



## **MOTORCYCLE POLICY**

*[product underwritten by AIG Malaysia Insurance Berhad (200701037463)]*

## **POLICY WORDING**

The benefit(s) payable under eligible product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact AIG Malaysia Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my))

# MOTORCYCLE POLICY

All accidents must be reported to the police within 24 hours.

"It is an offence under the law of Republic of Singapore to enter the country without extending passenger liability cover to your motor insurance"

## **EXPLANATORY NOTES**

### **How to read this document**

Please note that your Motorcycle Policy only starts from page 6 onwards. To help you read and understand your policy better we provide some explanatory notes together with comments and examples (written in italic). These are not meant to be part of your policy and should not be used to interpret your insurance contract in the event of any dispute.

### **Words in bold**

You will notice that some words in the policy are printed in **bold** letters. This is because they have been given specific meaning in your Motorcycle Policy. Please refer to Section F on pages 15 to 18 for the meaning of these words.

### **What makes up your insurance contract?**

Your insurance contract with us is made up of the following:

- insurance policy in pages 6 to 21 (excluding the italic texts);
- the information you provided us when you applied for this insurance;
- the Schedule;
- the Endorsements attached to the policy; and
- the Certificate of Insurance (CI).

All these must be read together as they form your insurance contract.

### **Duty of Disclosure**

#### **A. Consumer Insurance Contract**

Where you have applied for this insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us, any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

#### **B. Non-Consumer Insurance Contract**

Where you have applied for this insurance for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of term(s) or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us, any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

If you misrepresented any facts to us before the policy is entered into, examples of the actions that may be taken by us against you include the following:

- declare your policy void from inception (which means treating it as invalid), and we may not return any premium;

- cancel this policy and return any premium less our cancellation charge or recover any unpaid premium;
- recover any shortfall in premium;
- not pay any claim that has been or will be made under the policy; or
- be entitled to recover from you the total amount of any claim already paid under the policy or any claim we have to pay because of any relevant road traffic legislation, plus any recovery cost.

**What is covered?**

Your insurance does not cover you against everything that can happen to your motorcycle. Check out the Schedule that we issued to you to know the type of cover you bought. The main types of cover are:

<b>Page</b>	<b>Basic Cover:</b>	<b>Comprehensive</b>	<b>Third Party, Fire and Theft</b>	<b>Third Party Only</b>
6 to 7	Section A: Loss or Damage to Your Own Motorcycle			
6 to 7	1. a. Events We Cover			
	(i) accidental collision or overturning	✓	X	X
	(ii) collision or overturning caused by mechanical breakdown	✓	X	X
	(iii) collision or overturning caused by wear and tear	✓	X	X
	(iv) impact damage caused by falling objects subject to certain exclusions	✓	X	X
	(v) fire, explosion or lightning	✓	✓	X
	(vi) burglary, housebreaking or theft	✓	✓	X
	(vii) malicious act	✓	X	X
	(viii) while in transit (limited cover)	✓	X	X
6 to 7	1. b. Events We Do Not Cover	✓	✓	X
7 to 8	2. Basis of Settlement (how we will settle your claim)	✓	✓	X
9	3. Towing Costs (to a repairer or safe place)	✓	✓	X
9 to 10	Section B: Liability to Third Parties			
9	1. a. What is Covered (by this section)	✓	✓	✓
9 to 10	1. b. What is Not Covered (by this section)	✓	✓	✓
9	2. Limits of Our Liability (the maximum that we pay)	✓	✓	✓
9	3. Cover for Legal Personal Representatives (if you are dead)	✓	✓	✓
10	4. Maximum Legal Costs (if approved)	✓	✓	✓
10	5. Rights of Recovery	✓	✓	✓
10 to 11	Section C: No Claim Discount	✓	✓	✓
11 to 12	Section D: General Exceptions (what is not covered by the policy)	✓	✓	✓
13 to 15	Section E: Conditions (terms that you must comply with)	✓	✓	✓
15 to 18	Section F: Definitions (explains the words in bold)	✓	✓	✓
18 to 21	Section G: Endorsements (additional terms that we may impose on you or additional covers if you have paid additional premium)	Optional	Optional	Optional

Key:

✓= applicable

X = not applicable

### **What this policy does not cover?**

These are referred to as 'Exceptions' in your policy and there are three sections where you can find them:

- Section A1b – see 'Events We Do Not Cover' (pages 6 and 7): applicable to Comprehensive policy only.
- Section B1b – see 'What is Not Covered' (pages 9 and 10): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.
- Section D – see 'General Exceptions' (pages 11 to 12): applicable to Comprehensive, Third Party, Fire & Theft and Third Party Only policies.

There are generally three reasons why we put these exceptions in your basic Motorcycle Policy:

1. Cover is not provided for the exceptions. We have to charge additional premium if you want to cover any of these exceptions. Some examples of the exceptions which are not covered by your basic Motorcycle Policy but which can be covered if you pay additional premium are:
  - flood, storm {see Section A1b – 'Events We Do Not Cover' (page 7)};
  - strike, riot, civil commotion {see Section D – 'General Exception 8b' (page 12)}; and
  - use outside Malaysia, Singapore or Brunei {see Section D – 'General Exception 6' (page 12)}.
2. There are other risks which are not covered by the basic Motorcycle Policy or by any of its extensions. We would have to issue a different policy if you want these types of cover. For example, carriage of goods are not covered by your Private Motorcycle Policy but can be covered under a Commercial Motorcycle Policy.
3. We cannot and do not cover certain risks at all. Some examples of these can be seen in Section D – 'General Exceptions' (pages 11 to 12) such as:
  - war, nuclear fission or fusion;
  - risks that are against public policy or against the law; and
  - drunk riding.

### **Your Motorcycle Policy type is categorised by its permitted use – Make sure that you have bought the correct policy type for your motorcycle or you may have no cover.**

Each type of Motorcycle Policy covers a specific usage of the vehicle. If you have bought the wrong Motorcycle Policy type, you may find that you actually have no insurance cover at all. The type of Motorcycle Policy is stated in the Certificate of Insurance under the heading 'Limitations as to Use'. Users for whom you have bought cover are named under the heading 'Persons or Classes of Persons Entitled to Drive'.

The following are standard types of Motorcycle Policies:

- i. Private Use
- ii. Commercial Use
- iii. Motorcycle Trade
- iv. Motorcycle Used for Hire

A Motorcycle Policy for Private Use covers you if your motorcycle is used for "social, domestic and pleasure purposes and for the policyholder's business". The following are some examples of these personal situations for which your insurance policy will provide you cover:

- to visit relatives and friends, go shopping etc.;
- giving lifts where no fee will be charged or paid; and
- limited work or business related transport such as getting to and from work and for attending business meetings.

A Motorcycle Policy for Commercial Use must be bought if the motorcycle is meant or intended to ferry any goods in connection with any trade or business.

A Motorcycle Policy for Trade Plate Use is intended for:

- motorcycle retail trade (showroom display and / or for test-ride, etc.); and
- repair trade (towing / repair / test-ride, etc.).

A Motorcycle Used for Hire is intended for motorcycles which are in the business of being rented or hired out for use (see Very Important Note below).

**VERY IMPORTANT NOTE:** Unless your Policy is specifically extended for this purpose, you will have no insurance cover if you use your motorcycle in the following manner:

- to practise for or to take part in any race, rally, pacemaking, reliability trial or speed test;
- use on any racetrack; and
- for rental, hire and reward.

### Who can ride your motorcycle?

- This depends on whether you have purchased the 'Single Rider' or the 'All-Riders' cover. The 'Single Rider' only covers one rider who is named in the policy. The person named is usually the owner of the motorcycle. The problem with the 'Single Rider' cover is that the policy will not cover if an accident happens while the motorcycle is being used by someone other than the insured named rider. As such, most customers prefer the 'All-Riders' cover as lending motorcycles to friends and relatives is quite commonly practised in Malaysia.
- With the 'All-Riders' cover practically anyone can ride your motorcycle as long as the rider:
  - has a valid licence of the relevant class to ride and is not disqualified to ride by law or for some other reason {(see exclusion on Unlicensed Riders in Section D – 'General Exception 1' (page 11))};
  - has your permission to ride (see definition of Authorised Rider in page 16); and
  - complies with all the terms and conditions of this policy.
- Note that for either cover, if you or your authorised rider is not qualified to ride or breach any of the terms and conditions, your claim may be rejected. If we are compelled by law to pay, we can recover any sum(s) paid and any expenses incurred from you or your authorised rider.

### In which territory is your motorcycle covered?

This insurance you have purchased only covers you in Malaysia, Singapore and Brunei in accordance to the laws of Malaysia. Additionally, note that if you intend to ride your motorcycle into Singapore, you are required by Singapore's law to have cover against Legal Liability to Pillion (LLP). Since LLP is not covered by the basic Motorcycle Policy, you will need to purchase Endorsement 108 (see page 20 to 21), which provides a limited cover for your liability for death or bodily injury of pillion.

### When is your cover effective?

This insurance is effective from the time of purchase of cover or at the agreed time of commencement, until the expiry date. The period of insurance will be printed in the Policy Schedule and related documents. If there is any change to these dates, it will be officially shown in an Endorsement issued by us.

### How much should you insure your motorcycle for under a Comprehensive or Third Party, Fire and Theft Policy?

To be safe, you should insure your motorcycle at its current market value (see definition in page 17). In simple terms, this is the current cost to replace your motorcycle with another motorcycle of the same make, model, age and general condition. The amount that you choose to insure is called the sum insured. Please note that you could be penalised if your motorcycle is under-insured (see Section A2e 'Under-Insurance' in page 8).

For example, if the market value of your motorcycle is RM10,000 but you only insured it for RM8,000 then you could be penalised for under-insurance. Assuming the loss is assessed at **RM3,000**, instead of we paying the full amount, you could be made to bear a portion of the loss in proportion to the under-insurance as follows:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Loss} = \frac{\text{RM8,000}}{\text{RM10,000}} \times \text{RM3,000} = \underline{\underline{\text{RM2,400}}}$$

Therefore we will pay **RM2,400** while the balance of **RM600** will be borne by you.

You would be penalised as shown above if the market value of your motorcycle exceeds the sum insured by 10%. On the other hand, it would be a waste of money to over-insure as your insurer would not pay more than the market value. One way to protect yourself from being under-insured or over-insured is to opt for the sum insured determined by a market valuation system approved by Persatuan Insurans Am Malaysia (PIAM).

### What is No Claim Discount ("NCD")?

This is a form of premium discount for not having made a claim during the preceding period of your insurance (provided the period of insurance exceeds one year). The scale of NCD applied is specifically mentioned in the policy.

The applicable NCD can be checked with us or the Central NCD Database ("CND") at <https://www.mycarinfo.com.my/ncdcheck/online> before the purchase of your Motorcycle Policy.

### What is an Excess?

This is the first amount that you have to bear yourself for each and every claim that we approve, even if the incident is not your fault. However, please note that the excess does not apply to loss or damage caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims. Please check your Policy Schedule to find out the amount that you are liable to pay. This is referred to as Compulsory Excess (see page 8) in your policy.

As an example, if we assess the claim payable to be **RM3,000** but your policy carries an excess of RM200, you will have to bear the first **RM200** yourself and we will pay the balance of **RM2,800**.

