

## **AIG MALAYSIA INSURANCE BERHAD**

# PERSONAL HOSPITAL INCOME PLAN ENHANCED

**Policy Wording** 

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## PERSONAL HOSPITAL INCOME PLAN ENHANCED

## **SCHEDULE OF BENEFITS**

No.	BENEFITS	Aggregate Period	Compensation (RM) (per day save as indicated)								
		(Up to)	Plan	Plan	Plan	Plan	Plan	Plan	Plan	Plan	Plan
CORE BENEFITS		50	100	150	200	250	300	350	400	500	
1	(a) Daily Hospital Income	120 <b>days</b>									
	(b) Sub-limit: Daily Hospital Incomedue to Specified Infectious Disease	14 days	50	100	150	200	250	300	350	400	500
2	Daily Hospital Income in an Intensive Care Unit	20 <b>days</b>	100	200	300	400	500	600	700	800	1,000
3	Pre-Hospitalization Diagnostic Test (31 consecutive days prior to hospitalization)	NA	500	1,000	1,000	1,500	2,000	2,500	3,000	4,000	4,500
4	Surgical Cash (per surgery - up to a maximum of 2 surgeries)	NA	1,000	1,000	1,000	1,000	1,500	1,500	1,500	2,000	2,000
ADD -	ON BENEFITS										
1	Home Nursing (per visit – One visit per day)	10 <b>days</b>	30	50	50	60	70	80	90	100	150
2	In-hospital doctor visit	10 days	50	100	100	100	150	150	150	200	200

Al G Malayen

### **PART 1 - THE CONTRACT**

This policy is issued to **master policy holder** for the benefit of the **certificate holder** upon the terms and conditions set out within. This policy, together with the **certificate of insurance**, **schedule of benefits** and any **endorsements**, shall be read together to form an entire contract between the **certificate holder** and **us. We** agree to provide the **insured persons** the insurance coverage as described in this policy provided that the **certificate holder** pays the premium when due and **we** agree to accept it subject to the terms and conditions of this policy.

The **certificate holder** is advised to read this policy wordings 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 **us** if the **certificate holder** requires any further information after reading this policy.

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

All terms and conditions of this policy must be continuously satisfied by the **certificate holder** to be eligible for coverage under this policy.

### **PART 2 - DEFINITIONS**

**We** use words which have a specific meaning in this policy. The words that are used frequently are shown below and each time it is used in the policy, it is shown in bold type.

**Accident/Accidental** shall mean a sudden, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the **period of insurance**.

Activities of Daily Living means the following activities which an insured person can undertake on their own:

- (a) **Washing** the ability to wash oneself in the bath, or shower or wash by other means;
- (b) **Dressing** the ability for one to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances;
- (c) **Feeding** the ability to eat their food after its preparation and when being made available;
- (d) **Toileting** the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate;
- (e) **Mobility** the ability to move indoors from room to room on level surfaces; and
- (f) **Transferring** the ability to move from a bed to an upright chair or wheelchair, and vice versa.

**Aggregate Period** shall mean the maximum number of **days** for which a **compensation** is payable as specified against the benefit in the **schedule of benefits**.

### Category shall mean:

- i. Self covers the certificate holder; or
- ii. Family covers the certificate holder, spouse and child(ren)

as named in the certificate of insurance or endorsement, whichever is issued last.

**Certificate Holder** shall mean the person named as the **certificate holder** in the **certificate of insurance** to whom this policy is issued to. Also, the **certificate holder** owns this insurance policy, is responsible for premium payments and has the right to exercise all privileges under this policy.

**Certificate of Insurance** shall mean the document showing details of the **period of insurance**, benefits under this policy and the particulars of the **certificate holder** and eligible **insured persons**.

### Child/children shall mean

- (a) named dependent children including legally adopted and stepchildren of the named **insured person** under this policy;
- (b) from the age of 30 **days** after birth up to 19 years or up to 23 years of age if attending as a full-time student in an accredited institution of higher learning; and
- (c) who are unmarried, primarily reside with the **insured person** and receive financial maintenance and support from the named **insured person**.

Chronic Condition means a condition that is expected to persist for the remainder of the insured person's natural life.

**Claimant** means the **certificate holder**, **insured person** or their legal representative, as applicable, making a claim against this policy.

Compensation shall mean the maximum amount payable for a benefit as specified in the schedule of benefits.

Date of Loss shall mean the date when the insured person is first diagnosed with an injury or illness.

Day shall mean a completed period of 24 consecutive hours.

**Doctor** shall mean a legally registered and qualified medical practitioner with a medical degree in western medicine and authorized by the medical licensing authority of that country to provide medical or surgical service within the scope of their license, specialized accreditation and training. The doctor cannot be an **insured person**, the **insured person**'s business partner or agent, **insured person**'s employer or employee or an **insured person**'s **immediate family member**.

**Effective date** shall mean the later of:

- (a) the policy start date as specified on the first certificate of insurance issued to the insured person,
- (b) the first date the **insured person** was covered under this policy,
- (c) the effective date as specified in the **endorsement** on which any additional cover or increased sum insured is granted to the **insured person** while they are covered under this policy, only in respect to the additional cover or increased sum insured, or
- (d) the last reinstatement date of this policy as shown in the **endorsement**.

Endorsement shall mean a written notice stating an amendment, deletion or addition made to this policy.

