



Policy Wording

Jaya Grocer Group Personal Accident Policy

AIG Malaysia Insurance Berhad

Jaya Grocer Group Personal Accident Policy

Schedule Of Benefits

Please refer to the Schedule of Benefits provided below for the Benefits and corresponding Compensation applicable to the Insured Person covered under this Policy. Individual Benefits under 'Part 3 - Benefits' should be referred to for full details of coverage.

Schedule of Benefits		
No	Benefits	Compensation (RM)
1	Accidental Death And Permanent Disablement	40,000
2	Burns (Third Degree)	40,000
3	Medical Expenses Due To An Injury	4,000

Part 1 – About This Policy

This Policy is issued to the Policyholder for the benefit of the Insured Person upon the terms and conditions set out within. This Policy, together with the Policy Schedule, Schedule of Benefits and any Endorsements together forms the basis of the contract between the Insured Person and the Insurance Company. The Insurance Company agrees to provide the Insured Person the insurance coverage as described in this Policy provided that the Premium has been paid when due and the Insurance Company agrees to accept it subject to the terms and conditions of this Policy.

The Insured Person is advised to read this Policy carefully together with the Schedule of Benefits to ensure that the Insured Person understands the terms and conditions and that the coverage meets the Insured Person's requirements. Please contact the Insurance Company if the Insured Person requires any further information after reading this Policy.

All terms and conditions of this Policy must be continuously satisfied by the Insured Person to be eligible for coverage under this Policy.

A copy of this Policy in Bahasa Malaysia will be made available on request. For all intents and purposes, if there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of the Policy, it is agreed that the English version prevails.

Ongoing Duty of Disclosure

A. Consumer Insurance Contract

Where the Policyholder and Insured Person(s) have applied for this insurance wholly for purposes unrelated to their trade, business or profession, the Policyholder and Insured Person(s) have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form or when they applied for this insurance i.e. the Policyholder and Insured Person(s) should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in the cancellation of the contract of insurance, refusal or reduction of claim(s), change of terms or termination of the contract of insurance in accordance with Schedule 9 of the Financial

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Services Act 2013. The Policyholder and Insured Person(s) are also required to disclose any other matters that they know to be relevant to the Insurance Company's decision in accepting the risks and determining the rates and terms to be applied. The Policyholder and Insured Person(s) also have a duty to inform the Insurance Company immediately if at any time after the contract of insurance has been entered into or varied with the Insurance Company, any of the information given in the Proposal Form or any other document related to this insurance is inaccurate or has changed.

B. Non-Consumer Insurance Contract

Where the Policyholder and Insured Person(s) have applied for this insurance for purposes related to their trade, business or profession, the Policyholder and Insured Person(s) have a duty to disclose any matter that they know to be relevant to the Insurance Company's 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 the cancellation of their contract of insurance, refusal or reduction of claim(s), change of term(s) or termination of the contract of insurance. The Policyholder and Insured Person(s) also have a duty to inform the Insurance Company immediately if at any time after the contract of insurance has been entered into or varied with the Insurance Company, any of the information given in the Proposal Form or any other document related to this insurance is inaccurate or has changed.

Part 2 – Eligibility

A. Coverage

For an Insured Person to be eligible for cover under this Policy, they must be a Delivery Partner as defined under this Policy.

B. Residency

To be eligible for cover under this Policy, the Delivery Partner must be residing in Malaysia and a:

1. Malaysian citizen;
2. Malaysian permanent resident; or
3. Holder of a valid employment pass (of which the place of employment must be in Malaysia during the Period of Insurance) or a dependent pass granted by the relevant Government authority.

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Part 3 – Benefits

Benefit 1: Accidental Death and Permanent Disablement

If an Insured Person sustains an Injury that directly results in one of the events listed in the Table of Events below, within 365 days from the date of Accident, the Insurance Company will pay the Compensation specified in the Schedule of Benefits subject to the applicable percentage as set out in the Table of Events.

Table of Events

Events	Injury resulting in:	Percentage of Compensation payable per Insured Person as specified in the Schedule of Benefits
1	Accidental Death	100%
2	Permanent Total Disablement	100%
3	Permanent Quadriplegia	100%
4	Permanent Paraplegia	100%
5	Permanent Total Loss of sight of both eyes	100%
6	Permanent Total Loss of sight of one eye	100%
7	Permanent Total Loss of two or more Limbs	100%
8	Permanent Total Loss of one Limb	100%
9	Permanent Total Loss of speech	75%
10	Permanent Total Loss of hearing in:	
	(a) Both ears	75%
	(b) One ear	15%
11	Permanent Total Loss of four Fingers and Thumb of either Hand	70%
12	Permanent Total Loss of four Fingers of either Hand	40%
13	Permanent Total Loss of one Thumb of either Hand:	
	(a) Both joints	30%
	(b) One joint	15%
14	Permanent Total Loss of any one Finger of either Hand:	
	(a) Three joints	10%
	(b) Two joints	7%
	(c) One joint	5%
15	Permanent Total Loss of Toes of either Foot:	
	(a) All Toes – one Foot	15%
	(b) Big Toe – both joints	5%
	(c) Big Toe – one joint	3%
	(d) Other than the Big Toe, each Toe	1%
16	Permanent disablement not otherwise provided for under Events 9 to 14 inclusive.	The Insurance Company will assess the percentage of the Compensation payable and shall have absolute discretion in determining such percentage, consistent with the Compensation provided under Events 10 to 15 inclusive. The maximum amount payable under Event 16 is 75% of the applicable Compensation as specified in the Schedule of Benefits.

