

ECART SERVICES MALAYSIA SDN BHD (LAZADA MALAYSIA)

AIG ACTIVE LIFESTYLE CARE - PERSONAL ACCIDENT PRODUCT

MASTER POLICY



SCHEDULE OF BENEFITS

BENEFIT	SUM INSURED (in RM)
1. Accidental Death	RM5,000
2. In-patient Medical Expenses Reimbursement	RM2,000
3. Rehabilitation	RM1,000
4. ATAP Hospital Recommendation Assistance	Included

Issued by AIG Malaysia



PART 1 – THE CONTRACT

This Master Policy **O285801072**, together with the **certificate of insurance** and any endorsements are evidence of the contract between **you**, the **policyholder** and **us**. We agree to provide **you** the insurance cover described in this policy provided that **you** pay the premium due and we agree to accept it subject to the terms and conditions of this policy.

PART 2 - DEFINITION

The following words and phrases shown in bold, when used anywhere within this policy, have specific meanings and are explained below.

Accident/Accidental

shall mean a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of **injury**.

AIDS

shall mean Acquired Immune Deficiency Syndrome or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this policy, the definition of **AIDS** shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in **our** opinion, either the presence of HIV or antibodies to such a virus).

AIG Travel Asia Pacific/ATAP

is our business partner that provides twenty-four (24) hour worldwide emergency assistance.

Certificate of Insurance

shall mean a certificate which is issued by **us** to **you** after payment of the applicable premium has been made and received by **us**.

Common Carrier

shall mean any commercial road, rail, sea or air conveyance by an operator licensed by the government authority having jurisdiction for scheduled transportation of individuals who travel as fare paying passengers and which have fixed and established routes only and is arranged by the policyholder. It does not include taxis, helicopters, limousine services and chartered flights.

Child/Children

shall mean your child including stepchildren and those legally adopted.

Competent Age

shall mean the age of eligibility for **you** to qualify for cover under this policy and ranges from the age of 18 to 60 years and may be increased at **our** sole discretion up to the age of 65 years.

Doctor

shall mean a medical practitioner who is currently registered, licensed and qualified to practice contemporary western medicine within the scope of expertise in the geographical area and jurisdiction where medical services are provided and is certified by the appropriate health authorities in an area of medical specialty, provided that such medical practitioner: (a) is not **you**, **your** business partner or **our** agent; and

(b) is not related to you and/or your immediate family members.

Effective Date

shall mean the date from which the insurance coverage under this policy starts as shown in the certificate of insurance.

Hospital

shall mean an establishment duly constituted, registered and operating as a facility for the care and treatment of sick and injured persons as paying bed patients and which:

- (a) has full facilities for diagnosis and major surgery;
- (b) provides 24 hours a day nursing services by registered graduate nurses;
- (c) is supervised by a staff of doctors; and

(d) is not primarily a clinic, a place for the treatment of alcoholism or drug addiction, nursing, rest or convalescent home, or home for the aged or an institution for mental or behavioral disorder.

Illness

shall mean a physical condition marked by a pathological deviation from the normal healthy state.

Immediate Family Members

shall refer to the **spouse, child, parent** and their siblings, parent-in-law, grandparent, grandchild, sibling, sibling-in-law, AIG ACTIVE LIFESTYLE CARE - PERSONAL ACCIDENT PRODUCT (LAZADA) – 1st March 2024 3 © AIG- All rights reserved



niece or nephew.

Injury

shall mean bodily injury caused solely and directly by an accident and does not result from an illness.

Medically Necessary

shall mean a medical service provided by a doctor which is:

- (a) consistent with the diagnosis and is a customary medical treatment for the covered injury;
- (b) in accordance with standards of good medical practice, consistent with current standards of professional medical care and of proven medical benefits;
- (c) not for the convenience of **you** or the **doctor** and unable to be rendered out of a **hospital** (if admitted as an inpatient);
- (d) not of experimental, investigational, research, preventive or screening in nature; and
- (e) for which charges are reasonable, customary 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 your injury.

Parent

shall mean your legal parent (whether biological, step or adopted).

Period of Insurance

shall mean the duration of insurance coverage as stated in the certificate of insurance.

Pre-Existing Conditions

shall mean any pre-existing physical or congenital condition that existed before the **Effective Date** of this policy and for which **you** are receiving treatment or have shown manifestations/symptoms irrespective of whether **you** are aware or should have reasonably been aware.