**Home** shall mean the **insured person's** usual place of residence in Malaysia.

Hospital shall mean any institution lawfully operated for the care and treatment of sick or injured persons:

- (a) with organized facilities for diagnosis and surgery (including operating theatres) in the same premises;
- (b) with 24 hours daily nursing service by registered graduate nurses; and
- (c) operated under the supervision of **doctor(s)**; and
- (d) which is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.

**Hospitalization / Hospitalized** shall mean the admission of the **insured person** to a **hospital** as an **in-patient** during the **period of insurance**. For the avoidance of doubt, **hospitalization** shall be evidenced by daily boarding charges imposed by a **hospital**.

**Illness** shall mean a sickness, disease or other physical conditions characterized by a pathological deviation from the normal healthy state suffered by an **insured person** during the **period of insurance**.

**Injury** shall mean a bodily injury which is suffered by an **insured person** during the **period of insurance** and is caused by an **accident** solely and independently of any other causes including but not limited to any **illness**, pre-existing or congenital condition.

**In-patient** shall mean the **insured person** is confined in a **hospital** as a registered patient for **medically necessary** treatments of a covered **injury or illness** suffered by the **insured person** for a completed period of 24 consecutive hours and such confinement is certified as necessary by the attending **doctor**.

**Immediate Family Member** shall mean **insured person's spouse**, parent, parent-in-law, grandparent, child(ren), son-in-law, daughter-in-law, brother or sister, step-parent, stepdaughter, stepson, grandchild, legal guardian.

**Intensive Care Unit (ICU)** shall mean 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**.

**Insured person** shall mean the person(s) named in the **certificate of insurance** and insured under this policy during a valid **period of insurance**.

Master Policy Holder shall mean the company named as master policy holder in the master policy schedule.

**Master Policy Schedule** shall mean the document issued together with this policy detailing the particulars of the **master policy holder**, **period of insurance** and benefits under this policy.

**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 or illness; and
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits; and
- (c) not for the convenience of the **insured person** or **doctor** and unable to be reasonably rendered out of **hospital** (if admitted as an **in-patient**); and
- (d) not of an experimental, investigational, research, preventive or screening in nature; and
- (e) for which charges are fair and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar injury or illness in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the insured person's injury or illness.

**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 **insured person**, the **insured person**'s business partner or agent, **insured person**'s employer or employee or an **insured person**'s **immediate family member**.

**Period of Insurance** shall mean the period an **insured person** is covered under this policy as specified in the **certificate of insurance** and shall commence on the latter of **policy start date** or their last renewal date and such period will end when they cease to be an **insured person** or when the policy is cancelled or not renewed.

**Plan** shall mean the benefits and corresponding **compensation** limits selected by the **certificate holder** and approved by **us** for this policy, as shown in the **certificate of insurance**.

**Pre-Existing Condition** shall mean any injury, illness or other condition:

- (a) for which the **insured person** has sought, has been recommended, received or is receiving treatment, medication or advice before the **effective date**;
- (b) for which the **insured person** has sought, received or is receiving diagnosis before the **effective date**;
- (c) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the **effective date** and which would have caused any reasonable person to seek diagnosis, care or treatment; or
- (d) which is a **chronic condition** or cancer diagnosed before the **effective date**.

**Policy Start Date** shall mean the date specified on the **certificate of insurance** on which the cover under this policy commences.

**Premium Due Date** shall mean 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 working day following the day the **certificate holder** agrees to purchase this policy.
- (b) Monthly Renewal Premium Monthly renewal premiums are due on the first working day of each month.
- (c) Premium for a pre-agreed duration of more than one calendar month The premium is due in full on or before the **policy start date** for the whole pre-agreed **period of insurance**.
- (d) Reinstatement The premium for reinstatement of policy is due on the next working day following **our** approval of the **certificate holder's** request to reinstate the policy. If premium is not paid, the policy will remain null and void.

**Schedule of benefits** shall mean the document containing the benefits made available under this insurance coverage with their corresponding **compensation** and **aggregate periods**.

**Specified illness** shall mean the following **illnesses** and its related complications:

- (a) Hypertension, diabetes mellitus and cardiovascular disease;
- (b) All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;
- (c) All ear, nose (including sinuses) and throat conditions;
- (d) Hernias, haemorrhoids, fistulae, hydrocoele, varicocele;

- (e) Endometriosis including disease of the reproduction system; or
- (f) Vertebro-spinal disorders (including disc) and knee conditions.

**Specified Infectious Diseases** shall mean any of the following infectious diseases first contracted in Malaysia and listed under the First Schedule of the Prevention and Control of Infectious Disease Act 1988:

- (a) Hand, foot and mouth disease (HFMD);
- (b) Dengue fever / Dengue hemorrhagic fever (DHF);
- (c) Avian influenza or 'bird flu' due to influenza A viral strains H5N1, H9N2, H7N7, H7N9;
- (d) Ebola virus disease;
- (e) Tuberculosis
- (f) Measles
- (g) Nipah viral encephalitis
- (h) Japanese viral encephalitis
- (i) Malaria;
- (j) Plague;
- (k) Rabies;
- (l) Middle east respiratory syndrome coronavirus (MERS-CoV);
- (m) Zika virus disease; or
- (n) Coronavirus disease 2019 (COVID-19),

and upon diagnosis by a **doctor**, requires immediate notification to a 'medical officer of health' as specified under Section 10(2) of the Prevention and Control of Infectious Disease Act 1988.

This also includes any **illness** or complications arising directly or indirectly due to the same **specified infectious diseases**.

**Spouse** shall mean someone the **insured person** is legally married to and who is named in the **certificate of insurance**.

