AIG MALAYSIA INSURANCE BERHAD

MyAngkasa Accident Personal Hospital Income Plan

Policy Wordings

MyAngkasa Accident Personal Hospital Income Plan

SCHEDULE OF BENEFITS	
Benefit (Accident Cover)	Compensation (RM)
Daily Hospital Income (per Day, up to 200 Days)	250
Daily Hospital Income in an Intensive Care Unit (per Day, up to 90 Days)	800
Pre-Hospitalisation Diagnostic Test (31 consecutive Days prior to Hospitalisation)	1,000
Surgical Cash (per Surgery, up to a maximum of 2 Surgeries per annum)	3,000
Home Nursing (per visit, limited to 1 visit per Day and up to 10 Days)	150
In-Hospital Doctor Visit (per Day, up to 10 Days)	100

ABOUT THIS POLICY

This Policy is issued to the Master Policyholder for the benefit of the Certificate Holder upon the terms and conditions set out within. This Policy, together with the Certificate of Insurance and Schedule of Benefits shall be read together to form an entire contract between the Certificate Holder and the Company. The Company agrees to provide the Certificate Holder the insurance coverage as described in this Policy provided that the Master Policyholder pays the premium when due and the Company agrees to accept it subject to the terms and conditions of this Policy.

The Certificate Holder is advised to read this Policy carefully together with the Certificate of Insurance and Schedule of Benefits to ensure that the Certificate Holder understands the terms and conditions and that the coverage meets the Certificate Holder's requirements.

Please contact the Company if the Certificate Holder requires any further information after reading this Policy.

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

ONGOING DUTY OF DISCLOSURE

CONSUMER INSURANCE CONTRACT

Where the Master Policyholder and Certificate Holder have applied for this insurance wholly for purposes unrelated to their trade, business or profession, the Master Policyholder and Certificate Holder have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form or when they applied for this insurance i.e. the Master Policyholder and Certificate Holder should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in the cancellation of the contract of insurance, refusal or reduction of claim(s), change of terms or termination of the contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. The Master Policyholder and Certificate Holder are also required to disclose any other matters that they know to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied. The Master Policyholder and Certificate Holder also have a duty to inform the Company immediately if at any time after the contract of insurance has been entered into, varied or renewed with the Company, any of the information given in the proposal form or any other document related to this insurance is inaccurate or has changed.

NON-CONSUMER INSURANCE CONTRACT

Where the Master Policyholder and Certificate Holder have applied for this insurance for purposes related to their trade, business or profession, the Master Policyholder and Certificate Holder have a duty to disclose any matter that they know to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in the cancellation of their contract of insurance, refusal or reduction of claim(s), change of term(s) or termination of the contract of insurance. The Master Policyholder and Certificate Holder also have a duty to inform the Company immediately if at any time after the contract of insurance has been entered into, varied or renewed with the Company, any of the information given in the proposal form or any other document related to this insurance is inaccurate or has changed.

Failure to comply with the section 'Consumer Insurance Contract' and 'Non-Consumer Insurance Contract' may:

1. void this Policy from inception (which means treating it as invalid) and the Company may not return the premium or may recover any unpaid premium;

2. result in refusal or reduction of claims that has been or will be made under the Policy;

3. change the terms of this Policy;

4. terminate this Policy and return any premium less the Company's cancellation charge or recover any unpaid premium;

5. entitle the Company to recover any shortfall in premium;

6. entitle the Company to recover from the Master Policyholder and Certificate Holder the total amount of any claim already paid under the Policy or any claim the Company has to pay under any relevant legislation, plus any recovery costs.

ELIGIBILITY

All requirements as specified in this section of this Policy must be continuously satisfied by the Certificate Holder in order to be eligible for coverage under this Policy.

AGE

- (a) Entry age for an adult under this Policy is 18 to 60 years of age (inclusive).
- (b) The Policy can be renewed for each Certificate Holder up to the age of 65 years (inclusive).

Note: All ages refer to the age as of the Certificate Holder's last birthday.

RESIDENCY

To be eligible for cover under this Policy, the Certificate Holder must be residing in Malaysia and is:

- (a) A Malaysian citizen;
- (b) A Malaysian permanent resident; or
- (c) A holder of a valid employment pass (of which the place of employment must be in Malaysia during the Policy Period) or a dependent pass granted by the relevant Government authority.

OCCUPATION

Occupations other than those listed under 'General Policy Exclusions, Item 2'.