Policyholder

shall mean Ecart Services Malaysia Sdn Bhd.

Schedule of Benefits

shall mean the benefits made available under this insurance coverage.

Spouse

shall mean a person who is legally married to you.

Surgery

shall mean any of the following medical procedures:

- (a) to incise, excise or electro cauterize any organ or body part, except for dental services;
- (b) to repair, revise, or reconstruct any organ or body part;
- (c) to reduce by manipulating a fracture or dislocation; or
- (d) use of endoscope to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

Terrorist

shall mean any person, who commits, or attempts to commit, a **terrorist act** or who participates in or facilitates the commission of a **terrorist act** and/or is verified or recognised or designated by any government or authority as a terrorist.

Terrorist act

Shall means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **terrorist acts**. **Terrorist act** shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.

You/Your

shall mean the person of **competent age** as described in the **certificate of insurance** to whom this policy has been issued to and of which the applicable premium has been paid.

You must be either a Malaysian citizen or Malaysian permanent resident.

We/us/our

shall mean AIG Malaysia Insurance Berhad (200701037463). AIG ACTIVE LIFESTYLE CARE - PERSONAL ACCIDENT PRODUCT (LAZADA) – 1st March 2024 © AIG- All rights reserved



PART 3 – BENEFITS

We will pay for the benefits described below for a loss occurring during the **period of insurance**. We will pay up to the limits stated in the **schedule of benefits**.

1. Accidental death

If **you** are involved in an **accident** and as a result die within 1 year from the date of the **accident**, we will pay the sum insured as stated in the **schedule of benefits**. Payment of the accidental death benefit shall forthwith terminate **your** coverage under this policy.

Disappearance:

You will be deemed dead for purposes of this policy if your body is not found for more than 1 year as a result of disappearance, sinking or wreckage of the **common carrier** in which you were a fare-paying passenger and onboard at the time of an **accident**.

Any payment made for disappearance will be collected back by us from you, if we are made aware that you are alive.

2. In-patient Medical Expenses Reimbursement

If you sustain an **injury**, which requires admission to a **hospital** as a registered in-patient for a minimum period of more than 24 consecutive hours upon the recommendation of a **doctor**, we will reimburse the **medically necessary** expenses incurred within 1 year from the **date** of the **accident** as a result of such **injury**.

Medically necessary expenses shall include the cost incurred for **hospital** accommodation and meals, in-patient nursing care, medicine, **hospital** supplies, laboratory examinations and tests, physiotherapy, **surgery**, anesthetic, operating theatre, consultation, diagnostic tests, medical reports fees, **hospital** registration and administration charges, and associated taxes.

Admission to a hospital shall be evidenced by the imposition of daily boarding charges by a hospital.

We will reimburse you up to the amount shown in the schedule of benefits per accident.

If **you** are covered by any other source or another insurance policy for such **medically necessary** expenses, **we** will only reimburse the excess amount that is not payable by such other source or policy.

3. Rehabilitation

If you sustain an **injury**, which requires admission to a **hospital** as a registered in-patient for a minimum period of more than 5 consecutive days upon the recommendation of a **doctor**, we will pay the amount shown in the **schedule of benefits** once per **accident** for **your** recovery at home after **your** discharge.

4. ATAP Hospital Recommendation Assistance

In the event **you** sustain an **injury** during the **period of insurance**, **you** may contact AIG Travel Asia Pacific for **hospital** recommendations.

ATAP will only assess **your** condition and direct **you** to suitable medical facilities. ATAP cannot guarantee that such medical facilities will always be available or take over the running of **your** medical treatment. Please note that where **your claim** is not covered under the policy, the provision of ATAP Hospital Recommendation Assistance will not in itself be an admission of liability of **your claim**.

PART 4 – TERMINATION CLAUSE

The insurance coverage provided to **you** shall terminate automatically upon the earliest of any of the following listed events:

- (a) immediately after an admission of 100% liability for a claim of the accidental death benefit;
- (b) any premium due which remains unpaid by **you** after the due date;
- (c) upon expiry of the period of insurance;
- (d) you are not within the competent age to qualify for cover; or
- (e) cancellation made by you or us as stated in Part 6- General Conditions, item 18 of the policy.