**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**.

**Waiting Period** shall mean a time period that needs to elapse before the **insured person** becomes entitled to claim a benefit under this policy. The applicable waiting periods are stated in 'Part 5 - General Policy Provisions – Item 5'.

We, us or our shall mean AIG Malaysia Insurance Berhad (795492-W).

### **PART 3 - BENEFITS**

This policy provides the benefits listed below in the event of **hospitalization** and outpatient treatment (where applicable) occurring during the period of coverage. The **schedule of benefits** sets out the benefits that correspond to the **plan** purchased by the **certificate holder** and **we** will pay benefits subject to the limits specified in the **certificate of insurance**.

### **BENEFIT: DAILY HOSPITAL INCOME**

If the **insured person** sustains an **injury** or is diagnosed with an **illness** that is not a **specified infectious disease** and is **hospitalized**, **we** will pay the **compensation** as specified in the **schedule of benefits** for each **day** the **insured person** spends as an **in-patient**.

Please note there is a separate Sub-Limit section of coverage for **specified infectious disease**:

In the event the **insured person** is diagnosed with an **illness** which is a **specified infectious disease** and is **hospitalized**, **we** will pay the **compensation** as specified in the **schedule of benefits** for each **day** the **insured person** spends as an **inpatient**.

**Compensation** under this benefit shall commence after completion of the **waiting period** (where applicable) and shall continue up to the respective **aggregate period** or until the **insured person** is discharged from the **hospital** as an **inpatient**, whichever occurs first.

This benefit is payable:

- a) Only if the **hospitalization** commences during a valid **period of insurance**.
- b) For one **injury** or **illness** only regardless of the number of **injuries** sustained in any one **accident** or **illnesses** diagnosed during same **hospitalization** period.
- After evidence of insured person's hospital discharge summary or hospital billing statement and medical report(s) are provided to us.
- d) For subsequent periods of **hospitalization** for the same **injury** or **illness** which are considered to be part of the same claim and subject to the same **aggregate period**, provided that:
  - i) each subsequent **hospitalization** occurs while this policy is in force and the person who is the subject of the claim is an **insured person**.
  - ii) the time between the different **hospitalization** periods does not exceed 90 consecutive **days**.

This benefit is not payable for any **hospitalization** in an **intensive care unit**.

### BENEFIT: DAILY HOSPITAL INCOME IN AN INTENSIVE CARE UNIT

If the **insured person** sustains an **injury** or is diagnosed with an **illness** and is **hospitalized** in an **intensive care unit**, **we** will pay the **compensation** as specified in the **schedule of benefits** for each **day** the **insured person** spends as an **inpatient**.

**Compensation** under this benefit shall commence after completion of the **waiting period** (where applicable) and shall continue up to the **aggregate period** or until the **insured person** 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: Daily Hospital Income' (if available under this policy) but not both.

Once the **hospitalization** 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: Daily Hospital Income' subject to the applicable conditions.

This benefit is payable:

- a) Only if the hospitalization in an intensive care unit commences during a valid period of insurance.
- b) For one **injury** or **illness** only, regardless of the number of **injuries** sustained in any one **accident** or **illnesses** diagnosed during the same **hospitalization** period.
- c) After evidence of **insured person's hospital** discharge summary or **hospital** billing statement and medical report(s) are shown to **us**.
- d) For subsequent periods of **hospitalization** in an **intensive care unit** for the same **injury** or **illness** which are considered to be part of the same claim and subject to the same **aggregate period**, provided that:
  - i) each subsequent **hospitalization** in an **intensive care unit** occurs while this policy is in force and the person who is the subject of the claim is an **insured person**.
  - ii) the time between the different **hospitalization** in an **intensive care unit** periods does not exceed 90 consecutive **days**.

### BENEFIT: PRE-HOSPITALIZATION DIAGNOSTIC TEST

If the **insured person** sustains an **injury** or is diagnosed with an **illness** and requires **medically necessary** diagnostic tests that are not for Coronavirus disease 2019 (COVID-19) which consequently results in their **hospitalization** for the **injury** sustained or **illness** diagnosed, **we** will reimburse the expenses incurred to conduct the pre-**hospitalization** diagnostic tests up to the **compensation** specified in the **schedule of benefits** provided that the tests occur within the

number of **days** preceding the **hospitalization** as specified in the **schedule of benefits**. This benefit does not cover the costs incurred for the **doctor**'s consultation or any medication prescribed.

**Compensation** under this benefit shall commence after completion of the **waiting period** (where applicable).

### **BENEFIT: SURGICAL CASH**

If the **insured person** is **hospitalized** as an **inpatient** after sustaining an **injury** or being diagnosed with an **illness** and subsequently requires a **medically necessary surgery** as recommended by the attending **doctor**, **we** will pay a **compensation** as specified in the **schedule of benefits**.

**Compensation** under this benefit shall commence after completion of the **waiting period** (where applicable).

This benefit is payable:

- a) If the surgery procedure undergone by an insured person is supported with a doctor's written recommendation and evidenced by a medical report, insured person's hospitalization discharge summary or hospital billing statement.
- b) Up to the maximum number of **surgeries** as specified in the **schedule of benefits** in a 12-month period or in a pre-agreed **period of insurance**.

### **BENEFIT: HOME NURSING**

If an **insured person** sustains an **injury** or is diagnosed with an **illness** and is **hospitalized** for a minimum period of 3 consecutive **days** and upon discharge, the attending **doctor** certifies in writing that the **insured person** 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 them at their **home** post-hospitalization, **we** 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 **insured person's home** for any one **accident** or **illness** diagnosed, provided that the first visit by the **nurse** occurs within 7 **days** following the date of the **insured person's** discharge from the **hospital**.

