

POLICY TERMS AND CONDITIONS FOR TERM PROTECTION RIDER

(Hereinafter called "Rider Policy")

I. DEFINITIONS

1. **"Activity of Daily Living"** refers to the following:
 - 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. **"Basic Policy"** refers to the terms and conditions relating to the basic benefit and shall include endorsements unless it is specifically excluded in the endorsement from forming part of the Basic Policy.
3. **"Beneficiary"** refers to a third party of a life insurance contract who is legally entitled to the benefits from this Policy.
4. **"Cambodia Law"** refers to any and all applicable laws and regulations of the Kingdom of Cambodia in force and/or any amendment in relation thereof.
5. **"Cooling-off Period"** refers to the period of 21 (twenty-one) days after You have received the Policy.
6. **"Contract"** refers to the life insurance contract entered into by and between the Company and the Policy Owner/Insured.
7. **"Covered Surgery"** shall mean, for the purpose of this Rider Policy, the various surgical operations or procedures defined or specified in the Critical Illness Table.
8. **"Critical Illness Event"** shall mean when the Insured is diagnosed to be suffering from a critical illness or actually undergoes a Covered Surgery for a critical illness as set out in the Critical Illness Table.
9. **"Critical Illness Category"** shall mean the category of Critical Illness Events as set out in the Critical Illness Table.

10. **"Diagnosis"** shall mean the definitive diagnosis made by a Physician, as defined below, based upon such specific evidence, as referred in the definition of the particular Critical Illness Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us. Such diagnosis must be supported by a Physician to be appointed by Us who may base his opinion on the medical evidence submitted by the Insured and/or any additional evidence which the former may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, We shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such diagnosis shall be binding on both Insured and/or Payor and Us.

11. **"Effective Date"** or **"Commencement Date"** is the date when coverage under this Policy or its relevant Policy takes effect. The Effective Date is shown on the Insurance Certificate and the Commencement Date is the date of issue of any endorsement indicated in the relevant endorsement whenever the original terms and coverage of this Policy are changed subsequently. Commencement Date is also the approval date of reinstatement of the Policy.
12. **"Expiry Date"** for a Policy means the date, as shown in the Schedule of Benefits and Premiums of the Insurance Certificate, when the Policy shall expire.
13. **"Grace Period"** means a period of 30 (thirty) days after the Premium due date which will be allowed for payment of each subsequent Premium. The Policy will remain in force during the Grace Period. If any Premium remains unpaid at the end of its Grace Period, this Policy will be suspended from the following day of the expiration of the Grace Period. Thereafter, this Policy shall lapse and have no further value, unless reinstated as per Our requirements.
14. **"Insured"** refers to the Policy Owner and/or the person whose life is insured and his/her name and personal particulars are identified in the Insurance Certificate.
15. **"Late Stage Critical Illness/Surgery"** shall mean the category of Critical Illness Event as set out in the Critical Illness Table.
16. **"Policy Owner/ Owner/ Payor"** means the person effecting and legally entitled to this Policy.
17. **"Permanent"** means expected to last throughout the lifetime of the Insured.
18. **"Policy"** refers to the Basic Policy and Rider Policy(ies) which may be attached to it.
19. **"Policy Anniversary"** refers to the same date each year as the Policy Date.
20. **"Policy Debt"** means the aggregate amounts that you owe Us under this Policy, including any accrued penalty charges.
21. **"Policy Date"** is the effective date of this Policy as shown on the Insurance Certificate, it is the date from which Policy Anniversaries, Policy Years, Policy Months and Premium due dates are determined.

