



UNITED COCONUT PLANTERS LIFE ASSURANCE CORPORATION
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CRITICAL ILLNESS BENEFIT RIDER

CONTRACT

We issue this Rider in consideration of your application and your payment to us of its first premium. This Rider, when specified in the Schedule of Benefits and Premiums, is made part of the Policy to which it is attached. All provisions of the Policy will also apply to this Rider, except those which are inconsistent with the provisions of this Rider.

The effective date of this Rider is shown in the Policy Data Page unless a different date is endorsed in the Policy.

FREE-LOOK PERIOD

This Rider provides a free-look period of fifteen (15) days from the time of the receipt of the rider contract. You agree that your receipt of the rider contract may be established through receipt of the physical copy of the same or receipt of the e-Policy to the email address you have indicated in your application form, regardless of whether you acknowledge receipt of said email.

During the said period, you may cancel this Rider for any reason whatsoever by returning it to us at our office together with your duly signed written notice clearly indicating such intention. Upon receipt of said written notice and this Rider, we will refund the premiums paid for this Rider subject to Company's refund policies and procedure.

Under this period, no refund will be made if a claim has been admitted.

DEFINITIONS

CRITICAL ILLNESS means illness, disease or condition as listed and defined under Covered Critical Illnesses provision.

HOSPITAL means a legally constituted establishment which meets all of the following requirements:

- (1) holds a license as a hospital;
- (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (3) provides 24 hours a day nursing service by registered or graduate nurses;
- (4) has a staff of one or more licensed physicians available at all times;
- (5) provides organized facilities for diagnosis and surgical facilities; and is not primarily a clinic, nursing home or convalescent home or similar establishment, nor, other than incidentally, a place for alcoholics or drug addicts.

HOSPITAL CONFINEMENT means Medically Necessary admission in a Hospital as an in-patient upon the recommendation of a Physician. The Insured must be under the care of a medical practitioner for the whole period of confinement (which must be more than twelve (12) continuous hours).

MEDICALLY NECESSARY means such confinement, treatment, procedure, supplies or other medical services which:

- 1) are required for the direct treatment of the Insured's condition; and
- 2) are appropriate and consistent with the symptoms and findings, and direct treatment of the Insured's Covered Sickness; and
- 3) are in accordance with generally accepted medical practice; and
- 4) are not purely experimental or investigative in nature; and
- 5) could not be omitted without adversely affecting the Insured's medical condition.

PHYSICIAN means any person licensed by the Professional Regulation Commission or other countries' similar government authority to render medical and surgical services and acting within the scope of his license other than the Insured or a member of the Insured's immediate family.

BENEFIT

If the Insured is diagnosed with any of the Covered Critical Illnesses below, while this Rider is in force, we will pay to you, if alive, or if not to the Insured if he is alive, or otherwise to your designated Beneficiary(ies), the Amount of Benefit under this Rider as shown in the Schedule of Benefits and Premiums provided that:

- i. the Insured's Critical Illness has occurred ninety (90) days after the Effective Date of this Policy or the date of its last reinstatement, whichever is later, as evidenced by the symptoms of the said illness occurring after this said period, or as may be established by medical examination.
- ii. The Insured has survived for at least thirty (30) days from the date of the diagnosis of Covered Critical Illness, or at least the required observation period or minimum treatment period as stated in its definition, if any, whichever is longer.

Subject to the exclusions, the 90-day waiting period may not be applied if the Critical Illness for which the Insured has suffered was a result wholly and directly by an accident occurring after the effective date or date of last reinstatement, whichever is later, and such accident occurred while the Insured's coverage under this Rider is in force.

The Critical Illness must be confirmed by a Physician who is duly licensed, qualified and accredited as a specialist for the Critical Illness being claimed and/or by our medical director or authorized medical consultant, according to our guidelines.