**Compensation** under this benefit shall commence after the **waiting period** (where applicable) and continue up to the **aggregate period** or until such nursing care is no longer **medically necessary** for the **insured person**, whichever occurs first.

This benefit is payable:

- a) If the first visit by the **nurse** occurs within 7 **days** following the date of the **insured person's** discharge from the **hospital**.
- b) If the **insured person** is **hospitalized** for a minimum period of 3 consecutive **days**.
- c) After evidence of **insured person's hospital** discharge summary or **hospital** billing statement and medical report(s) are shown to **us**
- d) Either until the **doctor** certifies that the **insured person** is fit and does not require nursing care or when the maximum **compensation** as specified in the **schedule of benefits** has been paid, whichever occurs first.
- e) If **we** are provided with a **doctor's** report stating that the **insured person** 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.

### BENEFIT: IN-HOSPITAL DOCTOR VISIT

If the **insured person** sustains an **injury** or is diagnosed with an **illness** and is **hospitalized**, **we** will pay a **compensation** as specified in the **schedule of benefits** for each **day** a **doctor** visits the **insured person** whilst they are an **in-patient**.

**Compensation** under this benefit shall commence after completion of the **waiting period** (where applicable) and shall continue up to the **aggregate period** or until the **insured person** is discharged from the **hospital** as an **in-patient**, whichever occurs first.

This benefit is payable only in the event of a valid claim under 'Benefit: Daily Hospital Income' or 'Benefit: Daily Hospital Income in an Intensive Care Unit' for the period of hospitalization for the same injury or illness.

### **PART 4 - GENERAL POLICY EXCLUSIONS**

The following exclusions apply to all parts of this policy. Where there is conflict between specific exclusions under the benefit sections and General Policy Exclusions, the specific exclusion will prevail.

We shall not pay under this policy any claim in connection with:

- 1. Persons engaged in occupations with high risk or exposure to hazardous conditions. This would include but is not limited to the following occupations:
  - a) Military personnel including the armed forces, naval or air force service or operations;
  - b) Police, security personnel including any peace keeping forces;
  - c) Fire service;
  - d) Professional sports person when an **insured person** could or would earn income or remuneration from engaging in such sport.
  - e) Pilots or crew of any air or water vessel;
  - f) Off-shore work or activities including oil rig work;
  - g) Loggers and sawmill workers or workers using woodworking machinery;
  - h) Workers handling boilers, pressure vessels or crane operators;
  - i) Workers engaged in construction of dams, bridges, tunnels or underground work;
  - j) Miners and quarry workers;
  - k) Work that involves heavy machinery, explosives or hazardous materials or chemicals;
  - l) Fisherman, stevedores, stuntman, circus performers, jockey and racing drivers;
  - m) Window cleaners and steeplejacks;
  - n) Construction workers involved in heavy machinery;
  - o) Any manual works at heights exceeding 24 feet; or
  - p) Other occupations like those characterized above and which place the **insured person** at risk of injury necessitating specialist equipment (e.g., harness) or protective gear to keep them safe.

### 2. activities related to:

- (a) 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;
- (b) any professional sports or any sports in which an **insured person** would or could earn or receive remuneration, donation, sponsorship or financial reward of any kind from engaging in such sport;
- (c) racing of any kind except foot racing, any type of stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered; or
- (d) hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter 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 specialized gear) or of personal risk. This shall include but not be limited to any mountaineering involving climbing harnesses, belay or rappel devices ropes and guides, any activity or trekking above 3000 meters, big wave surfing, winter activities like luging, bobsleighing, ski or snow board jumping or stunts, bicycle, motor, air or sea craft speed trials or stunts, canoeing/kayaking and white and black water rafting in grade 4 or higher rapids, cliff jumping, horse jumping, horse polo or any aerobatics and stunts, 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;
- 3. any deliberate provocation of the **insured person** against another person that results in an **injury**;
- 4. **injuries** that are intentionally self-inflicted, suicide or attempted suicide whether sane or insane, deliberate or reckless exposure to danger;
- 5. **pre-existing condition** or any complication arising from it;
- 6. any **injury** arising directly or indirectly due to osteoporosis;
- 7. congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
- 8. any illness occurring during the first 30 days from the effective date unless due to an accident;
- 9. specified illnesses occurring during the first 120 days from the effective date;