PART 5 – GENERAL EXCLUSIONS

This entire policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

- 1. serving as a member of the Armed Forces or while engaging in or taking part in naval, military, or air force service, training exercises or operations or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, **terrorists** or other elements;
- 2. **you** engaging in any of the following occupations:
 - a. firefighting;
 - b. off shore workers; workers handling explosives and toxic materials; ship crew, builder & repairer; miners & quarry workers;
 - c. loggers & sawmill workers; workers handling boilers or pressure vessels; dispatch rider; crane operator;
 - d. workers engaged in construction of dams, bridges, tunnels or underground work;
 - e. fisherman; divers; stevedores ;stuntman; circus performers ; jockey and racing drivers; taxi / bus/ lorry/ tractor/ excavator drivers;
 - f. window cleaners and construction workers at heights exceeding 30 feet (outside building).

3. Pre-Existing Conditions;

- 4. intentional self-inflicted injuries or suicide or any attempt to commit suicide while sane or insane, deliberate or reckless exposure to danger;
- 5. flying unless as a fare paying passenger in a licensed private or commercial aircraft certificated for the transportation of passengers;
- 6. any criminal act or resistance to arrest;
- 7. participation in any illegal activities or violation of a law which carries any penalty or imprisonment;
- 8. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a **doctor** and taken as prescribed ;
- 9. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising there from;
- 10. psychosis, mental or nervous disorders or sleep disturbance disorders;
- 11. cosmetic or plastic surgery or any elective surgery;
- 12. any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
- 13. any congenital conditions;
- 14. routine health checks, any investigation(s) not directly related to a covered loss/medical expense ;
- 15. investigation which is not medically necessary, or custodial or rest care;
- 16. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of AIG Malaysia either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus);
- 17. driving or riding in any kind of race involving motorized Vehicles;
- 18. engaging, practicing or participating in a sport in a professional capacity or when **you** would or could earn income or remuneration from engaging in such sport;
- 19. any injury, unless due to a Terrorist Act, resulting directly or indirectly from, attributed to, or accelerated by :
- the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction, or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials;
- b. the release of pathogenic or poisonous biological or chemical materials;
- 20. death or **injury** directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution. insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine. or customs regulations or nationalization by or under the order of any government or public or local authority; or
- 21. any payment that would violate any government prohibitions or regulations.

It is **your** responsibility to prove that the loss did not in any way arise under or through any of the exclusions set in this policy.



PART 6 - GENERAL CONDITIONS

1. **Duty of disclosure:** You have a duty to take reasonable care not to make a misrepresentation in answering our questions or when applying for this insurance, to answer all questions fully and accurately and to disclose any matter that **you** know to be relevant to **us** in accepting the risks and determining the rates and terms to be applied otherwise it may result in avoidance of the policy, refusal or reduction of claims, change of terms or termination of the policy.

This duty of disclosure shall continue until the time the policy is entered into, varied or renewed. **You** also have a duty to tell **us** immediately if at any time after the policy has been entered into, varied or renewed with **us**, any of the information given when **you** applied for this policy is inaccurate or has changed.

- 2. Age to qualify for cover: You must be aged between 18 and 60 years. All ages refers to the age as of your last birthday.
- 3. **Number of policies: You** are only allowed to be covered under 1 policy by **us**. Cover will only be provided by the policy that provides the highest coverage.
- 4. Claims procedure: You or someone duly authorized on your behalf must contact us within 30 days after you incur a loss which is likely to lead to a claim. This can be done by contacting The Claims Department at the email or address indicated in the accompanying disclosure & policy statement and important contact information section below. Any delay must be supported by justifiable reasons for the delay and acceptance is at our sole discretion. We will not pay any claims that are notified to us after 1 year from the date of the accident.

A completed claim form along with supporting evidence (original copies, where applicable) must be supplied to **us** at **your** expense within 90 days from the date of the **accident**. We have the right to ask for a post-mortem examination and/or for **you** to undergo a blood test for HIV as a condition precedent to any processing of any claim. It is **your** responsibility to prove that the loss did not in any way arise under or through any of the exclusions set in

this policy.

If we request that you take a medical examination, we will pay for the cost of such medical examination.