GENERAL POLICY DEFINITIONS

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

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

- 1. Accident or Accidental means a sudden, fortuitous, violent, visible and specific event caused externally to the body which occurs at an identifiable time and place during the Policy Period.
- 2. Activities of Daily Living mean:
 - (a) Washing the ability to bath, or shower or wash by other means;
 - (b) **Dressing -** 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;
 - (c) Feeding the ability to eat food after its preparation and being made available;
 - (d) **Toileting -** the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances, if appropriate;
 - (e) Mobility the ability to move indoors from room to room on level surfaces; and
 - (f) **Transferring -** the ability to move from a bed to an upright chair or wheelchair, and vice versa.
- 3. Aggregate Period means the maximum number of Days for which a benefit is payable as shown in the Schedule of Benefits.
- 4. **Benefit** means the benefit listed in the Schedule of Benefits and which are subject to the terms and conditions as stated under this Policy respectively.

- 5. Certificate of Insurance means the document showing details of the Policy Period, Benefits under this Policy and the particulars of the Certificate Holder.
- 6. Certificate Holder means the person covered under this Policy who:
 - a. is an eligible cooperative member of the Master Policyholder;
 - b. has been named in the Certificate of Insurance; and
 - c. has paid the applicable premium to enjoy the Benefits of coverage provided under this Policy
- 7. Chronic Condition means a condition that is expected to persist for the remainder of the Certificate Holder's natural life.
- 8. **Claimant** means the Certificate Holder or the Certificate Holder's legal representative, as applicable, making a claim against this Policy.
- 9. Company refers to AIG Malaysia Insurance Berhad (200701037463).
- 10. Compensation refers to the maximum amount payable for a Benefit as shown in the Schedule of Benefits.
- 11. Day means a completed period of 24 hours.
- 12. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorised by the medical licensing authority in the Usual Country of Residence or in the country which treatment is being sought, to provide medical or surgical service within the scope of their license, specialised accreditation and training. The doctor cannot be the Certificate Holder, the Certificate Holder's business partner or agent, the Certificate Holder's employee or an Immediate Family Member.
- 13. Endorsement means a written notice stating an amendment, deletion or addition made to this Policy.
- 14. Home shall mean the Certificate Holder's usual place of residence in Malaysia.
- 15. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery (including operating theatres) in the premises of the hospital and having 24 hours daily nursing service by registered graduate Nurses, under the supervision of Doctor(s) and is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centre, a place used for custodial care, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.
- 16. Hospitalisation means the admission of the Certificate Holder to a Hospital as an In-patient during the Policy Period.
- 17. **Immediate Family Member** means the Certificate Holder's spouse, parent, parent-in-law, grandparent, child(ren), son-in-law, daughter-in-law, brother or sister, stepparent, stepdaughter, stepson, grandchild, legal guardian.
- 18. **Infectious Diseases** means health disorders or infections caused by pathogenic microorganisms, such as bacteria, viruses, fungi or parasites. Infectious diseases can be passed from person to person, can be transmitted by insects or other animals or by consuming contaminated food or water or while being exposed to organisms in the environment.
- 19. **Injury** means an identifiable physical injury which is sustained by the Certificate Holder during the Policy Period and is caused by an Accident solely and independently of any other causes including any Sickness (except sickness directly resulting from medical or surgical treatment rendered necessary by such injury), pre-existing or congenital condition. Injury includes:

(a) Accidental drowning;

(b) Accidental suffocation or inhalation of smoke, poisonous fumes or gases. This does not extend to

include air pollution or atmospheric phenomenon including but not limited to haze, smog, and the like. 'General Policy Exclusions, Item 14' continues to apply; or

