

## POLICY TERMS AND CONDITIONS FOR WAIVER OF PREMIUM RIDER

(Hereinafter called "Rider Policy")

## I. DEFINITIONS

- 1. "Activity of Daily Living" refers to the following:
  - (i) Transfer Getting in and out of a chair without requiring physical assistance.
  - (ii) Mobility The ability to move from room to room without requiring any physical assistance.
  - (iii) Continence The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
  - (iv) Dressing Putting on and taking off all necessary items of clothing without requiring assistance of another person.
  - (v) Bathing/Washing The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
  - (vi) Eating All tasks of getting food into the body once it has been prepared.
- 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. "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.
- 4. "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.
- 5. "Critical Illness Category" shall mean the category of Critical Illness Events as set out in the Critical Illness Table.
- 6. "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 Us.
- 7. **"Effective Date"** or **"Commencement Date"** is the date when coverage under this Policy or its relevant Rider 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 and/or its Rider Policy in case of any reinstatement.

- 8. **"Expiry Date"** for a Rider Policy means the date, as shown in the Schedule of Benefits and Premiums of the Insurance Certificate, when the Rider Policy shall expire.
- 9. "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 Rider Policy will be suspended from the following day of the expiration of the Grace Period. Thereafter, this Rider Policy shall lapse and have no further value, unless reinstated as per Our requirements.
- 10. "Insured" refers to the Policy Owner and/or the person whose life is insured and his name and personal particulars are identified in the Insurance Certificate.
- 11. "Late Stage Critical Illness/Surgery" shall mean the category of Critical Illness Event as set out in the Critical Illness Table.
- 12. "Policy Owner/ Owner/ Payor" means the person effecting and legally entitled to this Policy.
- 13. "Permanent" means expected to last throughout the lifetime of the Insured.
- 14. "Permanent Neurological Deficit with Persisting Clinical Symptoms" means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Insured. Symptoms that are covered include numbness, paralysis, localized weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), and visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.
- 15. "Policy" refers to the Basic Policy and Rider Policy(ies) which may be attached to it.
- 16. "Policy Anniversary" refers to the same date each year as the Policy Date.
- 17. "Policy Debt" means the aggregate amounts that you owe Us under this Policy, including any accrued penalty charges.
- 18. "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.
- 19. "Policy Year" refers to the 12 (twelve) month duration between 2 (two) Policy Anniversaries.
- 20. "Pre-Existing Conditions" shall mean illnesses that the Insured/You has/have reasonable knowledge of. An Insured/You may be considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which:
  - 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.
- 21. "Premium" refers to the amount of money You pay to Us in consideration for coverage in this Policy.
- 22. "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 himself.
- 23. "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.
- 24. "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.
- 25. "**Total and Permanent Disability**" or "**Disability**" shall mean the Insured suffers from complete and permanently 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 permanently 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 permanently 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 provincial level or above that the loss occurs after the 18th (eighteenth) birthday of the Insured and lasts for at least 6 (six) months.

- 26. "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.
- 27. "We", "Us", "Our" or "Company" refers GC Life Insurance PLC.
- 28. "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, COVERAGE AND BENEFITS

We will provide the following benefits if, while this Rider Policy is in force, the Insured or the Payor as the case may be, dies or becomes Totally and Permanently Disabled or is diagnosed to be suffering or the actual undergoing of a surgery from a Critical Illness Event as defined in the Critical Illness Table:

## Option 1: Waiver of Premium upon Late Stage Illness/Surgery of the Insured

Premiums starting from the next premium due will be waived up to the end of the term of this Rider Policy.

## 2. Option 2: Waiver of Premium upon Total and Permanent Disability or Late Stage Illness/Surgery of the Insured

Premiums starting from the next premium due will be waived up to the end of the term of this Rider Policy.

# 3. Option 3: Waiver of Premium upon Death or Total and Permanent Disability or Late Stage Illness/Surgery of the Payor

Premiums starting from the next premium due will be waived up to the end of the term of this Rider Policy.

#### III. PREMIUM PAYMENT

The Premium of this Rider Policy 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 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.

Premium payment frequency and premium payment method will follow that of the Basic Policy.