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Exposure

If an Accidental death occurs within 365 days from the date of Accident as a direct result of unexpected exposure to natural elements following an Accident, the Insurance Company will pay the Sum Insured as specified in the Schedule of Benefits.

Disappearance

If the Insured Person's body has not been found within 365 days after the date of disappearance, sinking or wrecking of the vehicle either on the ground or at sea in which the Insured Person was travelling in at the time of the Accident, the Insurance Company will presume that the Insured Person died from this Accident. This is subject to a signed undertaking by the Insured Person's legal representative that if this presumption is subsequently found to be wrong, any payment made under this Policy will be refunded to the Insurance Company upon demand.

Specific Definitions Applicable To '1. Accidental Death And Permanent Disablement' Benefit

In addition to the definitions set out in the General Policy Definitions, the following specific definitions apply:

1. **Activities of Daily Living** means the following activities which an Insured Person can undertake on their own:
 - (a) **Washing** - the ability to wash oneself in the bath, or shower or wash by other means;
 - (b) **Dressing** - the ability for one to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances;
 - (c) **Feeding** - the ability to eat their food after its preparation and when being made available;
 - (d) **Toileting** - the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate;
 - (e) **Mobility** - the ability to move indoors from room to room on level surfaces; and
 - (f) **Transferring** - the ability to move from a bed to an upright chair or wheelchair, and vice versa.
2. **Big Toe** means the first digit of a Foot.
3. **Finger** means a digit of a Hand.
4. **Foot** means the entire foot below the ankle.
5. **Hand** means the entire hand below the wrist.
6. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
7. **Loss of Independent Existence** means the Permanent inability to perform at least 3 out of the 6 Activities of Daily Living.
8. **Paraplegia** means the entire paralysis of both legs and part or whole of the lower half of the body.
9. **Permanent** means lasting for at least 12 consecutive months and at the end of that time is certified by a Doctor as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.
10. **Thumb** means the first digit of a Hand.
11. **Toe** means a digit of the Foot.

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12. Total Disablement means:

- (a) in respect to an Insured Person who is gainfully employed, means resulting in a disablement which entirely prevents the Insured Person from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience; or
- (b) in respect to all other Insured Persons, means disablement that results in Loss of Independent Existence.

13. Total Loss means:

- (a) In the case of a Limb
 - (i) Permanent physical severance of the Limb; or
 - (ii) Permanent total and irrecoverable loss of use of the Limb.
- (b) In the case of a loss of Thumb, Finger or Toe
 - (i) Loss by Permanent physical severance of the entire Thumb, Finger or Toe; or
 - (ii) Permanent, total and irrecoverable loss of use of a complete Thumb, Finger or Toe.
- (c) In the case of loss of sight
 - (i) Permanent, total and irrecoverable physical loss of one or both eyes; or
 - (ii) Permanent, total and irrecoverable loss of the sight of one or both eyes.
- (d) In the case of loss of speech
Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- (e) In the case of loss of hearing
 - (iii) Permanent, total and irrecoverable loss of hearing resulting in inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.

14. Quadriplegia means the entire paralysis of both legs and both arms.

Specific Conditions Applicable To '1. Accidental Death And Permanent Disablement' Benefit

- 1. The Benefit is payable only once for the same part of the body. For an example, if an Insured Person sustains an Injury under Event 11 for their right Hand, the Insurance Company will not pay out under Events 12 to 14 for the same Injury.
- 2. The maximum Compensation payable under this Benefit in an Insured Person's lifetime regardless of the number of Events suffered, shall not exceed 100% of the Compensation specified in the Policy Schedule.
- 3. Any Compensation payable under this Benefit shall be reduced by any amount paid or payable under '2. Burns (Third Degree)' Benefit for the same Accident.
- 4. This Benefit is only payable if an incident report is made with the Policyholder and submitted to the Insurance Company confirming such accident occurred during the Period of Insurance.

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Benefit 2: Burns (Third Degree)

If an Insured Person sustains an Injury resulting in Major Burns, the Insurance Company will pay the Compensation as shown on the Schedule of Benefits.

Table of Benefits

Events – Major Burns resulting in:		Percentage of Compensation payable per Insured Person as specified in the Schedule of Benefits
1	At least 27% of body surface	100%
2	At least 18% and not more than 27% of body surface	80%
3	At least 9% and not more than 18% of body surface	40%
4	At least 4.5% of body surface	20%

Specific Definitions Applicable To '2. Burns (Third Degree)' Benefit

In addition to the definitions set out in the General Policy Definitions, the following specific definitions apply:

1. Major Burns means Third Degree Burns as diagnosed by a Doctor.
2. Third Degree Burns means full thickness burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), that can also affect deeper tissues, as diagnosed by a Doctor. These burns usually require surgery or skin grafting. An assessment of the percentage of body affected by these burns will be determined by a Doctor using the Rules of Nines System.
3. Rules of Nines System means the internationally accepted medical tool used by Doctors to assess the total body surface area that is burned based on assigning percentages to different body areas. Doctors can estimate the body surface area on an adult that has been burned by using multiples of 9. In relation to burns suffered by Children, Doctors can assess using either Rules of Nines System or 'rules of palm'.