**Do's and Don'ts – after you have had an accident or theft**

• **Do:**

- Call **Accident Assist Call Centre (AACC) 24 hours nationwide Insurance road accident Helpline number 1-300-22-1188 or 15-500** for immediate road assistance or tow service in the event of a road accident, or to make an enquiry on claims procedure;
- inform us as soon as possible about any incident which may give rise to a claim;
- report all accidents to the police within 24 hours as required by law;
- submit immediately to us all letters, claims, writs and summons which you have received from third parties as a result of the incident;
- remove your motorcycle to your insurer's approved panel repairer for repairs; and
- fully fill up the relevant sections of your claim form – do not put "refer to police report".

• **Don't:**

- negotiate, admit or repudiate any claim without our consent (see Condition 2 in page 13); and
- authorise repair without our consent (see Condition 2f in page 14).

Condition 2 of your policy (see page 13 and 14) spells out the do's and the don'ts after an accident or theft in more detail.

# MOTORCYCLE POLICY

## Our agreement with You

- A. Where **Your Motorcycle** is used for any purpose that is not related to **Your** trade, business or profession, the following applies:

### Consumer Insurance Contract

This **Policy** is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

- B. Where **Your Motorcycle** is used for purposes related to **Your** trade, business or profession, the following applies:

### Non-Consumer Insurance Contract

This **Policy** is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

## Section A: Loss or Damage to Your Own Motorcycle

*This section spells out what **We** cover under Section A and is only applicable if **You** have Comprehensive cover.*

### 1a: Events We Cover

**We** will indemnify **You** if **Your Motorcycle** is lost or damaged during the **Period of Insurance** arising from the following **Incidents**:

- (i) accidental collision or overturning;
- (ii) collision or overturning caused by mechanical breakdown;
- (iii) collision or overturning caused by wear and tear;
- (iv) impact damage caused by falling objects provided no convulsions of nature is involved;
- (v) fire, explosion or lightning;
- (vi) burglary, housebreaking or theft;
- (vii) malicious act; or
- (viii) while in transit i.e. being carried from one place to another (including during loading and unloading) of **Your Motorcycle** by:

### 1b: Events We Do Not Cover

**The events **We** do not cover are the exceptions listed below. These exceptions are specific to Section A and are in addition to exceptions listed in Section D and the applicable Endorsements.**

**We will not pay for the following losses:**

- (i) **Consequential Losses**  
Any direct or indirect losses of any kind that may arise as a consequence of any **Incident** other than that provided for in Section A2.
- (ii) **Loss of Use**  
Any expense or financial loss that **You** may incur because **You** cannot use **Your Motorcycle** e.g. cost of hiring replacement motorcycle, travelling expenses etc.
- (iii) **Depreciation**  
The loss of value of **Your Motorcycle** due to the damage sustained or the time taken to repair the

## 1a: Events We Cover

- a. **Road**;
- b. rail;
- c. inland waterway i.e. across a river or canal etc.; or
- d. across the sea by ferry or ship or any sea faring vessels etc. between the island of Penang and the mainland only.

For an additional premium, **Your Policy** can be extended to cover for ferry transit between Sabah and Labuan (**Endorsement 109**).

## 1b: Events We Do Not Cover

- Motorcycle**, and / or for any loss or damage that results over a prolonged period of time due to wear and tear, rust and corrosion.
- (iv) **Theft of Accessories and Parts**  
Loss or damage to accessories (or any part thereof) and/or loss of or damage to any part(s) of **Your Motorcycle** caused by theft unless **Your Motorcycle** is stolen at the same time.
  - (v) **Breakdown or Malfunction of Parts**  
Any mechanical, electrical or electronic breakdown, equipment or computer malfunction, or any other failure or breakdown to **Your Motorcycle**.
  - (vi) **Damage to Tyre(s)**  
Any damage to the tyre(s) of **Your Motorcycle** unless other parts of **Your Motorcycle** are also damaged at the same time.
  - (vii) **Convulsions of Nature**  
Any loss or damage to **Your Motorcycle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.
  - (viii) **Excess**  
The amount of **Excess** stated in the **Schedule**. This is the first amount that **You** have to bear in respect of each and every claim under the **Policy**.
  - (ix) **Loss of Electronic Data**  
Loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus. This includes loss of use, reduced functionality, or any other associated loss or expense in connection with the electronic data.
  - (x) **Cheating or Criminal Breach of Trust**  
Any loss or damage, including theft, caused by or attributed to the act of **Cheating** or **Criminal Breach of Trust** by any person.

## 2: Basis of Settlement

This section explains how **We** will settle **Your** claim once **We** accept that it is payable under Section A. If **Your Motorcycle** is damaged as a result of any **Incident**, **We** have the option of doing the following:

### a. **If Your Motorcycle is Repairable**

If in **Our** opinion **Your Motorcycle** is economical to repair, **We** have the option to:

- arrange for **Your Motorcycle** to be repaired at **Our** approved **Repairer** and pay the cost of repairing **Your Motorcycle** to the condition which is as near as possible to the condition that it was in before the loss happened;
- pay **You** in cash the amount **We** estimate it would cost to repair **Your Motorcycle**; or
- reinstate or replace **Your Motorcycle** with one of the same make, model, age and general condition.

### b. **If Your Motorcycle is not Repairable**

If in **Our** opinion, the damage to **Your Motorcycle** is so great that it would not be safe or economical to repair,

**We** will declare **Your Motorcycle** “Beyond Economic Repair” (“BER”) and **We** will pay **You** up to the maximum amount as stated in (d) below or offer **You** a settlement sum equivalent to the **Market Value**. We may also opt to replace **Your Motorcycle** with one of the same make, model, age and general condition. If **We** take any of these actions, this **Policy** shall be automatically terminated once **We** make payment.

*In cases where the valuation of the franchise-holder vary from **Market Value** by more than 10%, **We** would also have the option to offer a settlement value which is equal to the cost of purchasing a replacement motorcycle of the same make, model and age of the **Motorcycle** at the time of loss. It is **Our** option to offer **You** a replacement of the **Motorcycle**, should **You** not agree with the offer.*

**c. Replacement Parts**

If the spare parts or **Accessories** required to repair **Your Motorcycle** are not available in Malaysia, or if **We** choose to pay for the loss or damage in cash, **We** will settle **Your** claim on the following basis:

- the last known parts price list issued in Malaysia by the manufacturer or their agent. If the price list in Malaysia does not exist, **We** will use the price at the manufacturer’s production plant and include reasonable cost of transportation to Malaysia (but not cost of air freight); and
- the reasonable labour cost of fitting such spare parts or **Accessories** in Malaysia.

**d. The Maximum Amount We will Pay You**

If **Your Motorcycle** is BER or stolen and not recovered, the amount payable under the **Policy** will be the **Market Value** at the time of the loss or the **Sum Insured** as shown in the **Schedule**, whichever sum is the lesser. Upon our payment of the said amount, this **Policy** shall be automatically terminated. The **Market Value** is to be determined according to clauses 13 and 14 of Section F.

**e. Under-Insurance**

If the **Sum Insured** of **Your Motorcycle** is less than the **Market Value** at the time of the loss, **We** will only bear part of the loss in proportion to the difference between the **Market Value** and the **Sum Insured** as shown in the formula below:

$$\frac{\text{Sum Insured}}{\text{Market Value}} \times \text{Assessed Loss}$$

The balance has to be borne by **You**. However, this will only apply if the under-insured amount is more than 10% of the **Market Value**.

**f. Betterment**

If new original parts are used to repair **Your Motorcycle** and as a result of which **Your Motorcycle** is in a better condition than it was before the damage, **You** would be required to contribute to its betterment, a proportion of the costs of such new original parts. **Your** contribution would be according to the following scale:

Age of Your Motorcycle (Years)	Rate of Betterment
less than 5	0
5	15%
6	20%
7	25%
8	30%
9	35%
10 and above	40%

To determine the rate of betterment to be applied, the age of **Your Motorcycle** will be calculated based on when it was originally registered in Malaysia:

a. as a locally assembled motorcycle	Date of Original Registration
b. as a new imported Completely Built Unit (CBU) motorcycle	Year of Manufacture
c. as an imported second-hand / used / reconditioned motorcycle	Year of Manufacture

**g. Compulsory Excess (please see page 4 for explanation)**

**We** have the right to deduct the **Excess** from the amount that **We** would have to pay for each and every claim under Section A arising out of one **Incident**.

This **Excess** does not apply if the loss or damage is caused by fire, explosion, lightning, burglary, housebreaking, theft, third party property damage or bodily injury claims.

### 3: Towing Costs

If **Your Motorcycle** cannot be ridden as a result of any damage to it that is covered by this **Policy**, **We** will pay up to a maximum of RM50 for the necessary and reasonable costs to remove **Your Motorcycle** to the nearest approved **Repairer** or to a safe place of storage while awaiting repair or disposal.

## Section B: Liability to Third Parties

This section explains what is covered and not covered under Section B.

### 1a: What is Covered?

**We** will indemnify **You** and / or **Your Authorised Rider** for the amount which **You** and / or **Your Authorised Rider** are legally liable to pay any third party (including third party's costs and expenses) for:

- (i) death or bodily injury to any person except those specifically excluded under this **Policy**; and / or
- (ii) damage to property except those specifically excluded under this **Policy**

as a result of an **Incident** arising out of the use of **Your Motorcycle** on a **Road**. This cover is extended to **Your Authorised Rider** provided **Your Authorised Rider** also complies with all the terms and conditions of this **Policy**.

### 2: Limits of Our Liability

**We** will pay the following for any one claim, or series of claims arising from one Incident, in any one Period of Insurance:

- (i) unlimited amount for death or bodily injury to third party; and / or
- (ii) up to a maximum of RM3 million for third party property damage.

### 3: Cover for Legal Personal Representatives

Following the death of any person covered under this **Policy**, **We** will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms and conditions of the **Policy**.

### 1b: What is Not Covered?

These exceptions are specific to Section B and are in addition to the Exceptions stated in Section D of this **Policy** and any other applicable endorsements.

**We** will not pay for:

- (i) death or bodily injury to any **Pillion** being carried for hire or reward;
- (ii) death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Rider**;

*Under the Road Transport Act 1987, this **Policy** shall not be required to cover, except in the case of a motor vehicle in which passengers are carried for hire or reward or by reason of or in pursuance of a contract of employment, liability in respect of death of or bodily injury to persons being carried in or upon or entering or getting onto or alighting from the motor vehicle at the time of the occurrence of the event out of which the claims arise.*

***In the course of employment** – Any person who is injured / dies (whether as **Pillion** or otherwise) while on the job and is on the said **Motorcycle** as part of his / her employment e.g. mechanic.*

- (iii) damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Rider** and / or any member of **Your** or **Your Authorised Rider's Household**;
- (iv) liability to any person being carried upon or getting onto or alighting from **Your Motorcycle** unless he / she is required to be carried on **Your Motorcycle** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Rider** and / or his / her employer;

#### 4: Legal Costs

If **You** or **Your Authorised Rider** is charged for reckless and dangerous riding or careless or inconsiderate riding under the Road Transport Act 1987 or any other offence related to the said **Incident**, **We** will pay legal costs incurred up to a maximum of RM2,000 to defend **You** or **Your Authorised Rider** provided always that such costs are incurred in Malaysia, the Republic of Singapore or Negara Brunei Darussalam, and that cost has been incurred with **Our** prior agreement in writing.

**We** will only pay for legal cost and **We** will not pay for any penalty imposed on **You** or **Your Authorised Rider**.

