



## SCHEDULE OF BENEFITS/ JADUAL MANFAAT BANK SIMPANAN NASIONAL WARGA EMAS PLAN

	BENEFITS/ MANFAAT-MANFAAT	PLAN / PELAN 1	PLAN / PELAN 2	PLAN / PELAN 3
1	Accidental Death and Permanent Total Disablement/ <i>Kematian Dan Kehilangan Upaya Menyeluruh dan Kekal Akibat Kemalangan</i>	RM 100,000	RM 200,000	RM 300,000
2	Casualty Cash Benefit/ <i>Manfaat Tunai Kecederaan</i>	Up to / Sehingga RM 25,000 (as per Compensation Table/ seperti dalam Jadual Pampasan)	Up to / Sehingga RM 50,000 (as per Compensation Table/ seperti dalam Jadual Pampasan)	Up to / Sehingga RM 75,000 (as per Compensation Table/ seperti dalam Jadual Pampasan)
3	Daily Care Cash Benefit (due to Accident)/ <i>Manfaat Tunai Penjagaan Harian (disebabkan oleh Kemalangan)</i>	RM 20,000	RM 40,000	RM 60,000
4	Hospital Relief Cash Benefit (up to max – 200 days due to Accident)/ <i>Manfaat Tunai Kemasukan Hospital (sehingga maksimum – 200 hari disebabkan oleh Kemalangan)</i>	RM 100 (per day/ sehari)	RM 200 (per day/ sehari)	RM 300 (per day/ sehari)

ADD ON BENEFIT / MANFAAT TAMBAHAN (If purchased by the Certificate Holder/ Jika dibeli oleh Pemegang Sijil)	SUM INSURED / JUMLAH PERLINDUNGAN
Accidental Medical Reimbursement / <i>Pembayaran Balik Perubatan akibat Kemalangan</i>	Up to / Sehingga RM 4,000

Issued by

## SECTION 1 - THE CONTRACT

This contract of insurance is issued by AIG Malaysia Insurance Berhad (200701037463) (hereinafter referred to as "the Company") to Bank Simpanan Nasional (a body corporate established under the Bank Simpanan Nasional Act 1974) (hereinafter referred to as the "Insured") for the benefit of its eligible customers who is / are issued with a Certificate of Insurance by the Company pursuant to this policy (hereinafter referred to as the "Insured Person"). This policy, the application in respect of it and Certificate of Insurance confirming cover and all related endorsement(s) constitute the entire contract.

## SECTION 2 - COVERAGE

### A) AMBIT OF COVER:

This policy covers the risk of Accidental Injury or Accidental death to the Insured Person resulting directly and independently of all other causes from bodily injuries caused by Accident, better described here below and subject to the terms and conditions of the policy.

### B) QUALIFICATION FOR COVER:

The Certificate Holder is a customer of the Insured who has been declared for cover and is of Competent Age.

#### Warranty:

It is hereby warranted that all applications for inclusion of coverage are in good health at time of inception into this insurance program and are not suffering from any known or unknown physical or mental impairment or ill health, Disability or physical, health or mental condition that would have in normal circumstances resulted in rejection of cover or required additional premium had the Company known of this condition prior to granting of cover. The Company reserves the right to rescind coverage to any Certificate Holder at any time during the pendency of this insurance even after a claim is filed, by virtue of this Warranty, however the Company must at all times act with reasonable haste when exercising this right of rescission.

### C) INSURED EVENT:

This policy only covers injuries arising out of an Accident that occurs during the Term of Insurance which, directly and independently of all other causes, result in either death, or Permanent Total Disablement (as described in Section 8 hereunder) premium for which cover has been paid or agreed to be paid. In the case of overlapping Benefits, indemnity calculated from the highest Benefit will be that which is payable.

## SECTION 3 - DEFINITIONS

The following words shall carry the meanings defined 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.

#### Activities of Daily Living

Definitions attributed to the following words in the Insurance cover are:

- (a) dressing means the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical or medical appliances;
- (b) feeding means the ability to feed oneself food after its preparation and being made available;
- (c) mobility means the ability to move indoors from room to room on level surfaces;
- (d) toileting means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate;
- (e) transferring means the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (f) washing means the ability to wash in the bath, or shower or wash by other means.

#### Benefit(s)

means the respective benefits under this policy, more particularly described in the Schedule of Benefits.

#### Certificate of Insurance

shall mean a document issued to eligible customers of the Insured as proof of insurance coverage under this policy.

#### Certificate Holder

shall mean the person effecting the Certificate of Insurance who are customers of the Insured and are of Competent Age.

#### Certificate Schedule

shall mean the document issued together with the Certificate of Insurance detailing the particulars of the Insured Person(s), the Period of Insurance and the Benefits under the policy.

#### Company

refers to AIG Malaysia Insurance Berhad (200701037463).

#### Competent Age

refers to the age eligibility of the Certificate Holder to qualify for coverage under this policy, and ranges from eighteen (18) years old to seventy-five (75) years old and renewable up to eighty-five (85) years old.

**Confinement**

shall mean admission to a Hospital for a minimum period of six (6) consecutive hours upon the recommendation of a Doctor or Consultant. Confinement shall be evidenced by a daily room/room & board charge by the Hospital and under no circumstances shall the Company pay for more than one Hospital income benefit and board for each day of confinement.

**Congenital Conditions**

shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth which shall include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Insured Person was continuously covered under this policy.

**Consultant**

shall mean a medical practitioner who is currently registered, licensed and qualified to practice western medicine within the scope of his/her expertise in the geographical area and jurisdiction where his/her medical services are provided and is certified by the appropriate health authorities in an area of medical specialty and is not an insured person or business partner, agent or who is not related to the Insured Person or Insured Person's Immediate Family Member.

**Covered Injury**

means Injury due to an Accident occurring during the Period of Insurance.

**Date of Loss / Accident**

is the date when the Accident occurs.

**Disability / Disabilities**

shall mean a sickness, disease, illness or the entire Injuries arising out of a single or continuous series of causes.

**Doctor**

shall mean a medical practitioner who is currently registered, licensed and qualified to practice western medicine within the scope of his/her expertise in the geographical area and jurisdiction where his/her medical services are provided and is not an insured person or business partner, agent or who is not related to the Insured Person or Insured Person's Immediate Family Member.

**Effective Date**

shall mean the date from which the insurance coverage under this policy becomes effective. The effective date of this policy is as stated in the Master Policy Schedule. The effective date of the Certificate of Insurance will be that as stated in the respective Certificate Schedule.

**Hospital**

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

- i) has facilities for diagnosis and major surgery;
- ii) provides twenty-four (24) hours a day nursing services by registered and graduate nurse(s);
- iii) is under the supervision of a Doctor or Consultant;
- iv) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

**Illness**

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

**Immediate Family Member**

shall refer to the Insured Person's Spouse, children, parent(s) and their siblings, parent-in-law, grandparent, grandchild, sibling, sibling-in-law, niece or nephew.

**Injury / Injuries**

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

**Insured**

refers to Bank Simpanan Nasional (a body corporate established under the Bank Simpanan Nasional Act 1974).

**Insured Person**

refers to the Certificate Holder and includes his/her Spouse and/or parents, if a request for insurance is similarly received by the Company and whose names appear in the Policy Schedule for cover.

**Loss of Use**

shall mean Permanent limitation in function in relation to limb or organ following an Injury.

**Master Policy**

shall mean the policy issued to the Insured as proof of insurance coverage under this policy.

**Master Policy Schedule**

shall mean the document issued together with the Master Policy detailing the particulars of the Insured, the Period of Insurance and the Benefits under the policy.

**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 Company under this Policy as an alternative to the Malaysian courts.

**Parent(s)**

shall mean a legal parent (whether biological, step or adopted) of the Certificate Holder as declared by the Certificate Holder for coverage under this policy.

**Permanent / Permanently**

shall mean lasting a full period of twelve (12) calendar months originating from the Date of Loss / Accident and at the end of such period being beyond any hope of recovery or improvement whatsoever.

**Period of Insurance**

in reference to individual Certificates of Insurance, corresponds to the term of payment initially chosen by the respective Certificate Holder in their telemarketing conversation and is reflected in the direct debit authorization form completed to the Company, or as altered at the end of a current Term of Insurance by the respective Certificate Holder.

**Pre-Existing Conditions**

shall mean Disabilities or Injuries that existed before the Effective Date of the respective Certificate of Insurance and for which the Insured Person is receiving treatment or has shown manifestations/symptoms irrespective of whether the Insured Person was aware or should have reasonably been aware. Consultation with a Doctor or Consultant for any sign or pain or discomfort shall constitute a manifestation or symptom of a Disability.

**Policy Schedule**

shall mean the document issued together with this policy detailing the particulars of the Insured Person, the Period of Insurance and the Benefits under the policy.

**Schedule of Benefits**

shall mean the benefits made available under this insurance coverage.

**Spouse**

shall mean the legal spouse of the Certificate Holder whose name appears on the Certificate Schedule.

**Term of Insurance**

shall be on a monthly term which is elected by the Certificate Holder for the chosen Period of Insurance.

**Total Disablement**

shall mean physical disablement as a result of Injury and commencing within three hundred and sixty-five (365) days from the Date of Loss / Accident, an Insured Person is totally, continuously and permanently disabled and prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him/her in his/her daily life had such disablement not occur.

## **SECTION 4 - TERMINATION OF COVERAGE**

The insurance coverage afforded under each Certificate of Insurance shall terminate automatically on the earliest of the following dates:

- (a) when the Certificate Holder reaches eighty-six (86) years of age;
- (b) in the event of any fraud in the procurement of this insurance or in deriving any Benefits hereunder whether by the Insured (in which case it applies to the Master Policy and every Certificate of Insurance issued thereunder) or by the Certificate Holder (in which case it applies only to that particular insurance coverage for the Insured Persons spelt in the respective Certificate);
- (c) immediately after admission of one hundred percent (100%) liability for an admitted claim from the Certificate Holder by the Company;
- (d) any premium due on the respective Certificate of Insurance remaining unpaid after the due date.

## **SECTION 5 - EXCLUSION**

This insurance excludes anyone of the following events or situations as set out in the Master Policy:

1. members of the armed forces, police, security guards, firemen, racing drivers or riders, stuntman, bodyguard, ship crew, offshore workers, divers, miners, loggers and tunnellers;
2. any Pre-Existing Conditions;
3. suicide or intentional self-inflicted injuries or any attempted thereof while sane or insane;
4. involvement in any criminal act or criminal offence;
5. treatment of alcoholism, or drug abuse or any other complications arising therefrom or any drug related Accident;
6. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
7. psychosis, mental or nervous disorders or sleep disturbance disorders;
8. cosmetic or plastic surgery or any elective surgery;
9. any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
10. any Congenital Conditions;
11. routine health checks, any investigation(s) not directly related to admission diagnosis, illness or injury, or any treatment;
12. investigation which is not medically necessary, or convalescence, custodial or rest care;
13. 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 the Company either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus);

14. any injury sustained during air travel except as a fare-paying passenger in any properly licensed private and commercial aircraft having a current and valid air worthiness certificate issued by the appropriate authority of the country of its registry;
15. driving or riding in any kind of race involving motorized vehicles;
16. engaging, practicing or participating in a sport in a professional capacity or when a Insured Person would or could earn income or remuneration from engaging in such sport;
17. any serious physical injury or disability 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; or the release of pathogenic or poisonous biological or chemical materials;  
For the purposes of this exclusion, serious physical injury means physical injury that involves a substantial risk of death; and/or protracted and obvious physical disfigurement; and/or protracted loss of or impairment of the function of a bodily member or of an organ;
18. 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;
19. violation of law;
20. the Company will not pay under any section of this policy where such payment would violate a government prohibition or regulation;
21. due to osteoporosis (porosity and brittleness of the bones due to loss of protein from bone matrix) or pathological fracture (any fracture in an area where pre-existing disease has caused weakening of the bone) if the osteoporosis or bone disease was diagnosed prior to the policy Effective Date.