- 10. any effects or influence of drugs and alcohol in an **insured person**, unless administered by a **doctor** and taken in accordance with the directions of a **doctor**;
- 11. 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;
- 12. mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance or snoring disorders, anxiety, stress or depression;
- cosmetic or plastic surgery unless necessitated by an accident and recommended by the doctor; or any elective surgery;
- 14. pregnancy, miscarriage, abortion, childbirth, sterilization, contraception as well as treatment for infertility or birth control treatments or any complications;
- 15. erectile dysfunction and tests or treatment related to impotence or sterilization, or circumcision or expenses incurred for sex change;
- 16. alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone-setting, herbalist treatment, massage or aroma therapy or other alternative treatment, or hormone replacement therapy;
- 17. any eye examination, refractive **surgery** (such as Radial Keratotomy or Lasik), dental treatment or oral **surgery** unless they are direct consequences of an **accident**;
- 18. donation of any body organ including costs of acquisition and donation;
- 19. failure to follow medical advice given by a **doctor**;
- 20. any hospitalization for:
  - i) any routine health checks:
  - ii) any diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health;
  - iii) any treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not **medically necessary**;
  - iv) receiving treatment not incidental to the treatment or diagnosis of an **injury** or **illness**;
  - v) treating an **injury** or **illness** for which such treatments are provided free; or
  - vi) weight reduction or gain.
- 21. care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the **insured person** and any **injury** or **illness** arising out of duties of employment or profession that is covered under a workman's compensation insurance contract;
- 22. an insured person committing or attempting to commit any criminal or illegal act (including traffic offences);
- 23. any **injury** sustained whilst the **insured person** is riding on a motorcycle without a safety helmet either as a rider or pillion-rider;
- 24. where payment would violate a government prohibition, regulation or law;
- 25. any act of war (whether war be declared or not), invasion, act of foreign enemies, hostilities or war like activities including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends, civil war, mutiny, rebellion, revolution, insurrection, military, protests, or usurpation of power;
- 26. nuclear, biological or chemical incidents outlined below:
  - a. Any Nuclear explosion including all effects thereof or radioactive contamination caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel;
  - b. The radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof; or
  - c. a terrorist, criminal or other malicious entity's dispersal or application of pathogenic or poisonous biological or chemical materials or the release of pathogenic or poisonous biological or chemical materials.

### **PART 5 - GENERAL POLICY PROVISIONS**

### 1. Eligibility:

- i. Age to qualify for cover:
  - a) Entry age for an adult under this policy is 18 to 60 years of age (inclusive). Where applicable, the policy can be renewed for each **insured person** up to the age of 65 years of age (inclusive).
  - b) Entry age for a **child** (where applicable) is 30 **days** after birth up to 19 years of age or up to 23 years of age if the child is a full-time student at an accredited institution of higher learning.

All ages refer to the age as of the **insured person**'s last birthday.

- ii. Occupation: Occupations other than those listed under 'Part 4 General Policy Exclusions', Item 1'.
- iii. Residency To be eligible for cover under this policy, the **insured person** must be a:
  - a. Malaysian citizen;
  - b. Malaysian permanent resident; or
  - c. Holder of a valid employment pass (of which the place of employment must be in Malaysia during the **period of insurance**) or a dependent pass granted by the relevant Government authority.

Residence overseas: No benefit shall be payable if the **insured person** resides outside Malaysia for more than 90 consecutive **days**.

- 2. Free Look period: If the cover does not meet the certificate holder's requirements, the certificate holder may cancel this policy within 15 days from the date this policy is delivered to the certificate holder. We will give the certificate holder a full refund of any premiums paid less any medical expenses incurred by us in the issue of the policy, as long as no claim has been made for that period.
- Plan selection: This policy provides the insured person with cover for benefits and compensation limits under the
  plan as set out in the certification of insurance which is selected by the certificate holder during the application
  process and approved by us.
- 4. **Number of Policies:** Only one individual policy providing the same product underwritten by **us** is allowed. If more than one policy is held, **we** will consider the **insured 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.

### 5. Waiting period:

- a. The waiting period for any diagnosis or hospitalization of illness including specified infectious diseases is 30 days from the effective date.
- The waiting period for any diagnosis or hospitalization of specified illnesses is 120 days from the effective date.

#### 6. Geographical Limits & Territorial Limits:

- a. This policy covers an **insured person** in Malaysia for 24 hours and 7 Days a week, unless otherwise stated or endorsed under this policy.
- b. This policy covers an **insured person** whilst overseas subject to 'Part 5 General Policy Provisions, Item 26 Overseas hospitalization and treatment' and 'Part 5 General Policy Provisions, Item 31 Sanction'.
- 7. **Service Tax**: The amount of premium payable by the **certificate holder** 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 increase or decrease to the rate) by any competent tax authority.
- 8. **Reasonable Care:** To receive compensation under this policy, the **certificate holder** and **insured persons** must at all times take reasonable precautions and act in a prudent way to prevent and mitigate accident or loss.
- 9. **Contribution:** If the **insured person** is entitled to receive a reimbursement of all or part of claimed expenses from any other source or insurance for any of the benefits in this policy, **we** will only be liable for the excess of the amount that is not recoverable by the other source or insurance provided that the benefit is payable by this policy, up to the

maximum **compensation** specified in the **certificate of insurance**. This condition is only applicable to benefits whereby payment is on a reimbursement basis.

10. **Change in plan:** Where applicable, a change in **plan** is only allowed 12 months from the **effective date** or every 12 months thereafter. Any change in **plan** is subject to **our** prior written approval. If the **insured person** suffers an event which could give rise to a claim prior to this change being approved in writing, **we** will adjudicate the claim for the **insured person** based on the policy terms and conditions applicable prior to the change in **plan**.