#### 5: Rights of Recovery

**We** have a right to refuse to indemnify **You** or **Your Authorised Rider** if either of **You** commit a breach of any **Policy** conditions or where the claim falls outside the scope of cover provided by **Us** under this **Policy**. However, if **We** are legally required to pay any judgment sum in respect of a claim under Section B of this **Policy** because of laws in force in Malaysia, Republic of Singapore or Negara Brunei Darussalam, which **We** would otherwise not have to pay, **We** have the right to ask **You** or **Your Authorised Rider** to repay to **Us** the amount of that payment and any costs **We** have incurred in connection with the claim.

**In pursuance of the contract of employment**  
–The **Pillion** is required to be carried to a destination in order to carry out the job as spelt out in his / her contract of employment.

**Liability to Pillion other than:**  
a. **Pillion** carried for hire or reward;  
b. employees in the course of employment; or  
c. **Your** or **Your Authorised Rider's Household** member unless he / she is required to be carried on **Your Motorcycle** by reason of or in pursuance to a contract of employment;  
may be insured separately for additional premium under **Endorsement 108**. If **You** have insured such liability, **You** will need to refer to the full text of **Endorsement 108: Legal Liability to Pillion** as to what this **Endorsement** covers or excludes and the applicable conditions.

- (v) liability caused by a **Pillion** travelling on or alighting from **Your Motorcycle**;
- (vi) any claims brought against **You** by any rider of **Your Motorcycle**, whether authorised or not;
- (vii) death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from **Your Motorcycle**;
- (viii) any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- (ix) all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

#### Section C: No Claim Discount

This section spells out the reward system known as the "No Claim Discount".

##### 1. No Claim Discount (NCD)

If **You** have insured **Your Motorcycle** for a continuous period of 12 months and **You** or anyone else did not make any claim under this **Policy** during that time, a NCD will be applied at each renewal. The applicable NCD will increase with each renewal if **You** continue to have claim free years as follows:

Claim Free Year of Insurance	NCD Entitlement
After 1 continuous claim free year	15%
After 2 continuous claim free years	20%
After 3 continuous claim free years and beyond	25%

**2. One Claim and Your NCD is Down to Zero**

If **You** or anybody else meet with an incident which will give rise to a claim on this **Policy**, the NCD entitlement that **You** have accumulated would drop to zero at the next renewal and **Your** NCD will start all over again. If a claim is received after the NCD has been applied, **We** shall be entitled to recover the NCD given from **You**.

**3. Exception to this Rule**

**Your** NCD will not be affected even if a claim is made if:

- **We** are of the opinion that **You** are not at fault for causing the loss;
- the offending vehicle is identifiable and is not a vehicle used for carriage of passengers for hire or reward (for example taxis, hire cars, public buses, stage buses, school buses and factory buses for hire);
- the offending vehicle is insured by a Malaysian licensed insurer; and
- there is no death or personal injury claim involved.

**4. Your NCD is not Transferable**

The NCD is personal to **You** which means that if **You** were to sell **Your Motorcycle** and **We** agree to transfer this **Policy** to the new owner, **Your** NCD cannot be transferred for the benefit of the new owner.

**5. Non-utilisation of NCD**

For every year that the NCD is not utilised by **You**, the NCD accumulated and applicable for this **Policy** will be reversed in accordance with the scale set out in the table in clause C1 above.

**Section D: General Exceptions - these apply to the whole Policy**

*This section lists down circumstances under which this **Policy** does not provide cover at the time of happening of the **Incident**. This is in addition to those already listed in Sections A1b (see pages 6 and 7) and B1b (see pages 9 and 10).*

**1. Unlicensed Riders**

There is no cover under this **Policy** if **You** or **Your Authorised Rider** do not have a valid licence to ride **Your Motorcycle**. This will not apply if **You** or **Your Authorised Rider** have an expired licence but are not disqualified from holding or obtaining such licence under any existing laws, by-laws and regulations.

**2. Alcohol, Drugs and Other Intoxicating Substances**

There is no cover under this **Policy** if **You** or **Your Authorised Rider** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that **You** or **Your Authorised Rider** are incapable of having proper control of **Your Motorcycle**.

***You** or **Your Authorised Rider** shall be deemed as incapable of having proper control of **Your Motorcycle** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of **You** or **Your Authorised Rider** is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time.*

**3. Fraud and Exaggerated Claims**

If any claim is in any part fraudulent or exaggerated, or if **You** or anyone acting on **Your** behalf, uses fraudulent means to get any benefit under this **Policy**, the entire claim will not be paid or payable. If **We** are required to make payment of any such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**.

**4. Unlawful Purpose**

There is no cover under this **Policy** if **You** or **Your Authorised Rider** use **Your Motorcycle** for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognised law of the country where **Your Motorcycle** was being used.

**5. Use for Racing etc.**

There is no cover under this **Policy** if **You** use or **You** allow **Your Authorised Rider** to use **Your Motorcycle**:

- a. to practise for or to take part in any motor sport, competition (other than treasure hunt), rally, pacemaking, reliability trial or speed test; or
- b. on any racetrack.

*For an additional premium, **Your Policy** can be extended to cover the use of **Your Motorcycle** for reliability trial or competition if **You** purchase the prescribed extension cover {**Endorsement 24(c) or 24(d)**}.*

**6. Use Outside Malaysia**

Unless **We** provide otherwise, this insurance does not cover **You** in respect of claims arising whilst **Your Motorcycle** was being used or ridden outside Malaysia, the Republic of Singapore and Negara Brunei Darussalam. In Malaysia, **Our** liability under this **Policy** is governed by the Road Transport Act 1987 and the terms and conditions of this **Policy**, and **Our** liability outside Malaysia is governed by the terms and conditions of this **Policy** only.

*For an additional premium, **Your Policy** can be extended to cover the use of **Your Motorcycle** in Thailand or Kalimantan only if **You** purchase the prescribed extension cover (**Endorsements 101 and 102**).*

**7. Failure to take Precaution**

**We** will not pay for any additional damages if after an **Incident** or breakdown **You**:

- a. left **Your Motorcycle** unattended or failed to take proper precaution to prevent further loss or damage; or
- b. continue to ride **Your Motorcycle** in an unroadworthy condition before any repair is done.

**We** will also not pay for claims that arise if, when using **Your Motorcycle**, **You** do not take reasonable precaution to keep **Your Motorcycle** secured. This includes but is not limited to leaving **Your Motorcycle** unattended with ignition key left in or on **Your Motorcycle**.

**8. War Risk**

There is no cover under this **Policy** for any loss or liability (including any costs of defending any action) connected in any way directly or indirectly to:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operation (whether war is declared or not), civil war, **Act of Terrorism**, mutiny, rebellion or revolution; or
- b. strike, riots or civil commotion assuming the proportion of or amounting to an uprising, insurrection or military or usurped power.

*For an additional premium, **Your Policy** can be extended to cover strikes, riots and civil commotion (**Endorsement 25**).*

**9. Nuclear Risk**

There is no cover under this **Policy** for any accident, loss or damage to any property or any loss or liability arising therefrom (including consequential losses and costs of defending any actions) connected in any way with operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:

- a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices;
- b. the use, handling or transportation of radioactive material in relation to any **Act of Terrorism**;
- c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion; or
- d. the use, handling or transportation of radioactive material.

**10. Convulsions of Nature**

There is no cover (unless specifically purchased) for any loss, damage or liability caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

*For an additional premium, **Your Policy** can be extended to cover flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence etc. (**Endorsement 57**).*

**11. Contractual Liability**

**We** will not pay for any liability that arises by virtue of an agreement but for which **We** would not have been liable in the absence of such agreement.

**12. Unauthorised Rider**

**We** will not pay for any **Incident**, loss, damage or liability caused, sustained or incurred whilst **Your Motorcycle**, in respect of which indemnity is provided by this **Policy**, is being ridden by any person other than an **Authorised Rider** or person riding on **Your** order or with **Your** permission.

## Section E: Conditions - These apply to the whole Policy

This section spells out the terms and conditions that **You** must observe to ensure this insurance remains effective. Basically these conditions are of three types:

- What **You** must do
- What **You** must not do
- What **We** can do

### Conditions Precedent to Policy Liability

The following conditions are conditions precedent to **Our** liability to indemnify **You** under this **Policy** and have to be observed by **You** strictly. **We** can repudiate this **Policy** and /or will not pay claims under the **Policy** if **You** breach any of the relevant conditions. These conditions also apply to **Your Authorised Rider** and any legal representative who seek indemnity under this **Policy**.

#### 1. Duty of Disclosure

The duty of disclosure is different for a Consumer Insurance Contract and for a Non-Consumer Insurance Contract. They are separately outlined below:

##### A. Consumer Insurance Contract

Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

**You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

##### B. Non-Consumer Insurance Contract

Where **You** have applied for this insurance for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

**You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

#### 2. Accidents and Claims Procedures

If **Your Motorcycle** is involved in any **Incident** that could lead to a claim under this **Policy**, **You** must do the following:

- Notify **Our** claims department of the **Incident** and get a Claim Form. **You** must notify **Us** of the **Incident** as soon as possible but in any event:
  - Within seven (7) days if **You** are not physically disabled or hospitalised following the **Incident**; or
  - Within thirty (30) days or as soon as practicable if **You** are physically disabled and hospitalised as a result of the **Incident**.

**We** may allow a longer notification period if **You** can provide specific proof and justification for the delay.

- Report the **Incident** to the police as required by law and do all that is required to assist the police authorities to secure a conviction against the offender.
- Complete the Claim Form in full and return it to **Us** within twenty-one (21) days from the date of **Your** notification as per (a) above. **You** are required to answer all the questions in detail in all applicable

sections and provide **Us** with all the necessary documents to support **Your** claim. **We** will not be held responsible if there is any delay on **Your** part to submit the Claim Form duly completed together with all the necessary documents.

A longer claims submission period may be allowed by **Us** subject to specific proof and justification by **You** for the delay.

- d. If there are any claims made against **You** by a third party, **You** must immediately notify **Us** of the same and **You** must send to **Us** any notification of claim, notice of impending prosecution or inquest, summons, writ or any letters from the solicitors of the third party as soon as **You** receive such documents, but in any event within fourteen (14) days from the date of receipt of any of the documents.
- e. Send **Your Motorcycle** to any of **Our** approved **Repairer** so that **We** can inspect **Your Motorcycle** before **We** give approval to proceed with repairs or take reasonable action to safeguard **Your Motorcycle** from further loss or damage. **We** can refuse to pay any claim under Section A of this **Policy** if **You** breach this condition.
- f. **You** must obtain **Our** consent in writing before **You** repair **Your Motorcycle** or incur any expenses in connection with a claim under this **Policy**.

**You** must not do any of the following:

- Admit any responsibility for any **Incident**; or
- Negotiate or settle any claims made against **You** by a third party, unless **We** write and inform **You** that **You** can.

**We** will decide whether to negotiate, defend or settle, in **Your** name, **Your Authorised Rider's** name and / or on **Your** behalf, any claims made against **You** or **Your Authorised Rider** by a third party. If in **Our** assessment the third party claim made against **You** or **Your Authorised Rider** for property damage will exceed the limit of liability of RM3 million, **We** will pay the full amount of **Our** liability to **You** or the third party and hand over the further conduct of any defence, settlement or proceeding to **You** completely. After doing so **We** will not be liable under this **Policy** to make any more payments to **You** or any claimant or any other person arising from the same **Incident**.