## IV. EXCLUSIONS

This Rider Policy does not cover:

## 1. Death

No Waiver of Premium benefit will be payable if death of Payor is caused directly or indirectly, wholly or partly, by one of following events:

- 1) Suicide within 2 (two) years from the Policy Effective Date or date of reinstatement.
- 2) A committed/attempted criminal offense.
- 3) Human Immunodeficiency Virus (HIV) and/or any HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutations, derivation or variations thereof.
- 4) 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:



- 1) Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- 2) HIV infection, AIDS, or AIDS related diseases.
- 3) 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.
- 4) While the Insured is committing a felony or while the Insured is being arrested, under arrest, or escaping the arrest.
- 5) 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.
- 6) While the Insured performs duty as military, police or volunteers and participate in the war or crime suppression.
- 7) Pre-existing conditions, which existed before the Effective Date or the date of reinstatement of this policy, whichever is later. Pre-existing conditions 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 may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
  - i. The Insured 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.
- 8) The Insured being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- 9) 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

- 1) Disease/s resulting from AIDS, AIDS-related complex or infection by HIV.
- Pre-existing conditions, which existed before the effective date or the date of reinstatement of this 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 may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
  - 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;
  - d. Its existence would have been apparent to a reasonable person in the circumstances.
- 3) Suicide, attempted suicide, or self-inflicted injury, while sane or insane.
- 4) The Insured being under the influence of alcohol or the taking of any drug, except under the direction of a registered medical practitioner.
- 5) 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 progress to a Late Stage Critical Illness after the Waiting Period expires.
- 6) 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.
- 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
- 8) If resulting directly / indirectly from radioactive contamination arising from fuel, weapons, waste or processing.
- 9) 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.
- 10) Participation in dangerous sports activities including but not limited to scuba diving, mountain climbing, parachuting or any highspeed races, or in professional sport activities.

#### V. GEOGRAPHICAL COVERAGE

Worldwide.

## VI. BENEFICIARY

Not Applicable.

#### VII. ALTERATIONS

We reserve the right to amend the terms and conditions of this Rider Policy by giving a 90 (ninety) days prior notice in writing by ordinary post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Rider Policy. No alteration to this Rider Policy shall be valid unless authorized by Us and such approval is endorsed on this Rider Policy.

## VIII. ANNUAL RENEWABILITY

This Rider Policy shall be yearly renewable with the payment of the Rider Policy premium due on or before its due date and shall be renewable up to the term of the Basic Policy as specified in the Insurance Certificate.

## IX. TERMINATION

In addition to the Provisions of the Basic Policy, Your coverage under this Rider Policy will automatically terminate on the earliest of the following dates:

- (a) The day on which the Critical Illness Benefit for Late Stage Illness/Surgery is paid;
- (b) The Policy Anniversary on or immediately following the 65th (sixty fifth) birthday of the Insured; and
- (c) The Expiry Date of the Rider Policy.

## X. CANCELLATION

You may cancel this Rider Policy at any time by giving a written notice to Us.



#### XI. CLAIMS PROCEDURE

#### 1. Notice of Claim

A written notice of claim must be given to Us within 90 (ninety) days after the death of Payor or the Insured/Payor, as the case may be, is diagnosed to have suffered a Critical Illness Event or suffered from Total and Permanent Disability. Such notice given to Us at Our Office with particulars sufficient to identify the Insured/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 Policy is satisfied. We shall have the right to call for an examination of the Insured/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.

#### 5. Filing Proof of Critical Illness Event

Proof of Critical Illness Event must be furnished to Us during the lifetime of the Insured/Payor and within 6 (six) months after the diagnosis of such Critical Illness Event.

## XII. 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.

#### XIII. 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.

#### XIV. REINSTATEMENT



Upon reinstatement, the 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 Policy during the period starting from the date on which the Policy lapses and ending on the date of 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:

- (a) A written application is made by You to have this Policy reinstated;
- (b) The Insured is within the allowable age limits as determined by Us at the time of reinstatement;
- (c) The Insured has to produce evidence of insurability that is satisfactory to Us;
- (d) Payment of all overdue premiums with penalty charge at the rate prescribed by Us at the material time;
- (e) Payment of any indebtedness outstanding at the material time, with penalty charge at the rate prescribed by Us; and
- (f) Any other terms and conditions which We may impose at the material time.