## SECTION 6 - SPECIAL CONDITION

- 1) The premium due under each Certificate of Insurance shall be payable on a monthly basis for the elected Term of Insurance. No claim whether under the Master Policy or under the Certificate of Insurance shall be admissible whilst the related premiums are in arrears.
- 2) Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render this policy or the respective Certificates of Insurance as the case may be, null and void and the Benefits due hereunder shall be or become forfeited.
- 3) The due observance of this policy and the Certificate of Insurance thereof shall be binding upon the Insured as well as the Certificate Holder as if he was the Insured, and shall serve as condition precedent to the admission of any claim lodged under this Master Policy or Certificate of Insurance.
- 4) The process of claim including settlement will be handled directly between the Company and the Certificate Holder whose sole discharge will constitute full and final discharge of the claim lodged.

## SECTION 7 - GENERAL POLICY PROVISIONS

1. **ENTIRE CONTRACT-CHANGES IN POLICY:** This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance.
2. **TIME OF NOTICE OF CLAIM:** Written notice of injury of which claim may be based must be given to the Company within thirty (30) days after the date of the Accident causing such Injury. In the event of Accidental death, immediate notice thereof must be given to the Company.
3. **ALTERATIONS:** The Company reserves the right to amend the terms and provisions of this policy and may at any time be amended and changed by written agreement between the Company and the Insured. Any amendment to this policy shall be binding on all persons whether insured under this policy prior to, during, or after the effective date of the amendment. No alteration in this policy shall be valid unless approved by an authorized representative of the Company and such approval be endorsed herein.
4. **EFFECTIVE DATE:** The Effective Date of this policy is as stated in the Policy Schedule. The Effective Date of the Certificate of Insurance will be that as stated in the respective Certificates of Insurance.
5. **VALIDATION:** The Company will only issue one Certificate of Insurance to each Certificate Holder during the Period of Insurance under this policy.
6. **CURRENCY OF PAYMENT:** All amounts payable either to or by the Company shall be payable in the currency stated on the Schedule of Benefits.
7. **AGE LIMITS FOR PERSONS INSURED UNDER THIS POLICY:** Entry age of an Insured Person shall be between the ages of eighteen (18) years to seventy five (75) and is renewable up to eighty-five (85) years.
8. **MIS-STATEMENT OF AGE AND SEX:** All ages referred to in this policy shall be the age of the Insured Person at his last birthday. Where the age or sex of the Insured Person has been misstated, the following rules shall apply:
  - a) if the premium paid as a result thereof is insufficient, any amount payable subject to the maximum limits provided under this policy shall be prorated based on the correct premium to be charged for the year;
  - b) any excess premium paid as a result thereof, shall be refunded without interest;
  - c) if it is found that at the correct age the Insured Person is not insurable under this policy pursuant to the Company's underwriting rules, the Certificate of Insurance shall be void.

9. **EXPOSURE AND DISAPPEARANCE:** If following an Accident, the Insured Person is unavoidably exposed to the elements for a duration of time until saved, and as a result of such exposure suffers bodily injury as described above, such injury shall be perceived as if under the influence of the Accident.
- On the other hand, if the body of the Insured Person is not found within one (1) year of the covered event of disappearance, sinking or wrecking of the common carrier in which the Insured Person was riding in at the time of such disappearance, sinking or wrecking, it will be presumed that death has taken place.
10. **NOTICE OF CLAIM:** Notice of claim must be given to the Company by writing to The Claims Department, P O Box 11768, 50756 Kuala Lumpur, Malaysia within thirty (30) days after the Date of Loss. The Certificate Holder hereunder shall produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim. Written notice of claim given by or on behalf of the named Certificate Holder to the local Office of the Company, or to any authorized official of the Company providing information sufficient to identify the Insured Person shall be deemed notice to the Company. For convenience a notification format is attached at end of the policy.
11. **PROOF OF LOSS:** Written proof of loss must be furnished to the Company at its said office within ninety (90) days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.
12. **LIMITATION OF CLAIMS:** No claim benefits shall be payable under this policy if presented to the Company beyond a period of one (1) year from the Date of Loss.
13. **MEDICAL EXAMINATION:** The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
14. **RECEIPTS:** The 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 Certificate Holder for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.
15. **RIGHTS OF NOMINEE:** Consent of nominee shall not be a pre-requisite to terminate or to cancel this policy or to a change of nominee or for that matter for any changes in this policy.
16. **RIGHTS OF OWNERSHIP:** The Insured 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 Company and the Insured and shall be valid without notice to or with the consent of the Certificate Holder.
17. **LEGAL PROCEEDINGS:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the policy.
18. **MIS-REPRESENTATION IN APPLICATION:** The benefits shall not be payable and the policy shall be considered voidable at the option of the Company in the event that (a) there has been a failure to disclose or there has been any misrepresentation of any fact with respect to the Insured or Certificate Holder that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or (b) in all cases of fraud.
19. **REINSTATEMENT:** If any premium is in default beyond the premium due date, the policy may be reinstated with the consent of the Company within ninety (90) days after the due date of the premium in default subject to a written application for reinstatement; or production of evidence of insurability satisfactory to the Company. If the Company agrees to reinstate the policy, the respective policy shall be reinstated on the 1<sup>st</sup> day of the month following the receipt of the premium by the Company. Benefits will not, however, be payable for any injury which occurs during the interval the policy has lapsed.
20. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this policy and the Certificate of Insurance shall invalidate all claims hereunder.
21. **DISPUTE RESOLUTION:** Any dispute or difference which may arise between the Insured Person and Us 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 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 Insured Person and Us 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 Insured Person.
22. **CONFORMITY WITH LAW:** Any provision of this policy which, on its Effective Date is in conflict with the law of the country in which the policy was delivered or issued for delivery is hereby amended to conform to the minimum requirement of such laws.
23. **CHANGE IN COUNTRY OF RESIDENCE:** Coverage of the Insured Person are subject to their residence in Malaysia. Coverage does not extend to any Insured Person residing outside of Malaysia unless prior extension of coverage has been accorded by the Company. It is a condition precedent to liability under this policy that in the event of change of country of residence, the Company must be informed in writing of any change in the Insured Person's country of residence. A change in the country of residence shall be deemed to mean the Insured Person is living or is intending to live in another country other than Malaysia in excess of twelve (12) consecutive calendar months. Failure to notify the Company of this change will invalidate the Insurance in respect of that Insured Person with effect from the date he/she leaves Malaysia permanently. The Company reserves the right to continue cover on the prevailing terms and conditions or to decline cover under this policy upon receipt of such information.
24. **TO WHOM INDEMNITY IS PAYABLE:** Indemnity for Accidental Death in respect of the Certificate Holder is payable to the nominee(s) elected by the Certificate Holder and in the event of failure of nominee, to the Certificate Holder's estate. Indemnity for all other Benefits will be paid to the Certificate Holder. The process of claim including settlement will be handled directly between the Company and the Certificate Holder whose sole discharge will constitute full and final discharge of the claim lodged.
25. **CANCELLATION:** The Certificate Holder can cancel this policy by giving the Company thirty (30) days notice in writing to The

Customer Service Department, P O Box 11768, 50756 Kuala Lumpur, Malaysia. The Company will continue to provide cover under this certificate for the remaining period for which the premium had been received and this policy shall terminate upon the expiry of such period.

For avoidance of doubt, the Company reserves its right to rescind coverage where it is discovered that the Certificate Holder was in the category of excluded persons as expressed in Section 5 - Policy Exclusion, at the point of entry into the contract. In such cases, the Company will refund the premium in full.

The Company can cancel this policy by giving the Insured and / or Certificate Holder thirty (30) days notice to the Insured and / or Certificate Holder's last addresses as appears in the certificate or any alternative address that is notified to the Company in writing. The Company will continue to provide cover under this policy for the remaining period for which the premium had been received and this policy shall terminate upon the expiry of such period.

The Insured may cancel the Master Policy at any time by tendering at least thirty (30) days written notice to the other, by writing to The Customer Service Department, P O Box 11768, 50756 Kuala Lumpur, Malaysia. Such cancellation shall not affect the pendance of coverage for any Insured Person and their respective coverage will continue for the duration expressed in the Certificate of Insurance. Cancellation of the Master Policy does not warrant any refund of premium.

26. **ASSIGNMENT:** No assignment of interest under this policy shall be binding upon the Company.
27. **PERIOD OF RENEWAL:** This policy and Certificate of Insurance shall start on the Effective Date. The premium for the Certificate of Insurance is payable monthly. Each premium paid purchases cover for the following calendar month.
28. **CHANGE IN RISK:** The Certificate Holder shall give immediate notice in writing to the Company of any material change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.
29. **CONSENT TO USE OF PERSONAL DATA:** By submitting the application for coverage, the Certificate Holder is hereby consents to the collection of his/her personal information by the Company (whether through the telephone or otherwise obtained) and such information may be held, used, or disclosed by the Company or any selected third party for the purposes of processing this Certificate of Insurance and providing subsequent services for this or other financial products and services. In addition, with the Certificate Holder's express consent, we may disclose the Certificate Holder's personal information to selected third parties for the purposes of direct marketing, and data matching, and to communicate with the Certificate Holder for such purposes. The Certificate Holder reserves its rights to obtain access, request correction or withdraw its consent to the use of any of its personal information held by the Company.
30. **CONSENT TO UPDATE PERSONAL DATA:** By submitting the application for coverage, the Insured and Certificate Holder has agreed and given consent to the Company to the inquiry and use of updated payment details of all the credits cards maintained with the same issuing bank providing his/her credit card facilities.
31. **SERVICES TAX ("ST"):** The amount of Premium payable by you for this Policy includes an amount on account of the ST 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.
32. **SANCTION:** We shall not be deemed to provide cover and the **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 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.
33. **DUTY OF DISCLOSURE:** The **Policyholder** must read the terms and conditions of the policy and to take reasonable care to answer all the questions honestly (if applicable) to the best of the **Policyholder**'s knowledge. The **Policyholder** must inform **us** immediately if at any time any of the information on which this insurance is based is incorrect or changes.  
If the **Policyholder** does not, **we** may:
  - a) declare the **Policyholder**'s policy void from inception (which means treating it as invalid) and **we** may not return the premium or recover any unpaid premium;
  - b) cancel this policy and return any premium less **our** cancellation charge or recover any unpaid premium;
  - c) recover any shortfall in premium;
  - d) not pay any claim that has been or will be made under the policy; or
  - e) be entitled to recover from the **Certificate Holder** the total amount of any claim already paid under the policy or any claim **we** have to pay under any relevant legislation, plus any recovery costs.

## SECTION 8 – POLICY BENEFITS

The Company will pay the Accidental death indemnity or Accidental Permanent Total Disablement benefits as stated in the Schedule of Benefits. Payment of this Benefit in respect of the Insured Person shall forthwith terminate the coverage in respect of the said Insured Person under this policy.

### 1) Accidental Death and Permanent Total Disablement

<b>COMPENSATION TABLE</b>		
This policy covers the Insured Person in respect of the following events as per the percentage of the basic cover or an amount as stated in the Schedule of Benefits, in accordance with the defined Injury, resulting in:		Compensation (Based on the percentage of basic cover)
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%

### 2) Casualty Cash Benefit

	<b>Casualty Compensation Table</b>	<b>Benefits Percentage</b>
<b>1</b>	<b>Fractures</b>	
A.	<b>Hip or Pelvis (excluding thigh or coccyx)</b> Multiple fractures, one compound and one complete All other compound fractures Multiple fractures, at least one complete All other fractures	60% 30% 15% 12%
B.	<b>Thigh or Heel</b> Multiple fractures, one compound and one complete All other compound fractures Multiple fractures, at least one complete All other fractures	30% 24% 15% 12%
C.	<b>Lower leg, skull, clavicle, ankle, elbows, upper or lower arm (including wrist but excluding Colles-type fractures)</b> Multiple fractures, one compound and one complete All other compound fractures Multiple fractures, at least one complete Depressed fracture of the skull needing surgical intervention All other fractures	24% 15% 12% 7.20% 6.00%
D.	<b>Colles-type fracture of the lower arm</b> Compound All other fractures	12% 6.00%
E.	<b>Shoulder blade, knee cap, sternum, hand (excluding fingers &amp; wrist), foot (excluding toes or heel)</b> Compound All other fractures	12% 6.00%
F.	<b>Spinal Column (Vertebrae but excluding coccyx)</b> All compression fractures All spinous, transverse process or pedicle fractures Fracture leading to Permanent neurological damage All other vertebral fractures	12% 12% 12% 6.00%
G.	<b>Lower Jaw</b> Multiple fractures, one compound and one complete All other compound fractures Multiple fractures, at least one complete All other fractures	18% 12% 9.60% 4.80%
H.	<b>Rib or ribs, cheekbone, coccyx, upper jaw, nose, toe or toes, fingers or fingers</b> Multiple fractures, one compound and one complete All other compound fractures Multiple fractures, at least one complete	9.50% 7.20% 4.80%