*The conditions above also apply to anyone else who wishes to claim under the terms and conditions of this **Policy**. "Anyone else" may refer to personal representative or administrator / estate of the policyholder.*

### 3. Cancellation

Either **You** or **We** may cancel this **Policy** at any time during the **Period of Insurance**.

#### a. Cancellation by **You**:

- **You** can cancel this **Policy** at any time by returning the **Certificate of Insurance (CI)** to **Us** or, if the **CI** has been lost or destroyed, **You** must provide **Us** with a duly certified Statutory Declaration (SD) to confirm this.
- After returning the **CI** or SD **You** will be entitled to a refund of premium if no claim was incurred prior to cancellation. **Your** refund will be the difference between the total premium and **Our** customary short-period rates calculated for the time **We** were on risk until the date **We** received the **CI** or SD:

Period of Insurance	Refund of Premium
Not exceeding 1 week	87.5% of the total premium
Not exceeding 1 month	75.0% of the total premium
Not exceeding 2 months	62.5% of the total premium
Not exceeding 3 months	50.0% of the total premium
Not exceeding 4 months	37.5% of the total premium
Not exceeding 6 months	25.0% of the total premium
Not exceeding 8 months	12.5% of the total premium
Exceeding 8 months	No refund of premium allowed

- The **Policy** will automatically lapse once **You** sell or dispose off **Your Motorcycle** because **Your** insurable interest in the **Motorcycle** will cease. If **You** want to transfer the **Policy** to the new buyer, **You** have to get **Our** prior consent.

b. Cancellation by **Us**:

- **We** may also cancel this **Policy** by giving **You** fourteen (14) days notice in writing by registered post to **Your** last address known to **Us**.
- After returning the **CI** or **SD** **You** will be entitled to a refund premium for the unexpired period calculated on a pro-rata basis from the date **We** receive the **CI** or **SD** from **You** to the expiry date of the **Policy**.

There will not be any refund of premium for any cancellation of **Policy** (either by **You** or by **Us**) if **You** have paid the **Minimum Premium** only or if a claim has been made on this **Policy**.

4. **If there is More Than One Insurance Covering the Same Motorcycle**

- a. **You** must inform **Us** in writing if **You** have taken out any other insurance in respect of **Your Motorcycle** during the **Period of Insurance**.
- b. If a claim arises under this **Policy** and such a loss is also claimable under the other insurance policy(ies) taken by **You**, **We** will only contribute **Our** rateable proportion of the whole loss. **We** will not be liable to pay the claim first and then seek recovery from the other co-insurers who is / are also liable for the loss.

5. **Subrogation**

**We** are entitled to take over all rights and remedies that **You** may have against any third party who caused the loss. **We** shall have the absolute discretion in the conduct of any proceedings, at **Our** own costs, against the third party and in the settlement of any such claim and **You** shall give **Us** such information and assistance as **We** may require from time to time including assigning all rights to take action in **Your** name. **You** must however give **Us** **Your** full cooperation to protect these rights and provide all assistance and take such steps as **We** require.

6. **Dispute Resolution**

If there are differences or disputes on any matters relating to this **Policy** involving amounts exceeding RM250,000, an Arbitrator shall be jointly appointed by **You** and **Us** in writing to resolve the differences or disputes. If no agreement is reached on who is to be the Arbitrator within one month of being required to do so then **You** and **We** shall be entitled to appoint an Arbitrator each. Both Arbitrators shall then proceed to hear the difference or dispute together with an Umpire to be jointly appointed by them. If the Arbitrators cannot agree on an Umpire within thirty (30) days, then the Kuala Lumpur Regional Centre for Arbitration shall appoint an Umpire.

If the disputed sum is less than RM250,000, **You** may refer the matter to the **Ombudsman for Financial Services** to resolve the dispute.

7. **Sanction**

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

8. **Portfolio Withdrawal Condition**

**We** reserve the right to cancel the portfolio as a whole if **We** decide to discontinue underwriting this insurance product. If **We** decide to cancel the portfolio as a whole, 30 days written notice shall be given to **You** and **We** will run off all policies to expiry of the period of cover within the portfolio.

9. **Other Matters**

**We** will only be liable to indemnify **You** under this **Policy** if **You**:

- a. Comply with all the terms and conditions of this **Policy**. These conditions are also applicable to **Your Authorised Rider** and any legal representative who seek protection under this **Policy**;
- b. Maintain **Your Motorcycle** in a reasonably efficient and roadworthy condition. **You** must get **Our** consent if **You** make any modification that will enhance or in any way affect the performance of **Your Motorcycle**;
- c. Take reasonable care to avoid any situation that could result in a claim. This **Policy** will not cover **You** if **You** or **Your Authorised Rider** are reckless i.e. where **You** recognise a serious risk but deliberately do not take steps to prevent it. This includes but is not limited to leaving **Your Motorcycle** unattended with ignition key left in or on **Your Motorcycle**; and
- d. Make **Your Motorcycle** available to **Us** for inspection at all reasonable times upon request.

## 10. Prevalent Policy Wording

For avoidance of doubt, the English version of this **Policy** wording will prevail over the Bahasa Malaysia version at all times.

### Section F: Definitions of words highlighted in the Policy

This section explains what **We** mean by the words printed in bold in this **Policy**.

In this **Policy**, **Schedule** and **Certificate of Insurance**, unless the context otherwise requires, the following words shall have the meanings as defined below.

#### 1. Accessories

This refers to the standard factory-fitted tools of the **Motorcycle** including spare tyres and may include radio / cassette player / compact disc player and the like if specified in the **Schedule**.

#### 2. Act of Terrorism

This refers to an act by any person(s) or group that uses force or violence and / or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s) and done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

#### 3. Adjuster

This refers to a person or entity registered under the Financial Services Act 2013 who is appointed by **Us** to investigate the cause and circumstances of a loss and to determine the amount of loss.

#### 4. Authorised Rider

This refers to any person who rides **Your Motorcycle** with **Your** consent or permission provided he or she holds a valid licence of the relevant type and is not disqualified to ride by law or for any other reason.

#### 5. Certificate of Insurance

This certificate is a prescribed form that **We** are required to issue to **You** under the Road Transport Act 1987 and it outlines the particulars of any conditions subject to which the **Policy** is issued.

#### 6. Cheating

This follows the meaning as defined under Section 415 of the Penal Code which is as follows:

Whoever by deceiving any person, whether or not such deception was the sole or main inducement:

- a. fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- b. intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or is likely to cause damage or harm to any person in body, mind, reputation, or property,

is said to "cheat".

#### 7. Criminal Breach of Trust

This follows the meaning as defined under Section 405 of the Penal Code which is as follows:

Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "criminal breach of trust".

#### 8. Endorsement

This refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the basic **Policy**.

#### 9. Excess

This refers to the amount that must be borne by **You** first for each claim. The amount of the excess is shown in the **Schedule**. **You** have to pay the excess irrespective of who is at fault in the **Incident**.

#### 10. Household

This refers to all members of **Your** or **Your Authorised Rider's** immediate family i.e. spouse, children including legally adopted children, parents, brother(s) and sister(s) staying under one roof with **You** in the case of **Your** immediate family, or with **Your Authorised Rider**, in the case of his immediate family.

- 11. Incident**  
Any event which could lead to a claim under this **Policy**.
- 12. Limitations as to Use**  
According to **Your Certificate of Insurance (CI)**, **Your Motorcycle** can only be used for “Social, domestic and pleasure purposes and for the policyholder’s business”. The **CI** also states that “The **Policy** does not cover use for hire or reward, racing, pacemaking, reliability, trial speed-testing, the carriage of goods other than samples in connection with any trade or business”.
- 13. Market Value**  
This refers to the reasonable cost to buy another **Motorcycle** of the same make, model, age and general condition similar to **Your Motorcycle** at the time of loss. The **Market Value** of **Your Motorcycle** at the time of loss would be determined according to the terms of the option that **You** had chosen at the time **You** purchased this **Policy**. If **You** had opted for a **Market Valuation System** to determine **Your Sum Insured** then the **Market Value** would be based on that valuation system as described in clause 14 below. However, if **You** had not opted for a **Market Valuation System** then the **Market Value** of **Your Motorcycle** in the event of dispute would be determined by the Head Office of the **Motorcycle** franchise-holder and this value should be equal to the cost of purchasing a replacement motorcycle of the same make, model and age of **Your Motorcycle** at the time of loss. If this valuation is not available or appears in **Our** opinion to be unduly low or high then valuation will be determined by an **Adjuster** registered under the Financial Services Act 2013, agreed by both **You** and **Us**.
- 14. Market Valuation System**  
This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Market Value** of **Your Motorcycle** at the time **You** purchased / renewed this **Policy** as well as at the time of the loss. **You** can opt to use the valuation recommended by this system as the **Sum Insured** to avoid the consequences of under-insurance as described in Section A2e. Alternatively, **You** may choose to determine the **Sum Insured Yourself** but **You** would be subject to Section A2e if **You** are under-insured.
- 15. Minimum Premium**  
The minimal premium described in the **Schedule**.
- 16. Motorcycle**  
This refers to the motor vehicle described in the **Schedule** and includes the manufacturer’s standard options and **Accessories** fitted to it and any other non-standard options or descriptions that are specifically listed in the **Schedule**.
- 17. Ombudsman for Financial Services (OFS)**  
This is an independent body that provides a free and efficient avenue to help settle financial disputes between **You** and **Us** under this **Policy** as an alternative to the courts.
- 18. Period of Insurance**  
The period shown in the **Schedule** when the cover provided by this **Policy** is operative. Cover is only valid from the actual time of purchase of the insurance **Policy** or from when **You** and **We** agree that cover should commence.
- 19. Pillion**  
**Pillion** means a **Pillion** rider who is a person seated in the **Pillion** seat of a **Motorcycle**.
- 20. Policy**  
**Policy** includes the **Schedule**, the **Certificate of Insurance** and all **Endorsements** specifically listed in the **Schedule**.
- 21. Repairer**  
This refers to motor repair workshops approved by **Us** or by Persatuan Insurans Am Malaysia (PIAM) under the PIAM Approved Repairers Scheme (PARS) or any repairer that **We** have given **You** a special permission to use, for a claim.
- 22. Road**  
Section 2 of the Road Transport Act 1987 defines “Road” as “any public road and any other road to which the public has access and includes bridges, tunnels, lay-bys, ferry facilities, interchanges, roundabouts, traffic islands, road dividers, all traffic lanes, sidetables, median strips, overpasses, underpasses, approaches, entrance and exit ramps, toll plazas, service areas, and other structures and fixtures to fully effect its use”.

**23. Schedule**

This document shows **You** name and address, the **Period of Insurance**, the sections of this **Policy** which apply, the premium **You** have paid, the **Motorcycle** which is insured, the **Sum Insured** and details of any extensions or **Endorsements**.

**24. Sum Insured**

This is the maximum that **We** will pay **You** for a claim under Section A. This amount is shown in the **Schedule**. The **Sum Insured** must be sufficient to cover the cost to replace **Your Motorcycle** in the event of an **Incident** that completely destroys it.

**25. We, Our, Us**

This refers to the licensed Insurance Company that is issuing **You** this **Policy**.

**26. You, Your, Yourself**

This refers to the policyholder or person described in the **Schedule** as "the Insured".

**Section G: Endorsements - applicable only if the Endorsement number is printed in the Schedule**

The following is a list of additional terms and conditions (known as **Endorsements**) that **We** may impose on **You** or optional covers available that **You** may want to add to **Your basic Policy** by paying additional premium. Note that only **Endorsements** with their numbers specifically printed in the **Schedule** shall apply to this **Policy**.