### 11. Currency of payment:

- (i) Premium: All premiums must be paid in Malaysian Ringgit.
- (ii) 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 costs of conversion.
- 12. **Rights of ownership:** The **insured person** shall have the rights to exercise every benefit covered in this policy. Every transaction relating to the policy shall however be between the **certificate holder** and **us**.
- 13. **Contract Rights of 3rd Parties:** A person or any entity who is not a party to this policy shall have no right to enforce any terms or conditions of this policy.
- 14. **Rights of Assignment:** The **certificate holder** cannot assign or transfer the rights under this policy to another person or entity.
- 15. Rights of nominees: Nominees do not have any rights to make any changes to the policy.
- 16. **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 **we** receive complete documents on the claim filed in accordance with the requirements of this policy.
- 17. **Waiver of insured person's rights:** If **we** reject liability for any claim made under this policy and it is not referred to any dispute resolution/arbitration or settlement within 12 calendar months from the date of **our** rejection, it shall be deemed that the **certificate holder** and the **insured person** have accepted **our** rejection of their claim and they have waived all their rights with respect to such a claim.
- 18. **Dispute resolution:** Any dispute or difference which may arise between the **certificate holder/insured person(s)** and **us** shall be referred to Asian International Arbitration Center. All arbitration proceedings must take place, within 12 months from the date of disclaimer, failing which **we** would have no obligation over the claim.
- 19. **Condition precedent to liability:** The **insured person** must follow the terms, provisions and conditions of this policy in order to qualify for any payment under this policy. The **insured person**'s failure to do so will invalidate all claims made under this policy.
- 20. **Governing law:** This policy and all rights, obligations and liabilities arising under this policy shall be construed, determined and enforced in accordance with the laws of Malaysia and the Malaysian courts shall have exclusive jurisdiction over this policy.
- 21. **Premium:** This condition applies as each and every premium payment becomes due and cannot be disregarded by the **certificate holder** because **we** have previously accepted a premium payment for their insurance cover.
  - a) Premium Payable
    - (i) Where the **period of insurance** is one calendar month, the premium in respect of the **insured person** is payable monthly.
    - (ii) Where the period of insurance is for a pre-agreed duration of more than one calendar month, the premium in respect of the insured person is payable for the whole applicable period of insurance. The premium for this policy will be paid to us by the certificate holder on each premium due date. The premium payable and our billing arrangement is as specified by us and agreed to by the master policy holder and certificate holder during the application process.
  - b) Failure of premium payment

**We** will cancel this policy if the **certificate holder** fails to make the premium payment in the time and manner required by **us**. **We** will provide cover under this policy for the period for which premium had been received and this policy shall terminate upon the expiry of such period. No benefits will be payable for any claim that occurs during a period for which premium was not received.

### c) Changes to Premium Payable

We may vary premium payments for the policy by the **certificate holder** due to underwriting reasons. In such instance **we** 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. Where applicable, the new premium amount payable will take effect from the next **premium due date** immediately following the 30 days' notice period given to the **certificate holder**. If the changes to the premium made by **us** are acceptable, the **certificate holder** may choose to continue with the existing **plan** at the new premium or renew their policy at the new premium amount applicable or the **certificate holder** may also opt to transfer to a new **plan** offered under this product (whichever applicable). 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.

22. **Reinstatement:** Where applicable, when the policy is cancelled due to non-payment of premium, the **certificate holder** has to 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 **our** sole discretion and will require the **certificate holder** to agree to **our** reinstatement terms and conditions before the policy is reinstated.

If accepted, **we** will reinstate the policy from the 1st day of the calendar month following the receipt of the premium by **us**.

For the avoidance of doubt, **we** will not however accept any premium payment for the period of the policy that has lapsed due to non-payment of premium. **We** will not pay for any claims which occur during the interval of time between the defaulted **premium due date** and reinstatement of the policy.

#### 23. Cancellation:

1. Cancellation by the certificate holder:

The **certificate holder** can cancel this policy by giving **us** 30 days' notice in writing to:

The Customer Servicing Group, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia. **We** 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.

### 2. Cancellation by us:

**We** can cancel this policy:

- a) by giving a 30 days' notice to the **certificate holder**'s last addresses or via email.
  - Where the **period of insurance** is one calendar month, **we** 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;
  - Where the **period of insurance** is for a pre-agreed duration of more than one calendar month, we
    will refund the premium from the month subsequent to such cancellation notice.
- b) immediately if the certificate holder fails to make the premium payment by the premium due date. No
  benefits will be payable for any claim that occurs during a period for which premium was not received;
  or
- c) by giving 7 days' prior written notice to the **certificate holder** in the event of war in Malaysia.

For avoidance of doubt, **we** reserve our right to rescind coverage where it is discovered that the **certificate holder** was in the category of excluded persons as expressed in 'Part 4 – General Policy Exclusions, Item 1' of the policy at the point of entry into the contract or anytime during the **period of insurance**. In such cases, **we** will refund the premium from the month the **certificate holder** or **insured person** falls in the category of excluded persons as provided in the same section.

- 24. Automatic Termination: This Policy will automatically terminate for an insured person on the date:
  - a) this policy is cancelled for reasons stated under 'Part 5 General Policy Provisions, Item 23 Cancellation';
  - b) the **master policy holder** or **certificate holder** requests that an **insured person** be removed from this policy;
  - c) where the insured person, if categorized as spouse or child ceases to be a spouse or child;

- d) of an insured person's death, from any cause;
- e) the **insured person** ceases to satisfy any of the requirements as specified under 'Part 5 General Policy Provisions, Item 1 Eligibility'; or
- f) any fraud or misrepresentation to **us** discovered as mentioned under section 'Part 5 General Policy Provisions Item 28 Misrepresentation or Fraud'.
- 25. Communication to us: All communication to us shall be in writing or other means accepted by us.
- 26. Overseas hospitalization and treatment: We will only cover the insured person's overseas treatment if:
  - (a) the travel overseas is not for the purpose of seeking medical treatment; or
  - (b) the **insured person** is advised by a **doctor** to be transferred to a **hospital** overseas to obtain medical treatment because the nature of treatment is not available in Malaysia.