COVERED CRITICAL ILLNESSES

Covered Critical Illness includes the following thirty-six (36) illnesses and excludes all other illnesses. Any diagnosis of a Critical Illness must fulfill the meaning together with the terms and conditions stated under the Benefit provision.

We reserve the right to change these definitions from time to time as we deem necessary, subject to approval of the Insurance Commission and proper notice.

1. **Heart Attack** – the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The positive diagnosis must be based on the meeting of all of the following criteria:
 - a history of typical chest pain or symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction
 - recent electrocardiographic changes indicative of myocardial infarction
 - unequivocal rise above accepted normal values of biochemical cardiac specific markers such as CK-MB or cardiac troponins

The heart attack must have been severe enough to require an inpatient hospital stay and any impairment sustained as a result of the heart attack must be evident for at least 60 days after hospital discharge.

For the above definition, other acute coronary syndromes are not covered, including, but not limited to, angina or the chance finding of ECG changes suggestive of a previous heart attack.

2. **Stroke** – a cerebrovascular accident or incident producing neurological sequelae lasting for more than twenty-four (24) hours and including infarction of brain tissue, hemorrhage and embolization from an extracranial source. Evidence of permanent neurological damage must be produced. Prolonged reversible ischaemic neurological disease and transient ischaemic attacks are not covered. The permanent nature of a neurological defect has to be confirmed by a neurologist at the earliest one (1) month after the event.
3. **Cancer** – a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue.

The cancer must be confirmed by histological evidence of malignancy by a qualified pathologist.

The following are excluded:

- “Carcinoma in situ”, cervical dysplasia, CIN-1, CIN-2 and CIN-3, and all pre-malignant conditions or non-invasive cancers
 - Early prostate cancer TNM classification T1 (including T1a and T1b) or equivalent classification
 - Melanomas of the skin of less than 1.5mm Breslow thickness, or less than Clark Level 3
 - Hyperkeratoses, basal cell and squamous cell skin cancers
 - Papillary micro-carcinoma of the Thyroid or Bladder, Chronic Lymphocytic Leukaemia less than RAI stage 3
 - Stage 1 Hodgkin’s disease
 - All tumors in the presence of Human Immunodeficiency Virus (HIV) infection
4. **Major Organ Transplant** – the actual undergoing as a recipient of a transplant of bone marrow or of a complete heart, kidney, liver, lung, or pancreas. Transplantation means the replacement of the recipient’s malfunctioning organ(s) or tissue, with the organ(s) or tissue from a donor suitable under generally accepted medical procedures. Other stem cell transplants are excluded.
5. **Renal Failure** – the end stage renal disease, due to whatever cause or causes, that persists for a period of at least 90 days, with the Insured undergoing regular peritoneal dialysis or hemodialysis or having had renal transplantation.
6. **Multiple Sclerosis** – the unequivocal diagnosis by a registered consultant neurologist confirming more than one episode of well-defined neurological deficit, with persisting signs of involvement of the optic nerves, brain stem and spinal cord together with impairment of coordination and motor and sensory functions, with the Insured not necessarily confined to a wheelchair, and with symptoms persisting for at least a continuous period of six (6) months.

The diagnosis must be confirmed by modern diagnostic techniques such as image scanning.

7. **Motor Neurone Disease** – a disease of the nervous system characterized by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. These include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. The condition must be confirmed by a registered consultant neurologist as progressive and resulting in irreversible damage to the nervous system.
8. **Heart Valve Surgery** – the undergoing of open-heart surgery to correct valvular abnormalities. Repair via valvotomy, intra-arterial procedure, key-hole surgery or similar techniques are specifically excluded.
9. **Coronary Artery Bypass Surgery** – the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts in persons with limiting angina symptoms, but excluding non-surgical techniques such as balloon angioplasty, other intra-arterial, keyhole or laser relief of an obstruction.
10. **Parkinson’s Disease** – a slow and progressive degenerative disease of the central nervous system as a result of loss of pigment containing neurons of the brain. The unequivocal diagnosis of Parkinson’s Disease must be made by a registered consultant neurologist where the condition:
- cannot be controlled with medication;
 - shows signs of progressive impairment; and
 - renders the Insured unable to perform without assistance three or more of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair.