Specific Conditions Applicable To '2. Burns (Third Degree)' Benefit

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

1. An assessment of the percentage of body affected by burns will be determined by a Doctor using the Rules of Nines System. This must be done within 14 Days from the date of the Accident.
2. The maximum Compensation payable under this Benefit in an Insured Person's lifetime, regardless of the number of Events suffered, is 100%.
3. In the event the Insured Person suffers Accidental death or Permanent Disablement as provided under Benefit '1. Accidental Death And Permanent Disablement' in respect of the same Accident within 365 Days from the date of Accident, any Compensation payable under this Benefit shall be reduced from any amount paid or payable under '1. Accidental Death And Permanent Disablement'.

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4. This Benefit is only payable if an incident report is made with the Policyholder and submitted to the Insurance Company confirming such accident occurred during the Period of Insurance.

Specific Exclusions Applicable To '2. Burns (Third Degree)' Benefit

In addition to the exclusions set out in the General Policy Exclusions, this Policy will not pay any claim in connection with:

1. Any first-degree or second-degree burns, sunburn, in-door tanning, cosmetic tanning or burns resulting from any aesthetic or surgical procedure.

Benefit 3: Medical Expenses Due to An Injury

If an Insured Person sustains an Injury, the Insurance Company will reimburse the Medical Expenses incurred to treat the Injury sustained by the Insured Person within 365 days from the date of Accident, up to the maximum Compensation payable for any one Accident as specified in the Schedule of Benefits.

Specific Definitions Applicable To '3. Medical Expenses Due to An Injury' Benefit

In addition to the definitions set out in the General Policy Definitions, the following specific definitions apply:

Medical Expenses for the purpose of this Benefit means any actual, reasonable and necessary expenses incurred for Hospitalisation, medical treatment or supplies, medical services, which are Medically Necessary to treat the Insured Person as prescribed by a Doctor and which do not exceed the usual level of charges for similar treatment for the same Injury, supplies or medical services in the locality where the expenses are incurred and does not include charges that would not have been made if no insurance existed. It includes treatment by a physiotherapist provided with referral by the attending Doctor but does not include costs incurred for treatments provided by alternative and traditional medical practitioners, traditional Chinese medicine practitioner or chiropractor.

Specific Conditions Applicable To '3. Medical Expenses Due to An Injury' Benefit

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

1. The Benefit is payable only after Medical Expenses' supporting documents, including attending Doctor's reports and referral letters (where applicable), are provided to the Insurance Company along with original Medical Expenses bills and receipts.
2. If the Insured Person is entitled to a refund of all or part of the Medical Expenses stated in this Benefit from any other source, the Insurance Company will only pay the amount incurred over and above the refunded amount up to the maximum Compensation as specified on the Schedule of Benefits.
3. Any Hospitalisation accommodation for the Insured Person is restricted up to the cost of a single standard private room.

Specific Exclusions Applicable To '3. Medical Expenses Due to An Injury' Benefit

In addition to the exclusions set out in the General Policy Exclusions, this Policy will not pay any claim in connection with:

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1. Any medical transportation services.
2. Any Medical Expenses involving:
 - a. a routine health check;
 - b. diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health;
 - c. any treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not Medically Necessary; or
 - d. dental or oral care.
3. Any additional cost of single or private room accommodation at a Hospital for any person besides the Insured Person, or any charges in respect of special or private nursing, non-medical personal services such as radio, telephone and the like.

Part 4 – General Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using capital letters. Where appropriate, words mentioned in the plural shall also have their singular meaning and vice versa. The following definitions are applicable to this Policy as a whole.

The following definitions apply to all sections of this Policy where applicable:

1. **Accident or Accidental** means a sudden, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the Period of Insurance.
2. **Aggregate /Conveyance Limit** means the maximum amount that is payable for all Insured Persons under the “Accidental Death” Benefit arising from the same Accident. If the total loss amount is in excess of this limit payment will be made proportionately to the Sum Insured for each Insured Person.
3. **Benefit** means the benefits listed in the Schedule of Benefits and which are subject to the terms and conditions as stated under this Policy.
4. **Child(ren)** means the Insured Person’s biological, step or legally adopted child(ren).
5. **Chronic Condition** means a condition that is expected to persist for the remainder of the Insured Person’s natural life.
6. **Claimant** means the Insured Person or their legal representative, as applicable, making a claim against this Policy.
7. **Compensation** means the maximum amount payable for a Benefit as specified in the Schedule of Benefits.
8. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorized by the medical licensing authority in Malaysia or in the country which treatment is being sought, to provide medical or surgical service within the scope of their license, specialized accreditation and training. The doctor cannot be the Insured Person, the Insured Person’s business partner or agent, Insured Person’s employer or employee or an Immediate Family Member.
9. **Delivery Partner(s)** means a registered delivery partner who has been assigned by the Policyholder for the delivery of specific goods to and from Designated Locations of the Policyholder and whose name is stated in the Delivery Form.