	All other fractures	2.40%
2	<b>Burns</b> 2nd degree burns shall mean partial thickness of skin destruction due to burns on at least 27% of the body surface 3rd degree burns shall mean full thickness of skin destruction due to burns on at least 20% of the body surface	24%
3	<b>Dislocation requiring surgery under anaesthesia</b> Dislocations requiring surgery under anaesthesia and the benefit is limited to 1 payment for each bone as stipulated below during the life time of this policy. Spine or back, diagnosed by X-ray (exclude slipped disc) Hip Knee Wrist or elbow Ankle, shoulder blade or collarbone Finger or fingers, toe or toes, or jaw	48% 30% 15% 12% 6.00% 2.40%
4	<b>Internal Injuries</b> Resulting in open abdominal or thoracic surgery (excluding hernias). The benefit is limited to one payment during the life time of this policy.	15%
5	<b>Concussion</b> Head trauma resulting in loss of consciousness, amnesia and contusion to the brain. The benefit is limited to 1 payment during the lifetime of this policy.	15%

- (i) Benefits under Accidental Death Benefit and Casualty Cash Benefit are paid in the alternative. Casualty Cash Benefit will not be paid in the event Accidental Death Benefit becomes payable in a covered Accident.
- (ii) In the case of a covered Accident involving multiple Injuries, the claim settlement will be calculated on the basis of that (one) Injury which secures the highest Casualty Cash Benefit payment. The maximum payable under Casualty Cash Benefit is 100%.
- (iii) Coverage for an Insured Person under this policy terminates absolutely when a one time 100% Benefit becomes payable for that Insured Person.
- (iv) Casualty Cash Benefits is not payable due to osteoporosis (porosity and brittleness of the bones due to loss of protein from bone matrix) or pathological fracture (any fracture in an area where pre-existing disease has caused weakening of the bone) if the osteoporosis or bone disease was diagnosed prior to the policy Effective Date.

### 3. Daily Care Cash Benefit (due to Accident)

The Company shall pay an amount equal to the Daily Care Cash Benefit stated in the Schedule of Benefits when as the result of Accident, the Insured Person cannot perform any work for a continuous period of at least six (6) consecutive months solely due to the same Accident:

- (i) has been attended to by a Doctor or Consultant and has undergone all reasonable and usual treatment prescribed including rehabilitation for the Accident;
- (ii) is Permanently unable to perform at least three (3) of the Activities of Daily Living, either with or without the use of mechanical equipment, special devices or other aids for disabled persons.

### 4. Hospital Relief Cash Benefit (due to Accident)

The Company shall pay an amount equal to the Hospital Relief Cash Benefit stated in the Schedule of Benefits for each day during which the Insured Person is confined in a Hospital due to Accident up to a maximum of two hundred (200) days.

### ADD ON BENEFIT – Accidental Medical Reimbursement (If purchased by the Certificate Holder)

When by reason of a Covered Injury sustained during the Period of Insurance, the Insured Person shall require treatment by a Doctor or Consultant, or the employment of a licensed or graduate nurse, or Confinement in a Hospital, but excluding any dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is directly caused by a covered Accident, the Company will reimburse the actual expense incurred by the Insured Person within fifty-two (52) weeks from the Date of Loss for such medical treatment, Hospital charges and nurses' fees up to the maximum amount as stated in the Schedule of Benefits PROVIDED THAT in the event that the Insured Person is also receiving reimbursement of all or part of such expenses from any other source(s), this policy will only reimburse the amount in excess of that amount payable by such other source(s). All claims must be evidenced and supported by original bill(s) and receipt(s).

# SIJIL INSURANS PELAN BANK SIMPANAN NASIONAL WARGA EMAS

## SEKSYEN 1 - KONTRAK

Kontrak insurans ini dikeluarkan oleh AIG Malaysia Insurance Berhad (200701037463) (selepas ini dirujuk sebagai "Syarikat") kepada Bank Simpanan Nasional ( sebuah pertubuhan perbadanan yang ditubuhkan di bawah Akta Bank Simpanan Nasional 1974) (selepas ini dirujuk sebagai "Diinsuranskan" ) untuk manfaat pelanggannya yang layak yang / telah dikeluarkan dengan Sijil Insurans oleh Syarikat menurut polisi ini (selepas ini dirujuk sebagai "Orang Yang Diinsuranskan"). Polisi ini, permohonan yang berkaitan dengannya dan Sijil Insurans yang mengesahkan perlindungan dan semua pengendorsan yang berkaitan membentuk keseluruhan kontrak.

## SEKSYEN 2 – PERLINDUNGAN

### A) AMBIT PERLINDUNGAN:

Polisi ini melindungi risiko Kecederaan Akibat Kemalangan atau kematian akibat Kemalangan kepada Pihak Diinsuranskan yang timbul secara langsung dan bebas daripada semua punca lain daripada kecederaan badan yang disebabkan oleh Kemalangan, dan diterangkan di sini tertakluk kepada terma dan syarat polisi.

### B) KELAYAKAN UNTUK PERLINDUNGAN:

Pemegang Sijil ialah pelanggan kepada Pihak Diinsuranskan yang telah diisyiharkan untuk perlindungan dan dibawah umur Kompeten.

Waranti:

Dengan ini adalah dijamin bahawa semua permohonan untuk memasukkan perlindungan berada dalam keadaan sihat pada masa permulaan program insurans ini dan tidak mengalami sebarang kecacatan fizikal atau mental yang diketahui atau tidak diketahui atau sakit, Hilang upaya atau keadaan fizikal, kesihatan atau mental yang akan dalam keadaan biasa mengakibatkan penolakan perlindungan atau memerlukan premium tambahan sekiranya Syarikat mengetahui syarat ini sebelum memberikan perlindungan. Syarikat berhak untuk membatalkan perlindungan kepada mana-mana Pemegang Sijil pada bila-bila masa sepanjang tempoh insurans ini walaupun selepas tuntutan difailkan, menurut Waranti ini, namun Syarikat mesti pada setiap masa bertindak dengan tergesa-gesa yang munasabah apabila melaksanakan hak ini untuk pembatalan.

### C) KEJADIAN YANG DIINSURANSKAN:

Polisi ini hanya melindungi kecederaan yang timbul daripada Kemalangan yang berlaku semasa Tempoh Insurans yang, secara langsung dan bebas daripada semua sebab lain, mengakibatkan sama ada kematian, atau premium Hilang Upaya Kekal Kekal (seperti yang diterangkan dalam Seksyen 8 di bawah ini) yang mana perlindungan telah dibayar atau bersetuju untuk dibayar. Dalam kes Faedah bertindih, indemnititi yang dikira daripada Faedah tertinggi adalah yang perlu dibayar.

## SEKSYEN 3 – DEFINASI

Perkataan berikut adalah membawa maksud yang ditakrifkan di bawah::

### Kemalangan / akibat Kemalangan

hendaklah bermaksud kejadian yang berlaku secara tiba-tiba, tidak disengajakan,tidak dijangka, luar biasa dan yang tertentu pada masa dan di tempat yang dikenal pasti, yang hendaklah, tanpa bergantung pada apa-apa sebab lain, menjadi satu satunya sebab bagi kecederaan anggota badan.

### Aktiviti-Aktiviti Kehidupan Harian

Definisi yang dikaitkan dengan perkataan berikut dalam perlindungan Insurans ialah:

- (a) memakai pakaian bermakna kebolehan untuk memakai dan menanggalkan, mengikat dan membuka semula pakaian dan dimana sesuai mana-mana alat penyokong, anggota palsu, peralatan pembedahan atau perubatan;;
- (b) memberi makan bermakna kebolehan untuk memberi makanan diri sendiri selepas penyediaan dan dibuat sedia;
- (c) mobiliti bermakna kebolehan untuk bergerak dari bilik ke bilik yang lain di aras permukaan rata;
- (d) ketarakan bermakna kebolehan menggunakan tandas dan mengawal fungsi membuang air besar and pundi kencing melalui penggunaan pakaian perlindungan dalam atau aplikasi surgikal jika berkenaan;
- (e) pemindahan bermakna kebolehan untuk bergerak dari katil ke kerusi atau kerusi roda dan sebaliknya;  
mandi / mencuci bermakna kebolehan untuk mencuci di dalam bilik air atau mencuci dengan cara-cara lain.

### Faedah

bermaksud manfaat yang berkenaan di bawah polisi ini, lebih khusus diterangkan di dalam Jadual Manfaat.

### Sijil Insurans

bermaksud dokumen yang dikeluarkan kepada pelanggan Pihak Diinsuranskan yang layak sebagai bukti perlindungan insurans di bawah polisi ini.

**Pemegang Sijil**

bermaksud orang yang melaksanakan Sijil Insurans yang merupakan pelanggan Pihak Diinsuranskan dan dibawah umur kompeten.

**Jadual Sijil**

bermaksud dokumen yang dikeluarkan bersama Sijil Insurans yang memperincikan butiran Orang Yang Diinsuranskan, Tempoh Insurans dan Manfaat di bawah polisi.

**Syarikat**

merujuk kepada AIG Malaysia Insurance Berhad (200701037463).

**Kelayakan Umur**

merujuk kepada kelayakan umur Pemegang Sijil untuk layak menerima perlindungan di bawah Polisi Utama ini, dan jarak umur dari lapan belas (18) tahun hingga tujuh puluh lima (75) tahun dan boleh diperbaharui sehingga umur lapan puluh lima (85) tahun.

**Kemasukan ke Hospital**

bermaksud kemasukan ke Hospital untuk tempoh minimum enam (6) jam berturut-turut atas syor Doktor atau Perunding. Berpantang hendaklah dibuktikan dengan caj bilik/bilik & penginapan harian oleh Hospital dan dalam keadaan apa pun Syarikat tidak boleh membayar lebih daripada satu faedah pendapatan Hospital dan makan untuk setiap hari kemasukan ke hospital.

**Penyakit Kongenital**

hendaklah bermaksud apa-apa keabnormalan perubatan atau fizikal yang wujud sejak lahir, dan juga keabnormalan fizikal neonatal yang berkembang dalam tempoh 6 bulan dari tarikh kelahiran. Ini termasuk semua jenis hernia dan epilepsi kecuali disebabkan oleh trauma yang berlaku selepas tarikh orang yang diinsuranskan dilindungi secara berterusan di bawah polisi ini.

**Perunding**

bermaksud pengamal perubatan yang pada masa ini berdaftar, berlesen dan berkelayakan untuk mengamalkan perubatan barat dalam skop kepakarannya dalam kawasan geografi dan bidang kuasa di mana perkhidmatan perubatannya disediakan dan diperakui oleh pihak berkuasa kesihatan yang berkenaan di sesuatu kawasan. Kepakaran perubatan dan bukan orang yang diinsuranskan atau rakan kongsi perniagaan, ejen atau yang tidak berkaitan dengan Orang Yang Diinsuranskan atau Ahli Keluarga Terdekat Orang Yang Diinsuranskan.

**Kecederaan Dilindungi**

bermakna Kecederaan yang berlaku semasa Tempoh Jangkamasa Insurans.

**Tarikh Kerugian / Kemalangan**

bermakna tarikh apabila Kemalangan tersebut berlaku.

**Kecacatan / Kecacatan**

bermaksud penyakit, penyakit atau keseluruhan Kecederaan yang timbul daripada satu siri punca tunggal atau berterusan.

**Doktor**

bermaksud pengamal perubatan yang pada masa ini berdaftar, berlesen dan berkelayakan untuk mengamalkan perubatan barat dalam skop kepakarannya dalam kawasan geografi dan bidang kuasa di mana perkhidmatan perubatannya disediakan dan bukan orang yang diinsuranskan atau rakan kongsi perniagaan, ejen. atau yang tidak mempunyai kaitan dengan Orang Yang Diinsuranskan atau Ahli Keluarga Terdekat Orang Yang Diinsuranskan.

**Tarikh berkuat kuasa**

bermaksud tarikh perlindungan insurans di bawah polisi ini berberkuat kuasa. Tarikh berkuat kuasa polisi ini adalah seperti yang dinyatakan dalam Jadual Polisi Induk. Tarikh berkuat kuasa Sijil Insurans adalah seperti yang dinyatakan dalam Jadual Sijil masing-masing.