- (c) Any injury directly resulting from animal or insect bites. This excludes any claims in connection with any Infectious Diseases.
- 20. **In-patient** means the Certificate Holder is confined in a Hospital for a continuous period as a registered patient for medically necessary treatments for at least one Day and such confinement is certified as necessary by the attending Doctor.
- 21. Intensive Care Unit means a section within a Hospital that is designated as an intensive care unit. It is solely dedicated for the treatment of patients who are in a critical medical condition who require constant and close monitoring of the vital body functions in a Hospital, which provides a high ratio of nursing staff to patients, which has full facilities for the resuscitation of patients and provides special nursing and medical services not available elsewhere in the Hospital.
- 22. Master Policyholder means Angkasa (Angkatan Koperasi Kebangsaan Malaysia Berhad).
- 23. **Master Policy Schedule** means the document issued together with this Policy detailing the particulars of the Master Policyholder, Policy Period and Benefits under this Policy.
- 24. Medically Necessary shall mean a medical service provided by a Doctor which is:
 - (a) consistent with the diagnosis and customary medical treatment for a covered Injury; and
 - (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits; and
 - (c) not for the convenience of the Certificate Holder or Doctor and unable to be reasonably rendered out of Hospital (if admitted as an In-patient); and
 - (d) not of an experimental, investigational, research, preventive or screening in nature; and
 - (e) for which charges are fair and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Injury in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the Certificate Holder's Injury..
- 25. **Nurse** shall mean a person who is legally certified with a nursing qualification and registered with the relevant statutory nursing council to provide nursing services within the scope of their licensing and training in the geographical area of practice. The attending Nurse cannot be the Certificate Holder, the Certificate Holder's business partner or agent, Certificate Holder's employee or an Certificate Holder's Immediate Family Member.
- 26. **Ombudsman for Financial Services (OFS)** refers to an independent body that provides a free and efficient avenue to help resolve financial disputes between the Master Policyholder / Certificate Holder and the Company under this Policy as an alternative to the Malaysian courts.
- 27. **Policy** refers to this insurance contract which consists of the Policy Wordings, the Certificate of Insurance, the latest Schedule of Benefits and any other documents the Company may issue to the Certificate Holder that will form part of this Policy (e.g., Endorsements).
- 28. Policy Effective Date refers to the later of:
 - (a) the Policy Start Date as shown on the Certificate of Insurance;
 - (b) the date as shown on the Endorsement;
 - (c) the first date the Certificate Holder was covered under this Policy;
 - (d) the effective date any additional cover or a change in Plan is granted to the Certificate Holder while they are covered under this Policy as shown in the Endorsement; or
 - (e) the last reinstatement date of this Policy as shown in the Endorsement.
- 29. **Policy Period** means the period the Certificate Holder is covered under this Policy and shall commence on the later of the Policy Start Date or the last renewal date and such period will end when they cease

to be the Certificate Holder or when the Policy is cancelled or not renewed.

- 30. **Policy Schedule** refers to the document showing details of the Policy Period and the particulars of the Insured Person and eligible Insured Persons.
- 31. **Policy Start Date** means the date specified in the Certificate of Insurance on which the cover under this Policy commences.
- 32. Pre-Existing Condition is any injury, sickness or other conditions:
 - (a) for which the Certificate Holder has sought or received treatment, medication, advice or diagnosis in the 2 years before the Policy Effective Date;
 - (b) which first manifested itself, worsened, became acute or presented signs or symptoms in the 2 years prior to the Policy Effective Date which would have caused a reasonable person to seek diagnosis, care or treatment; or
 - (c) which is a Chronic Condition or cancer diagnosed before the Policy Effective Date.
- 33. **Premium Due Date** means the date on which premium is due to be paid by the Certificate Holder for this Policy. In respect of the:
 - (a) First premium The first premium is due on the next day following the day the Certificate Holder agrees to purchase this Policy.
 - (b) Monthly renewal premium Monthly renewal premiums are due on the first day of each month.
 - (c) Reinstatement The premium for reinstatement of Policy is due on the next working day following the Company's approval of the Certificate Holder's request to reinstate the Policy. If the premium is not paid, the Policy will be rendered null and void.
- 38. Schedule of Benefits means the table of Benefits applicable to this Policy.
- 39. **Sickness** means an illness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, Sickness includes Infectious Diseases, heatstroke, decompression sickness, hypothermia and mountain sickness.
- 40. **Surgery** shall mean any of the following medical procedures:
 - (a) To incise, excise or electro-cauterize any organ or body part, except for dental services;
 - (b) To repair, revise, or reconstruct any organ or body part;
 - (c) To reduce by manipulating a fracture or dislocation; or
 - (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.
 - This excludes any dental or oral surgeries unless they are direct consequences of an Accident.
- 41. **Usual Country of Residence** means Malaysia, in which the Certificate Holder is a resident of either as a citizen or registered as a permanent resident or holds at the time of claim a valid employment or dependent permit granted by the relevant government authority.
- 42. War shall mean declared or undeclared hostile action between two or more nations or states.

BENEFITS

BENEFIT 1: DAILY HOSPITAL INCOME

If the Certificate Holder sustains an Injury and is Hospitalised, the Company will pay the Compensation as stated in the Schedule of Benefits for each Day the Certificate Holder spends as an In-patient. This Benefit is not payable for any Hospitalisation in an Intensive Care Unit.

Compensation under this Benefit shall continue up to the Aggregate Period or until the Certificate Holder is discharged from the Hospital as an In-patient, whichever occurs first.

This policy will only pay for a claim either under this benefit or under 'Benefit 2: Daily Hospital Income in an Intensive Care Unit' but not both.

CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

- 1. This Benefit is payable only if the Hospitalisation commences during a valid Policy Period.
- 2. This Benefit is payable for one Injury only, regardless of the number of Injuries sustained in any one Accident during the same Hospitalisation period.
- 3. Any Hospitalisation of the Certificate Holder must be evidenced by the Certificate Holder's Hospital discharge summary or Hospital billing statement and medical report(s).
- 4. Subsequent periods of Hospitalisation for the same Injury are considered to be part of the same claim and subject to the same Aggregate Period, provided that:
 - (a) each subsequent Hospitalisation occurs while this Policy is in force.
 - (b) the time between the different Hospitalisation periods does not exceed 90 consecutive Days.

BENEFIT 2: DAILY HOSPITAL INCOME IN AN INTENSIVE CARE UNIT

If the Certificate Holder sustains an Injury and is Hospitalised in an Intensive Care Unit, the Company will pay the Compensation as specified in the Schedule of Benefits for each Day the Certificate Holder spends as an In-patient.

Compensation under this Benefit shall continue up to the Aggregate Period or until the Certificate Holder is discharged as an in-patient from the Intensive Care Unit, whichever occurs first.

This Policy will only pay for a claim either under this Benefit or under 'Benefit 1: Daily Hospital Income' but not both.

Once the Hospitalisation in an Intensive Care Unit exceeds the Aggregate Period as specified in the Schedule of Benefits, payment under this Benefit will cease but will continue to be payable under 'Benefit 1: Daily Hospital Income' subject to the applicable conditions.

CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

- 1. This Benefit is payable only if the Hospitalisation in an Intensive Care Unit commences during a valid Policy Period.
- 2. This Benefit is payable for one Injury only, regardless of the number of Injuries sustained in any one Accident during the same Hospitalisation period.
- 3. Any Hospitalisation in an Intensive Care Unit of the Certificate Holder must be evidenced by the Certificate Holder's Hospital discharge summary or Hospital billing statement and medical report(s).
- 4. Subsequent periods of Hospitalisation in an Intensive Care Unit for the same Injury are considered to be part of the same claim and subject to the same Aggregate Period, provided that:
 - (a) each subsequent Hospitalisation in an Intensive Care Unit occurs while this policy is in force.
 - (b) the time between the different Hospitalisation periods in an Intensive Care Unit does not exceed 90 consecutive days.

BENEFIT 3: PRE-HOSPITALISATION DIAGNOSTIC TEST

If the Certificate Holder sustains an Injury and requires Medically Necessary diagnostic tests which consequently results in Hospitalisation for the Injury sustained, the Company will reimburse the expenses incurred to conduct the pre-Hospitalisation diagnostic tests up to the Compensation as specified in the Schedule of Benefits provided that the tests occur within the number of Days preceding the Hospitalisation as specified in the Schedule of Benefits. This Benefit does not cover the costs incurred for the Doctor's consultation or any medication prescribed.

CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

For this Benefit to be payable, there must be a valid claim payable under 'Benefit 1: Daily Hospital Income' or 'Benefit 2: Daily Hospital Income in an Intensive Care Unit'.

BENEFIT 4: SURGICAL CASH

If the Certificate Holder is Hospitalised as an In-patient after sustaining an Injury and subsequently requires a Medically Necessary Surgery as recommended by the attending Doctor, the Company will pay a Compensation as specified in the Schedule of Benefits.

CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

- 1. For this Benefit to be payable, the Surgery procedure undergone by the Certificate Holder must be supported with a Doctor's written recommendation and evidenced by the Certificate Holder's Hospitalisation discharge summary or Hospital billing statement and medical report(s).
- 2. This Benefit is payable up to the maximum number of Surgeries as specified in the Schedule of Benefits in a 12-month period.
- 3. For this Benefit to be payable, there must be a valid claim payable under 'Benefit 1: Daily Hospital Income' or 'Benefit 2: Daily Hospital Income in an Intensive Care Unit'.

BENEFIT 5: HOME NURSING

If the Certificate Holder sustains an Injury and is Hospitalised for a minimum period of 3 consecutive Days and upon discharge, the attending Doctor certifies in writing that the Certificate Holder is unable to perform at least 2 out of 6 Activities of Daily Living and requires to engage the services of a Nurse to care for the Certificate Holder at their Home post Hospitalisation, the Company will pay Compensation for one visit per Day by a Nurse as specified in the Schedule of Benefits, up to a maximum of 10 visits by the Nurse to the Certificate Holder's Home for any one Accident, provided that the first visit by the Nurse occurs within 7 Days following the date of the Certificate Holder's discharge from the Hospital.

Compensation under this Benefit shall continue up to the Aggregate Period or until such nursing care is no longer Medically Necessary for the Certificate Holder, whichever occurs first.

CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

- 1. For this Benefit to be payable, there must be a valid claim payable under 'Benefit 1: Daily Hospital Income' or 'Benefit 2: Daily Hospital Income in an Intensive Care Unit'.
- 2. This Benefit is payable only if the first visit by the Nurse occurs within 7 Days following the date of the Certificate Holder's discharge from the Hospital.
- 3. For this Benefit to be payable, Certificate Holder must be Hospitalised for a minimum period of 3 consecutive Days.
- 4. For this Benefit to be payable, the Company must be provided with a Doctor's report stating that the Certificate Holder is unable to perform at least 2 out of 6 Activities of Daily Living for a continuous and uninterrupted period of time and the receipts from the nursing care service provider for the expenses incurred.
- 5. Any Hospitalisation of the Certificate Holder must be evidenced by the Certificate Holder's Hospital discharge summary or Hospital billing statement and medical report(s).
- 6. This Benefit is payable either until the Doctor certifies that the Certificate Holder is fit and does not require nursing care or up to the Aggregate Period, whichever occurs first.

BENEFIT 6: IN-HOSPITAL DOCTOR VISIT

If the Certificate Holder sustains an Injury and is Hospitalised, the Company will pay a Compensation as specified in the Schedule of Benefits for each Day a Doctor visits the Certificate Holder whilst the Certificate Holder spends as an In-patient.

Compensation under this Benefit shall continue up to the Aggregate Period or until the Certificate Holder is discharged from the Hospital as an In-patient, whichever occurs first.

CONDITIONS - IN ADDITION TO THE GENERAL POLICY CONDITIONS APPLYING TO ALL SECTIONS

This Benefit is payable only in the event of a valid claim under 'Benefit 1: Daily Hospital Income' or 'Benefit 2: Daily Hospital Income in an Intensive Care Unit' for the period of Hospitalisation for the same Injury.

GENERAL POLICY EXCLUSIONS

The following exclusions apply to all parts of this Policy.

The Company shall not pay under this Policy any claim arising from, resulting in or in connection with:

- Any Injury arising out of, or in the course of the occupational duty and/or related activities as a member of the armed forces, police, security guards, bodyguards, fire and rescue department, or any peace keeping uniformed group (for example, auxiliary police or auxiliary security staff);
- 2. Any persons engaged in occupations with high risk or exposure to hazardous conditions are not covered under this Policy. This would include but is not limited to the following occupations:
 - (a) Professional sports person when the Certificate Holder could or would earn income or remuneration from engaging in such sport;
 - (b) Pilots or crew of any air or water vessel;
 - (c) Off-shore work or activities including oil rig work;
 - (d) Loggers and sawmill workers or workers using woodworking machinery;
 - (e) Workers handling boilers, pressure vessels or crane operators;
 - (f) Workers engaged in construction of dams, bridges, tunnels or underground work;
 - (g) Miners and quarry workers;
 - (h) Work that involves heavy machinery, explosives or hazardous materials or chemicals;
 - (i) Fisherman, stevedores, stuntman, circus performers, jockey and racing drivers;
 - (j) Window cleaners and steeplejacks;
 - (k) Construction workers involved in heavy machinery;
 - (I) Any manual work at heights exceeding 24 feet; or
 - (m) Other occupations like those characterised above and which place the Certificate Holder at risk of Injury necessitating specialist equipment (e.g., harness) or protective gear to keep them safe.
- 3. Certificate Holder's:
 - (a) Pre-Existing Condition or any complications arising from it;
 - (b) failure to follow medical advice given by a Doctor;
 - (c) pregnancy, miscarriage, abortion, childbirth, sterilization, contraception as well as treatment for infertility or birth control treatments or any complications;
 - (d) congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
 - (e) mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance disorder, anxiety, stress or depression.
- 4. Any Sickness.
- 5. Any Injury arising directly or indirectly due to osteoporosis.
- 6. Any Hospitalisation or expenses for:
 - (a) any routine health checks,
 - (b) any diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health,
 - (c) any treatment or investigation of a preventive nature, vaccinations, acupuncture,
 - (d) any treatment which is not medically necessary; or
 - (e) any dental treatments.
- 7. Any sexually transmitted diseases, 'Acquired Immunodeficiency Syndrome' ("AIDS"), AIDS-related complex or, any infection by 'Human Immunodeficiency Virus' ("HIV") or any type of venereal disease.
- 8. The Certificate Holder committing or attempting to commit any criminal or illegal act (including traffic offences).
- 9. The Certificate Holder's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.