**J6.24 – Endorsement 3(p): Third Party Only Insurance** (please see page 2 - "What is Covered?")

The cover that **You** have chosen for **Your Motorcycle** is limited to 'Third Party' insurance only. This means that **We** will not pay for any loss or damage to **Your Motorcycle**. For that reason Section A is deleted and only Section B coverage has been purchased and is available to **You**.

**J6.48 – Endorsement 3(q): Third Party, Fire and Theft Insurance** (please see page 2 - "What is Covered?")

The cover that **You** have chosen for **Your Motorcycle** is called 'Third Party, Fire and Theft' insurance. This means that the cover provided to **Your Motorcycle** under Section A is limited to any loss or damage caused by fire, explosion, lightning, burglary, housebreaking or theft only. For that reason all the remaining covers under Section A1a are deleted and Section B coverage has been purchased and is available to **You**.

**J6.50 – Endorsement 14: Transfer of Interest**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree to transfer the interest in this **Policy** on [state date] to [state name of transferee and NRIC no. / Business Registration No.] of [state address] carrying on or engaging in the business or profession of \_\_\_\_\_ whose proposal and declaration dated [state date] shall be the basis of this contract.

Subject otherwise to the terms and conditions of this **Policy**.

**J6.08 – Endorsement 15: Hire Purchase**

**We** note that **Your Motorcycle** is under a Hire Purchase agreement with the Hire Purchase company named in the **Schedule** as the Owners. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Owners as long as they remain as the Owner of **Your Motorcycle** at the time of the **Incident**. The receipt from the Owners will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes **You** are the principal party under this **Policy** and not an agent or trustee for the Owners and that **You** have not assigned **Your** rights, benefits and claims under this **Policy** to the Owners. **You** cannot assign **Your** rights, benefits and claims under this **Policy** to anybody without **Our** written consent.

**J6.09 – Endorsement 15(a): Employer's Loan**

**We** note that **Your Motorcycle** was bought under an Employer's Loan agreement. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Employer named in the **Schedule** as long as the loan remains outstanding at the time of the **Incident** giving rise to a claim. The receipt from the Employer will fully discharge **Us** from any further claims or liability in respect of the **Incident**.

Other than the above, **Our / Your** rights and liabilities under this **Policy** are not affected.

#### J6.51 – Endorsement 18: Fleet Rated Risks – Cancellation of ‘No Claim Discount’

By virtue of the benefit of the Fleet Discount received, the No Claim Discount clause of this **Policy** is cancelled.

Subject otherwise to the terms and conditions of this **Policy**.

#### J6.53 – Endorsement 24(c): Reliability Trials, Competitions etc.

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under this **Policy** shall cover **Your Motorcycle** while it is being used for [state either reliability trials, competition] to be held at [state place / location] on [state date] organized by [state name of organizer] including officially conducted practice for the event.

#### J6.54 – Endorsement 24(d): Reliability Trials, Competitions etc. (Third Party Cover Only)

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section B of this **Policy** shall cover legal liability while **Your Motorcycle** is being used for [state either reliability trials, competition] to be held at [state place / location] on [state date] organized by [state name of organizer] including officially conducted practice for the event.

#### J6.12 – Endorsement 25: Strike, Riot and Civil Commotion

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover loss or damage to **Your Motorcycle** caused by:

- a. the wilful act of any striker or locked out worker to further a strike or to resist a lock out;
- b. the act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lock out or not); and
- c. the action of any lawfully constituted authority in preventing, suppressing or attempting to prevent or suppress any of these acts or in minimising the consequences of them.

This endorsement does not cover:

- a. civil war, war, invasion or acts of foreign enemy hostilities or warlike operations (whether war is declared or not);
- b. revolution, rebellion or civil disturbance amounting to a popular uprising; and
- c. **Act of Terrorism.**

It also does not cover any loss, damage or liability directly or indirectly, proximately or remotely caused by or contributed to or traceable to or arising out of or in connection with the above stated exceptions.

#### J6.15 – Endorsement 57: Inclusion of Special Perils

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** will cover loss or damage to **Your Motorcycle** caused by flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.

#### J6.47 – Endorsement 87: Agreed Value Clause

The Agreed Value shown in the **Schedule** is the maximum amount that **We** will pay for **Your Motorcycle**, less any **Excess** (if applicable) if **Your Motorcycle** is stolen or totally destroyed.

**We** and **You** have agreed at the commencement of this **Policy** to use this value as the basis of settlement provided **We** are liable to pay for such loss or destruction under the terms and conditions of this **Policy**. The **Market Value** of **Your Motorcycle** at the time of the loss will not be taken into account.

#### J6.23 – Endorsement 95: Leasing Agreement

**We** note that **Your Motorcycle** is under a Leasing Agreement with the Leasing company named in the **Schedule** as the Lessors. **You** unconditionally agree that the payment of any claim under Section A by **Us** by way of a cash payment shall be made to the Lessors as long as the Leasing Agreement remains valid at the time of the **Incident**. The receipt

from the Lessors will fully discharge **Us** from any further claims or liability in respect of such loss or damage. For all other purposes, **You** are the principal party under this **Policy** and not as an agent or trustee for the Lessors and **You** have not assigned **Your** rights, benefits and claims under this **Policy** to the Lessors. **You** cannot assign **Your** rights, benefits and claims under this **Policy** without **Our** written consent.

#### **J6.55 – Endorsement 97: Separate Cover for Accessories fixed to Your Motorcycle**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover the non-standard **Accessories** specified in the **Schedule**. The maximum amount that **We** will pay under this endorsement is the amount mentioned in the said **Schedule** under the heading '**Endorsement 97**'.

If **Your** claim is for the **Accessories** only and no other damages, **We** will not deduct any **Excess** and **You** will not lose **Your** No Claim Discount entitlement.

This cover is terminated on the date **Your** claim is settled under this endorsement. To restore this cover **You** must pay the additional premium to **Us** for the renewed cover.

#### **J6.56 – Endorsement 101: Extension of Cover to the Kingdom of Thailand**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A and Section B1a(ii) of this **Policy** shall cover **Your Motorcycle** while it is being used in the Kingdom of Thailand from the time of purchase on [state date] to midnight (Malaysian Standard Time) on [state date]. The limit of liability that **We** provide under Section B1a(ii) will be up to a maximum of RM100,000 only.

This endorsement does not cover legal liability under Section B1a(i) while **Your Motorcycle** is being used in the Kingdom of Thailand.

#### **J6.57 – Endorsement 102: Extension of Cover to Kalimantan**

In consideration of the payment of additional premium by **You** to **Us**, the geographical area of this **Policy** is extended to include Kalimantan with effect from \_\_\_\_\_ a.m. / p.m. on [state date] to midnight (Malaysian Standard Time) on [state date] subject to the limit of liability of RM50,000 under Section B1a(i) and B1a(ii).

Subject otherwise to the terms and conditions of this **Policy**.

#### **J6.42 – Endorsement 108: Legal Liability to Pillion**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** shall pay towards **You** or **Your Authorised Rider's** liability to any person being carried upon or getting onto or alighting from **Your Motorcycle** except for:

- a. death or bodily injury to any **Pillion** being carried for hire or reward;
- b. death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by **You** or by **Your Authorised Rider**;
- c. damage to property belonging to or in the custody of or control of or held in trust by **You** or **Your Authorised Rider** and / or any member of **You** or **Your Authorised Rider's Household**;
- d. liability to any person who is a member of **You** and / or **Your Authorised Rider's Household** who is a **Pillion** on your **Motorcycle** unless he / she is required to be carried on **Your Motorcycle** by reason of or in pursuance of his / her contract of employment with **You** or **Your Authorised Rider** and / or his / her employer;
- e. liability caused by a **Pillion** travelling on or alighting from **Your Motorcycle**;
- f. any claims brought against **You** by any rider of **Your Motorcycle**, whether authorised or not;
- g. death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from **Your Motorcycle**;
- h. any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and / or
- i. all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

**Condition of Cover**

If at the time of **Incident** giving rise to a claim under this endorsement, **Your Motorcycle** is carrying **Pillion** in excess of the stated maximum number permitted by law, **Our** liability shall be limited to the number of **Pillion** specified for the vehicle as registered at the Road Transport Department.

If the number of **Pillion** carried at the time of the happening of an **Incident** is more than the maximum number permitted in the vehicle by law, **We** will not pay their claim in full. Any payment **We** make to any claimant under this endorsement will be rateably reduced in the proportion of the legally permitted maximum number of lawful **Pillion** over the actual number of **Pillion(s)** carried, at the time of the **Incident**. The difference between the sum paid by **Us** and the claim to be paid to each **Pillion** claimant shall be borne by **You** or **Your Authorised Rider**.

The proportion **We** pay shall be calculated in accordance with the following formula:

$$\frac{\text{Number of Pillion permitted by law}}{\text{Actual number of Pillion(s) carried at time of Incident}} \times \text{Total Claim Awarded}$$

**J6.59 – Endorsement 109: Extension of Cover for Ferry Transit to and / or from Sabah and the Federal Territory of Labuan**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the insurance provided under Section A of this **Policy** shall cover loss or damage to **Your Motorcycle** when in transit to and / or from Sabah and Federal Territory of Labuan.

**You** must bear the first 1% of the **Sum Insured** or RM500 (whichever is higher) for each and every claim arising out of one transit for every claim payable under this endorsement. **We** have the right to deduct this amount in addition to the **Excess** mentioned in the **Schedule** of this **Policy**.

**J6.49 – Endorsement 113: Reference to Motor Vehicle Market Valuation System**

This refers to the motor vehicle **Market Valuation System** approved by Persatuan Insurans Am Malaysia (PIAM) to determine the **Sum Insured** of **Your Motorcycle** at the time **You** purchased / renewed this **Policy** as well as the **Market Value** at the time of the loss.

When a claim is made, the **Market Value** of **Your Motorcycle** would be determined by the (name of motor vehicle **Market Valuation System**) and this value would be accepted as the cost of purchasing a replacement motorcycle of the same make, model and age of **Your Motorcycle** at the time of loss.

If no **Market Value** is available from the (name of motor vehicle **Market Valuation System**) for **Your Motorcycle**, the **Market Value** of the **Motorcycle** would be determined by an **Adjuster** agreed to by both **You** and **Us**.

The valuation done by the (name of motor vehicle **Market Valuation System**) or **Adjuster** will be conclusive evidence in respect of the **Market Value** of **Your Motorcycle** in any legal proceedings against **Us**.

Subject otherwise to the terms and conditions of this **Policy**.

## Privacy Policy

AIG Malaysia Insurance Berhad (“AIG Malaysia”, “we/us”) together with other affiliates and subsidiary companies of American International Group, Inc. (collectively called “AIG”) value your trust in us and are committed to handling Personal Information (defined below) appropriately in accordance with applicable laws.

This is our main Privacy Policy which describes how we use Personal Information that we collect as part of our core business activities.

References to "you" or "your" means any individual with whom we have a relationship, including policyholders, insureds or claimants under an insurance policy, commercial insurance brokers, appointed representatives, agents, witnesses or another individual with whom we have a relationship or users of AIG Digital Services.

This Privacy Policy will be supplemented by additional privacy policies tailored to our specific relationships with you where this is useful to provide you with a full picture of how we collect and use your Personal Information.

The purpose of this Policy is to explain what Personal Information we collect, access, use, store, transfer and/or disclose (together, “process”), the reasons we process your Personal Information, to whom Personal Information is disclosed and your rights under the relevant laws.