The following are excluded:

- a. Non-emergency **hospitalization** or treatments i.e., where the treatment can reasonably be postponed until return to Malaysia;
- b. Overseas **hospitalization** or treatments of an **injury** or **illness** which is diagnosed in Malaysia where treatment can reasonably be postponed until return to Malaysia; or
- c. any hospitalization due to specified infectious diseases.
- 27. **Misstatement of age:** If at the correct age an **insured person** would not have been eligible for cover under this policy, no benefit shall be payable, and **our** 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** and/or **insured person** has misstated their age and due to which a lower **compensation** is applicable, **we** will determine at **our** sole discretion to either continue to cover the **insured person** on the applicable terms and conditions or terminate this policy.

28. **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 **we** will not refund any premiums paid and **we** will not consider making payments for any claims submitted to **us. We** will report the matter to the police if deemed necessary. **We** also reserve the right to recover any amount paid to the **insured person** in respect to any fraudulent claims submitted.

### 29. Policy changes

a) Changes of the Terms or Conditions by the us:

We reserve the right to change the terms or conditions of this policy by giving the certificate holder:

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

### Important note:

- If the changes in terms or conditions by us are acceptable to the certificate holder, then this policy will
  continue. If the changes are not acceptable, the certificate holder may cancel this policy under 'Part 5 General Policy Provisions, Item 23 Cancellation'.
- 2. No alteration to this policy shall be valid unless approved in writing by **our** authorized 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.
- b) Change of Insured Person's occupation:

The **certificate holder** must give immediate written notice to **us** of any change in the occupation of an **insured person** and agree to pay an additional premium if applicable.

No claim will be payable in respect of:

- (a) Any **injury** or **illness** arising out of or in the course of an occupation of greater risk than the occupation disclosed in **certificate holder**'s application, unless **we** have agreed to the change in occupation; or
- (b) Any **injury** or **illness** where **we** have been prejudiced by the non-disclosure of change in occupation.
- c) Change of Residence

The **certificate holder** must give immediate written notice to **us** of any change in their residential address.

- 30. **Portfolio withdrawal condition: We** reserve the right to cancel the portfolio as a whole if **we** decide to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by 30 days written notice to the **certificate holder** and **we** will run off all the policies to expiry of the period of cover within the portfolio.
- 31. **Sanction:** We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.
- 32. **Consent to use personal data:** You are deemed to have read understood, and consented to the collection and subsequent processing of your personal information by **us** (whether obtained during the application process or administration of this policy) in accordance with, our Privacy Notice as from time to time published on our website at <a href="http://www.aig.my/privacy-notice">http://www.aig.my/privacy-notice</a>. If you submit information relating to other individuals, you further represent and warrant that you have the authority to provide information relating to the other individuals to **us**, that you have informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by **us**, and that the other individuals agree and consent that we may collect, use and process his/her personal information in accordance with our Privacy Notice. 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 **us** at:

AIG Malaysia Customer Care, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur

Email: AIGMYCare@aig.com Phone: 603 2118 0188 Fax: 603 2685 4896

33. **Duty of disclosure:** Pursuant to Schedule 9 of the Financial Services Act 2013, the **certificate holder** and **insured person(s)** have a duty to take reasonable care not to make a misrepresentation when purchasing this policy, to answer all questions fully, honestly, accurately and to the best of their knowledge and disclose any matter that they know to be relevant to **us** 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. Failure to do so may void this policy or result in refusal or reduction of claims, change of terms or termination of this policy.

This duty of disclosure shall continue until the time this policy is entered into, varied or renewed with **us**. The **certificate holder** and **insured person(s)** also have a duty to tell **us** immediately if at any time after this policy has been entered into, varied or renewed with **us**, any information given when the policy was purchased is inaccurate or has changed. In this circumstance, **we** reserve the right to review the cover granted including withdrawing or amending cover previously approved.

### 34. Claims procedure:

- a) Steps to make a claim:
  - 1. Step 1: The **certificate holder** or **insured person** must notify **us** immediately or within 30 days after the event which could give rise to a claim under 'claim notification'.
    - ii) call **us** at 1800 88 8811;
    - iii) e-mailing to AIGMYCare@aig.com; or
    - iv) write to The Claims Department, Level 16, Menara Worldwide, 198 Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia.

Any delay must be supported by justifiable reasons for the delay and acceptance is at **our** sole discretion. **We** will not pay any claims that are notified to **us** after 1 year from the **date of loss.** 

2. Step 2: The **certificate holder** or **insured person** must complete the claim form and prepare the relevant basic supporting documents as per the nature of claim.

3. Step 3: The **certificate holder** or **insured person** must submit the claims evidence to **us** within 90 days after the event which could give rise to a claim under 'claims evidence/ information' to:

AIG Malaysia Insurance Berhad (795492-W) Claims Department, Level 16, Menara Worldwide,198 Jalan Bukit Bintang, 55100, Kuala Lumpur, Malaysia Email: MYPAClaims@aig.com

**We** may request for additional documents depending on nature and circumstances of the claim in which case **we** will contact the **claimant**.

### b) Compliance

**We** shall not be liable for any consequences arising by reason of the **insured person**'s failure to obtain or follow a **doctor's** advice and use such appliances or remedies as may be prescribed in the event of an **injury** or **illness** when claiming compensation.

#### c) Claim notification

- i. **We** must be notified as soon as it is reasonably practical and in any event within 30 days after the date of **injury** or **illness** which leads to a claim.
- ii. Failure to do comply with (a) above may result in **our** 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 **we** are unable to investigate it fully, or may result in the **insured person** not receiving the full amount claimed if the amount payable changes as a result of the delay.
- iii. In the event the **insured person** is a **child**, all dealings in relation to any claim will be between the **insured person's** parent and **us**.