Only idiopathic Parkinson’s Disease is covered. Parkinson’s Disease secondary to drug abuse, other forms Parkinsonism and other Parkinsonian syndromes are excluded.

11. **Muscular Dystrophy** – a hereditary muscular dystrophy resulting in the inability to perform without assistance three or more of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair.

The diagnosis of muscular dystrophy shall require a confirmation by a registered consultant neurologist of the combination of 3 out of 4 of the following conditions:

- family history of other affected individuals
- clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction
- characteristic electromyogram
- clinical suspicion confirmed by muscle biopsy

12. **Poliomyelitis** – the unequivocal diagnosis by a registered consultant neurologist of infection by the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. Cases not involving paralysis will not be eligible for benefit. Other cases of paralysis (such as Guillain-Barre syndrome) are specifically excluded.
13. **Aortal Surgery** – the undergoing of surgery to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but not their branches.
14. **Bacterial Meningitis** – a bacterial infection causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit lasting for a minimum period of 30 days and resulting in a permanent inability to perform at least three of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair. There must be an unequivocal diagnosis by a registered consultant neurologist.
15. **Benign Brain Tumor** – a life-threatening, non-cancerous tumor in the brain which either requires surgical excision or causes significant permanent neurological deficit with persisting clinical symptoms. The presence of the underlying tumor must be confirmed by imaging studies such as CT Scan or MRI. Cysts, granulomas, malformations in, or of, the arteries or veins of the brain, hematomas and tumors in the pituitary gland or spinal cord are excluded.
16. **Aplastic Anemia** – chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of less than 25% and there must be two of the following:
- absolute neutrophil count of less than 500/mm³
 - platelets count less than 20,000/mm³
 - reticulocyte count of less than 20,000/mm³

The Insured must be receiving treatment for more than three (3) consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents, or the Insured has received bone marrow transplant.

Temporary or reversible aplastic anemia is excluded and not covered under this Rider.

17. **Blindness** – total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures.
18. **End Stage Lung Disease** – end stage lung disease, including chronic interstitial lung disease, causing chronic respiratory failure, as evidenced by all of the following:
- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
 - requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
 - arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO₂ < 55mmHg); and
 - dyspnea at rest.

The diagnosis must be confirmed by a respiratory physician.

19. **End Stage Liver Failure** – permanent and irreversible failure of liver function that has resulted in all of the following:
- permanent jaundice; and
 - ascites; and
 - hepatic encephalopathy; and
 - portal hypertension.

Liver failure secondary to drug or alcohol abuse is excluded.

20. **Coma** – state of unconsciousness with no reaction to external stimuli or internal needs. The coma must persist for at least 96 hours and require intubation and mechanical ventilation to sustain life. There must also be functional neurological impairment persisting for a continuous period of at least 30 days after the onset of coma, which in the opinion of the Company is of a permanent nature.

Coma resulting directly from self-inflicted injury, alcohol or drug abuse is excluded.

21. **Deafness** – total, bilateral and irreversible loss of hearing for all sounds as a result of sickness or accident. Medical evidence to be supplied by an appropriate specialist and to include audiometric and sound-threshold testing. The deafness must not be correctable by aides or surgical procedures.
22. **Loss of Speech** – total and permanent loss of the ability to produce intelligible speech as a result of irreversible damage to the larynx or its nerve supply from the speech center of the brain caused by injury, tumor or sickness. Medical evidence must be supplied by an appropriate specialist to confirm laryngeal dysfunction and that the loss of speech has lasted for more than 6 months continuously. All psychiatric causes of loss of speech are excluded.
23. **Major Burns** – third-degree burns with scarring that cover at least 20% of the body's surface area. A certified physician must confirm the diagnosis and the total area involved using standardized, clinically accepted, body surface area charts.
24. **Paralysis** – total and irreversible loss of use of two or more limbs through paralysis as a result of injury or disease. The paralysis must be supported by appropriate neurological evidence. A specialist must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

Paralysis due to self-harm, partial paralysis, temporary post-viral paralysis, or paralysis due to psychological causes are all excluded.