22. **"Policy Year"** refers to the 12 (twelve) month duration between 2 (two) Policy Anniversaries.
23. **"Pre-Existing Conditions"** shall mean illnesses that the Insured/You has/have reasonable knowledge of. The Insured/You may be considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which:
- a. the Insured/You 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.
24. **"Premium"** refers to the amount of money You pay to Us in consideration for coverage in this Policy.
25. **"Premium Cessation Date"** refers to the date when the Policy Owner ceases to pay the Premium under this Policy to the Company and such date as shown in the Insurance Certificate.
26. **"Physician"** shall mean 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 physician or surgeon who is the Insured/Payor himself.
27. **"Rider Policy"** shall mean additional benefits or coverage to the Basic Policy. It is validly attached to the Basic Policy if its product or code name and form number appear on the Insurance Certificate or is subsequently added by a relevant endorsement.
28. **"Sum Insured"** means the amount of the insurance coverage when it is issued and is shown on the Insurance Certificate. If the Sum Insured is subsequently changed according to the terms and conditions of this Policy, the amount after such alteration will become the Sum Insured.
29. **"Total and Permanent Disability"** or **"Disability"** shall mean the Insured and/or Payor suffers from complete and permanent irrecoverable loss of:
- Two arms; or
 - Two legs; or
 - One arm and one leg; or
 - Two eyes; or
 - One eye and one arm; or
 - One leg and one eye.

In this definition, complete and permanent irrecoverable loss of (i) eye(s) means physical loss of eyes or complete blindness, (ii) arm(s) means loss above the wrist, and (iii) leg(s) means loss above the ankle.

In case of complete loss of arm(s) or leg(s) or eye(s), such certification could be carried out at any time within the Policy term and when the Policy is in full force. In this definition, complete and permanent irrecoverable loss of arms and legs also means loss of use of those arms or legs, if it is certified by a registered hospital at the provincial level or above that the loss occurs after the 18th (eighteenth) birthday of the Insured and/or Payor and lasts for at least 6 (six) months.

30. **"Waiting Period"** refers to the time period from the Policy Effective Date or the reinstatement date, whichever is later. The Waiting Period for Late Stage Illness/Surgery shall be 90 (ninety) days.

31. **"We", "Us", "Our" or "Company"** refers to GC Life Insurance PLC.

32. **"You" or "Your"** means the Policy Owner of this Policy as shown in the Insurance Certificate.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

II. SUBJECT MATTER OF INSURANCE

Life of the Insured and/or Payor.

III. COVERAGE

This Policy provides coverage on Death/Total and Permanent Disability and Late Stage Critical Illness/Surgery during the policy in-force period.

IV. BENEFITS

Option 1 (Death/Total and Permanent Disability)

If the Insured and/or Payor as the case may be, dies or becomes Totally and Permanently Disabled as defined herein while this Rider Policy is in force, We will pay to You (or the Beneficiary(ies)), as the case may be, 100% of the Sum Insured less any indebtedness. Thereafter, this Rider Policy shall be terminated.

Option 2 (Death/Total and Permanent Disability/Late Stage Critical Illness/Surgery)

If the Insured and/or Payor as the case may be, dies or becomes Totally and Permanently Disabled or is diagnosed to be suffering from a critical illness or actually undergoes a surgery set out in the Critical Illness Table defined herein while this Rider Policy is in force, We will pay to You (or the Beneficiary(ies)), as the case may be, 100% of the Sum Insured less any indebtedness. Thereafter, this Rider Policy shall be terminated.

Any indebtedness on this Rider Policy at the time of payment of any benefit or proceeds above shall be deducted from the amount otherwise payable under this Rider Policy.

The terms and conditions of these provisions supersede any conflicting provisions which may be attached to or which may form part of this Rider Policy.

V. PREMIUM PROVISIONS

1. Payment

All premiums for this Rider Policy are payable on or before their due dates to Us by the method we specify. The validated deposit slip or premium deduction shown in your account statement shall be considered as proof of payment. The payment method shall follow that of the Basic Policy.

The Premium of this Rider Policy (Option 2) is subject to change by Us based on a number of factors including but not limited to the attained age, occupation of the Insured and/or Payor, and the range of Critical Illness Events covered under this Rider Policy. However, We shall inform You in writing 90 (ninety) days before such revision takes effect.

2. Change

You may change the frequency of premium payments by submitting a written request to Us. Subject to Our minimum premium requirements, premiums may be paid on an annual, semi-annual, quarterly or monthly mode at the premium rates applicable on the Effective Date.

The mode of payment shall follow that of the Basic Policy.