**Hospital**

hendaklah bermakna hanya pertubuhan yang ditubuhkan dan didaftarkan dengan sewajarnya sebagai hospital untuk penjagaan dan rawatan orang sakit dan cedera sebagai pesakit katil yang membayar, dan yang:

- i) mempunyai kemudahan untuk diagnosis dan pembedahan besar;
- ii) menyediakan perkhidmatan kejururawatan dua puluh empat (24) jam sehari oleh jururawat berdaftar dan siswazah;
- iii) berada di bawah pengawasan Doktor atau Perunding;
- iv) bukan terutamanya sebuah klinik; tempat untuk penagih alkohol atau penagih dadah; rumah kejururawatan, rehat atau pemulihan atau rumah untuk orang tua atau pertubuhan yang serupa.

**Penyakit**

hendaklah bermaksud keadaan fizikal yang ditandakan dengan penyelewengan patologi daripada keadaan sihat biasa.

**Ahli Keluarga Terdekat**

hendaklah merujuk kepada Pasangan Orang Yang Diinsuranskan, anak-anak, ibu bapa dan adik beradik mereka, ibu bapa mertua, datuk nenek, cucu, adik beradik, ipar duai, anak saudara perempuan atau anak saudara mereka.

**Kecederaan**

bermakna satu kecederaan tubuh badan yang disebabkan semata-matanya oleh Kemalangan.

**Pihak Yang Diinsuranskan**

merujuk kepada Bank Simpanan Nasional (sebuah badan korporat yang ditubuhkan dibawah Akta Bank Simpanan Nasional 1974).

**Orang Yang Menerima Perlindungan**

merujuk kepada Pemegang Sijil dan termasuk Pasangan dan/atau Ibubapa, jika permintaan bagi insurans yang diterima serupa oleh Syarikat dan nama-nama orang yang tertera di atas Jadual Polisi adalah perlindungi.

**Kehilangan Penggunaan**

bermaksud Had Kekal dalam fungsi berhubung dengan anggota badan atau organ selepas Kecederaan.

**Dasar Induk**

bermaksud polisi yang dikeluarkan kepada Pihak Diinsuranskan sebagai bukti perlindungan insurans di bawah polisi ini.

**Jadual Dasar Induk**

bermaksud dokumen yang dikeluarkan bersama Polisi Induk yang memperincikan butiran Pihak Diinsuranskan, Tempoh Insurans dan Faedah di bawah polisi.

**Ibubapa**

bermakna ibubapa yang sah (samada secara biologikal, ibubapa tiri atau ibubapa angkat) kepada Pemegang Sijil seperti yang diistiharkan oleh Pemegang Sijil untuk perlindungan di bawah polisi ini.

**Kekal**

bermakna tempoh selama dua belas (12) bulan dari Tarikh Kerugian dan pada hujung tempoh tersebut didapati tiada harapan untuk pemulihan atau kemajuan.

**Jangkama Insurans**

merujuk kepada Sijil Insurans persendirian yang bersamaan dengan terma pembayaran yang dipilih oleh Pemegang Sijil sebagai mana telepemasaran mereka dan dimana ia merujuk kepada Borang Kebenaran Pemotongan Terus yang lengkap kepada pihak Syarikat, atau seperti yang diubah pada penghujung penggal Insurans oleh Pemegang Sijil.

**Keadaan Sedia Ada**

bermakna Kekurangan Upaya yang wujud sebelum Tarikh Berkuatkuasa Sijil Insuran seseorang Pemegang Sijil dan di mana Orang Yang Menerima Perlindungan sedang menerima rawatan atau menunjukkan manifestasi-manifestasi/simptom-simptom tidak kira sama ada Orang Yang Menerima Perlindungan dan/atau Orang Yang Menerima Perlindungan sedar atau sepatutnya sedar keadaan tersebut. Rundingan dengan seorang doktor perubatan untuk mana-mana tanda atau kesakitan atau ketidaksesuaian akan merupakan suatu manifestasi atau simptom sesuatu Kekurangan Upaya.

**Jadual Polisi**

bermaksud dokumen yang dikeluarkan bersama polisi ini yang memperincikan butir-butir Orang Yang Diinsuranskan, Tempoh Insurans dan Manfaat di bawah polisi.

**Jadual Faedah**

bermaksud manfaat yang disediakan di bawah perlindungan insurans ini.

**Pasangan**

bermaksud pasangan sah bagi Pemegang Sijil yang namanya tertera pada Jadual Sijil.

**Tempoh Insurans**

merujuk kepada tempoh bulanan dimana ianya adalah pilihan oleh Pemegang Sijil untuk Jangkama Insurans yang dipilih.

**Kehilangan Upaya Menyeluruh Dan Kekal**

bermakna kecacatan fizikal akibat Kecederaan dan bermula dalam tempoh tiga ratus enam puluh lima (365) hari dari Tarikh Kerugian, dimana Orang Yang Menerima Perlindungan secara penuhnya, berterusan dan secara kekal cacat dan dihalang daripada melakukan tiga (3) atau lebih Aktiviti-aktiviti Kehidupan Harian sepetimana ditakrifkan yang biasa dilakukan olehnya dalam kehidupan hariannya jika kecacatan berkenaan tidak berlaku.

**SEKSYEN 4 - PENAMATAN PERLINDUNGAN**

Perlindungan insurans di bawah setiap Sijil Insurans akan tamat secara automatik pada tarikh-tarikh berikut yang terawal:-

- (a) apabila Pemegang Sijil mencapai umur lapan puluh enam (86) tahun;
- (b) sekiranya berlaku sebarang penipuan dalam perolehan insurans ini atau dalam memperoleh apa-apa Manfaat di bawah ini sama ada oleh Pihak Diinsuranskan (dalam hal ini ia terpakai kepada Polisi Induk dan setiap Sijil Insurans yang dikeluarkan di bawahnya) atau oleh Pemegang Sijil (dalam yang mana ia hanya terpakai kepada perlindungan insurans tertentu untuk Orang Yang Diinsuranskan yang dieja dalam Sijil masing-masing);
- (c) sebaik sahaja selepas pengakuan liabiliti 100% untuk suatu tuntutan terlindung oleh pihak Syarikat;
- (d) mana-mana premium atas Sijil Insurans yang tidak dibayar selepas tarikh premium patut dibayar

## SEKSYEN 5 – PENGECUALIAN

Insurans ini mengecualikan sesiapa sahaja daripada peristiwa atau situasi berikut. Pengecualian ini tidak boleh dibatalkan oleh sebarang pengendorsan yang tidak merujuk kepada pengecualian tertentu, secara keseluruhan atau sebahagian. Pihak Diinsuranskan hendaklah, jika perlu, dan sebagai syarat terdahulu kepada mana-mana liabiliti Syarikat, membuktikan bahawa kerugian itu tidak dalam apa-apa cara timbul di bawah atau melalui mana-mana keadaan atau sebab yang dikecualikan seperti yang dinyatakan di sini.

1. angkatan bersenjata, polis, pengawal keselamatan, ahli bomba, pemandu pelumba kereta atau pelumba, penyabung nyawa, pengawal peribadi, pelombong, anak kapal, krew udara, pekerja pelantar minyak, penyelam, penggali dan pembalak;
2. apa-apa Keadaan Sedia Ada;
3. bunuh diri atau kecederaan yang dibuat sendiri dengan sengaja atau apa-apa percubaan melakukannya sama ada waras atau tidak waras;
4. pembabitan didalam perbuatan jenayah atau kesalahan jenayah;
5. rawatan ketagihan arak, atau penyalahgunaan dadah atau apa-apa komplikasi lain yang timbul daripadanya atau apa-apa kemalangan yang melibatkan dadah;
6. kehamilan, keguguran atau melahirkan anak, atau apa-apa rawatan berkaitan kawalan kelahiran atau rawatan berkenaan ketidaksuburan atau apa-apa komplikasi lain yang timbul daripadanya;
7. psikosis, kecelaruan mental atau saraf atau kecelaruan gangguan tidur;
8. pembedahan kosmetik atau plastik atau apa-apa pembedahan elektif;
9. apa-apa bentuk penjagaan atau pembedahan pergigian melainkan diperlukan oleh kecederaan yang disebabkan oleh suatu kemalangan terhadap gigi yang elok dan semulajadi;
10. apa-apa Penyakit Konginital;
11. pemeriksaan kesihatan rutin, apa-apa pemeriksaan yang tidak secara langsung berkaitan dengan pernyataan diagnosis, penyakit atau kecederaan, atau apa-apa rawatan;
12. pemeriksaan yang tidak perlu dari sudut perubatan, atau penyembuhan, penjagaan atau kerehatan;
13. Sindrom Kekurangan Dayatahan Penyakit (AIDS) atau apa-apa komplikasi yang dikaitkan dengan jangkitan melalui Virus Kekurangan Dayatahan Manusia (HIV) (bagi tujuan polisi ini, definisi AIDS hendaklah yang digunakan oleh Pertubuhan Kesihatan Sedunia dalam tahun 1987, atau mana-mana semakan selepas itu oleh Pertubuhan Keselamatan Sedunia tentang definisi tersebut; jangkitan adalah dianggap telah berlaku apabila ujian darah atau ujian(-ujian) lain yang relevan menunjukkan dalam pendapat Syarikat ada kehadiran apa-apa Virus Kekurangan Dayatahan Manusia atau Antibodi terhadap Virus sedemikian);
14. apa-apa Kecederaan yang dialami semasa menaiki pesawat udara (kecuali sebagai penumpang yang membayar tambang dalam mana-mana pesawat komersil dan/atau peribadi yang berlesen) yang mempunyai sijil layak terbang semasa dan sah yang dikeluarkan oleh pihak berkuasa yang sewajarnya oleh negara dimana ia didaftarkan;
15. memandu atau menunggang dalam apa-apa perlumbaan melibatkan kenderaan bermotor;
16. melibatkan, mengamalkan atau menyertai sukan dalam kapasiti profesional atau apabila Orang Yang Menerima Perlindungan akan atau boleh memperolehi pendapatan atau upah daripada penglibatan dalam sukan sedemikian;
17. apa-apa kecederaan fizikal atau Hilang Upaya serius yang terjadi secara langsung atau tidak langsung daripada, boleh dikaitkan dengan, atau dipercepatkan dengan penggunaan, pembebasan atau perlepasan bahan-bahan nuklear yang secara langsung atau tidak langsung menyebabkan reaksi nuklear atau radiasi atau pencemaran radioaktif; atau penyebaran atau penggunaan bahan-bahan patogenik atau biologi atau kimia beracun; atau perlepasan bahan-bahan patogenik atau biologi atau kimia beracun;
- Bagi tujuan pengecualian ini, kecederaan fizikal yang serius bermaksud kecederaan yang melibatkan risiko kematian yang besar; dan/atau kecacatan fizikal yang nyata dan berlanjutan; dan/atau kehilangan berpanjangan atau kelemahan fungsi anggota atau organ;
18. kematian atau kecederaan secara langsung atau tidak langsung disebabkan oleh perang, penaklukan, Tindakan musuh asing, perrusuhan atau operasi seperti perang (sama ada perang diisyitharkan atau tidak) penderhanaan, peperangan saudara, pemberontakan, revolusi, penentangan terhadap kerajaan, konspirasi, rampasan kuasa atau ketenteraan, undang-undang tentera, atau keadaan pengepungan, mana-mana kejadian atau penyebab yang menentukan perisyiharan atau penggunaan undang-undang tentera, atau keadaan pengepungan, perampasan, kuarantin, atau peraturan kastam atau pemiliknegaraan oleh atau di bawah perintah mana-mana kerajaan atau pihak berkuasa awam atau tempatan;
19. melanggar undang-undang;
20. Syarikat tidak akan membayar di bawah mana-mana seksyen polisi ini di mana pembayaran sedemikian akan melanggar larangan atau peraturan kerajaan;
21. disebabkan oleh osteoporosis (keporian dan kerapuhan tulang disebabkan oleh kehilangan protein dari tulang matrik) atau keretakan patologi (di mana keretakan di bahagian penyakit yang sedia ada disebabkan oleh jangkitan yang akan menyebabkan kelemahan pada tulang) jika osteoporosis atau jangkitan tulang telah didiagnoskan sebelum polisi berkuatkuasa.