25. **Alzheimer's Disease** – progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardized questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the Insured. There must also be an inability to perform (whether aided or unaided) at least three of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair – for a continuous period of at least 6 months.

Psychiatric illnesses and drug or alcohol related brain damage are excluded. Coverage for this impairment will cease at age sixty (60) or on the termination date of this Rider, whichever is earlier.

26. **Fulminant Hepatitis** – a sub-massive to massive necrosis of the liver caused by the hepatitis virus, leading precipitously to liver failure. The diagnosis in respect of this illness must be based on the meeting of all of the following criteria:
- a rapidly decreasing liver size;
 - necrosis involving entire lobules, leaving only a collapsed reticular framework;
 - rapid deterioration of liver function tests; and
 - deepening jaundice.

Evidence of the following must be produced:

- liver function test to show massive parenchymal liver disease; and
- objective signs of portosystemic encephalopathy.

27. **Primary Pulmonary Arterial Hypertension** – a primary and unexplained increase in pulmonary artery pressure causing signs of right heart strain and failure, confirmed by investigations including cardiac catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of Cardiac Impairment.

The diagnosis of primary pulmonary hypertension needs to be made by a cardiologist or a specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterization. The diagnosis must be supported by all of the following criteria:

- Mean pulmonary artery pressure > 40 mmHg;
- Pulmonary vascular resistance > 3 mmHg/L/min; and
- Normal pulmonary wedge pressure < 15 mmHg

and resulting in the Insured being unable to perform his/her usual occupation.

28. **Terminal Illness** – a definite diagnosis of an advanced or rapidly progressing incurable disease where, in the opinion of the attending consultant and our medical officer, life expectancy is no greater than twelve (12) months from the date of notification of claim, regardless of any treatment that might be undertaken.

29. **Encephalitis** – severe inflammation of brain substance, which results in significant and permanent neurological deficit persisting for at least 6 consecutive months as certified by a registered consultant neurologist. The permanent deficit must result in an inability to perform at least three or more of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair. Encephalitis as a result of HIV infection is excluded.
30. **Major Head Trauma** – major trauma to the head causing significant permanent functional impairment of the brain as confirmed by definite diagnosis by a consultant neurologist. The resultant permanent functional impairment must lead to a permanent bedridden situation or the inability to perform without assistance three or more of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair. These illnesses have to be medically documented for at least 3 months.
31. **Apallic Syndrome** – a clinical state of dependency determined by the assessment of physical, intellectual and communicatory disability. It may result from cerebral trauma, prolonged periods of anoxia, severe encephalitis or certain neurotoxins. The affected individual is incapable of voluntary or purposeful acts and only responds reflexively to painful stimuli. The Insured requires life-supporting machines to maintain life in a hospital. A claim shall only be admitted after 6 months of being in a vegetative state and must be supported by medical evidence certified by a specialist in neurology.
32. **Progressive Scleroderma** – a systemic connective tissue disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. A rheumatologist must make the unequivocal diagnosis of progressive systemic sclerosis. This diagnosis must be supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys. Localized scleroderma (linear scleroderma or morphea), eosinophilic fasciitis and CREST syndrome are excluded.
33. **Systemic Lupus Erythematosus with Lupus Nephritis** – the unequivocal diagnosis by a consultant physician of systemic lupus erythematosus (SLE) with evidence of malar rash, discoid rash, photosensitivity, multi-articular arthritis, and serositis. There must also be hematological and immunological abnormalities consistent with the diagnosis of SLE. There must also be a positive antinuclear antibody test. There must also be evidence of renal impairment with renal involvement defined as either glomerular filtration rate equal or lower than 30 ml/min/1.73m² or persistent proteinuria greater than 0.5 grams per day. Discoid lupus and medication-induced lupus are excluded.
34. **Brain Surgery** – the actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed resulting in permanent neurological deficit lasting for a minimum period of thirty (30) days and resulting in a permanent inability to perform three or more of the following – bathing, dressing, using the lavatory, eating, moving in or out of a bed or chair – either with or without the use of mechanical equipment, special devices, or other aids and adaptations in use for disabled persons. Burr Hole and brain surgery as a result of an accident is excluded.
35. **Medullary Cystic Disease** – a renal disorder characterized by multiple cysts in the kidney that damage the tubules causing an inability to concentrate urine. A certified nephrologist must make the definite diagnosis of severe medullary cystic kidney disease as verified on imaging showing multiple kidney cysts. There must be biochemical evidence of progressive renal insufficiency with a measured creatinine clearance showing a glomerular filtration rate of less than 25 ml/min or the Insured is being treated with permanent renal dialysis.
36. **HIV Due to Blood Transfusion and Occupationally Acquired HIV** – infection with the Human Immunodeficiency Virus (HIV) where the virus is acquired in the Philippines as a result of medically necessary blood transfusion on the Insured or occupationally acquired by the Insured.