3. Default

After payment of the 1st (first) premium, failure to pay any subsequent premiums on or before its due date will constitute a default in premium payment. If the premium remains unpaid after the Grace Period, the Rider Policy will be suspended from the following day of the expiration of the Grace Period, and the Rider Policy will not be effective during such suspension.

4. Deduction of Premium at Death or Total and Permanent Disability or Late Stage Critical Illness/Surgery

Upon the death or Total and Permanent Disability or Late Stage Critical Illness/Surgery of the Insured and/or Payor, any balance of the premiums due until the end of Policy Year in which death or Total and Permanent Disability or Late Stage Critical Illness/Surgery occurs shall be deducted from the proceeds payable under this Policy.

VI. EXCLUSIONS

This Rider Policy does not cover:

1. Death

No death benefit will be payable if death of the Insured and/or Payor, is caused directly or indirectly, wholly or partly, by one of following events:

- a. Suicide within 2 (two) years from Policy Effective Date or date of reinstatement.
- b. A committed/attempted criminal offense.
- c. Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof.
- d. Drugs or stimulators or alcohol abuse, drunk driving, or their complications as determined by the law in force.

2. Total and Permanent Disability

The Company shall not cover any loss or Disability that is caused directly or indirectly, wholly or partly, by any of following events:

- a. Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- b. HIV infection, AIDS, or AIDS related diseases.
- c. War (whether declared or not), invasion, act of foreign enemy, civil war, revolution, insurrection, civil commotion, riot, strike, popular rising against the government, and terrorism.
- d. While the Insured and/or Payor is committing a felony or is being arrested, under arrest, or escaping the arrest.
- e. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured and/or Payor is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- f. While the Insured and/or Payor performs duty as military, police or volunteers and participates in the war or crime suppression.
- g. Pre-existing conditions, which existed before the Effective Date or the date of reinstatement of this Rider Policy, whichever is later. Pre-existing conditions shall

mean illnesses that the Insured and/or Payor has reasonable knowledge of, unless the conditions are declared to the Company and accepted by the Company. An Insured and/or Payor may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- i. The Insured and/or Payor had received or is receiving treatment;
 - ii. Medical advice, diagnosis, care or treatment has been recommended;
 - iii. Clear and distinct symptoms are or were evident;
 - iv. Its existence would have been apparent to a reasonable person in the circumstances.
- h. The Insured and/or Payor being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- i. Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any highspeed races, or in professional sport activities.

3. Critical Illness/Surgery

This Rider Policy shall not cover:

- a. Disease/s resulting from AIDS, AIDS-related complex or infection by HIV.
- b. Pre-existing conditions, which existed before the effective date or the date of reinstatement of this Rider Policy, whichever is later shall mean illnesses that the Insured has reasonable knowledge of, unless the conditions are declared to the Company and accepted by the Company. An Insured and/or Payor may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
 - i. The Insured and/or Payor had received or is receiving treatment;
 - ii. Medical advice, diagnosis, care or treatment has been recommended;
 - iii. Clear and distinct symptoms are or were evident;
 - iv. Its existence would have been apparent to a reasonable person in the circumstances.
- c. Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- d. The Insured and/or Payor being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- e. All Critical Illness presenting or diagnosed within the waiting period, inclusive of all Early Stage Critical Illness that are first diagnosed during the waiting period and that progresses to a Late Stage Critical Illness after the waiting period expires.
- f. War (whether declared or not), invasion, act of foreign enemy, civil war, revolution, insurrection, civil commotion, riot, strike, popular rising against the government, and terrorism.
- g. Committed criminal offense or an attempted commitment of a criminal offense by the Policy Owner, Insured, or Beneficiary. Beneficiaries not involved in the aforementioned criminal activity will remain eligible to receive their benefits.
- h. If resulting directly/indirectly from radioactive contamination arising from fuel, weapons, waste or processing.
- i. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- j. Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any highspeed races, or in professional sport activities.

VII. GEOGRAPHICAL COVERAGE

Death or Total and Permanent Disability or Late Stage Critical Illness/Surgery benefit is applicable worldwide.