## SEKSYEN 6 - SYARAT KHAS

- 1) Premium tertunggak dibawah setiap Sijil Insurans akan dibayar secara bulanan mengikut terma Insurans yang dipilih untuk mana-mana kes yang berkenaan. Tiada tuntutan samada dibawah Polisi Utama atau Sijil Insurans akan dibayar semasa premium tertunggak.
- 2) Sebarang penipuan, salah nyata atau penyembunyian berkenaan dengan insurans ini atau sebarang tuntutan di bawah ini akan menjadikan polisi ini atau Sijil Insurans masing-masing mengikut mana-mana yang berkenaan, terbatas dan tidak sah dan Faedah yang perlu dibayar di bawah ini akan atau dilucutahkan.
- 3) Pematuhan sewajarnya terhadap polisi ini dan Sijil Insuransnya hendaklah mengikat Pihak Diinsuranskan dan juga

Pemegang Sijil seolah-olah dia adalah Pihak Diinsuranskan, dan akan menjadi syarat sebelum penerimaan sebarang tuntutan yang dikemukakan di bawah Polisi Induk ini atau Sijil Insurans

- 4) Proses tuntutan termasuk penyelesaian akan dikendalikan secara terus antara Syarikat dan Pemegang Sijil yang pelepasan tunggalnya akan membentuk pelepasan penuh dan muktamad bagi tuntutan yang dikemukakan.

## **SEKSYEN 7 - SYARAT-SYARAT AM POLISI**

1. **KESELURUHAN KONTRAK-PERUBAHAN DALAM POLISI:** Polisi ini termasuk pengendorsan dan kertas kerja yang dilampirkan, jika ada, dan mengandungi keseluruhan kontrak insurans
2. **MASA NOTIS TUNTUTAN:** Notis bertulis kecederaan yang mana tuntutannya mungkin berdasarkan mesti diberikan kepada Syarikat dalam masa tiga puluh (30) hari selepas tarikh Kemalangan yang menyebabkan Kecederaan tersebut. Sekiranya berlaku kematian akibat Kemalangan, notis segera mengenainya mesti diberikan kepada Syarikat
3. **PINDAAN:** Syarikat berhak untuk meminda terma dan peruntukan polisi ini dan boleh pada bila-bila masa dipinda dan diubah melalui perjanjian bertulis antara Syarikat dan Pihak Diinsuranskan. Sebarang pindaan kepada polisi ini hendaklah mengikat semua orang sama ada yang diinsuranskan di bawah polisi ini sebelum, semasa, atau selepas tarikh kuat kuasa pindaan. Tiada pindaan dalam polisi ini akan sah melainkan diluluskan oleh wakil yang diberi kuasa Syarikat dan kelulusan tersebut disahkan di sini
4. **TARIKH KUATKUASA:** Tarikh Kuatkuasa polisi ini adalah seperti yang dinyatakan dalam Jadual Polisi. Tarikh Kuatkuasa Sijil Insurans adalah seperti yang dinyatakan dalam Sijil Insurans masing-masing.
5. **PENGESAHAN:** Syarikat hanya akan mengeluarkan satu Sijil Insurans kepada setiap Pemegang Sijil semasa Tempoh Insurans di bawah polisi ini.
6. **MATAWANG PEMBAYARAN:** Semua amaun yang perlu dibayar sama ada kepada atau oleh Syarikat hendaklah dibayar dalam mata wang yang dinyatakan dalam Jadual Manfaat.
7. **HAD UMUR BAGI ORANG YANG DIINSURANSKAN DI BAWAH POLISI INI:** Umur kemasukan Orang Yang Diinsuranskan hendaklah antara berumur lapan belas (18) tahun hingga tujuh puluh lima (75) dan boleh diperbaharui sehingga lapan puluh lima (85) tahun.
8. **SALAH PENYATA UMUR DAN JANTINA:** Semua umur yang dirujuk dalam polisi ini adalah umur Orang Yang Diinsuranskan pada hari lahirnya yang terakhir. Jika umur atau jantina Orang Yang Diinsuranskan telah tersalah nyata, peraturan berikut hendaklah terpakai:
  - (a) jika premium yang dibayar akibat daripadanya tidak mencukupi, sebarang amaun yang perlu dibayar tertakluk kepada had maksimum yang diperuntukkan di bawah polisi ini hendaklah diproratakan berdasarkan premium yang betul yang akan dikenakan untuk tahun tersebut;
  - (b) sebarang lebihan premium yang dibayar akibat daripadanya, hendaklah dikembalikan tanpa faedah;
  - (c) jika didapati bahawa pada umur yang betul Orang Yang Diinsuranskan tidak boleh diinsuranskan di bawah polisi ini menurut peraturan pengunderaitan Syarikat, Sijil Insurans akan terbatas.
9. **PENDEDAHAN DAN KEHILANGAN:** Jika selepas Kemalangan, Orang Yang Diinsuranskan terdedah kepada unsur-unsur tersebut untuk tempoh masa tertentu sehingga diselamatkan, dan akibat daripada pendedahan tersebut mengalami kecederaan badan seperti yang diterangkan di atas, kecederaan tersebut hendaklah dianggap seolah-olah di bawah pengaruh Kemalangan. Sebaliknya, jika mayat Orang Yang Diinsuranskan tidak ditemui dalam tempoh satu (1) tahun dari kejadian yang dilindungi kehilangan, tenggelam atau karam pengangkut biasa yang dinaiki Orang yang Diinsuranskan pada masa kehilangan tersebut, tenggelam atau hancur, ia akan dianggap bahawa kematian telah berlaku.
10. **NOTIS TUNTUTAN:** Notis tuntutan secara bertulis hendaklah diberikan kepada pihak Syarikat dalam tempoh tiga puluh (30) hari selepas tarikh kerugian kepada Bahagian Tuntutan, AIG Malaysia Insurance Berhad (200701037463) P O Box 11768, 50756 Kuala Lumpur, Malaysia. Pemegang Sijil hendaklah mengemukakan dokumen dokumen berkenaan kepada pihak Syarikat untuk pemeriksaannya pada masa yang munasabah dan hendaklah bekerjasama dengan pihak Syarikat dalam semua perkara mengenai sebarang kehilangan dan/atau tuntutan. Kegagalan mematuhi syarat ini mungkin memprejudiskan tuntutan tersebut. Notis secara bertulis mengenai tuntutan yang diberikan oleh atau bagi pihak Pemegang Sijil kepada pejabat tempatan pihak Syarikat, atau kepada mana-mana pegawai bertauliah Syarikat, yang mengandungi maklumat yang mencukupi untuk mengenalpasti Orang Yang Menerima Perlindungan akan dianggap sebagai notis kepada pihak Syarikat. Bagi tujuan kemudahan, suatu format notis dilampirkan pada hujung polisi ini.
11. **BUKTI KERUGIAN:** Bukti perugian bertulis, termasuk laporan perubatan, resit yang asal, laporan Polis, Resit Asal Pengeluaran Tunai dan mana-mana bukti yang berkenaan untuk menyokong tuntutan yang dibuat, hendaklah dikemukakan kepada pihak Syarikat dalam tempoh sembilan puluh (90) hari selepas Tarikh Kerugian itu. Kegagalan untuk mengemukakan bukti itu dalam tempoh masa yang ditetapkan tidak akan menjadikan tuntutan tidak sah atau mengurangkan mana-mana tuntutan jika ianya tidak mungkin dengan wajarnya mengemukakan bukti itu dalam tempoh masa yang ditetapkan, dengan syarat bukti itu diberikan secepat mungkin dan hendaklah tidak sekali-kala (kecuali kerana tidak ada keupayaan undang-undang), lewat daripada satu (1) tahun dari masa bukti itu dikehendaki.
12. **HAD-HAD TUNTUTAN:** Faedah tuntutan tidak akan dibayar di bawah polisi ini jika tuntutan ini diserahkan kepada pihak Syarikat selepas tempoh satu (1) tahun daripada tarikh kerugian.
13. **PEMERIKSAAN PERUBATAN:** Syarikat atas perbelanjaannya sendiri berhak untuk meminta bukti tambahan dan meminta pemeriksaan perubatan Orang Yang Diinsuranskan apabila dan sekerap yang diperlukan secara munasabah semasa tempoh tuntutan belum selesai dan untuk menjalankan bedah siasat dalam kes kematian dengan syarat tidak dilarang oleh undang-undang.
14. **PENERIMAAN:** Syarikat tidak boleh dilakukan melalui sebarang notis atau sebarang caj amanah, lien, penyerahan hak atau urusan lain dengan polisi dan penerimaan Pemegang Sijil untuk apa-apa pampasan yang perlu dibayar di sini