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

## XV. 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 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.

## XVI. CRITICAL ILLNESS TABLE

## **Late Stage Critical Illness Definitions**

1. Major Cancer – of specified	Any malignant tumour positively diagnosed with
severity and does not cover very early cancers	histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.
	For the above definition, the following are not covered:
	<ul><li>(i) All cancers which are histologically classified as any of the following:</li><li>pre-malignant</li></ul>



	<ul> <li>non-invasive</li> <li>carcinoma in situ</li> <li>having borderline malignancy</li> <li>having malignant potential</li> </ul>
	<ul> <li>(ii) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)</li> <li>(iii) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)</li> <li>(iv) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)</li> <li>(v) Chronic Lymphocytic Leukemia less than RAI Stage 3 (three)</li> <li>(vi) All cancers in the presence of HIV</li> <li>(vii) Any skin cancer other than malignant melanoma</li> </ul>
2. Heart Attack	Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:  (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:  - Cardiac Troponin T; or  - Cardiac Troponin I > / = 0.5 ng/ml
	The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.
	For the above definition, the following are not covered:  - 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	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.
	For the above definition, the following are not covered:  (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	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 three (3) months applies.
	For the above definition, the following are not covered:  (i) Transient ischemic attacks  (ii) Cerebral symptoms due to migraine  (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	End stage liver failure as evidenced by all of the following:
	(i) Permanent jaundice; (ii) Ascites; and (iii) Hepatic encephalopathy.
	Liver failure secondary to alcohol or drug abuse is excluded.
6. End-Stage Lung Disease	End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:
	<ul> <li>(i) The need for regular oxygen treatment on a permanent basis;</li> <li>(ii) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 (one) litre during the first second;</li> <li>(iii) Shortness of breath at rest; and</li> <li>(iv) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.</li> </ul>
7. Open Heart Valve Replacement Surgery	The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.
	Repair via intra-arterial procedure, key-hole surgery or similar techniques are specifically excluded.
8. Major Organ Transplantation	The receipt of a transplant of one of the following



	Th
	human organs:
	- heart,
	- lung,
	- liver,
	- kidney,
	- pancreas,
	that resulted from irreversible end failure of the relevant
	organ.
	Stem cell transplants, islet cell transplants and transplants
	of part of an organ are excluded.
9. Kidney Failure	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.
10. Third Degree Burn	"Third Degree Burn" refers to full thickness of skin burns
	covering at least twenty percent (20%) 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.
11. Coma for at least 96 (ninety-	The state of coma as diagnosed by the neurologist or
six) hours	neurosurgeon. This diagnosis must be supported by evidence
	of all of the following:
	- Requires life support equipment to sustain life.
	- No response to external stimulation for at least 96 (ninety-
	six) hours.
	- The brain is permanently damaged and unable to perform
	at least one activity of daily living (ADL) for at least 30 (thirty)
	days from the date of coma.
	days from the date of coma.
	Medically induced coma or coma caused directly by alcohol
	drinking or drug abuse are specifically excluded.
	diffixing of drug abuse are specifically excluded.
12. Aplastic Anaemia	A state of irreversible persistent bone marrow failure
12. Apiastic Aliacillia	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:
	, , ,
	- Regular blood product transfusion
	- Marrow stimulating agents
	- Immunosuppressive agents
	- Bone marrow transplant
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13. Parkinson's Disease	The unequivocal diagnosis of idiopathic Parkinson's Disease
	by a Consultant neurologist. This diagnosis must be
	supported by all of the following conditions:



	<ul> <li>the disease cannot be controlled with medication;</li> <li>signs of progressive impairment; and</li> <li>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.</li> <li>Drug-induced or toxic causes of Parkinsonism are excluded.</li> </ul>
14. Alzheimer's Disease	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.  The following are excluded:  - Non-organic diseases such as neurosis and psychiatric illnesses; and  - Drug or Alcohol related brain disorder or any reversible organic brain disorder.