VIII. THE BENEFICIARY

The Policy Owner/You who is/are also the Insured may nominate a natural person to receive the moneys payable upon Your death. You may name the Beneficiary(ies) at the time of Your application or at any time after this Policy has been issued in Our prescribed form.

You shall have the right, subject to any legal constraints, to revoke any such nominations and/or to name another Beneficiary(ies) by written notification to Us. Your written notification must be received and registered by Us during Your lifetime.

If the Insured intends to revoke or change the current Beneficiary(ies), the Insured firstly has to be the Policy Owner. The Insured may then by written notice to Us, by filing the proper forms, proceed to revoke the named Beneficiary(ies) and appoint other Beneficiary(ies). The revocation and change of Beneficiary(ies) shall take effect from the date of receipt of the written notice to Us.

If You have nominated more than one Beneficiary, We shall pay the moneys payable in equal shares to the persons nominated who is/are alive at time of the death of the Insured unless You have specified otherwise. This is subject to the laws in force at the time.

Such payment is deemed to be good discharge of the moneys payable under this Policy.

If on the death of the Insured, no Beneficiary is nominated, or the person(s) nominated is/are dead, the moneys payable may be paid to a successor. This is subject to the laws in force at the time.

IX. ALTERATION

The Contract may be altered by us by an endorsement subsequent to any underwriting decision or by request of the Policyholder to alter certain personal data such as telephone number, residential address or email address or other information as applicable.

Any alteration to the Contract shall be valid when accepted by us and becomes effective when an endorsement is issued by us and delivered to your last known residential or communication address as per our records.

X. REINSTATEMENT

If Premium is still in default after the stipulated Grace Period, this Rider Policy may be reinstated by Us at Our own discretion. This however has to be within 2 (two) years from the date of lapse and it is also subject to the following:

1. A written application is made by You to have this Rider Policy reinstated;
2. The Insured and/or Payor, is within the allowable age limits as determined by Us at the time of reinstatement;
3. The Insured and/or Payor, has to produce evidence of insurability that is satisfactory to Us;
4. Payment of all overdue premiums with penalty charge at the rate prescribed by Us at the material time;
5. Payment of any indebtedness outstanding at the material time, with penalty charge at the rate prescribed by Us; and
6. Any other terms and conditions which We may impose at the material time.

Upon reinstatement, the Rider Policy will be in force from the date of reinstatement. Penalty charges on Premiums and Policy Debt (if any) will be compounded to the date of reinstatement at an annual rate determined by Us. No cover is provided under this Rider Policy during the period starting from the date on which the Rider Policy lapses and ending on the date of reinstatement.

Any reinstatement shall only cover loss or the Insured event which occurs after the reinstatement date.

XI. COOLING-OFF PERIOD CANCELLATION/SURRENDER OF THE RIDER POLICY

You may at any time request to cancel/surrender this Rider Policy in writing to Us by using the form provided by Us.

If you request to cancel this Rider Policy within the Cooling-Off Period, the premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. Upon Our payment, this Rider Policy will be terminated and all benefits and rights under this Rider Policy shall cease and have no further effect.

If you request to surrender after the Cooling-Off Period ended, there shall be no cash surrender value payable to You and this Rider Policy will be terminated and all benefits and rights under this Rider Policy shall cease and have no further effect

XII. TERMINATION

Your Rider Policy shall automatically terminate upon:

1. its Basic Policy is terminated or the benefits of this Rider Policy herein provided have been paid; or
 2. this Rider Policy becomes matured, expiration of reinstatement period as stipulated in Clause X, or is surrendered;
- Whichever occurs earlier.

The payment or acceptance of any premium after the termination of this Rider Policy shall not create any liability on Our part but We shall refund any such premium.

XIII. CLAIMS PROCEDURE

1. Notice of Claim

Immediate notice of means claims in every must be given to Us within 90 (ninety) days in the event of death, total and permanent disability or critical illness of the Insured and/or Payor. Such notice given to Us at Our office with particulars sufficient to identify the Insured and/or Payor, shall be deemed to be notice to Us. If the claimant fails to give immediate notice, We shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

2. Proof of Death

We, upon receipt of such notice, will provide the claimant with the appropriate forms for filing proof of death. If the forms are not given within 15 (fifteen) days, the claimant by submitting written proof covering the occurrence and circumstance of death for which the claim is made shall be deemed to have complied with the requirements of this provision.