We use the words Personal Information to describe information about you and other individuals (for example, your partner or other members of your family), and from which you or they are identifiable.

Our aim is responsible and secure handling of Personal Information, balancing the benefits of activities like research and data analytics to improve our products and service delivery, with our other commitments, including fairness, transparency and non-discrimination.

Personal Information is obtained from a variety of sources, including:

- application, proposal and claim forms, and other forms;
- telephone calls, emails, meetings and other communications;
- service providers, brokers and agents, claims investigators, witnesses, medical professionals, driver and vehicle licensing authorities, credit reference agencies, your employer, and other third parties;
- this website (the “Site”);
- the software applications made available by us on computers, smart phones and other mobile devices (the “Apps”); and
- our social media pages, other social media content, tools and applications (our “Social Media Content”).

In this Privacy Policy, we refer to the Site, the Apps and Social Media Content together as AIG Digital Services.

Unless otherwise indicated, the AIG Digital Services are only for use by legally competent adults. Minors and those without legal competency should not provide Personal Information through the AIG Digital Services themselves but rather via appropriately authorised agents, guardians or legal advisors.

Personal Information may be provided to us by you directly or by a third party. For example, an insurance policyholder may provide Personal Information about you so that you can benefit under their insurance policy.

Please note:

By providing us with Personal Information about another individual, you represent that you have (unless we agreed otherwise, in writing): (a) informed the individual about the content of this Privacy Policy and any other applicable privacy notices provided to you; and (b) obtained their permission (where required by, and in such manner as required by, applicable laws) to share their Personal Information with us in accordance with this Privacy Policy and other applicable privacy notices.

### **What Personal Information do we collect and hold?**

The Personal Information we collect and hold about you and other individuals will differ depending on our relationship, including the type of communications between us and the products and services we provide. Different types of Personal Information will be held if you are a consumer insurance policyholder or claimant, or you have enquired about our services, compared to where you benefit from insurance coverage under an insurance policy taken out by another policyholder (for example, you are insured under a corporate policy taken out by your employer).

Likewise, we will hold different Personal Information if you are a commercial insurance broker or appointed representative, a witness, or another individual with whom we have a relationship.

As we are in the business of providing insurance, claims handling, assistance and related services, the Personal Information we hold and process, depending on our relationship, includes:

<b>Type of Personal Information</b>	<b>Examples</b>
<b>1. Contact information</b>	Name, address, email, telephone number and social networking profile details
<b>2. General information</b>	Gender, marital and family status, date and place of birth, physical characteristics (appropriate to the circumstances), your status as director or partner, or other ownership or management interest in an organisation, your signature, and other identifiers
<b>3. Education and employment information</b>	Educational background, employer details and employment history, skills and experience, professional licenses, memberships, and affiliations
<b>4. Insurance and claim information</b>	Policy and claim numbers, relationship to policyholder, insured, claimant or other relevant individual, date and cause of property damage, loss or theft, injury, disability or death, activity records (for example, driving records), and other information relevant to insurance policy issuance, and claim assessment and settlement.

	For liability insurance, this will include details of the dispute, claim or proceedings involving you.
<b>5. Government and other official identification numbers</b>	Social security or national insurance number, passport number, tax identification number, driver's license number, or other government issued identification numbers or documents
<b>6. Financial information and account details</b>	Payment card number (credit or debit card), bank account number, or other financial account number and account details, credit history, credit reference information and credit score, assets, income, and other financial information, account log-in information and passwords for accessing insurance policy, claim and other accounts, and AIG Digital Services
<b>7. Medical condition and health status</b>	Current or previous physical, mental or medical condition, health status, injury or disability information, medical diagnosis, medical procedures performed and treatment given, personal habits (for example, smoking or consumption of alcohol), prescription information, and medical history
<b>8. Other sensitive information</b>	<p>Information about religious beliefs, ethnicity, political opinions or trade union membership (for example, if an insurance application is made through a third-party marketing partner that is a professional, trade, religious, community or political organisation), sexual life and orientation, or genetic or biometric information.</p> <p>We may obtain information about criminal records or civil litigation history (for example, for preventing, detecting, and investigating fraud).</p> <p>Information provided voluntarily to us (for example, preferences expressed regarding medical treatment based on religious beliefs) (where collected in accordance with applicable law)</p>
<b>9. Telephone recordings</b>	Recordings of telephone calls with our representatives and call centers
<b>10. Photographs and video recordings</b>	Images (including photographs and pictures) or video recordings created in connection with our insurance or other business activities, including for claims assessment, administration and settlement, claim disputes, or for other relevant purposes as permitted by law, as well as CCTV recordings captured by equipment on our premises
<b>11. Information to detect, investigate or prevent crime, including fraud and money laundering</b>	Insurers commonly collect, hold, and share information about their previous dealings with policyholders and claimants with the intention of the detection, investigation and prevention of fraud, money laundering and other criminal activities. In this regard, we may have a duty at law to disclose such information to the relevant regulators,

	government authorities, enforcement agencies and/or other government bodies.
<b>12. Information enabling us to provide products and services</b>	Location and identification of property insured (for example, property address, vehicle license plate or identification number), travel plans, age categories of individuals to be insured, details of the risks to be insured, prior accident or loss history, and cause of loss, status as company officer or director, or partner, or other ownership or management interest in an organisation, history of disputes, civil or criminal proceedings or formal investigations involving you, and information about other insurance held
<b>13. Marketing preferences, marketing activities and customer feedback</b>	<p>Marketing preferences, information relating to competition, prize draw or other promotion entry, or responses to voluntary customer satisfaction surveys</p> <p>To improve our marketing communications, we may collect information about interaction with, and responses to, our marketing communications</p>
<b>14. Online activity information</b>	<p>We will receive Personal Information about you when you use AIG Digital Services; this may include your social media account identifier and profile picture, your IP address and other online identifiers (to the extent that they are Personal Information), and other Personal Information that you provide to us online</p> <p>If you choose to connect your social media account provided by another social media service provider to your account on any of the AIG Digital Services, Personal Information from your other social media account may be shared with us, which may include Personal Information that is part of your social media account profile, or the profiles of your friends and other connected individuals</p>
<b>15. Supplemental information from other sources</b>	We and our service providers may supplement the Personal Information we collect with information obtained from other sources (for example, publicly available information from online social media services and other information resources, third-party commercial information sources, and information from our group companies and business partners). We will use any such supplemental information in accordance with applicable law (including obtaining your consent where required)

**Why we Process Personal Information, and the legal justification for doing so**

We use Personal Information to carry out our business activities. The purposes for which we use your Personal Information will differ based on our relationship, including the type of communications between us and the services we provide. Personal Information will be used for different purposes if you are a policyholder, insured or claimant under an insurance policy, a

commercial insurance broker or appointed representative, a witness or another individual with whom we have a relationship.

Data protection law seeks to ensure that the way Personal Information is processed is fair. To comply with the law, we need to tell you the legal justification we rely on for using your Personal Information. While the law provides several legal justifications, this Policy describes the main legal justifications that may apply to our purposes for using Personal Information.

We may be required to obtain Personal Information from you to comply with applicable legal requirements, and certain Personal Information may be needed to enable us to fulfil the terms of our contract with you (or someone else), or in preparation of entering into a contract with you (or someone else), or for pursuing a right and/or legitimate interest of ours or of third parties. We may inform you of this at the time that we are obtaining the Personal Information from you. In these circumstances, if you do not provide the relevant Personal Information to us, we may not be able to provide our products or services to you. If you would like further information, please contact us using the details below (see section below 'Who to contact about your Personal Information?').

Where we rely on our legitimate business interests or the legitimate interests of a third party to justify the purposes for using your Personal Information, those legitimate interests will be set out in a supplemental privacy notice (which is tailored to our relationship with you where this is useful to provide you with a full picture of how we collect and use Personal Information), but in any event our legitimate interests will usually be:

- pursuit of our commercial activities and objectives, or those of a third party (for example, by carrying out direct marketing);
- compliance with applicable legal and regulatory obligations, and any guidelines, standards, and codes of conduct (for example, by carrying out background checks or otherwise preventing, detecting or investigating fraud or money laundering);
- improvement and development of our business operations and service offering, or those of a third party;
- protection of our assets, information, business, shareholders, employees and customers, or those of a third party (for example, ensuring IT network and information security, enforcing claims, including debt collection);
- to keep our IT network/systems secure, prevent/detect crime and ascertain compliance with internal roles for using the system; and
- analysing competition in the market for our services (for example, by carrying out research, including market research).

We may need to collect, use, and disclose Personal Information in connection with matters of important public interest, for instance when complying with our obligations under both local and foreign anti-money laundering and terrorist financing laws and regulations, and other laws and regulations aimed at preventing financial crime. In these cases, the legal justification for our use of Personal Information is that the use is necessary for matters of public interest, legitimate interest, or legal obligation. Additional justifications may also apply depending on the circumstances.

#### *Sensitive/Special Categories of Personal Information*

For more sensitive/special categories of Personal Information we will rely on either:

- your consent; or
- one or more of the other legal justifications set out below and typically one of the following two additional justifications (however other legal justifications may be available):
  - the use is necessary for the establishment, exercise or defense of legal claims, or whenever courts are acting in their judicial capacity (for example, when a court issues a court order requiring the processing of Personal Information);
  - the use is necessary for the purposes of preventive or occupational medicine, medical diagnosis or the provision of health or social care or treatment; or
  - the use is necessary for complying with a legal obligation.

These more sensitive/special categories of Personal Information include Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning an individual's sex life or sexual orientation.

Processing of Personal Information relating to criminal convictions and offences is subject to the requirements of applicable law.

### **How do we use Personal Information?**

We use Personal Information to carry out our business activities. The purposes for which we use your Personal Information will differ based on our relationship, including the type of communications between us and the services we provide. Personal Information will be used for different purposes if you are a policyholder, insured or claimant under an insurance policy, a commercial insurance broker or appointed representative, a witness or another individual with whom we have a relationship.

The main purposes for which we use Personal Information are to:

- A. Communicate with you and other individuals.
- B. Make assessments and decisions (automated and non-automated, including by profiling individuals) about: (i) the provision and terms of insurance and (ii) settlement of claims and provision of assistance and other services.
- C. Provide insurance, financial services, claims and assistance services, and other products and services which we offer, including claim assessment, administration, settlement and dispute resolution and administering, maintaining, managing and operating such products and/or services including any renewals. Such activities include: (i) sending you important information regarding changes to our policies, other terms and conditions, renewal of policies, AIG Digital Services and other administrative information; (ii) processing, assessing and determining any applications or requests made by you for insurance products or services; (iii) processing your Personal Information in connection with any claims made under any insurance products or in respect of any services provided by us including, without limitation, making, defending, analysing, investigating, processing, assessing, determining or responding to such claims; (iv) performing any functions and activities related to the insurance products and/or services provided by us

including, without limitation, obtaining reinsurance, auditing, reporting and general servicing and maintenance of online and other service.

D. Assess your eligibility for payment plans, and process your premium and other payments.

E. Improve the quality of our products and services, provide staff training and maintain information security (for example, for this purpose we may record or monitor phone calls).

F. Prevent, detect, and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.

G. Carry out research and data analysis, business, and process enhancements, including analysis of our customer base and other individuals whose Personal Information we collect, complete market research, including customer satisfaction surveys, for the purposes of business innovation and assess the risks faced by our business, in accordance with applicable law (including obtaining consent where required).