For HIV due to blood transfusion, payment will be made if all of the following conditions are met:

- the infection is due to a medically necessary blood transfusion received in the Philippines after the effective date of this Rider or the date of its last reinstatement, if any, whichever is later;
- the institution which provided the transfusion admits liability for the HIV infection; and
- the Insured does not suffer from Thalassaemia major or hemophilia.
- the Insured is not a member of any high risk groups such as but not limited to homosexuals, intravenous drug users or sex workers.

For occupationally acquired HIV, payment will be made if all of the following conditions are met:

- the infection occurred during the execution of the Insured's normal professional duties as a registered medical or dental practitioner;

- the occupational accident causing the infection must have occurred after the effective date of this Rider or the date of its last reinstatement, if any, whichever is later;
- the incident causing a potential claim must have been reported to the relevant authority or employer within 24 hours and to the Company within 14 days of the incident unless it was not reasonable possible to do so;
- a blood test showing no HIV or HIV antibodies must be carried out within 5 days of the incident and this must be followed up by another test within 180 days of the incident, indicating seroconversion and presence of infection by HIV or AIDS; and
- the Insured must have been compliant with clinically accepted post-exposure prophylactic therapy and must have received the recommended HIV vaccine, if any is available.

The Company must be given access to independently test all the blood samples and to take such added samples, as it deems necessary or advisable.

HIV infection resulting from or transmitted by any other means is specifically excluded from the benefit. The condition must be life-threatening and there must exist no effective cure.

BENEFIT AMOUNT LIMITATION

The total amount of Critical Illness benefit payable from this Rider and other in force cancer and/or critical illness policies and/or supplementary contracts issued by the Company shall be subject to the maximum aggregate limit set and prevailing at the time this Policy was issued. Should the total Critical Illness Benefit payable for this Rider and from all in force policies, riders and supplementary contracts with critical illness benefits issued by us covering the Insured exceed the limit, then the benefit under the last policy(ies) or rider(s) or supplementary contract(s) which gave rise to the excess shall be correspondingly reduced and a proportionate refund of the premiums paid on such portion of the benefit shall be made to the Owner, without interest.

PREMIUMS

Premiums for this Rider are payable in the amount and mode stated in the Schedule of Benefits and Premiums of the Policy Data Page and for the number of years stated therein.