3. Proof of Total and Permanent Disability

Proof of Disability shall be submitted to Us, who shall determine if Disability as defined in this Rider Policy is satisfied. We shall have the right to call for an examination of the Insured and/or Payor, and/or the evidence used in arriving at such Disability, by such persons as We require.

4. Proof of Critical Illness Event

We, upon receipt of such notice, will furnish to the claimant the appropriate forms for filing proof of Critical Illness Event. If the forms are not furnished within 15 (fifteen) days of receipt of such notice, the claimant by submitting written proof covering the occurrence, the character and the degree of the Critical Illness Event for which the claim is made shall be deemed to have complied with the requirements of this provision.

- a. If there are 2 (two) or more claims made under different Critical Illness Category which are diagnosed on the same date, we will pay only 1 (one) claim, whichever is the highest claim, admitted by Us.
- b. **Filing Proof of Critical Illness Event**
Proof of Critical Illness Event must be furnished to Us during the lifetime of the Insured and/or Payor, and within 6 (six) months after the diagnosis of such Critical Illness Event.

5. Claim Payment

After verification of all the claim related documents, if it is confirmed to be covered, the Company shall pay the benefit within 5 (five) working days after the claim has been approved.

6. Method of Payment

Various payment methods are available for claim payment such as bank transfer, cheque, cash, and other methods which are available at the time of payment.

XIV. CONFIDENTIALITY

All information provided to the insurance company shall be kept in confidence and no information shall be disclosed to any third party without prior consent, except as required by law or regulation.

XV. GOVERNING LAW

This Policy shall be governed by the laws of Cambodia. If any disputes arising out of or relating to this Policy cannot be settled through amicable negotiation, as the first instance, between the Company and the Policy Owner, the parties agree in good faith to settle the dispute by mediation administered by the Insurance Regulator of Cambodia prior to submitting to the Courts of Cambodia which shall have the exclusive jurisdiction as the final dispute settlement.

XVI. GENERAL PROVISIONS

1. Policy Contract

This Rider Policy is issued in consideration of the payment of premiums as specified in the Policy Insurance Certificate and pursuant to:

- a. The answers given by You and/or the Insured in Your application/proposal form or any subsequent questionnaires given by Us on any matters relating to Your proposal and any disclosures made by You between the time of submission of the application/proposal and the time this contract is entered into; and
- b. Medical reports and any other reports and questionnaires;

(collectively referred to as “the material information”)

And such material information shall form part of this contract of insurance between Us and You. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in the relevant Cambodia Law will apply.

Your Policy consists of the Basic Policy and the Rider Policy which may be attached to it. The product name of the Basic Policy and the product and/or code name and form number of

the Rider Policy, if attached to this Policy, are shown under the Schedule of Benefits and Premiums of the Policy Insurance Certificate.

2. Currency and Payment Channel

All amounts payable either to or by Us will be paid in the currency shown on the Policy Insurance Certificate or subsequent endorsement. All amounts due from Us will be payable by the channel specified by Us.

3. Data Requirement Provisions

- a. Any personal information collected or held by Us with respect to each Insured and/or Payor under this Policy may be held, used and disclosed by Us to individuals or organizations associated with Us with regards to matters pertaining to the Insured's coverage.
- b. It shall be Your responsibility to ensure that the personal information provided to Us is accurate. You shall indemnify and keep Us indemnified against any and all losses, costs, expenses, actions, proceedings suffered by Us as a result of Your failure to carry out the aforesaid.