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10. **Delivery Form** means the form filled by the Policyholder which includes the delivery date, Delivery Partner name, vehicle number, order details, time of delivery along with the destination as per Designated Locations and receiver information stamped on the form.
11. **Designated Locations:**
- a. Lot No. Supermarket - Austin International Convention Center, No 71, Jalan Austin Heights 8/1, Taman Mount Austin, 81100 Johor Bahru
 - b. #01-122, Mercu 1, Jalan Tanjung Puteri, R&F Tanjung Puteri, 80300 Johor Bahru, Johor Darul Takzim
 - c. No. C0110, Block C, Eco Galleria, Jalan Eko Botani 3, 79100, Iskandar Puteri Johor Bahru
 - d. G-12, Heb Citrine, Persiaran Medini 3, Bandar Medini Iskandar, 79250 Iskandar Puteri, Johor.
12. **Endorsement** means a written notice stating an amendment, deletion or addition made to this Policy.
13. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons:
- (a) with organized facilities for diagnosis and surgery (including operating theatres) in the same premises;
 - (b) with 24 hours daily nursing service by registered graduate nurses;
 - (c) operated under the supervision of Doctor(s); and
 - (d) which is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.
14. **Hospitalisation/Hospitalised** means the admission of the Insured Person to a Hospital as an In-patient. For the avoidance of doubt, Hospitalisation shall be evidenced by daily boarding charges imposed by a Hospital.
15. **Immediate Family Member** means the Insured Person's Spouse, parent, parent-in-law, grandparent, Child(ren), son-in-law, daughter-in-law, brother or sister, step-parent, grandchild.
16. **Infectious Diseases** means health disorders or infections caused by pathogenic microorganisms, such as bacteria, viruses, fungi or parasites. Infectious diseases can be passed from person to person, can be transmitted by insects or other animals or by consuming contaminated food or water or while being exposed to organisms in the environment.
17. **In-patient** means the Insured Person is confined in a Hospital for a continuous period as a registered patient for Medically Necessary treatments for at least 24 consecutive hours and such confinement is certified as necessary by the attending Doctor.
18. **Injury** means an identifiable physical injury which is sustained by the Insured Person during the Period of Insurance and is caused by an Accident solely and independently of any other causes including any Sickness, pre-existing or congenital condition. Injury includes:
- (a) Accidental drowning;
 - (b) Accidental suffocation or inhalation of smoke, poisonous fumes or gases. This does not extend to include air pollution or atmospheric phenomenon including but not limited to haze, smog, and the like. General Exclusion 13 continues to apply.
 - (c) Any Injury directly resulting from animal or insect bites. This excludes any claims in connection with any Infectious Diseases.
19. **Insurance Company** means AIG Malaysia Insurance Berhad (200701037463).
20. **Insured Person** means the Delivery Partner who has been declared for cover under this Policy by the Policyholder to the Insurance Company.

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21. **Medically Necessary** means a medical service provided on a Doctor's recommendation/advice which is:
- (a) consistent with the diagnosis and customary medical treatment for a covered Injury; and
 - (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits; and
 - (c) not for the convenience of the Insured Person or Doctor and unable to be reasonably rendered out of Hospital (if admitted as an In-patient); and
 - (d) not of an experimental, investigational, research, preventive or screening in nature; and
 - (e) for which charges are fair and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Injury in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the Insured Person's Injury.
22. **Ombudsman for Financial Services (OFS)** refers to an independent body that provides a free and efficient avenue to help resolve financial disputes between the Policyholder/ Insured Person and the Insurance Company under this Policy as an alternative to the Malaysian courts.
23. **Period of Insurance** means the period of time between the effective date and the expiry date of this group Policy as shown in the Policy Schedule.
- During the Period of Insurance, all covers shall commence and cease as follows:
Cover starts from the time the Delivery Partner starts the delivery from the Designated Location until the time the delivery is complete as recorded on the Delivery Form.
24. **Policy** refers to this insurance contract which consists of the policy wording, Schedule of Benefits and any other documents the Insurance Company may issue to the Insured Person that will form part of this Policy.
25. **Policyholder** means the company named as policyholder in the Policy Schedule, who is responsible for premium payments.
26. **Policy Schedule** means the document issued together with this Policy detailing the particulars of the Policyholder, Insured Person(s), period of this Policy and Benefits under this Policy.
27. **Policy Effective Date** refers to the later of:
- a. the Policy start date as specified on the first Policy Schedule issued to the Policyholder,
 - b. the first date the Insured Person was covered under this Policy, or
 - c. the effective date any additional cover or increased Sum Insured is granted to the Insured Person while they are covered under this Policy, only in respect to the additional cover or increased Sum Insured.
28. **Pre-Existing Condition** is any injury, sickness or other conditions:
- (a) for which Insured Person has sought or received treatment, medication, advice or diagnosis before the Policy Effective Date;
 - (b) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the Policy Effective Date which would have caused a reasonable person to seek diagnosis, care or treatment; or
 - (c) which is a Chronic Condition or cancer diagnosed before the Policy Effective Date.
29. **Premium** means the amount as shown on the Policy Schedule that is payable in respect of the Policy by the Insured Person.
30. **Schedule of Benefits** means the table containing the applicable Benefits and their corresponding Compensation.