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- 10. Any engagement or participation by the Certificate Holder in a strike, riot or civil commotion.
- 11. The Certificate Holder engaging, practicing, training or participating in:
 - (a) underwater activities which ordinarily require the use of artificial breathing apparatus. This exclusion does not apply to recreational scuba diving whereby:
 - (i) the Certificate Holder dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
 - (ii) the Certificate Holder holds a PADI certification (or equivalent qualification) and dives with a buddy who holds a PADI certification (or equivalent qualification).
 - (b) racing other than on foot, stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered;
 - (c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare-paying passenger in a commercial aircraft licensed to carry passengers; or
 - (d) any extreme sports or activity that presents a high level of inherent danger (i.e., involving exceptional speed and height, high level of expertise, exceptional physical exertion, or highly specialised gear) or of personal risk. This shall include but not be limited to:
 - (i) any mountaineering; involving climbing harnesses, belay or rappel devices ropes and guides; or
 - (ii) any activity or trekking above 3,000 meters;
 - (iii) big wave surfing;
 - (iv) winter activities like luging, bobsleighing, ski or snow board jumping or stunts;
 - (v) bicycle, motor, air or sea craft speed trials or stunts;
 - (vi) canoeing/kayaking and white and black water rafting in grade 4 or higher rapids;
 - (vii) cliff jumping, horse jumping, horse polo or any aerobatics; and
 - (viii) hunting trips, caving or pot holing. It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and conducted under the supervision of qualified licensed personnel of a registered tour operator.
- 12. Cosmetic, plastic surgery or elective surgery or treatment.
- 13. Any Injury sustained whilst the Certificate Holder is riding on a motorcycle without a safety helmet either as a rider or pillion-rider.
- 14. Nuclear, biological or chemical incidents as outlined below:
 - (a) any nuclear explosion including all effects thereof or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof; or
 - (c) a terrorist, criminal or other malicious entity's dispersal or application of pathogenic or poisonous biological or chemical materials or the release of pathogenic or poisonous biological or chemical materials.
- 15. Any deliberate provocation by the Certificate Holder against another person that results in the Injury.
- 16. The Certificate Holder being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
- 17. Any War, civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), insurrection, rebellion or revolution.

GENERAL POLICY CONDITIONS

1. Condition Precedent to Liability

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

2. Reasonable Care

The Certificate Holder must take all reasonable steps to prevent and mitigate any accident or loss.

3. Governing Law Jurisdiction

This Policy is governed by the laws of Malaysia and any dispute or action in connection therewith shall be conducted and determined in Malaysia.

4. Dispute Resolution

Any dispute or differences which may arise between the Certificate Holder and the Company on any matters relating to this Policy involving amounts exceeding RM250,000 shall be referred to the Malaysian courts. Any dispute or difference where the disputed amount is less than or equal to RM250,000, the Master Policyholder or Certificate Holder may refer the matter to the Ombudsman for Financial Services to resolve the dispute. All disputes or differences which may arise between the Master Policyholder or Certificate Holder 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 Master Policyholder or Certificate Holder.

5. Geographical Limits & Territorial Limits

- (a) This Policy covers the Certificate Holder in Malaysia for 24 hours and 7 days a week, unless otherwise stated or endorsed under this Policy.
- (b) This Policy covers the Certificate Holder outside of Malaysia, on a worldwide basis, subject to '21: Sanction' provided that the maximum period the Certificate Holder is outside of Malaysia is not more than 180 consecutive days at any one time.

6. Service Tax

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

7. Duplication of Cover

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

8. Offset Clause

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

9. Limitation of Time for Bringing Suit

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

10.Premium

This condition applies as each and every premium payment becomes due and cannot be disregarded by the Certificate Holder because the Company has previously accepted a premium payment for the Certificate Holder's insurance cover.

(a) Premium Payable

The premium for this Policy will be paid to the Company by the Certificate Holder on each Premium Due Date. The premium payable and the Company's billing arrangement is as specified by the Company and agreed to by the Certificate Holder during the application process.

(b) Cash before Cover

The Company must receive the premium due on or before the Premium Due Date. No Benefits will be payable for any claim that occurs during a period for which premium was not received.

(c) Failure of premium payment

The Policy is automatically cancelled if the Certificate Holder fails to make the premium payment in the time and manner required by the Company. The Company will provide cover under this Policy for the period for which premium had been received and this Policy shall terminate upon the expiry of such period. No Benefits will be payable for any claim that occurs during a period for which premium was not received.

(d) Changes to Premium Payable

- (i) The Company may vary premium payments for the Policy due to underwriting reasons. In such instance the Company will notify the Certificate Holder of such premium variation in writing at least 30 days before the change is to take place and to also update the Certificate Holder of the new premium amount payable to maintain the Policy.
- (ii) If the changes to the premium made by the Company are acceptable, the Certificate Holder may choose to continue with the Policy at the new premium amount applicable.
- (iii) A shorter notice period and effective date may apply if a premium variation is required due to tax or other imposts levied by any Government, regulatory or any other sanctioned authority in connection with this Policy.
- (iv) No coverage will be provided if premium payable in respect of this Policy is not paid by or on behalf of the Certificate Holder.