4. Misstatement of Age and/or Gender

- a. The age stated on the Policy Insurance Certificate is the age of the Insured and/or Payor that is declared in Your application. The said age is that of the Insured and/or Payor's last birthday at Policy Date.
If there is a misstatement of age and/or gender, the premium and/or benefits that would be payable shall be adjusted based on the correct age and/or gender of the Insured and/or Payor. If We find out within the first 2 (two) years of this Rider Policy that, at the date of enrollment, the Insured and/or Payor's true age was greater than the maximum entry age allowed or lower than the minimum entry age allowed, We have the right to cancel the Rider Policy and return You the premium paid.
- b. If the Insured and/or Payor is not eligible for insurance at the correct age and/or gender, this Rider Policy shall be void and We will refund to You the premiums paid.
- c. Payment of benefits under this Rider Policy will only be made, provided the age and/or gender of the Insured and/or Payor is verified and confirmed. The Insured and/or Payor's age and/or gender shall be verified and confirmed if due proof is submitted to Us.

5. Indisputability

The Policy Owner's or Insured's failure to disclose any fact or their misrepresentation of any fact within their knowledge that is material to the insurance (and it is not disclosed by the other party) will not, in the absence of fraud, render this Rider Policy voidable by the Company after it has been in force for 2 (two) years from the Policy Effective Date or Commencement Date, whichever is later.

Such failure to disclose or misrepresentation could be in the application for this Policy, any medical evidence form, or any written statements and answers furnished as evidence of insurability.

XVII. OWNERSHIP PROVISIONS

1. The Policy Owner

You are the Policy Owner of this Policy as shown on the Insurance Certificate until changed. As the Policy Owner, only You can, during the Insured and/or Payor's lifetime, exercise all rights, privileges and options provided under this Policy subject to the written consent of and assignee's rights, if any. Upon Your death, such rights, privileges and options shall vest in the contingent owner, if any.

2. Change of Ownership and Assignment

While this Rider Policy is in force. You may change ownership of this Rider Policy and/or the Beneficiary by filing a written notice. Such change is valid only if recorded by Us during the lifetime of the Insured and/or Payor and endorsed on this Rider Policy. We shall not assume any liability for the validity of the assignment.

All assignments shall be subject to any indebtedness under this Rider Policy.

XVIII. OTHER PROVISIONS

1. Any illegality, invalidity or unenforceability of any clause of these General Provisions under the Cambodian law shall not affect the legality, validity or enforceability of any other provisions in this Rider Policy.
2. Our books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Rider Policy. Any certificate by any of Our officers as to the moneys or liabilities for the time being due and remaining or incurred to Us by the Insured and/or Payor shall be binding and conclusive evidence on the Insured and/or Payor in all courts of law and elsewhere.
3. If We delay or fail to exercise any rights/remedies under this Rider Policy, it will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent Us from any other or further exercise of any other right/remedy. The rights and remedies provided in this Rider Policy are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).
4. This Rider Policy shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in Our constitution.
5. The terms and conditions stated in this Rider Policy constitute the entire terms and conditions of this Rider Policy. No prior inconsistent representation or statement made in relation to this Rider Policy whether orally or in writing shall form part of this Rider Policy.
6. We reserve the right to alter the terms of this Rider Policy in such a way as We deem appropriate in the event of any change in the law or in the basis of taxation levy applicable to Us or this Rider Policy.

XIX. CRITICAL ILLNESS TABLE

Late Stage Critical Illness Definitions

<p>1. Major Cancer – of specified severity and does not cover very early cancers</p>	<p>Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.</p> <p>For the above definition, the following are not covered:</p> <p>(i) All cancers which are histologically classified as any of the following:</p> <ul style="list-style-type: none"> - pre-malignant - non-invasive - carcinoma in situ
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	<ul style="list-style-type: none"> - having borderline malignancy - having malignant potential <p>(ii) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)</p> <p>(iii) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)</p> <p>(iv) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)</p> <p>(v) Chronic Lymphocytic Leukemia less than RAI Stage 3 (three)</p> <p>(vi) All cancers in the presence of HIV</p> <p>(vii) Any skin cancer other than malignant melanoma</p>
2. Heart Attack	<p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ul style="list-style-type: none"> (i) A history of typical chest pain; (ii) 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 (iii) 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: <ul style="list-style-type: none"> - Cardiac Troponin T; or - Cardiac Troponin I > / = 0.5 ng/ml <p>The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> - occurrence of an acute coronary syndrome including but not limited to unstable angina. - a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.
3. Coronary Artery Bypass Surgery	<p>Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> (i) Angioplasty; (ii) Other intra-arterial or catheter based techniques; (iii) Keyhole procedures; (iv) Laser procedures.
4. Major Stroke – resulting in permanent neurological deficit with persisting clinical symptoms	<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. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of 3 (three) months applies.</p> <p>For the above definition, the following are not covered:</p> <ul style="list-style-type: none"> (i) Transient ischemic attacks (ii) Cerebral symptoms due to migraine