When we refer to “data analytics”, we mean the use of your Personal Information to analyse, measure and understand various different aspects of our relationship with you, our products and our services, including how you and other people use our services, how our products are performing, and the ways you interact with us and us with you.

H. Provide marketing information in accordance with preferences you have told us about (marketing information may be about products and services offered by our third-party partners subject to your expressed preferences). We may carry out marketing activities in accordance with your preferences by using email, SMS and other text messaging, post, or telephone.

I. Allow you to participate in competitions, prize draws and similar promotions, and to administer these activities. These activities have additional terms and conditions, which will contain more information about how we use and disclose your Personal Information where this is useful to provide you with a full picture of how we collect and use Personal Information, so we recommend that you review those too.

J. Personalize your experience when you use AIG Digital Services or visit third party websites by presenting information and advertisements tailored to you, identify you to anyone to whom you send messages through the AIG Digital Services, and facilitate sharing on social media.

K. Manage our business operations and IT infrastructure, in line with our internal policies and procedures, including those relating to finance and accounting; billing and collections; IT systems operation; data and website hosting; data analytics; business continuity; records management; document and print management; and auditing.

L. Manage complaints, feedback and queries, and handle requests for data access or correction, or the exercise of other rights relating to Personal Information.

M. Comply with applicable laws and regulatory obligations (including laws and regulations outside your country of residence), for example, laws and regulations relating to anti-money laundering, sanctions and anti-terrorism; comply with legal process and court orders; respond to requests from public and government authorities (including those outside your country of residence); meeting the requirements to make disclosure pursuant to any law binding on us or for the purposes of complying with any regulations or guidelines issued by any regulatory or other

authorities which have jurisdiction over AIG Malaysia or any AIG Affiliates; and for audit, compliance, investigation and inspection purposes.

N. Establish, enforce, and defend legal rights to protect our business operations, and those of our group companies or business partners, and secure our rights, privacy, safety or property, and that of our group companies or business partners, you, or other individuals or third parties; to enforce our terms and conditions; and pursue available remedies and limit our damages.

O. Matching any Personal Information held by us relating to you from time to time for any of the purposes listed in this Privacy Policy.

P. Conducting background and identity checks, such as for the purposes of verifying your identity in order to respond to your request to be provided with a duplicate policy or other documentation, any request made by you to change your address in our records, or any request by you to change your bank account or payment or other details in our records.

Q. Conducting credit checks on you- such as analysing, verifying and/or checking your credit, payment and/or status in relation to your ability to use the services.

R. Carrying out due diligence or other screening activities in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by us.

S. Determining any amount of indebtedness owing to or from you and collecting or recovering any amount owing from you or any person who has provided security or an undertaking for such liabilities of yours.

T. Enabling an actual or proposed purchaser, assignee, transferee, participant or sub-participant of AIG's rights or business to evaluate the transaction intended to be the subject of a reorganisation, merger, sale, joint venture, assignment, transfer, participation, or sub-participation.

By applying for insurance with AIG and/or in accessing and using AIG Digital Services, you consent to the collection, use, disclosure and/or otherwise processing of any of your Personal Information in the ways described in this Privacy Policy. We may also, where required, obtain your consent for the collection, use, disclosure and/or otherwise processing your Personal Information as described in this Privacy Policy through other relevant documentation (such as through application forms). Any consent given by you will not be affected by the termination or expiry of your insurance policy.

Unless otherwise restricted by the applicable law, you may withdraw your consent to the collection, use, disclosure, or processing of any of your Personal Information at any time by contacting us (please see section titled "Who to contact about your Personal Information" in this Privacy Policy for the contact details). We will effect your withdrawal of consent within a reasonable period or required period after receiving your request. We will, thereafter, cease to collect, use, or disclose your Personal Information, unless required under applicable laws.

Should you withdraw your consent, we may not be able to provide you with the services that you have requested and we will inform you of the consequences of such withdrawal of consent where applicable.

## **How do we use Personal Information to detect, investigate and prevent fraud?**

We are committed to detecting and preventing fraud, and other financial crime. We take this commitment very seriously and use Personal Information in a number of ways for this purpose.

For example, if relevant to our relationship with you, we will (where permitted by applicable law):

- submit your Personal Information (including details of any claims you make, for example, details of injuries) so that they appear on registers of claims which are shared between different insurance providers;
- search registers of previous claims when assessing a claim; and
- share your Personal Information with other insurers, fraud prevention agencies databases, and law enforcement agencies.

For further details, please see the section below 'Who is Personal Information shared with?' or please contact us using the details provided below (see section below 'Who to contact about your Personal Information?').

## **Are automated decisions made using Personal Information?**

Sometimes, as part of our business operations, decisions about you are taken using automated computer software and systems. These decisions do not involve human input, and the software and systems apply pre-defined logic programming and criteria to make a decision and assess how we deal with you in connection with the provision of services.

For example, we sometimes use automated decision making as part of a process to:

- decide whether a travel insurance claim should be paid as requested (for example, if pre-specified criteria are met by responses that you provide, the claim will be paid automatically without the need for additional human intervention); or
- identify known pre-existing medical conditions in connection with our travel insurance business to decide whether we can offer insurance to you and on what terms; or
- generally, assess your eligibility for insurance using a pre-defined set of criteria.

In accordance with applicable laws/regulations, we provide you with more information in relation to any automated decision processes before or at the time that we intend to make decisions in this way. You have the right in certain circumstances/jurisdictions not to be subject to a decision which is based solely on automated processing. Please see the section below 'What are your Personal Information rights?' below for further details of this right.

Where required to do so, we will seek your consent prior to collecting your Personal Information for the abovementioned processes.

## **Who is responsible for Personal Information?**

The AIG group comprises a number of companies, including, but not limited to, the AIG parent company American International Group, Inc., AIG PC Global Services, Inc., AIG Global Operations, Inc. and AIG Global Operations (Ireland) Limited.

Each AIG group company that processes your Personal Information is responsible for looking after it in accordance with this Privacy Policy, our internal standards and procedures, and the requirements of data protection law.

Your relationship with us will determine which of our group companies has access to and processes your Personal Information, and which of our group companies are the data controller(s) responsible for your Personal Information. A list of the key AIG group companies that are data controllers is available here [www.aig.com/datacontrollers](http://www.aig.com/datacontrollers). Usually, if you are an individual policyholder, the AIG group company that underwrites your insurance policy will be the main company responsible for your Personal Information, the controller. Depending on our relationship with you, we will provide further information in a supplemental privacy notice tailored to our relationship.

For more precise information about the specific company or companies in the AIG group that have access to and are responsible for your Personal Information (including the identity of the relevant AIG companies that are the data controller(s) for your Personal Information), please contact us using the details provided below (see section below 'Who to contact about your Personal Information?').

### **Who is Personal Information shared with?**

In connection with the purposes described above (see section above 'How do we use Personal Information?'), we sometimes need to share your Personal Information with third parties (this can involve third parties disclosing Personal Information to us and us disclosing Personal Information to them).

These third parties may include:

Type of third party	Examples
Our group companies	<p>We belong to the American International Group, Inc. group of companies. AIG has group companies throughout the world, both inside and outside Malaysia (for example, in the USA). We may share your Personal Information with other group companies (including for administrative accounting purposes). AIG Malaysia is responsible for the management and security of jointly used Personal Information. Access to Personal Information within AIG is restricted to those individuals who have a need to access the information for our business purposes.</p> <p>A list of the key AIG group companies is available here <a href="http://www.aig.com/datacontrollers">www.aig.com/datacontrollers</a></p>
Other insurance and insurance distribution parties	<p>Where permitted by applicable law, AIG may share Personal Information with other third parties, for example, other insurers, reinsurers, insurance and reinsurance brokers, other intermediaries and agents, appointed representatives, distributors, affinity marketing partners and financial institutions, securities firms and other business partners.</p>
Our service providers	<p>External third-party service providers, such as medical and security professionals, accountants, actuaries, auditors, experts, lawyers and</p>

	<p>other professional advisors; travel and medical assistance providers; call center service providers; roadside and accident assistance service providers; IT systems, support and hosting service providers; application service providers; printing, advertising, marketing and market research, and data analysis service providers; banks and financial institutions that service our accounts; third-party claim administrators; document and records management providers; claim investigators and adjusters; construction consultants; engineers; examiners; jury consultants; translators; and other third-party vendors and outsourced service providers that assist us in carrying out business activities.</p>
<p>Recipients of your social media sharing activity</p>	<p>Where you have friends and other connections associated with your social media account, other website users and your social media account provider may receive your Personal Information in connection with your social sharing activity (for example, if you connect a social media account provided by another social media service provider to your AIG Digital Services account or log into your AIG Digital Services account from another social media account). By connecting your AIG Digital Services account and your other social media account you authorize us to share information with the provider of your other social media account and you understand that the use of the Personal Information we share will be governed by the other service provider's privacy policy. If you do not want your Personal Information shared with other users or with your other social media account provider, please do not connect your other social media account with your AIG Digital Services account and do not participate in social sharing while using AIG Digital Services.</p>
<p>Government authorities and third parties involved in legal proceedings</p>	<p>We may also share Personal Information with: (a) government or other public authorities (including, but not limited to, workers' compensation boards, courts, regulatory bodies, law enforcement agencies, tax authorities and criminal investigations agencies); and (b) third-party participants in legal proceedings and their accountants, auditors, lawyers, and other advisors and representatives, as we believe to be necessary or appropriate.</p>
<p>Other third parties</p>	<p>We may share Personal Information with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organisations and providers; travel carriers; credit bureaus; credit reporting agencies; other people involved in an incident that is the subject of a claim; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganisation, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our businesses, assets, companies or stock (i.e. company shares).</p> <p>Where permitted by applicable law, Personal Information (including details of injuries) may be put on registers of claims and shared with other insurers. We may search these registers when dealing with claims to prevent, detect and investigate fraud.</p>

	If you benefit from another party's insurance policy or service arrangement with AIG (for example, a policy taken out by your employer), Personal Information relating to the administration of that insurance policy or service may be shared with that other party.
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Personal Information may also be shared by you on message boards, chat, profile pages and blogs, and other AIG Digital Services to which you are able to post information and materials (including, without limitation, our Social Media Content). Please note that any information you post or disclose through these services will become public information and may be available to visitors and users of the AIG Digital Services and to the general public. We urge you to be very careful when deciding to disclose your Personal Information, or any other information, when using the AIG Digital Services.

**Where do we process Personal Information?**

Due to the global nature of our business activities, for the purposes set out above (see section entitled 'How do we use Personal Information?'), depending on the nature of our relationship with you, we will transfer Personal Information to parties located in other countries (including the USA, China, Mexico, Malaysia, Philippines, Singapore, Japan, and Bermuda and other countries that have data protection regimes which are different from those in the country where you are based).

For example, we may transfer Personal Information in order to process international travel insurance claims and provide emergency medical assistance services when you are abroad. We may transfer information internationally to our group companies, service providers, business partners, government or public authorities, and other third parties.

When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law.

This typically involves the use of standard contractual clauses approved or mandated by the relevant data protection authority or appropriate data transfer agreements. If there is no data transfer agreement in place, we may use other mechanisms recognised by the relevant privacy or data protection laws to assist in ensuring an adequate level of protection for Personal Information transferred overseas.

For further information about these transfers and to request details of the safeguards in place, please contact us using the details below (see section below 'Who to contact about your Personal Information?').