- hendaklah dalam semua kes adalah pelepasan liabiliti yang berkesan syarikat.
- 15. **HAK PENAMA:** Persetujuan penama tidak akan menjadi prasyarat untuk menamatkan atau membatalkan polisi ini atau kepada pertukaran penama atau untuk perkara itu untuk sebarang perubahan dalam polisi ini.
  - 16. **HAK MILIK:** Pihak Diinsuranskan mempunyai hak untuk melaksanakan setiap pilihan, faedah atau keistimewaan yang diberikan oleh peruntukan polisi. Setiap transaksi yang berkaitan dengan polisi adalah antara Syarikat dan Pihak Diinsuranskan dan hendaklah sah tanpa notis kepada atau dengan persetujuan Pemegang Sijil.
  - 17. **PROSIDING UNDANG-UNDANG:** Tiada tindakan di sisi undang-undang atau dalam ekuiti boleh dibawa untuk mendapatkan semula polisi ini sebelum tamat tempoh enam puluh (60) hari selepas bukti bertulis kerugian telah difailkan mengikut keperluan polisi ini, begitu juga sebaliknya. Tindakan boleh dibawa sama sekali melainkan dibawa dalam tempoh satu (1) tahun dari tamat tempoh di mana bukti bertulis kerugian diperlukan oleh polisi.
  - 18. **SALAH PERWAKILAN DALAM PERMOHONAN:** Manfaat tidak akan dibayar dan polisi akan dianggap terbatal mengikut pilihan Syarikat sekiranya (a) terdapat kegagalan untuk mendedahkan atau terdapat sebarang salah nyata tentang mana-mana fakta berkenaan dengan Pihak Diinsuranskan atau Pemegang Sijil yang material kepada insurans yang disediakan di bawah ini yang perlu diberikan sebagai bukti kebolehinsurans; dan/atau (b) dalam semua kes penipuan.
  - 19. **PENGEMBALIAN SEMULA:** Jika mana-mana premium ingkar melebihi tarikh premium yang perlu dibayar, polisi boleh dikembalikan semula dengan kebenaran Syarikat dalam tempoh sembilan puluh (90) hari selepas tarikh matang premium ingkar tertakluk kepada permohonan bertulis untuk pengembalian semula; atau pengeluaran bukti kebolehinsurans yang memuaskan Syarikat. Jika Syarikat bersetuju untuk mengembalikan semula polisi, polisi masing-masing akan dikembalikan semula pada hari pertama bulan selepas penerimaan premium oleh Syarikat. Walau bagaimanapun, manfaat tidak akan dibayar untuk sebarang kecederaan yang berlaku semasa tempoh polisi telah luppet.
  - 20. **PEMATUHAN PERUNTUKAN POLISI:** Kegagalan untuk mematuhi mana-mana peruntukan yang terkandung dalam polisi ini dan Sijil Insurans akan membatalkan semua tuntutan di bawah ini.
  - 21. **PENYELESAIAN PERTIKAIAN:** Sebarang pertikaian atau perbezaan yang mungkin timbul antara Orang Yang Diinsuranskan dan Kami mengenai sebarang perkara yang berkaitan dengan Polisi ini yang melibatkan jumlah melebihi RM250,000 hendaklah dirujuk kepada mahkamah Malaysia. Sebarang pertikaian atau perbezaan di mana jumlah yang dipertikaikan adalah kurang daripada atau sama dengan RM250,000, Orang Yang Diinsuranskan boleh merujuk perkara itu kepada Ombudsman untuk Perkhidmatan Kewangan untuk menyelesaikan pertikaian itu. Semua pertikaian atau perbezaan yang mungkin timbul antara Orang Yang Diinsuranskan dan Kami mesti dirujuk kepada mahkamah Malaysia dan/atau Ombudsman untuk Perkhidmatan Kewangan dalam masa yang munasabah dari tarikh keputusan tuntutan dimaklumkan kepada Orang Yang Diinsuranskan.
  - 22. **KEPATUHAN DENGAN UNDANG-UNDANG:** Mana-mana peruntukan polisi ini yang, pada Tarikh Berkuatkuasanya bercanggah dengan undang-undang negara di mana polisi itu dihantar atau dikeluarkan untuk penghantaran, dengan ini dipinda untuk mematuhi keperluan minimum undang-undang tersebut.
  - 23. **PENUKARAN NEGARA KEDIAMAN:** Perlindungan Orang Yang Menerima Perlindungan dan/atau Orang Yang Menerima Perlindungan tertakluk kepada syarat kemastautinannya di Malaysia. Perlindungan tidak akan diberikan kepada Orang Yang Menerima Perlindungan yang bermastautin diluar Malaysia kecuali lanjutan perlindungan telah dibenarkan oleh pihak Syarikat. Adalah menjadi syarat keutamaan untuk liabiliti dibawah polisi ini bahawa pihak Syarikat mesti diberitahu secara bertulis berkenaan dengan sebarang penukaran negara kediaman Orang Yang Menerima Perlindungan dan/atau Orang Yang Menerima Perlindungan. Penukaran negara kediaman bermakna Orang Yang Menerima Perlindungan dan/atau Orang Yang Menerima Perlindungan sedang tinggal atau berhasrat tinggal di sebuah negara lain selain daripada Malaysia untuk tempoh yang melebihi dua belas (12) bulan berturut-turut. Kegagalan memberitahu akan membatalkan insurans untuk Orang Yang Menerima Perlindungan dan/atau Orang Yang Menerima Perlindungan mulai dari tarikh dia meninggalkan Malaysia secara kekal. Pihak Syarikat berhak meneruskan perlindungan dengan terma-terma dan syaratsyarat semasa atau menolak perlindungan di bawah polisi ini atas penerimaan maklumat berkenaan.
  - 24. **ORANG YANG BERHAK MENERIMA BAYARAN PAMPASAN:** Manfaat untuk Kematian akibat Kemalangan akan dibayar kepada penama-penama Pemegang Sijil yang dipilih oleh Pemegang Sijil dan disebabkan kegagalan pembayaran kepada penama-penama ini, ianya akan dibayar kepada Pusaka Pemegang Sijil. Untuk manfaat yang lain-lain akan dibayar kepada Pemegang Sijil. Proses tuntutan termasuk penyelesaian akan diuruskan secara langsung diantara pihak Syarikat dan Pemegang Sijil dimana kesemua pembayaran akan dibayar secara penuh dan muktamad mengikut tuntutan yang dibuat.
  - 25. **PEMBATALAN:** Pemegang Sijil berhak untuk membatalkan polisi yang diisu kepada Pemegang Sijil dengan member notis bertulis kepada Bahagian Perkhidmatan Pelanggan, AIG Malaysia Insurance Berhad (200701037463) P O Box 11768, 50756 Kuala Lumpur, Malaysia. Pihak Syarikat akan memberikan penerusan perlindungan bagi baki tempoh di mana premium telah diterima di bawah polisi berkenaan.  
Untuk mengelakkan kesukaran, pihak Syarikat berhak untuk memansuhkan perlindungan di mana Pemegang Sijil diketahui berada dalam kategori orang yang dikecualikan seperti yang dinyatakan di dalam Pengecualian pada tempoh permulaan kontrak. Dalam kes sedemikian, pihak Syarikat akan memulangkan premium yang penuh.  
Pihak Syarikat boleh membatalkan polisi ini dengan memberi notis kepada Orang Yang Diinsuranskan dan /atau Pemegang Sijil dengan menghantar sekurang-kurangnya tiga puluh (30) hari notis kepada alamat terakhir yang tertera di sijil atau sebarang alamat alternatif bertulis yang dimaklumkan kepada pihak Syarikat. Pihak Syarikat akan memberika penerusan perlindungan bagi baki tempoh di mana premium telah diterima di bawah polisi berkenaan.
  - 26. **TUGASAN:** Tiada penyerahhakan kepentingan di bawah polisi ini akan mengikat Syarikat.
  - 27. **TEMPOH PEMBAHARUAN:** Polisi dan Sijil Insurans ini akan bermula pada Tarikh Berkuatkuasa. Premium untuk Sijil Insurans perlu dibayar setiap bulan. Setiap pembelian berbayar premium melindungi untuk bulan kalender berikutnya.
  - 28. **PERUBAHAN RISIKO:** Pemegang Sijil hendaklah memberi notis segera secara bertulis kepada Syarikat tentang sebarang perubahan penting dalam pekerjaan, perniagaan, tugas atau usahanya dan membayar apa-apa premium tambahan yang mungkin diperlukan oleh Syarikat.
  - 29. **KEBENARAN UNTUK MENGGUNAKAN DATA PERIBADI:** Dengan mengemukakan permohonan untuk perlindungan, Pemegang Sijil dengan ini bersetuju dengan pengumpulan maklumat peribadinya oleh Syarikat (sama ada melalui telefon

atau sebaliknya diperoleh) dan maklumat tersebut boleh disimpan, digunakan, atau didedahkan oleh Syarikat atau mana-mana pihak ketiga terpilih untuk tujuan memproses Sijil Insurans ini dan menyediakan perkhidmatan seterusnya untuk ini atau produk dan perkhidmatan kewangan lain. Selain itu, dengan kebenaran nyata Pemegang Sijil, kami mungkin mendedahkan maklumat peribadi Pemegang Sijil kepada pihak ketiga yang terpilih untuk tujuan pemasaran langsung, dan pemadanan data, dan untuk berkomunikasi dengan Pemegang Sijil untuk tujuan tersebut. Pemegang Sijil berhak untuk mendapatkan akses, meminta pembetulan atau menarik balik persetujuannya terhadap penggunaan mana-mana maklumat peribadinya yang dipegang oleh Syarikat.

30. **KEBENARAN UNTUK MENGEMASKINKAN DATA PERIBADI:** Dengan mengemukakan permohonan perlindungan, Pihak Diinsuranskan dan Pemegang Sijil telah bersetuju dan memberi kebenaran kepada Syarikat untuk pertanyaan dan penggunaan butiran pembayaran yang dikemas kini bagi semua kad kredit yang diselenggarakan dengan bank pengeluar yang sama yang menyediakannya. /kemudahan kad kreditnya.
31. **CUKAI PERKHIDMATAN (“CP”):** Jumlah Premium yang perlu dibayar oleh anda untuk Polisi ini termasuk amaun yang dikenakan CP yang telah dibayar oleh anda. CP merujuk kepada sebarang cukai perkhidmatan, cukai nilai tambah, cukai barang dan perkhidmatan, cukai penggunaan, atau cukai, duti, caj atau pengenaan yang serupa dengan apa jua nama yang diketahui, yang dari masa ke semasa dikenakan atau dikenakan bayaran (termasuk apa-apa kenaikan atau berkurangan kepada kadar) oleh mana-mana pihak berkuasa cukai kompeten.
32. **SANKSI:** AIG Malaysia tidak boleh dianggap memberikan perlindungan dan AIG Malaysia tidak bertanggungjawab untuk membayar mana-mana tuntutan atau memberikan apa-apa manfaat di bawah polisi ini yang mana peruntukan perlindungan tersebut, bayaran tuntutan atau peruntukan manfaat akan mendedahkan AIG Malaysia, syarikat induk AIG Malaysia atau entiti yang mengawal AIG Malaysia, terhadap apa-apa sekatan, larangan atau halangan di bawah resolusi Pertubuhan Bangsa-bangsa Bersatu atau sekatan perdagangan atau ekonomi, undang-undang atau peraturan-peraturan Kesatuan Eropah atau Amerika Syarikat.
33. **TANGGUNGJAWAB UNTUK MENZAHIRKAN:** Anda mestilah mengambil kira untuk memastikan bahawa kesemua jawapan kepada soalan-soalan AIG Malaysia adalah penuh, lengkap, tepat, jujur dan sebaik pengetahuan anda. Anda juga mempunyai tugas untuk memaklumkan AIG Malaysia akan sebarang perubahan dalam maklumat yang diberikan kepada kami terlebih dahulu sebelum kami memberikan jadual polisi kepada anda, sebelum anda memperbaharui atau menukar apa-apa terma-terma polisi.

Sekiranya anda tidak membuat sedemikian, AIG Malaysia mungkin akan:

- a) mengistiharkan polisi anda batal dari permulaan (yang bermakna menganggap ia tidak sah) dan AIG Malaysia kemungkinan tidak akan memulangkan premium atau menuntut sebarang premium yang belum dibayar;
- b) membatalkan polisi ini dan memulangkan sebarang premium setelah menolak caj pembatalan kepunyaan AIG Malaysia atau menuntut sebarang premium yang belum dibayar daripada anda;
- c) menuntut sebarang kekurangan dalam premium yang belum dibayar daripada anda;
- d) tidak membayar sebarang tuntutan yang telah dibuat atau akan dibuat terhadap polisi tersebut; atau
- e) berhak untuk menuntut daripada anda jumlah sebarang tuntutan yang telahpun dibayar di bawah polisi tersebut atau sebarang tuntutan yang AIG Malaysia perlu membayar di bawah mana-mana undang-undang yang relevan, termasuk kos untuk menuntut jumlah tersebut.

## SEKSYEN 8 – MANFAAT POLISI

Syarikat akan membayar pampasan kematian akibat Kemalangan atau manfaat Hilang Upaya Kekal Menyeluruh Kemalangan seperti yang dinyatakan dalam Jadual Manfaat. Pembayaran Faedah ini adalah kepada Orang Yang Diinsuranskan dengan serta-merta dan menamatkan perlindungan berkenaan dengan Orang Yang Diinsuranskan tersebut di bawah polisi ini.

### 1) Kematian akibat Kemalangan atau manfaat Hilang Upaya Kekal Menyeluruh

JADUAL PAMPASAN		
Polisi ini melindungi Orang Yang Diinsuranskan berkenaan dengan kejadian berikut mengikut peratusan perlindungan asas atau jumlah seperti yang dinyatakan dalam Jadual Manfaat, mengikut Kecederaan yang ditetapkan, mengakibatkan:		Pampasan (Berdasarkan peratus daripada perlindungan asal)
1. Kematian akibat Kemalangan		100%
2. Hilang Upaya Kekal Menyeluruh		100%

### 2) Manfaat Tunai Kecederaan

	Jadual Pampasan Kecederaan Tunai	Peratus Manfaat
1	<b>Patah</b>	
A.	<b>Pinggul atau Pelvis (tidak termasuk paha atau tulang punggung)</b> Patah berbilang, satu kompaun dan satu lengkap Semua kompaun lain yang patah Patah yang berbilang, sekurang-kurangnya satu patah Semua tulang lain yang patah	60% 30% 15% 12%
B.	<b>Peha atau Tumit</b> Patah berbilang, satu kompaun dan satu lengkap Semua kompaun lain yang patah	30% 24%