	<ul style="list-style-type: none"> (iii) Traumatic injury to brain tissue or blood vessels (iv) Vascular disease affecting the eye or optic nerve or vestibular functions
5. End-Stage Liver Failure	<p>End stage liver failure as evidenced by all of the following:</p> <ul style="list-style-type: none"> (i) Permanent jaundice; (ii) Ascites; and (iii) Hepatic encephalopathy. <p>Liver failure secondary to alcohol or drug abuse is excluded.</p>
6. End-Stage Lung Disease	<p>End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:</p> <ul style="list-style-type: none"> (i) The need for regular oxygen treatment on a permanent basis; (ii) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 (one) litre during the first second; (iii) Shortness of breath at rest; and (iv) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.
7. Open Heart Valve Replacement Surgery	<p>The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.</p> <p>Repair via intra-arterial procedure, key-hole surgery or similar techniques are specifically excluded.</p>
8. Major Organ Transplantation	<p>The receipt of a transplant of one of the following human organs:</p> <ul style="list-style-type: none"> - heart, - lung, - liver, - kidney, - pancreas, <p>that resulted from irreversible end failure of the relevant organ.</p> <p>Stem cell transplants, islet cell transplants and transplants of part of an organ are excluded.</p>
9. Kidney Failure	<p>End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.</p>
10. Third Degree Burn	<p>“Third Degree Burns” refers to full thickness of skin burns covering at least 20% (twenty percent) of the total body surface area directly resulting from an accident. The skin burns should be identified as needing treatment in a registered hospital and require operative debridement.</p>
11. Coma for at least 96 (ninety-six) hours	<p>The state of coma as diagnosed by the neurologist or neurosurgeon. This diagnosis must be supported by evidence of all of the following:</p> <ul style="list-style-type: none"> - Requires life support equipment to sustain life. - No response to external stimulation for at least 96 (ninety-six) hours.

	<ul style="list-style-type: none"> - The brain is permanently damaged and unable to perform at least one Activity of Daily Living for at least 30 (thirty) days from the date of coma. <p>Medically induced coma or coma caused directly by alcohol drinking or drug abuse are specifically excluded.</p>
12. Aplastic Anaemia	<p>A state of irreversible persistent bone marrow failure diagnosed by result of Bone Marrow biopsy that causes anemia, leukopenia, thrombocytopenia and must be treated by at least 2 (two) of the following treatments:</p> <ul style="list-style-type: none"> - Regular blood product transfusion - Marrow stimulating agents - Immunosuppressive agents - Bone marrow transplant.
13. Parkinson's Disease	<p>The unequivocal diagnosis of idiopathic Parkinson's Disease by a Consultant neurologist. This diagnosis must be supported by all of the following conditions:</p> <ul style="list-style-type: none"> - the disease cannot be controlled with medication; - signs of progressive impairment; and - inability of the Insured to perform without assistance at least 3 (three) of the 6 (six) Activities of Daily Living for a continuous period of at least 6 (six) months. <p>Drug-induced or toxic causes of Parkinsonism are excluded.</p>
14. Alzheimer's Disease	<p>Progressive deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous care and supervision of the Insured. This diagnosis must be supported by the clinical confirmation of a Neurologist and supported by the Company's appointed doctor.</p> <p>The following are excluded:</p> <ul style="list-style-type: none"> - Non-organic diseases such as neurosis and psychiatric illnesses; and - Drugs or Alcohol related brain disorder or any reversible organic brain disorder.