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31. **Sickness** means an illness, disease or other physical conditions characterized by a pathological deviation from the normal healthy state. For the avoidance of doubt, Sickness includes but is not limited to Infectious Disease, heatstroke, decompression sickness, hypothermia and mountain sickness.
32. **Spouse** means the husband or wife who is legally married to the Insured Person.
33. **War** means declared or undeclared hostile action between two or more nations or states.

Part 5 – General Policy Exclusions

The following exclusions apply to all parts of this Policy. Where there is conflict between specific exclusions under the Benefit sections and General Policy Exclusions, the specific exclusion will prevail. The Insurance Company shall not pay under this Policy for any claim arising from, resulting in or in connection with:

1. Any Sickness.
2. Any injury or loss sustained by an Insured Person outside of the period during which cover is provided under the Period of Insurance.
3. The Insured Person's:
 - (a) Pre-Existing Condition or any complication arising from it;
 - (b) failure to follow medical advice given by a Doctor;
 - (c) pregnancy, miscarriage, abortion, childbirth, sterilization, contraception as well as treatment for infertility or birth control treatments or any complications;
 - (d) congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
 - (e) mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance disorder, anxiety, stress or depression.
4. Any sexually transmitted diseases, 'Acquired Immunodeficiency Syndrome' (AIDS), AIDS-related complex or, any infection by 'Human Immunodeficiency Virus' (HIV) or any type of venereal disease.
5. Any Injury arising directly or indirectly due to osteoporosis.
6. Any expenses incurred for:
 - (a) any routine health checks;
 - (b) any diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health; or
 - (c) any treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not Medically Necessary.
7. The Insured Person's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.
8. The Insured Person committing or attempting to commit any criminal or illegal act (including traffic offences).
9. Any act of War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or usurpation of power.
10. Any engagement or participation by the Insured Person or Policyholder in a strike, riot or civil commotion.
11. Any payment which would violate a government prohibition, regulation or law.

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12. Any deliberate provocation of the Insured Person against another person that results in an Injury.
13. The Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
14. Cosmetic, plastic surgery or elective surgery or treatment.
15. Nuclear, biological or chemical incidents outlined below:
 - (a) Any Nuclear explosion including all effects thereof or radioactive contamination caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel;
 - (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof; or
 - (c) a terrorist, criminal or other malicious entity's dispersal or application of pathogenic or poisonous biological or chemical materials or the release of pathogenic or poisonous biological or chemical materials.
16. Any loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, Syria, North Korea, the Crimea region or Donetsk People's Republic (DNR) and the Luhansk People's Republic (LNR) regions of Ukraine.

Part 6 – General Policy Conditions

1. Condition Precedent to Liability

The Insured Person must follow the terms, provisions and conditions of this Policy in order to qualify for any payment under this Policy. The Insured Person's failure to do so will invalidate all claims made under this Policy.

2. Cover Selection

This Policy provides the Insured Person with cover for Benefits as set out in this Policy.

3. Reasonable Care

The Insured Person must take all reasonable steps to prevent and mitigate any accident or loss.

4. Governing Law Jurisdiction

This Policy and all rights, obligations and liabilities arising under this Policy shall be construed, determined and enforced in accordance with the laws of Malaysia.

5. Dispute Resolution

Any dispute or difference which may arise between the Insured Person and the Insurance Company on any matters relating to this Policy involving amounts exceeding RM250,000 shall be referred to the Malaysian courts. Any dispute or difference where the disputed amount is less than or equal to RM250,000, the Policyholder/Insured Person may refer the matter to the Ombudsman for Financial Services to resolve the dispute. All disputes or differences which may arise between the Policyholder/Insured Person and the Insurance Company must be referred to the Malaysian courts and / or the Ombudsman for Financial Services within a reasonable time from the date the decision of the claim is communicated to the Policyholder/Insured Person.

6. Geographical Limits & Territorial Limits

This Policy covers the Insured Person in Malaysia during the Period of Insurance, unless otherwise stated or endorsed under this Policy.

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7. Service Tax

The amount of Premium payable for this Policy includes an amount on account of the service tax payable by the Insured Person. Service tax refers to any service tax, value added tax, goods and services tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever by whatever name known, which may from time to time be imposed or charged (including any increase or decrease to the rate) by any competent tax authority.

8. Duplication of Cover

No person shall be insured under more than one Policy issued by the Insurance Company under this product. In the event the person is insured under more than one such Policy, the Insurance Company shall consider that person to be insured under the Policy with the highest Compensation or, where the Compensation under each Policy is identical, under the Policy that was first issued. The Insurance Company shall refund any duplicated Premium payment which may have been made by or on behalf of that Insured Person.

9. Offset Clause

If the Insured Person is entitled to receive a reimbursement of all or part of claimed expenses from any other source for any of the Benefits in this Policy, the Insurance Company will only be liable for the excess of the amount recoverable from such other source or insurance, up to the maximum Compensation specified in the Schedule of Benefits. This condition is only applicable to Benefits whereby payment is on a reimbursement basis.

10. Limitation of Time for Bringing Suit

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 90 days from the date the Insurance Company receives complete documents on the claim filed in accordance with the requirements of this Policy.