RENEWAL (Not Applicable to Term 65 Variant)

If at the end of the term of this rider, provided that the Insured's age at termination if renewed shall not exceed the age of 70, this Rider may be renewed for the period shown in the Schedule of Benefits and Premiums. Renewal will be effective upon payment of the premium corresponding to the Insured's attained age and the schedule of premium rates in effect at the time.

The Company reserves the right to change the schedule of premium rates at any time, but not without prior approval from the Insurance Commission. The Company will advise you by written notice as to the new premium rate prior to the next renewal date.

CASH VALUES

If this Rider has an available Cash Value as set forth in the Table of Cash Values, you may by written request, surrender this Rider for its Cash Surrender Value which is the Cash Value derived from the Table of Cash Values, less any indebtedness to us.

If the Policy to which this Rider is attached is converted under the Paid-Up Option, this Rider automatically terminates and the Cash Surrender Value of this Rider, if available, shall be paid to you. However, you may by written request, apply the Cash Surrender Value under this Rider to the Paid-Up plan of the Policy.

If the Policy to which this Rider is attached lapses or is surrendered for cash, this Rider automatically terminates and the Cash Surrender Value of this Rider, if available, shall be paid to you.

LOAN

No loan, including Premium Loan, is available under this Rider.

EXCLUSIONS

No benefit shall be payable if the claim for any benefit under this Rider results from or is caused directly or indirectly, wholly or partly, by the following conditions:

1. COCOLIFE will not pay any Critical Illness Benefit if the illness the Insured is suffering resulting to the condition being claimed for has occurred within ninety (90) days after the Effective Date of this Rider or the date of its last reinstatement, whichever is later, as evidenced by symptom or as may be established by medical examination or medical records of the Insured as may be obtained by the Company.

The Critical Illness Benefit shall be payable if the condition for which the Insured has suffered was a result wholly and directly by an accident occurring after the effective date or date of last reinstatement, whichever is later, and such accident occurred while the Insured's coverage under this Rider is in force.

2. COCOLIFE will not pay any Critical Illness Benefit if the illness or accidental injury being claimed for arises from an attempted suicide or a self-inflicted act by the Insured regardless of the Insured's mental state.
3. COCOLIFE will not pay any Critical Illness Benefit if the claim arises directly or indirectly, in whole or in part, following occurrences of any violation of the law or resistance to arrest by the Insured.
4. COCOLIFE will not pay any Critical Illness Benefit if the illness or accidental injury being claimed for arises a result of any of the following:
 - a) in the case of accident, while the Insured is under the influence of alcohol or drug;
 - b) the illness is a result of addiction or misuse of drugs;
 - c) while being a passenger of a driver under the influence of alcohol or drug, except for paying passengers of a public transport vehicle operating in its registered route;
 - d) nuclear radiation, or burning nuclear fuels or nuclear weapons material;
 - e) biological or chemical contamination except under HIV as defined under Covered Critical Illnesses;
 - f) radioactive gas;
 - g) war or act of war (whether declared or not); or
 - h) rebellion and terrorism.
5. COCOLIFE will not pay any Critical Illness if the condition being claimed for arises from the Insured's pregnancy, childbirth, abortion, or miscarriage, or complications thereof.
6. COCOLIFE will not pay any Critical Illness Benefit if the condition being claimed for arises from any psychiatric disorders.
7. COCOLIFE will not pay any Critical Illness Benefit if the condition being claimed for arises from any congenital condition/s of the Insured.
8. COCOLIFE will not pay any Critical Illness Benefit, if the condition being claimed for arises from any pre-existing condition/s of the Insured.

Pre-existing condition means a condition

- i. for which the Insured received medical advice, consultation or treatment, or
 - ii. as deemed pre-existing by natural course of disease or by pathology of the disease, or
 - iii. whose signs or symptoms are evident, or should have been evident to the Insured, even if the Insured did not seek medical advice, consultation, or treatment for it
- prior to the Effective Date of the Policy or date of its last reinstatement, whichever is later.