5. **Payment of claims**: All claims payment will be made to **you**. In the event of **your** death, **we** shall pay the claims proceeds to **your** named nominee(s) (if applicable) or to **your** estate. Upon payment **we** will be fully discharged of **our** obligations under this policy.

If **you** are incompetent or otherwise unable to give a valid release for the claim, **we** may make arrangements to pay claims to a trustee pursuant to Schedule 10 sub-paragraph 5(1) of the Financial Services Act, 2013. Their receipt will discharge **our** liability under the policy.

- 7. Our rights to recover: If we make a payment and subsequently are made aware that the claim is not payable, we have the right to recover the amount paid.
- 8. **Currency of payment:** All payments will be made in Ringgit Malaysia.
- 9. **Rights of ownership**: **You** have the right to exercise every benefit covered in this policy. Every transaction relating to the policy shall however be between **you** and **us** and shall be valid without notice to **you**. We will not recognize any claim made by another party who is not insured by this policy. The **policyholder/you** cannot assign the benefits covered in this policy to another person or entity.
- 10. **Rights of nominees**: Nominees do not have any rights to make any changes to the policy.
- 11. Legal proceedings: No legal proceeding against us is valid within 90 days from the date of accident.
- 12. **Arbitration**: Any dispute or difference which may arise between **you** and/the **policyholder/us** can be referred to the Kuala Lumpur Regional Centre for Arbitration. All arbitration proceedings must take place within 6 months from the date of disclaimer, failing which, **we** would have no obligation over the claim.
- 13. **Subrogation**: Upon making a claim payment, **we** will acquire all of the **policyholder/your** rights to recover against any third party that may have contributed to the loss, at **our** own cost. The **policyholder/you** must however give **us your** full cooperation to secure these rights and provide all assistance **we** require to institute legal proceedings against the third party.
- 14. **Renewal**: This policy is renewable at our option. Premium rates are not guaranteed. **We** reserve the rights to revise the premium according to **our** applicable premium rate at the time of such renewal, irrespective of **your** claims experience.
- 15. **Conformity with law.** All the terms and conditions of this policy are in accordance to the relevant laws of Malaysia and/or directives issued by the Malaysian insurance regulatory bodies.
- 16. **Changes:** We can change the terms and provisions of this policy by giving **you** 30 days' prior notice. No changes to this policy shall be valid unless authorized by **us** and is endorsed thereon.
- 17. Cancellation: You can cancel this policy within fourteen (14) days from date of purchase at www.lazada.com provided that you have not made a claim on this policy. We can cancel this policy by giving you 30 days' notice to your last known address as stated in the Certificate of Insurance or any alternative address that is notified to us in writing. We will continue to provide cover to you under this policy for the remaining period for which the premium has been received and this policy shall terminate upon the expiry of such period.
- 18. Communication to us: All communication to us shall be in writing or other means acceptable by us.
- 19. **Time:** Refers to Malaysian time.
- 20. **Consent to use personal data**: You are deemed to have read, understood, and consented to the collection and subsequent processing of your personal information by us (whether obtained during the application process or administration of this policy) in accordance with, our Privacy Notice as from time to time published on our website at http://www.aig.my/privacy-notice, a copy of which has also been furnished to you. If you submit information relating AIG ACTIVE LIFESTYLE CARE PERSONAL ACCIDENT PRODUCT (LAZADA) 1st March 2024 7



to other individuals, **you** further represent and warrant that **you** have the authority to provide information relating to the other individuals to AIG Malaysia, 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 **us**, and that the other individuals agree and consent that **we** may collect, use and process his/her personal information in accordance with **our** Privacy Notice.

- 21. **Economic 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.
- 22. Service Tax (ST): The amount of Premium payable by you for this Policy includes an amount on account of the payable by you. ST 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 increases or decreases to the rate) by any competent tax authority.

Important Contact Information

AIG Travel Asia Pacific (ATAP) (available 24 hours worldwide): Overseas + 603 2772 5600 Malaysia: 03 2772 5600

AIG Customer Service Centre 1800 88 55 99 (9.00am to 5pm week days, excluding public holidays) or email us at AIGMYCare@aig.com.

If you require assistance or need to call about this policy that we have issued to you please quote the policy and certificate number shown on your certificate of insurance. Please also have close to hand any information that will assist the call operator in answering your question or request for assistance. This includes your circumstances, current location and contact number.

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