11. Premium

This condition applies as each and every Premium payment becomes due and cannot be disregarded by the Policyholder because the Insurance Company has previously accepted a Premium payment for their insurance cover.

(a) Premium Payment Warranty

It is a fundamental and absolute condition of this Policy that the premium due must be paid and received by the Insurance Company within sixty (60) days from the Policy Start Date of this Policy/Endorsement/renewal. If this condition is not complied with then this Policy is automatically cancelled, and the Insurance Company shall be entitled to the pro-rata premium for the period the Insurance Company have been on risk. Where the premium payable pursuant to this warranty is received by an authorised intermediary of the Insurance Company, the payment shall be deemed to be received by the Insurance Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurance Company.

(b) Failure of Premium payment

The Insurance Company will cancel this Policy if the Premium payment is not made in the time and manner required by the Insurance Company. The Insurance Company will provide cover under this Policy for the period for which Premium had been received and this Policy shall terminate upon the expiry of such period. No Benefits will be payable for any claim that occurs during a period for which Premium was not received.

(c) Changes to Premium Payable

- (i) The Insurance Company may vary Premium payments for the Policy due to underwriting reasons. In such instance the Insurance Company will notify the Policyholder of such premium variation in writing at least 30 days before the change is to take place and also update the Policy of the new Premium amount payable to maintain the Policy.

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- (ii) If the changes to the Premium made by the Insurance Company are acceptable, the Policyholder may choose to continue with the Policy at the new Premium amount applicable.
- (iii) A shorter notice period and effective date may apply if a Premium variation is required due to tax or other imposts levied by any Government, regulatory or any other sanctioned authority in connection with this Policy.
- (iv) No coverage will be provided if Premium payable in respect of this Policy is not paid by or on behalf of the Insured Person.

12. Misstatement of Age

If at the correct age the Insured Person would not have been eligible for cover under this Policy, no Benefit shall be payable, and the Insurance Company's liability shall be limited to the refund of the Premium paid without interest.

If at the time of claim, it is noted that the Insured Person has misstated their age and due to which a lower Compensation is applicable, the Insurance Company will determine at its sole discretion to either continue to cover the Insured Person on the applicable terms and conditions or terminate this Policy.

13. Misrepresentation or Fraud

Any fraud, deliberate dishonesty or deliberate hiding of any information connected with the application for this Policy, for ongoing/subsequent disclosures or in connection with a claim made, will make this Policy invalid. In this event, the Insurance Company will not refund any premiums paid and the Insurance Company will not consider making payments for any claims submitted to the Insurance Company. The Insurance Company will report the matter to the Police if deemed necessary. The Insurance Company also reserves the right to recover any amount paid to the Insured Person in respect to any fraudulent claims submitted.

14. Policy Changes

Changes of the terms or conditions by the Insurance Company

The Insurance Company reserves the right to change the terms or conditions of this Policy by giving the Policyholder:

- (a) 30 days' written notice of such change if it is due to underwriting reasons,
- (b) 7 days' written notice of such change if due to an infectious disease outbreak, or
- (c) Immediate written notice of such change if it is due to any Government or statutory declaration which impacts this Policy.

Important notes:

- (a) If the changes in terms or conditions by the Insurance Company are acceptable to the Policyholder, then this Policy will continue. If the changes are not acceptable, the Policyholder may cancel this Policy under 'Cancellation'.
- (b) No alteration to this Policy shall be valid unless approved in writing by the Insurance Company's authorized representative and reflected in an Endorsement.
- (c) No agent or advisor has the authority to amend or waive any of the terms and conditions of this Policy.

15. Personal Data Use

The Insured Person is deemed to have read, understood, and consented to the collection and subsequent processing of their personal information by the Insurance Company (whether obtained during the application process or administration of this Policy) in accordance with, the Insurance Company's Privacy Notice as from time to time published on the website at <https://www.aig.my/privacy-notice>.

If the Insured Person submits information relating to other individuals, the Insured Person further represents and warrants that they have the authority to provide information relating to the other individuals to the Insurance Company, that the Insured Person has 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

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Insurance Company, and that the other individuals agree and consent that the Insurance Company may collect, use and process his/her personal information in accordance with the Privacy Notice. The Insured Person reserves the right to obtain access, request correction or withdraw their consent to the use of any of their personal information held by AIG Malaysia. Such request can be made by writing to the Insurance Company at:

AIG Malaysia Insurance Berhad
Attn: Customer Care Department
P O Box 11768,
50756 Kuala Lumpur.

Email: AIGMYCare@aig.com
Phone: 1800-88-8811 / 603 2118 0188
Fax: 603-21180288

16. Currency

- (a) Premium: All Premiums must be paid in Malaysian Ringgit.
- (b) Claims: All payments will be made in Malaysian Ringgit. Settlement in foreign currencies or to an overseas bank account will only be made if the Insured Person is not in Malaysia at the time of payment. The rate of exchange will be based on the prevailing exchange rate on the date of claim settlement as determined by Bank Negara Malaysia. The Insured Person will bear all the applicable administration and costs of conversion or transfers.

17. Contract Rights of 3rd Parties

A person or any entity who is not a party to this Policy shall have no right to enforce any terms or conditions of this Policy.