**How do we keep Personal Information secure and maintain data integrity**

AIG uses reasonable and appropriate technical, physical, legal, and organisational measures, which comply with data protection laws to keep Personal Information secure, taking into account the nature, scope, context, complexity, risks and purposes of the processing of Personal Information.

We have implemented appropriate data protection policies that provide for the aforementioned security measures. We also train our colleagues regularly on data protection and information security.

As most of the Personal Information we hold is stored electronically we have implemented appropriate IT security measures to ensure this Personal Information is kept secure. For example, we may use anti-virus protection systems, firewalls, and data encryption technologies. We have procedures in place at our premises to keep any hard copy records physically secure. AIG also has a dedicated team that monitors the global AIG network for any potential cyber and IT security threats. We also train our staff regularly on data protection and information security.

When AIG engages a third party (including our service providers) to collect or otherwise process Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures to protect the confidentiality and security of Personal Information.

### **Do we record calls and monitor email communications with us?**

We may record telephone calls with you so that we can:

- improve the standard of service that we provide by providing our staff with feedback and training;
- address queries, concerns, or complaints;
- prevent, detect, and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks; and
- comply with our legal and regulatory obligations.

In addition, we monitor electronic communications between us (for example, emails) to protect you, our business and IT infrastructure, and third parties including by:

- identifying and dealing with inappropriate communications; and
- looking for and removing any viruses, or other malware, and resolving any other information security issues.

### **How long do we keep Personal Information for?**

AIG may store Personal Information either electronically (including in the cloud) or in paper form. We will keep Personal Information for as long as is necessary for the purposes for which we collect it. The precise period will depend on the purpose for which we hold your information. In addition, as a regulated financial services institution, there are laws and regulations that apply to us which set minimum periods for retention of Personal Information. We will provide you with further information if appropriate to give you a full picture of how we collect and use your Personal Information.

### **How can you tell us about your marketing preferences?**

We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to you.

In certain countries, we may be required to obtain your consent for the use of your personal details for direct marketing purposes.

To tell us your marketing preferences, and to change your preferences if required, you can contact us by email at: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com) or by writing to: AIG Malaysia Insurance Berhad, Attn: Customer Care Executive, Level 18, Menara Worldwide, 198 Jalan Bukit Bintang, 55100 Kuala Lumpur

In addition, you can also opt-out of receiving marketing communications as follows:

- Receiving email messages and text messages from us: If you no longer want to receive marketing emails or text messages from AIG, you can opt-out of receiving these marketing-related messages by clicking on the link to “unsubscribe” provided in each email message, following the stop instructions in a text message, or by contacting us using the addresses above.
- Receiving telephone communications and postal mail from us: If you no longer want to receive marketing via telephone communications or postal mail from AIG, you may opt-out of receiving these marketing communications by contacting us using the addresses above. You may also be able to contact a "Do not call" registry in your country to opt-out on a general basis from receiving marketing communications by telephone, although we may still contact you if you are listed on such a register if you have given your consent.
- Sharing of your Personal Information with our group companies for their marketing purposes: With your consent we may share your Personal Information with our group companies for their own marketing purposes. If you change your mind, you may opt-out of this sharing by contacting us using the addresses above.
- Sharing of your Personal Information with selected third-party partners for their marketing purposes: If you have provided your consent we may share your Personal Information with our third-party partners for their own marketing purposes. If you change your mind, you may opt-out of this sharing by contacting us using the addresses above.

We aim to comply with your opt-out requests within a reasonable time period and in any event within any period prescribed by law. Please note that if you opt-out as described above, we will not be able to remove your Personal Information from the databases of third parties with whom we have already shared your Personal Information (i.e. to those to whom we have already provided your Personal Information as of the date on which we respond to your opt-out request).

Please also note that if you do opt-out of receiving marketing communications from us, we may still send you other important service and administration communications relating to the services which we provide to you, and you cannot opt-out from these service and administration communications.

### **What are your Personal Information rights?**

The following is a summary of the data protection rights available to individuals in Malaysia in connection with their Personal Information. These rights may only apply in certain jurisdictions and/or circumstances and are subject to certain legal limitations or exemptions.

If you wish to exercise your rights, please contact us using the details below (see section below ‘Who to contact about your Personal Information?’).

<b>Right</b>	<b>Description</b>
<b>Right of access to Personal Information</b>	The right to receive a copy of the Personal Information we hold about you and information about how we use it.

	<p>This right is applicable at all times when we hold your Personal Information (subject to certain exemptions)</p>
<p><b>Right to rectification of Personal Information</b></p>	<p>The right to ask us to correct Personal Information we hold about you where it is incorrect or incomplete.</p> <p>This right is applicable at all times when we hold your Personal Information (subject to certain exemptions).</p>
<p><b>Right to restrict processing of Personal Information</b></p>	<p>The right to request that we suspend our use of your Personal Information. This right only applies in certain circumstances.</p> <p>Where we suspend our use of your Personal Information, we will still be permitted to store your Personal Information, but any other use of this information while our use is suspended will require your consent, subject to certain exemptions.</p> <p>You can exercise this right if:</p> <ul style="list-style-type: none"> <li>• you think that the Personal Information we hold about you is not accurate, but this only applies for a period of time that allows us to consider if your Personal Information is in fact inaccurate;</li> <li>• the processing is unlawful and you oppose the erasure of your Personal Information and request the restriction of its use instead;</li> <li>• we no longer need the Personal Information for the purposes we have used it to date, but the Personal Information is required by you in connection with legal claims; or</li> <li>• you have objected to our processing of the Personal Information and we are considering whether our reasons for processing override your objection.</li> </ul>
<p><b>Right to object to processing of Personal Information</b></p>	<p>You have the right to object to our use of your Personal Information in certain circumstances.</p> <p>We may continue to use your Personal Information, despite your objection, where there are compelling legitimate grounds to do so or we need to use your Personal Information in connection with any legal claims.</p> <p>You can object to the use of your Personal Information for direct marketing purposes at any time (including if we are carrying out profiling related to direct marketing).</p>

<b>Right to withdraw consent to processing of Personal Information</b>	Where we have relied upon your consent to process your Personal Information, the right to withdraw that consent.
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### **Who to contact about your Personal Information?**

If you have any questions, concerns or complaints about the way your Personal Information is used by us, you can contact us by email or post using the details below.

email: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)

writing: AIG Malaysia Insurance Berhad, Customer Care Executive, Level 18, Menara Worldwide, 198 Jalan Bukit Bintang, 55100 Kuala Lumpur.

Phone: 1800-88-8811

Fax: 603-21180288

We review this Privacy Policy regularly and reserve the right to make changes at any time to take account of changes in our business activities, legal requirements, and the manner in which we process Personal Information. We will place updates on this website and where appropriate we will give reasonable notice of any changes. In certain countries, where we process your Personal Information on the basis of your consent, we will seek further consent where there are material changes to the Privacy Policy as required by law.

In the event of any discrepancy or inconsistency between the English version and Malay version of this Privacy Policy, the English version shall prevail.

## DISCLOSURE & POLICY STATEMENT/KETERANGAN & KENYATAAN POLISI

- Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:  
Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:
  - The Customer Care Officer of AIG Malaysia Insurance Berhad (200701037463) ("Company") at tel: 1800 88 8811 or fax: 603 2685 4896 or via e-mail to [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.  
*Pegawai Khidmat Pelanggan AIG Malaysia Insurance Berhad (200701037463) ("Syarikat") di tel: 1800 88 8811 atau faks: 603 2685 4896 atau e-mel pada [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). Pada peringkat cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.*
  - Financial Markets Ombudsman Service (FMOS) at tel: 03-2272 2811 or fax: 03-2272 1577  

The address is/Alamat ialah: **Perkhidmatan Ombudsman Pasaran Kewangan**  
Tingkat 14, Blok Utama  
Dataran Kewangan Darul Takaful  
No 4 Jalan Sultan Sulaiman  
50000 Kuala Lumpur
  - Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNMLINK) at tel: 1-300-88-5465, or fax: 03-2174 1515 or via web form at [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK).  
*Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNMLINK) di tel: 1-300-88-5465 atau faks: 03-2174 1515 atau melalui laman sesawang [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK).*  

The address is/Alamat ialah: **Pengarah**  
Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNMLINK)  
4th. Floor, Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur
- By virtue of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to Bank Negara Malaysia.  
*Bersandarkan Akta Pencegahan Pengubahan Wang Haram, Pecegahan Pembiayaan Keganasan dan Hasil daripada Aktiviti Haram 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada Bank Negara Malaysia.*
- For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.  
*Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.*
- PERSONAL DATA CONSENT:** You are deemed to have read, understood, and consented to the collection and subsequent processing of your personal information by the Company (whether obtained during the application process or administration of this policy) in accordance with the Company's Privacy Notice as from time to time published on the Company's website at <https://www.aig.my/privacy-notice>. If you submit information relating to other individuals, you are further deemed to represent and warrant that you have the authority to provide information relating to the other individuals to the Company, that you have informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the other individuals agree and consent that the Company may collect, use and process his/her personal information in accordance with the Company's Privacy Notice. Requests to obtain access, correct, or withdraw your consent to the use of your personal information can be made by mail: Customer Care, AIG Malaysia Insurance Berhad, Menara Worldwide 198, Jalan Bukit Bintang, 55100 Kuala Lumpur, phone: 1800 88 8811, fax: 603 2685 4896 or email: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com).  
**KESETUJUAN DATA PERIBADI:** Anda adalah dianggap telah membaca, memahami dan bersetuju dengan pengumpulan dan pemprosesan seterusnya maklumat peribadi anda oleh Syarikat (samaada yang diperolehi semasa proses permohonan atau pentadbiran polisi ini) mengikut Notis Privasi Syarikat seperti yang diterbitkan dari semasa ke semasa pada laman web Syarikat di <https://www.aig.my/notis-privasi> di mana satu salinan juga telah diberikan kepada anda. Jika anda mengemukakan maklumat berkaitan individu lain, anda juga dianggap untuk mewakili dan menjamin bahawa anda mempunyai kuasa untuk mengemukakan maklumat yang berhubungan dengan individu lain kepada Syarikat, bahawa anda telah memaklumkan kepada individu lain mengenai tujuan maklumat peribadinya boleh dikumpul, digunakan dan didedahkan serta pihak maklumat peribadinya boleh didedahkan oleh Syarikat, dan bahawa individu lain bersetuju dan membenarkan Syarikat mengumpul, menggunakan dan memproses maklumat peribadinya mengikut Notis Privasi Syarikat. Permohonan untuk akses, pembedahan atau menarik balik persetujuan untuk kegunaan maklumat peribadi anda boleh dibuat melalui surat: Customer Care, AIG Malaysia Insurance Berhad, Menara Worldwide 198, Jalan Bukit Bintang, 55100 Kuala Lumpur, telefon: 1800 88 8811, faks: 603 2685 4896 atau e-mel: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)

### IMPORTANT NOTICE

Please take note that a Product Disclosure Sheet is available in [www.aig.my](http://www.aig.my). The Product Disclosure Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service at **1800 88 8811** (Monday- Friday, 9am - 5pm).

### NOTIS PENTING

Sila ambil perhatian bahawa sesalanan Helaian Pendedahan Produk boleh didapati di [www.aig.my](http://www.aig.my). Helaian Pendedahan Produk mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Perkhidmatan Pelanggan kami di **1800 88 8811** (Isnin -Jumaat, 9pagi- 5petang)

Auto/31-12-2025/V2