	Patah yang berbilang, sekurang-kurangnya satu patah Semua tulang lain yang patah	15% 12%
C.	<b>Lower leg, skull, clavicle, ankle, elbows, upper or lower arm (including wrist but excluding Colles-type fractures)</b> Patah berbilang, satu kompaun dan satu lengkap Semua kompaun lain yang patah Patah yang berbilang, sekurang-kurangnya satu patah Patah tengkorak yang memerlukan campur tangan pembedahan Semua tulang lain yang patah	24% 15% 12% 7.20% 6.00%
D.	<b>Patah jenis Colles pada lengan bawah</b> Kompaun Semua tulang patah	12% 6.00%
E.	<b>Bilah bahu, penutup lutut, sternum, tangan (tidak termasuk jari &amp; pergelangan tangan), kaki (tidak termasuk jari kaki atau tumit)</b> Kompuan Semua tulang patah	12% 6.00%
F.	<b>Lajur Tulang Belakang (Vertebra tetapi tidak termasuk tulang ekor)</b> Semua patah mampatan Semua patah tulang belakang, proses melintang atau pedikel Patah yang membawa kepada kerosakan neurologi kekal Semua patah tulang belakang yang lain	12% 12% 12% 6.00%
G.	<b>Rahang bawah</b> Patah berbilang, satu kompaun dan satu lengkap Semua kompaun lain yang patah Patah yang berbilang, sekurang-kurangnya satu patah Semua tulang lain yang patah	18% 12% 9.60% 4.80%
H.	<b>Tulang rusuk atau rusuk, tulang pipi, tulang punggung, rahang atas, hidung, jari kaki atau jari kaki, jari tangan atau jari</b> Patah berbilang, satu kompaun dan satu lengkap Semua kompaun lain yang patah Patah yang berbilang, sekurang-kurangnya satu patah Semua tulang lain yang patah	9.50% 7.20% 4.80% 2.40%
2	<b>Terbakar</b> Luka bakar darjah 2 bermaksud ketebalan separa kemusnahan kulit akibat melecur pada sekurang-kurangnya 27% permukaan badan Kebakaran darjah 3 bermaksud kemusnahan kulit dengan ketebalan penuh akibat melecur pada sekurang-kurangnya 20% permukaan badan	24%
3	<b>Dislokasi yang memerlukan pembedahan di bawah bius</b> Kehelan yang memerlukan pembedahan di bawah bius dan faedahnya adalah terhad kepada 1 bayaran untuk setiap tulang seperti yang ditetapkan di bawah sepanjang hayat Tulang belakang atau belakang, didiagnosis oleh X-ray (tidak termasuk cakera tergelincir) Punggung Lutut Pergelangan tangan atau siku Buku lali, tulang belikat atau tulang selangka Jari atau jari, jari kaki atau jari kaki, atau rahang Kcederaan Dalaman	48% 30% 15% 12% 6.00% 2.40%
4	<b>Kcederaan Dalaman</b> Mengakibatkan pembedahan abdomen atau toraks terbuka (tidak termasuk hernia). Manfaat terhad kepada satu pembayaran sepanjang hayat polisi ini.	15%
5	<b>Gegaran</b> Trauma kepala mengakibatkan kehilangan kesedaran, amnesia dan lebam pada otak. Manfaat adalah terhad kepada 1 pembayaran sepanjang hayat polisi ini.	15%

(i) Faedah di bawah Faedah Kematian Akibat Kemalangan dan Faedah Tunai Kemalangan dibayar sebagai alternatif. Faedah Tunai Kemalangan tidak akan dibayar sekiranya Faedah Kematian Akibat Kemalangan akan dibayar dalam Kemalangan yang dilindungi.

(ii) Dalam kes Kemalangan yang dilindungi yang melibatkan berbilang Kcederaan, penyelesaian tuntutan akan dikiraberdasarkan (satu) Kcederaan yang memperoleh bayaran Manfaat Tunai Kcederaan tertinggi. Maksimum yang perlu dibayar di bawah Manfaat Tunai Kecelakaan ialah 100%.

(iii) Perlindungan untuk Orang Yang Diinsuranskan di bawah polisi ini tamat secara mutlak apabila Manfaat 100% satu masa

perlu dibayar untuk Orang yang Diinsuranskan itu.

(iv) Faedah Tunai Kecederaan tidak perlu dibayar kerana osteoporosis (kelengaan dan kerapuhan tulang akibat kehilangan protein daripada matriks tulang) atau patah patologi (sebarang patah tulang di kawasan di mana penyakit sedia ada telah menyebabkan kelemahan tulang) jika osteoporosis atau penyakit tulang telah didiagnosis sebelum Tarikh Berkuatkuasa polisi.

### **3. Faedah Tunai Penjagaan Harian (akibat Kemalangan)**

Syarikat hendaklah membayar amaun yang sama dengan Manfaat Tunai Penjagaan Harian yang dinyatakan dalam Jadual Manfaat apabila akibat Kemalangan, Orang Yang Diinsuranskan tidak boleh melakukan apa-apa kerja untuk tempoh berterusan sekurang-kurangnya enam (6) bulan berturut-turut semata-mata disebabkan oleh Kemalangan yang sama:

(i) telah dirawat oleh Doktor atau Perunding dan telah menjalani semua rawatan yang munasabah dan biasa yang ditetapkan termasuk pemulihan untuk Kemalangan;

(ii) Secara kekal tidak dapat melaksanakan sekurang-kurangnya tiga (3) Aktiviti Kehidupan Harian, sama ada dengan atau tanpa menggunakan peralatan mekanikal, peranti khas atau bantuan lain untuk orang kurang upaya.

### **4. Manfaat Tunai Bantuan Hospital (disebabkan oleh Kemalangan)**

Syarikat hendaklah membayar jumlah yang sama dengan Manfaat Tunai Bantuan Hospital yang dinyatakan dalam Jadual Manfaat untuk setiap hari di mana Orang Yang Diinsuranskan berada di dalam Hospital akibat Kemalangan sehingga maksimum dua ratus (200) hari.

### **TAMBAH FAEDAH – Bayaran Balik Perubatan Kemalangan (Jika dibeli oleh Pemegang Sijil)**

Apabila oleh sebab Kecederaan Dilindungi yang dialami semasa Tempoh Insurans, Orang Yang Diinsuranskan hendaklah memerlukan rawatan oleh Doktor atau Perunding, atau pengambilan jururawat berlesen atau siswazah, atau Berkurung di Hospital, tetapi tidak termasuk sebarang rawatan pergigian melainkan rawatan sedemikian semestinya ditanggung untuk gigi yang sihat dan asli dan secara langsung disebabkan oleh Kemalangan yang dilindungi, Syarikat akan membayar balik perbelanjaan sebenar yang ditanggung oleh Orang Yang Diinsuranskan dalam tempoh lima puluh dua (52) minggu dari Tarikh Kehilangan untuk rawatan perubatan tersebut, caj Hospital dan yuran jururawat sehingga jumlah maksimum seperti yang dinyatakan dalam Jadual Faedah DENGAN SYARAT BAHAWA sekiranya Orang Yang Diinsuranskan juga menerima pembayaran balik semua atau sebahagian daripada perbelanjaan tersebut daripada mana-mana sumber lain, polisi ini hanya akan membayar balik jumlah tersebut. melebihi jumlah yang perlu dibayar oleh sumber lain tersebut. Semua tuntutan mesti dibuktikan dan disokong oleh bil dan resit asal.

## DISCLOSURE & POLICY STATEMENT KETERANGAN & KENYATAAN POLISI

1. 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:-*
  - a) The Customer Care Officer of AIG Malaysia Insurance Berhad (200701037463) ("Company") at tel: 1800 88 8811 or fax: 603 2118 0288 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 2118 0288 atau e-mel pada [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.*
  - b) Ombudsman for Financial Services (OFS) at tel: 03-2272 2811 or fax: 03-2272 1577

Any policyholder who is not satisfied with the decision of an insurance company may write to the OFS, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate OFS's reference.

*Ombudsman Perkhidmatan Kewangan (OPK) di tel: 03-2272 2811 atau faks: 03-2272 1577*

*Permohonan polisi yang tidak puas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada OPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada OPK untuk rujukan. An award of the OFS is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the OFS's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the OFS.*

*Pihak Syarikat adalah terikat kepada keputusan OPK. Pemohon polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemohon polisi. Sekiranya pemegang polisi tidak puas hati dengan keputusan OPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan OPK.*

The address is / Alamat ialah:-

### **Ombudsman for Financial Services**

(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur

- c) Laman Informasi Nasihat Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.

Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

*Laman Informasi Nasihat Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-2174 1515.*

*Pemohon polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.*

The address is / Alamat ialah:-

### **Bank Negara Malaysia**

Laman Informasi Nasihat Khidmat (BNMLINK)  
BNMTELELINK, Bank Negara Malaysia  
P.O Box 10922  
50929 Kuala Lumpur

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

*Lawatan Physical: BNMLINK akan menerima pelawat melalui temu janji sahaja. Anda boleh meminta temu janji melalui laman web atau telefon.*

2. By virtue of the Financing Anti-Money Laundering, Anti-Terrorism Act and Proceeds of Unlawful Activities Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at 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 pihak berkuasa yang berkenaan di Bank Negara Malaysia.*

3. 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 kekaburuan 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 dilukut.*

4. **PERSONAL DATA CONSENT :** You are deemed to have read, understood, and consented to the collection and subsequent processing of your personal information by AIG Malaysia (whether obtained during the application process or administration of this policy) in accordance with AIG Malaysia's Privacy Notice as from time to time published on AIG Malaysia's website at <http://www.aig.my/privacy-notice>, a copy of which has also been furnished to you. 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 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 AIG Malaysia, and that the other individuals agree and consent that AIG Malaysia may collect, use and process his/her personal information in accordance with AIG Malaysia'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, PO Box 11768, 50756 Kuala Lumpur, phone: 1800 88 8811, fax: 603 2118 0288 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 AIG Malaysia (sama ada yang diperolehi semasa proses permohonan atau pentadbiran polisi ini) mengikut Notis Privasi AIG Malaysia seperti yang diterbitkan dari semasa ke semasa pada laman web AIG Malaysia di <http://www.aig.my/privacy-notice>, 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 AIG Malaysia, bahawa anda telah memaklumkan kepada individu lain mengenai tujuan maklumat peribadinya boleh dikumpul, digunakan dan didedahkan serta pihak maklumat peribadinya boleh didedahkan oleh AIG Malaysia, dan bahawa individu lain bersetuju dan memberarkan AIG Malaysia mengumpul, menggunakan dan memproses maklumat peribadinya mengikut Notis Privasi AIG Malaysia. Permohonan untuk akses, pembetulan atau menarik balik persetujuan untuk kegunaan maklumat peribadi anda boleh dibuat secara surat: Customer Care, AIG Malaysia Insurance Berhad, PO Box 11768, 50756 Kuala Lumpur, telefon: 1800 88 8811, faks: 603 2118 0288 atau e-mel: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)

### **IMPORTANT NOTICE**

Please take note that a Product Disclosure Sheet is attached to your policy contract:

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 sesalinan Helaian Pendedahan Produk adalah dilampirkan dengan kontrak polisi anda:

Helaian Pendedahan Produk mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa juar terma-terma atau syarat-syarat polisi, sila hubungi Talian Perkhidmatan Pelanggan kami di **1800 88 8811** (Isnin – Jumaat, 9pagi – 5petang)

# PRIVACY NOTICE



AIG Malaysia Insurance Berhad ("AIG Malaysia") together with other affiliates and subsidiary companies of American International Group, Inc. ("AIG") (collectively called "AIG Affiliates") are committed to protecting the privacy of the individuals we encounter in conducting our business. "Personal Data" is information that identifies and relates to you or other individuals (such as your dependants). This Privacy Notice is designed to provide notice of and assist you in understanding why and how AIG Malaysia collects and uses your Personal Data, to whom such data is disclosed and to whom data access requests can be addressed.

## **WHO TO CONTACT ABOUT YOUR PERSONAL DATA**

If you have any questions about our use of your Personal Data you can contact us 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 2118 0288

## **HOW WE COLLECT PERSONAL DATA**

The principal ways we collect Personal Data are through application and claim forms in respect of our insurance products, by phone through telephone applications, e-mails and other communications with us, as well as from other insurers, claim investigators, medical professionals, witnesses and/or other third parties involved in our business dealings with you.

We also collect Personal Data through other means such as:

- this website (the "Site");
- the software applications made available by us for use on or
- through computers and mobile devices (the "Apps");
- our social media pages, including those linked at Social@AIG([http://www.aig.com/socialmedia\\_3171\\_44\\_2101.html](http://www.aig.com/socialmedia_3171_44_2101.html)), and other social media content, tools and applications (our "Social Media Content").

The Site, the Apps and our Social Media Content are collectively referred to below as "AIG Electronic Services".