18. Discharge of Liability:

The Insurance Company shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with the Policy and the receipt of the Policyholder or Insured Person for any Sum Insured payable herein shall in all cases be effectual discharge of liability of the Insurance Company.

19. To Whom Indemnity Is Payable:

All indemnities of this Policy are payable to the Insured Person. The process of claim including settlement will be handled directly between the Insurance Company and the Insured Person whose sole discharge will constitute full and final discharge of the claim lodged.

20. Rights of Ownership

The Policyholder shall have the right to exercise every option, benefit or privilege conferred by the provisions of the Policy. Every transaction relating to the Policy shall be between the Insurance Company and the Policyholder and shall be valid without notice to or with the consent of the Insured Person.

21. Portfolio Withdrawal Condition:

The Insurance Company reserves the right to cancel the portfolio as a whole if the Insurance Company decides to discontinue underwriting this product. Cancellation of the portfolio as a whole shall be given by 30 days written notice to the Policyholder and the Insurance Company will run off all the policies to expiry of the Period of Insurance within the portfolio.

22. Policy Renewal:

This Policy may be renewed with the consent of the Insurance Company from term to term provided payment of the agreed premium is made to the Insurance Company prior to the expiry of this Policy, as provided in the "Premium Payment Warranty" clause.

The Insurance Company reserves the right to decline the renewal, or amend premium rates, benefits and terms and conditions of this Policy at the end of any Period of Insurance.

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The Policy is automatically cancelled if premium is not paid by the Policyholder within the period stated in the "Premium Payment Warranty" clause.

23. Nomination

All benefits payable due to Accidental death of the Insured Person is payable to the nominee(s) elected by the Insured Person and in the event of failure of the Insured Person to nominate a nominee, to the Insured Person's estate. Compensation for all other benefits will be paid to the Insured Person. The process of claim including settlement will be handled directly between the Insurance Company and the Insured Person whose sole discharge will constitute full and final discharge of the claim lodged. The original physical nomination form is a mandatory document required in the event of a claim. In the absence of the form the Insurance Company will be guided by Paragraph 8 and Paragraph 9 of Schedule 10 of the Financial Services Act 2013 when paying policy monies upon death of a Insured Person.

The Insured Person is encouraged to appoint a nominee to expedite processing of policy payments with minimal administrative documents. This nomination form is available for download at <https://www.aig.my/content/dam/aig/apac/malaysia/documents/others/beneficiary-nomination-form.pdf> and the original executed form should be submitted to the Insurance Company at the address provided below or to insurance agent (if applicable).

AIG Malaysia Insurance Berhad
P O Box 11768,
50756 Kuala Lumpur

24. Rights of Assignment

The Insured Person cannot assign or transfer the rights under this Policy to another person or entity.

25. Sanction

The Insurance Company shall not be deemed to provide cover and 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 the Insurance Company, the Insurance Company's parent company or its 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.

26. Financial Services Act 2013

The Policy is issued in Malaysia and is subject to the Financial Services Act 2013 and all rules, regulations, subsidiary legislation and government orders enacted thereunder.

Part 7 – Cancellation

1. The Insurance Company can cancel this Policy:
 - (a) by giving 14 days' prior written notice to the Policyholder's last known address or via email.
 - (b) by giving 7 days' prior written notice to the Policyholder in the event of War in Malaysia.
2. The Policyholder can cancel this Policy by giving 14 days' prior written notice to the Insurance Company or via email at the address set out in Part 10 of this Policy. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier.

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Unless otherwise advised by the Insurance Company and the Policyholder agrees, upon cancellation under 1 (a) and 2 the Insurance Company will continue to provide cover without prejudice to the Insured Person who have opted for this Policy up to the cancellation date of the Policy and for which Premium has been received. This Policy shall terminate upon the expiry of such period.

Part 8 – Automatic Termination of Policy

All cover under this Policy will automatically terminate for the Insured Person when:

- (a) this Policy is cancelled for reasons stated under section 'Cancellation';
- (b) the Policyholder requests that an Insured Person be removed from this Policy;
- (c) Insured Person's dies from any cause;
- (d) no Premium is paid by or on behalf of the Insured Person in respect of this Policy;
- (e) the Insured Person is paid the maximum Sum Insured for certain Benefits where such termination of the Policy is specified under the Specific Conditions of that Benefit;
- (f) the Insured Person ceases to satisfy any of the eligibility requirements as stated under Part 2 - Eligibility;
- (g) any fraud or misrepresentation to the Insurance Company is discovered as mentioned under Part 6 – General Policy Conditions, Condition 13: Misrepresentation or Fraud.

Part 9 – Claims Procedures

1. Steps to Make a Claim

- a) Step 1: The Policyholder or Insured Person must notify the Insurance Company immediately after the event which could give rise to a claim under 'Claim Notification'.
 - (i) Call the Insurance Company at 1800 88 8811; or
 - (ii) Complete the [Personal Accident Claims Form](#) and email it to MYPAClaims@aig.com.
- b) Step 2: The Policyholder or Insured Person must prepare the relevant basic supporting documents according to the nature of claim as specified in the claim form.
- c) Step 3: The Policyholder or Insured Person must submit the claims evidence to the Insurance Company within 30 days after the event which could give rise to a claim under 'Claims Evidence/ Information' to MYPAClaims@aig.com

The Insurance Company may request for additional documents depending on nature and circumstances of the claim in which case the Insurance Company will contact the Claimant.

