in report of a doctor, referee or any other person; or
- 11.3. in a document,

leading to the issuance of the policy, unless:

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

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

12. **MISREPRESENTATION / FRAUD**

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

13. **NON-PARTICIPATING POLICY**

This policy shall not participate in Our surplus earnings.

14. **NOTICE AND PROOF OF CLAIM**

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

15. **OCCUPATION**

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

- 15.1. engages or be employed in any occupation, business or pursuit which in Our opinion is more hazardous or involves greater risk to life or health compared to the occupation, business or pursuits made known to Us;
- 15.2. Upon entry, the Life Assured was not engaged or employed in any occupation, business or pursuit but subsequently became engaged or employed in an occupation, business or pursuit while this policy is still in force and fail to give Us immediate notice in writing of the same.

16. **POLICY CONTRACT**

This policy is issued in consideration of the payment of premium and pursuant to:

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

(collectively referred to as “material information”)

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

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

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

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

17. **RENEWAL**

- 17.1. Your policy is renewable on each Policy Anniversary upon full payment of premium. The coverage is guaranteed up to the Expiry Date.
- 17.2. The renewal premiums payable are non-guaranteed and may increase according to Your age at renewal. We reserve the right to revise the premium by giving You a ninety (90) days written notice.

18. **EXCLUSIONS**

Benefit will not be payable if:

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

19. **SUICIDE**

If the Life Assured, whether sane or insane, commits suicide within one (1) year from the Risk Commencement Date, the policy shall be terminated and We shall refund the amount of premium You have paid without interest.

20. **TAXES**

We shall charge You:

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

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

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

21. **TERMINATION**

This policy shall terminate in the following circumstances:

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

whichever shall first occur.

OWNERSHIP PROVISIONS

1. OWNERSHIP

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

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

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

2. ASSIGNMENT

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

3. NOMINEE

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

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

3.1. Your nominee is Your spouse or child; or

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

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

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

NOTICES AND CORRESPONDENCE

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

PREMIUM PROVISIONS

1. **PAYMENT OF PREMIUMS**

You must pay all premiums payable under this policy to Us on or before the premium due date in the currency which includes payments by electronic means.

2. **DEFAULT**

After payment of the first premium, failure to pay a premium on or before its subsequent due date(s) will be a default in payment of premium.

3. **GRACE PERIOD**

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