## **PERSONAL DATA THAT WE COLLECT**

Depending on your relationship with us (for example, as a consumer policyholder; non-policyholder insured or claimant; witness; commercial broker or appointed representative; or other person relating to our business), Personal Data collected about you and other individuals connected to you, may include:

- **General identification and contact information**  
Your name; address; e-mail and telephone details; gender; marital status; family status; date of birth; passwords (including on our systems); educational background; physical attributes; activity records, such as driving records; photos; employment history, skills and experience; professional licenses and affiliations; relationship to the policyholder, insured or claimant; and date and cause of death, injury or disability.
- **Identification numbers issued by government bodies or agencies**  
Identity card number; social security or national insurance number; passport number; employment pass or work permit number; employees' provident fund member number; tax identification number; military identification number; or driver's or other

- license number.
- **Financial information and account details**  
Payment card number; bank account number and account details; credit history and credit score; assets; income; and other financial information.
- **Medical condition and health status**  
Current or former physical or mental or medical condition; health status; injury or disability information; medical procedures performed; personal habits (for example, smoking or consumption of alcohol); prescription information; and medical history.
- **Other sensitive information**  
In certain cases, we may receive sensitive information about your trade union membership, religious beliefs, political opinions, family medical history or genetic information (for example, if you apply for insurance through a third-party marketing partner that is a trade, religious or political organization). In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud, money laundering, drug trafficking or other serious crimes. We may also obtain sensitive information if you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).
- **Telephone recordings**  
Recordings of telephone calls between you and our representatives and call centers.
- **Information enabling us to provide products and services**  
Location and identification of property insured (for example, property address, vehicle license plate or identification number); travel plans; age categories of individuals you wish to insure; policy and claim numbers; coverage/peril details; cause of loss; prior accident or loss history; your status as director or partner, or other ownership or management interest in an organization; and other insurance you hold.
- **Marketing preferences and customer feedback**  
You may let us know your marketing preferences, enter a contest or prize draw or other sales promotion, or respond to a voluntary customer satisfaction survey.
- **Social media information**  
Your social media account ID and profile picture, and other Personal Data that you provide to us through AIG Electronic Services. If you elect to connect your social media account provided by another social media service provider to your account(s) on any of the AIG Electronic Services, Personal Data from your social media account will be shared with us, which may include Personal Data that is part of your social media account profile or your friends' profiles.

## **HOW WE USE PERSONAL DATA**

Our overriding principle is only to collect Personal Data which we believe to be relevant and required to understand your insurance needs, to conduct our business and to provide better customer service and products.

The particular purposes for which we may collect and use Personal Data includes:

- To communicate with you and others as part of our business. To provide insurance, financial services or related products and services to you and administer, maintain, manage and operate such products and/or services including any renewals.

- To send you important information regarding changes to our policies, other terms and conditions, renewal of policies, AIG Electronic Services and other administrative information.
- To process, assess and determine any applications or requests made by you for insurance products or services.
- For any purposes in connection with any claims made under any insurance products or in respect of any services provided by AIG Malaysia or AIG Affiliates, including without limitation making, defending, analyzing, assessing, processing, determining, settling, responding to and managing such claims.
- To assess your eligibility for payment plans, and process your premium and other payments.
- To provide improved quality, training and security (for example, with respect to recorded or monitored phone calls to our contact numbers).
- To prevent, detect and investigate crime, including fraud and money laundering, and analyze and manage other commercial risks.
- To carry out market research and analysis, including satisfaction surveys.
- To provide marketing information to you (including information about other products and services offered by selected third-party partners) in accordance with preferences you have expressed, if any.
- To personalize your experience on AIG Electronic Services by presenting information and advertisements tailored to you.
- To identify you to anyone to whom you send messages through AIG Electronic Services.
- To allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Data, so we suggest that you read these carefully.
- To manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; data and website hosting; business continuity; and records, document and print management.
- To resolve complaints, and handle requests for data access or correction.
- To comply with applicable laws and regulatory obligations (including laws outside of Malaysia), such as those relating to anti-money laundering and anti-terrorism; comply with legal process; and respond to requests from public and governmental authorities (including those outside of Malaysia).
- For audit, compliance, investigation and inspection purposes.
- For matching any Personal Data held by AIG Malaysia or AIG Affiliates relating to you from time to time for any of the purposes listed in this Privacy Notice.
- To meet the requirements to make disclosure pursuant to any law binding on AIG Malaysia or any of the AIG Affiliates 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.
- To conduct 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.
- To conduct credit checks on you, such as analyzing, verifying, and/or checking your credit, payment and/or status in relation to your ability to use the services.
- To carry 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 AIG Malaysia.
- To determine 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
- To enable an actual or proposed purchaser, assignee, transferee, participant or sub-participant of AIG Malaysia or any of AIG Affiliates' rights or business to evaluate the transaction intended to be the subject of reorganization, merger, sale, joint venture, assignment transfer, participation or sub-participation.
- To establish and defend legal rights; to protect AIG Malaysia's operations or those of any AIG Affiliates or insurance business partners, our rights, privacy, safety or property, and/or that of AIG Affiliates, you or others; and to pursue available remedies or limit our damages.
- To exercise any rights AIG Malaysia or AIG Affiliates may have in connection with the provision of insurance products and services to you.

## **INTERNATIONAL TRANSFER OF PERSONAL DATA**

Due to the global nature of our business, for the purposes set out above we may transfer Personal Data internationally to parties located in other countries that have a different data protection regime than is found in Malaysia. Personal Data collected by AIG Malaysia is likely to be transferred to places outside of Malaysia (such as to AIG or AIG secure data centers, AIG Affiliates, service providers, business partners and governmental or regulatory authorities) in order to carry out the purposes, or directly related purposes, for which the Personal Data was collected.

## **SHARING OF PERSONAL DATA**

AIG Malaysia may make Personal Data available to:

- **Our group companies**  
For a list of AIG Affiliates that may have access to and use of Personal Data, please refer to: [http://www.aigcorporate.com/AIG\\_All\\_Entities.pdf](http://www.aigcorporate.com/AIG_All_Entities.pdf). AIG Malaysia is responsible for the management and security of jointly used Personal Data. Access to Personal Data within AIG Malaysia is restricted to those individuals who have a need to access the information for our business purposes.
- **Other insurance and distribution parties**  
In the course of marketing and providing insurance, and processing claims, we may make Personal Data available to third parties such as other insurers; reinsurers; insurance and reinsurance brokers and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.
- **Our service providers**  
External third-party service providers, such as medical professionals, accountants, actuaries, auditors, experts, lawyers and other outside professional advisors; travel and medical assistance providers; call center service providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and 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 similar third-party vendors and outsourced service providers that assist us in carrying out business activities.

- **Recipients of your social sharing activity**

Your friends associated with your social media account, other website users and your social media account provider, in connection with your social sharing activity, such as if you connect your social media account provided by another social media service provider to your AIG Electronic Services account or log into your AIG Electronic Services account from another social media account. By connecting your AIG Electronic Services account and your other social media account you authorize us to share data with the provider of your other social media account and you understand that the use of the data we share will be governed by the other service provider's social media website's privacy policy. If you do not want your Personal Data shared with other users or with your other social media account provider, please do not connect your other social media account with your AIG Electronic Services account and do not participate in social sharing on AIG Electronic Services.

- **Governmental authorities and third parties involved in court action**

We may also share Personal Data with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside Malaysia; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside Malaysia; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our group companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; (g) to allow us to pursue available remedies or limit our damages; and (h) for audit, compliance, investigation and inspection purposes

- **Other Third Parties**

We may share Personal Data with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and 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 reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock. To check information provided, and to detect and prevent fraudulent claims, Personal Data (including details of injuries) may be shared with other insurers when dealing with claims to detect, prevent and investigate fraud.

Personal Data may also be shared by you, on message boards, chat, profile pages and blogs, and other AIG Electronic Services to which you are able to post data and materials. Please note that any data you post or disclose through these services will become public information, and may be available to visitors and users of the AIG Electronic Services and to the general public. We urge you to be very careful when deciding to disclose your Personal Data, or any other information, when using AIG Electronic Services.

## **SECURITY**

AIG Malaysia will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for

example, if you feel that the security of any Personal Data you might have with us has been compromised), please immediately notify us. (See the "Who to Contact About Your Personal Data" section above.)

When AIG Malaysia provides Personal Data to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Data.

## **RETENTION OF PERSONAL DATA**

AIG Malaysia takes reasonable steps to ensure that the Personal Data we process is reliable for its intended use, and as accurate and complete as is necessary to carry out the purposes described in this Privacy Notice. AIG Malaysia will retain Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Notice unless a longer retention period is required or permitted by law.

## **PERSONAL DATA OF OTHER INDIVIDUALS**

If you provide Personal Data to AIG Malaysia regarding other individuals, you agree: (a) to inform the individual about the content of this Privacy Notice; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross- border transfer) of Personal Data about the individual in accordance with this Privacy Notice.

## **MARKETING PREFERENCES**

We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to you. You can also contact us by e-mail at [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com) or by writing to AIG Malaysia Insurance Berhad at P O Box 11768, 50756 Kuala Lumpur to tell us your marketing preferences and to opt-out.

If you no longer want to receive marketing-related e-mails from AIG Malaysia on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on the link to "unsubscribe" provided in each e-mail or by contacting us at the above addresses.

We aim to comply with your opt-out request(s) within a reasonable time period. Please note that if you opt-out as described above, we will not be able to remove your Personal Data from the databases of third parties with whom we have already shared your Personal Data (i.e., to those to whom we have already provided your Personal Data 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 administrative communications from which you cannot opt-out.

## **ACCESS AND CORRECTION REQUESTS, QUESTIONS AND CONCERNs**

In certain countries, an individual may have the right to access, correct, object to the use of, or request deletion or suppression of Personal Data on certain grounds. Please contact us as set out in the "Who to Contact About Your Personal Data" section above with any such requests or if you have any questions or concerns about how we process Personal Data. Please note that some Personal Data may be exempt from access, correction, objection, deletion or suppression rights in accordance with local privacy and data protection laws.

## **OTHER INFORMATION WE COLLECT THROUGH AIG ELECTRONIC SERVICES**

"Other Information" is any information that does not reveal your specific identity, such as:

- Browser and electronic device information;
- App usage data;
- Information collected through cookies, pixel tags and other technologies;
- Demographic information and other information provided by you; and
- Aggregated information

We and our third-party service providers may collect Other Information in a variety of ways, including:

- Through your internet browser or electronic device: Certain information is collected by most websites, such as your IP address (i.e., your computer's address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, electronic device manufacturer and model, language, time of the visit and the page(s) visited, name and version of the AIG Electronic Services (such as the App) you are using. We use this information to ensure that the AIG Electronic Services function properly.
- Through your use of the Apps: when you download and use the Apps, we and our service providers may track and collect App usage data, such as the date and time the Apps on your electronic device accesses our servers and what information and files have been downloaded to the Apps based on your device number.
- Using cookies: Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent using the AIG Electronic Services, pages visited, language preferences and relevant country website. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the AIG Electronic Services, or to gather statistical information about the usage of the AIG Electronic Services. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc, trading as DoubleClick. For more information on the DoubleClick cookie, or to opt out from the DoubleClick advertisement cookie please visit: <http://www.google.com/privacy/ads/>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use the AIG Electronic Services and some online products.

- Using pixel tags, web beacons, clear GIFs or other similar technologies: These may be used in connection with some AIG Electronic Services and HTML-formatted e-mail messages to, among other things, track the actions of users of the AIG Electronic Services and e-mail recipients, measure the success of our marketing campaigns and compile statistics about usage of the AIG Electronic Services and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to them beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to Opt-Out, go to <http://www.omniture.com/privacy/policy#optout>.

- Physical Location: Subject to applicable law, we may collect information regarding the physical location of your electronic device by, for example, using satellite, mobile/cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content. Subject to your marketing preferences as indicated to us or applicable law, we may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized

content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content.

- From you: Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with Personal Data, this information does not personally identify you.
- By aggregating information: We may aggregate and use certain information (for example, we may aggregate information to calculate the percentage of our users who have a particular telephone area code).

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as Personal Data under applicable law, then, in addition to the uses listed in the "Other Information We Collect" section above, we may use and disclose Other Information for all the purposes for which we use and disclose Personal Data.

### THIRD PARTY WEBSITES

This Privacy Notice does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site to which this AIG Electronic Services link. The inclusion of a link on AIG Electronic Services does not imply endorsement of the linked site by us or by our group companies.

Please note that we are not responsible for the collection, usage and disclosure policies and practices (including the information security practices) of other organizations, such as Facebook®, Twitter®, Apple®, Google®, Microsoft®, RIM/Blackberry® or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or electronic device manufacturer, including any Personal Data you disclose to other organizations through or in connection with the AIG Electronic Services.

### USE OF AIG ELECTRONIC SERVICES BY MINORS

AIG Electronic Services are not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Data through AIG Electronic Services.

### CHANGES TO THIS PRIVACY NOTICE

We review this Privacy Notice regularly and reserve the right to make changes at any time to take account of changes in our business and legal requirements. We will place updates on our website: <https://www.aig.my/privacy-notice>

Please take a look at the "LAST UPDATED" date at the top of this Privacy Notice to see when it was last revised; any change will be effective immediately upon being posted on our website: <https://www.aig.my/privacy-notice>.