2. Compliance

The Insurance Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow a Doctor's advice and use such appliances or remedies as may be prescribed in the event of an Injury when claiming Compensation.

3. Claim Notification

- a) The Insurance Company must be notified as soon as it is reasonably practical and in any event within 30 days after the date of the Accident which leads to a claim.

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- b) Failure to comply with a) above may result in the Insurance Company's rejection of all or part of the claim. Reasons include, but are not limited to, if it is made so long after the event that the Insurance Company is unable to investigate it fully, or may result in the Insured Person not receiving the full amount claimed if the amount payable changes as a result of the delay.

4. Burden of Proof

If the Insurance Company alleges that by reason of any of the exclusions listed, an event is not covered by this Policy, the burden of proving the contrary shall be on the Claimant.

5. Claims Evidence / Information

- a) The Insurance Company must be provided with all reasonable and necessary evidence required by the Insurance Company to support a claim within 30 days after the date of Accident which leads to a claim. Information provided to the Insurance Company to support a claim includes but is not limited to original reports, invoices and receipts, medical certificates and other documents (such as translation of a foreign-language document into the English language), confirmed by oath if necessary. If the information supplied is insufficient, the Insurance Company will confirm the additional information required.
- b) If the Insurance Company does not receive the information it requires within the time period advised, the Insurance Company may reject the claim or withhold payment until the information it requires has been received.
- c) Where medical certificates or reports are required, the Insurance Company will only accept original medical certificates or reports issued by a Doctor. For the avoidance of doubt, medical certificates or reports issued by other practitioners, including but not limited to Chinese physician, will not be accepted.
- d) The Insurance Company may refuse to refund any expense for which the Claimant cannot provide original receipts or invoices.
- e) The Insurance Company may require the Insured Person to undergo a medical examination by a Doctor appointed by the Insurance Company before the initial or additional Compensation can be paid.
- f) The Insurance Company may at their expense arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

6. Settlement of Claim

- a) Compensation will be paid in accordance to the Policy terms and conditions. It can only be made once the Insurance Company has received the information it requires to investigate and verify the claim (including information supplied) and it is satisfied that the claim falls within the Policy. Compensation will generally be paid immediately unless the claim is for any periodic payment which will be paid according to the terms set out in the Policy.
- b) The Compensation for each Benefit is payable as specified on the Schedule of Benefits. Any Compensation that the Insurance Company makes under this Policy will not exceed the limit specified in the Schedule of Benefits for the claim event. Compensation under each Benefit is included only for the events specified in the Schedule of Benefits.
- c) Payments or reimbursements will be made at the Insurance Company's sole discretion to the Claimant.
- d) In the course of the Insurance Company's claims process, the Claimant is to render full cooperation to the Insurance

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Company and to its appointed service providers, vendors and experts, including providing face to face interviews, if and when required.

7. Subrogation

In the event that a third party is held liable for all or part of any claim paid under this Policy, the Insurance Company may exercise its legal right to pursue the third party to recover its outlay. The Claimant or their legal representative, upon the Insurance Company's request, will agree to and permit the Insurance Company to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. The Insurance Company will pay the costs and expenses involved in exercising its right against the third party.

8. Rights to Recovery

If the Insurance Company makes a payment and subsequently is made aware that the claim is not payable, the Insurance Company has the right to recover the amount paid from the Insured Person.

Part 10 – Complaints Procedures

1. If there is any occasion when the Insurance Company's service does not meet the Insured Person's expectations, the Insured Person may contact the Insurance Company using the appropriate contact details below, providing the Policy/Claim Number and the name of the Insured Person to help the Insurance Company deal with Insured Person's comments quickly.

AIG Malaysia Insurance Berhad,
Complaint Handling Unit
P O Box 11768
50756 Kuala Lumpur

Phone: 1 800 88 8811 / 603 2118 0188
Fax: 603 2118 0288
Email: AIGMYComplain@aig.com

2. Any Insured Person who is not satisfied with the decision of the Insurance Company may refer to the Ombudsman for Financial Services (OFS) giving details of the dispute, the name of the insurance company and the policy number. The contact details of the OFS are as follows:

Ombudsman for Financial Services
Level 14, Main Block
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

Phone: 603-2272 2811
Fax: 603-2272 1577

3. Any Insured Person who is not satisfied with the conduct of the Insurance Company may write to BNMLINK giving details of the complaint, the name of the insurance company and the policy number or the claim number. The contact details of BNMLINK are as follows:

Bank Negara Malaysia

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Laman Informasi Nasihat dan Khidmat (BNMLINK)
P O Box 10922,
50929 Kuala Lumpur

Phone: 1-300-88-5465 (1300-88-LINK) / 03- 2174 1717 (Overseas)
Fax: 603-2174 1515

Physical Visits: BNMLINK will receive visitors by appointment only. You may request for an appointment through their website or telephone.



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Contact

AIG Malaysia Insurance Berhad
P.O Box 11768,
50756, Kuala Lumpur, Malaysia

Email: AIGMYCare@aig.com
Phone: 1800-88-8811 / 603 2118
0188
Fax: 603-21180288