11. Misstatement of Age

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

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

12. Misrepresentation or Fraud

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

13.Policy Changes

The Company reserves the right to amend the terms, conditions or premium of this Policy by giving the Certificate Holder:

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

Important note:

- 1. If the changes in terms or conditions by the Company are acceptable to the Certificate Holder, then this Policy will continue. If the changes are not acceptable, the Certificate Holder may cancel this Policy based on '25: Cancellation'.
- 2. No alteration to this Policy shall be valid unless approved in writing by the Company's authorised representative and reflected in an Endorsement.
- 3. No agent or advisor has the authority to amend or waive any of the terms and conditions of this Policy.

14. Change of Certificate Holder's Occupation

The Certificate Holder will give immediate written notice to the Company of any change in the Certificate Holder's occupation and agree to pay an additional premium if applicable. No claim will be payable in respect of:

- (a) Any injury arising out of or in the course of an occupation of greater risk than the occupation disclosed in the Certificate Holder's application, unless the Company had agreed to the change in occupation; or
- (b) Any injury where the Company has been prejudiced by the non-disclosure of change in occupation.

15. Change of Usual Country of Residence

The Certificate Holder must inform the Company in writing of any change to the Certificate Holder's Usual Country of Residence. A change in the Usual Country of Residence will be deemed to mean the Certificate Holder is living or intending to live in another country for more than 180 consecutive days. Upon receipt of this information, the Company will determine at its sole discretion to either cover the Certificate Holder on the same terms and conditions or terminate this Policy.

16.Renewal

This is a monthly renewable policy and is automatically renewed on a monthly basis at the Company's sole discretion and subject to successful collection of premium. The Certificate Holder's payment of the monthly premium and the Company's receipt and acceptance of payment will constitute consent to renewal of this Policy. In the event the Company elects to not renew this Policy, the Company will notify the Certificate Holder by giving 30 days' prior written notice.

17.Personal Data Use

The Certificate Holder is deemed to have read, understood, and consented to the collection and subsequent processing of their personal information by the Company (whether obtained during the application process or administration of this Policy) in accordance with, the Company's Privacy Notice as from time to time published on the website at https://www.aig.my/privacy-notice. If the Certificate Holder submits information relating to other individuals, the Certificate Holder further represents and warrants that they have the authority to provide information relating to the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the other individuals agree and consent that the Company may collect, use and process his/her personal information in accordance with the Privacy Notice. The Certificate Holder reserves the right to obtain access, request correction or withdraw their

consent to the use of any of their personal information held by AIG Malaysia. Such request can be made by writing to the Company at:

AlG Malaysia Insurance Berhad (200701037463) Attn: Customer Care Department P O Box 11768, 50756 Kuala Lumpur.

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

18.Currency

- (a) **Premium**: All premiums must be paid in Malaysian Ringgit.
- (b) Claims: All payments will be made in Malaysian Ringgit. Settlement in foreign currencies will only be made if the Certificate Holder is not in Malaysia at the time of payment. The rate of exchange will be based on the prevailing exchange rate on the date of claim settlement as determined by Bank Negara Malaysia. The Certificate Holder will bear all the administration and conversion costs.

19. Contractual Rights of 3rd Parties

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

20. Right of Assignment

This Certificate Holder cannot assign or transfer the rights under this Policy to another person or entity.

21.Sanction

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

22. Financial Services Act 2013

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

23.Nomination

All benefits payable due to Accidental death of the Certificate Holder is payable to the nominee(s) elected by the Certificate Holder and in the event of failure of the Certificate Holder to nominate a nominee, to the Certificate Holder's estate. Compensation 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.

The original physical nomination form is a mandatory document required in the event of a claim. In the absence of the form the Company will be guided by paragraphs 8 and 9 of Schedule 10 of the Financial Services Act 2013 when paying policy monies upon death of a Certificate Holder.

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

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

24. Automatic Termination of Policy

- All cover under this Policy will automatically terminate for the Certificate Holder on the date:
- (a) this Policy is cancelled for reasons stated under '25: Cancellation';
- (b) of the Certificate Holder's death, from any cause;
- (c) the Certificate Holder attains the maximum age as stated under section 'Eligibility';
- (d) the Certificate Holder ceases to satisfy any of the eligibility requirements as stated under section 'Eligibility';
- (e) any fraud or misrepresentation to the Company discovered as mentioned under '12: Misrepresentation or Fraud'.