9. COCOLIFE will not pay any Critical Illness Benefit if the accidental injury being claimed for arises from engaging in air travel, except as a fare-paying passenger in a properly licensed commercial aircraft, or participation in any hazardous pursuits or professional sports.
10. COCOLIFE will not pay any Critical Illness Benefit arising from the existence of Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or the presence of any Human Immunodeficiency Virus (HIV) infection, except under circumstances specifically covered and defined in the Covered Critical Illnesses provision, if any.

NOTICE OF CLAIM

Written notice of claim must be received at any of our offices within thirty (30) days from the date of knowledge of the occurrence of a critical illness. Failure to give notice within such time will not invalidate nor reduce the claim if it can be shown that it was not reasonably possible to give such notice within the required time.

PROOF OF CLAIM

Written proof of illness herein referred to must be submitted to the Company at its office and on the Company's form within ninety (90) days after the date of diagnosis of critical illness for which claim is made. Failure to submit written proof of illness within such time will not invalidate nor reduce any claim if it can be shown that it was not reasonably possible to do so.

The written proof of illness must be supported by clinical, radiological, histological and laboratory evidence as determined acceptable by the Company. The diagnosis and certification shall be at no expense to the Company.

The Company, at its own expense, shall have the right and opportunity to examine the Insured when and as often as the Company may reasonably require while the claim is pending hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

EFFECT OF PAYMENT OF BENEFIT

The payment of Critical Illness Benefit under this Rider shall not affect the coverage or benefits under the basic plan and other riders, if any.

LIMITATION OF ACTION

No legal action on this Rider may be filed after five (5) years from the time the cause of action accrues.

TERMINATION

This Rider will automatically terminate on the earliest of the following events:

- a. when the Critical Illness Benefit under this Rider becomes payable;
- b. when any premium on this Rider is not paid within the grace period;
- c. when the Policy to which this Rider is attached lapses, is surrendered, is converted under its non-forfeiture provision or otherwise ended;
- d. on the Policy Anniversary nearest the Insured's seventieth (70th) / sixty-fifth (65th) birthday;
- e. at the end of the term of this Rider as stated in the Schedule of Benefits and Premiums of the Policy Data Page unless renewed in accordance with Renewal provision;
- f. on any premium due date of the Policy provided we receive your written request for termination within sixty (60) days of such date accompanied by the Policy for endorsement;
- g. on the date that this Rider is surrendered for its Cash Surrender Value;
- h. upon the Insured's death resulting from a cause other than a covered critical illness, in which case, we will pay the Cash Surrender Value, if any, less indebtedness to us.

Termination of this Rider shall be without prejudice to any claim arising prior to such termination. Premiums accepted after the termination of this Rider, or those which cannot be used because of the termination of this Rider, shall be refunded to you, and shall not obligate us to pay any benefits.

NON-PARTICIPATION

This Rider is non-participating and does not share in the divisible surplus of the Company.

CANCELLATION CLAUSE

This Rider shall not be cancelled by the Company except upon prior notice thereof to you, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of the Policy, of one or more of the following:

- a) conviction of a crime arising out of acts increasing the hazard Insured against;
- b) discovery of fraud or material misrepresentation;
- c) discovery of willful or reckless acts or omissions increasing the hazard Insured against;
- d) a determination by the Commissioner that the continuation of the Rider would violate or would place the Company in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to you at the address shown in the Policy, or Application, and shall state (a) which of the grounds set forth in this provision is relied upon and (b) that, upon your written request, we will furnish the facts on which the cancellation is based. Mere sending of the written notice via mail delivery at your address as shown in the policy or application shall be sufficient compliance of this provision on the part of the Company and the fact that there was no actual receipt of said notice by you, or returned unclaimed, no person was found on the address given, or that the address was fictitious or cannot be found, will not relieve you of the effects of such notice.