25.Cancellation

- (a) The Company can cancel this Policy by giving 30 days' prior written notice to the Certificate Holder.
- (b) The Certificate Holder can cancel this Policy by giving 30 days' prior written notice to the Company.
- (c) The Company can cancel this Policy immediately if the Certificate Holder fails to make the premium payment by the Premium Due Date. In such circumstance, the Company will give written notice to the Certificate Holder confirming the cancellation date. No Benefits will be payable for any claim that occurs during a period for which premium was not received.
- (d) The Company can cancel his Policy by giving 7 days' prior written notice to the Certificate Holder in the event of War in Malaysia.
- (e) The Company can cancel this Policy where it is discovered that the Certificate Holder was in the category of excluded occupations as stated in the 'Eligibility' section. In such cases, the Company shall have the discretion to decide on the refund of premium.

Unless otherwise advised by the Company and the Certificate Holder agrees, upon cancellation under (a), (b), (c) and (d) above, the Company will continue to provide cover under this Policy for the remaining period for which premium had been received and this Policy shall terminate upon the expiry of such period.

26.Reinstatement of Policy

When the Policy is cancelled due to non-payment of premium, the Certificate Holder must make an application for reinstatement of this Policy within 90 consecutive days from the end of the Premium Due Date. All reinstatements will be determined at the Company's sole discretion and will require the Certificate Holder to agree to the Company's reinstatement terms and conditions before the Policy is reinstated.

Benefits will not be payable for any event likely to give rise to a claim under this Policy which occurs during the period the Policy is not in force.

CLAIMS PROCEDURES

1. STEPS TO MAKE A CLAIM

Step 1: The Certificate Holder must notify the Company immediately after the event which could give rise to a claim under '3. Claim Notification'.

- a) Call the Company at 1800 88 8811 / 603 2118 0188; or
- b) Complete the <u>Personal Accident & Health Claims Form</u> and email it to <u>MYPAClaims@aig.com</u>.

Step 2: The Certificate Holder must prepare the relevant basic supporting documents according to the nature of claim as specified in the link below: https://www.aig.my/claims/personal-claims/personal-accident-claims

Step 3: The Certificate Holder must submit the claims evidence to the Company within 30 days after the event which could give rise to a claim under '5. Claims Evidence / Information' to:

AIG Malaysia Insurance Berhad (200701037463) Claims Department, Level 16 P O Box 11768 50756 Kuala Lumpur Email: <u>MYPAClaims@aig.com</u>

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

2. COMPLIANCE

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

3. CLAIM NOTIFICATION

- (a) The Company must be notified as soon as it is reasonably practical and in any event within 30 days after the Accident which leads to a claim.
- (b) Failure to comply with a) above may result in the Company's rejection of all or part of the claim. Reasons include, but are not limited to, if it is made so long after the event that the Company is unable to investigate it fully or may result in the Claimant not receiving the full amount claimed if the amount payable changes as a result of the delay.

4. BURDEN OF PROOF

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

5. CLAIM EVIDENCE /INFORMATION

- (a) The Company must be provided with all reasonable and necessary evidence required by the Company to support a claim within 30 days after the date of Accident which leads to a claim. Information provided to the Company to support a claim includes but is not limited to original reports, invoices and receipts, medical certificates and other documents (such as translation of a foreignlanguage document into the English language), confirmed by oath if necessary. If the information supplied is insufficient, the Company will confirm the additional information required.
- (b) If the Company does not receive the information it requires within the time period advised, the Company may reject the claim or withhold payment until the information it requires has been received.

- (c) Where medical certificates or reports are required, the Company will only accept original medical certificates or reports issued by a Doctor. For the avoidance of doubt, medical certificates or reports issued by other practitioners, including but not limited to Chinese physicians, will not be accepted.
- (d) The Company may refuse to refund any expense for which the Claimant cannot provide original receipts or invoices.
- (e) The Claimant may be required by the Company to submit a medical examination by Doctor(s) appointed by the Company before the initial or further Compensation can be paid.
- (f) The Company may at the Company's expense arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

6. SETTLEMENT OF CLAIM

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

7. SUBROGATION

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

8. RIGHTS OF RECOVERY

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

COMPLAINTS PROCEDURES

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

AIG Malaysia Insurance Berhad (200701037463) Complaint Handling Unit P O Box 11768 50756 Kuala Lumpur Phone: 1800 88 8811 / 603 2118 0188 Fax: 603 2118 0288 Email: <u>AIGMYComplain@aig.com</u>

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

Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur Phone: 03 - 2272 2811 Fax: 03 - 2272 1577 Email: <u>enquiry@ofs.org.my</u>

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

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

Phone: 1-300-88-5465 (1300-88-LINK) or 03- 2174 1717 (overseas) Fax: 03 - 2174 1515

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