### d) Burden of Proof

If **we** allege 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**.

### e) Claims Evidence / Information

- i. We must be provided with all reasonable and necessary evidence required by us to support a claim within 90 days after the date of injury or illness which leads to a claim. Information provided to us to support a claim must include a completed claim form along with supporting evidence (original copies, where applicable). If the information supplied is insufficient, we will confirm the additional information required.
- ii. If **we** do not receive the information, **we** require within the time period advised, **we** may reject the claim or withhold payment in the likelihood of a valid claim until the information **we** require has been received.
- iii. Where medical certificates or reports are required, we will only accept medical certificates or reports (original copies, where applicable) issued by a doctor. For avoidance of doubt, medical certificates or reports issued by other practitioners, including alternative and traditional medical practitioners, traditional chinese medicine practitioner or chiropractors will not be accepted.
- iv. **We** may refuse to refund any expense for which the **claimant** cannot provide original receipts and invoices where applicable.
- v. **We** may require the **insured person** undergo a medical examination by a **doctor** appointed by **us** before the initial or additional **compensation** can be paid.
- vi. **We** may, at **our** expense, ask for a post-mortem examination and/or to undergo a blood test for HIV as a condition precedent to any processing of any claim.

### f) Settlement of Claim

- i. Compensation will be paid in accordance to the policy terms and conditions. It can only be made once we have received the information we require to investigate and verify the claim (including information supplied) and we are 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.
- ii. The **compensation** for each benefit is payable as specified on the **schedule of benefits**. Any **compensation** that **we** make 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 **certificate of insurance**.
- iii. Unless otherwise specified in this policy, payments or reimbursements will be made at **our** sole discretion to the **claimant**. If the **insured person** is a **child**, the **compensation** will be paid to their parent(s). Such payment shall be a full and final discharge to **us**.
  - If the **certificate holder** is incompetent or otherwise unable to give a valid release for the claim, we may make arrangements to pay claims to a trustee pursuant to Schedule 10, subparagraph 5(1) of the Financial Services Act, 2013. Their receipt will discharge our liability under the policy. Upon payment, we will be fully discharged of our obligations under this policy.
- iv. In the course of **our** claims process, the **claimant** must render full cooperation to **us** and to **our** appointed service providers, vendors and experts, including providing face to face interviews, if and when required.

### g) Subrogation

In the event that a third party is held liable for all or part of any claim paid under this policy, **we** may exercise **our** legal right to pursue the third party to recover **our** outlay. The **claimant**, upon **our** request, must agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **We** will pay the costs and expenses involved in exercising **our** right against the third party.

### h) Rights to recovery

If **we** make a payment and subsequently are made aware that the claim is not payable, **we** have the right to recover the amount paid from the **certificate holder** and/or **insured person**.

35. **Renewal:** Unless otherwise stated by **us** and as agreed with the **master policy holder**, this is a monthly renewable policy and is automatically renewed on a monthly basis subject to the terms and conditions of the policy and successful collection of premium by **us**. The **certificate holder's** payment of the monthly premium and the receipt and acceptance of payment by **us** will constitute consent to renewal of this policy. In the event **we** elect to not renew this policy due to underwriting reasons, **we** will notify the **certificate holder** in writing at least 30 days before their next **premium due date**.

### **PART 6 - COMPLAINTS PROCEDURE**

(a) If there is any occasion when **our** service does not meet the **certificate holder's** expectations, the **certificate holder** may contact **us** using the appropriate contact details below, providing the policy/claim number and the name of the **certificate holder** to help **us** deal with **certificate holder's** comments quickly.

Complaints Handling Unit, AIG Malaysia Insurance Berhad, Service Counter, Level 17, Menara Worldwide, 198, Jalan Bukit Bintang, 55100 Kuala Lumpur

Phone: 1 800 88 8811 Fax: 603 2685 4896 Email: AIGMYCare@aig.com (b) Any **certificate holder** who is not satisfied with **our** decision may refer to the Ombudsman for Financial Services (OFS) giving details of the dispute, the name of the insurance company and the policy number. The contact details of the OFS are as follows:

Ombudsman for Financial Services Level 14, Main Block Menara Takaful Malaysia No 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Phone: 603-2272 2811

Fax: 603-2272 1577

(c) Any **certificate holder** who is not satisfied with **our** conduct 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:

Director Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia Blok D, Jalan Dato' Onn 50480 Kuala Lumpur Phone: 1-300-88-5465 (1300-88-LINK) Fax: 603-2174 1515.



### **PRIVACY NOTICE**

Last Updated: September 2015

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 Executive
Level 18, Menara Worldwide,
198 Jalan Bukit Bintang,

55100 Kuala Lumpur. Email: <u>AIGMYCare@aig.com</u> Phone: 1800-88-8811

Fax: 603-21180288

#### **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, emails 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@AlG (<a href="http://www.aig.com/social">http://www.aig.com/social</a> media 3171 442101.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 subparticipant 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 subparticipation.
- 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: <a href="http://www.aigcorporate.com/AIG">http://www.aigcorporate.com/AIG</a> All Entitie s.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; thirdparty 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. enforcement, tax authorities and criminal investigations agencies); and third-party civil process participants and 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 <a href="mailto:AIGMYCare@aig.com">AIGMYCare@aig.com</a> or by writing to AIG Malaysia Insurance Berhad at Level 18, Menara Worldwide, 198 Jalan Bukit Bintang,55100 Kuala Lumpur to tell us your marketing preferences and to opt-out.

If you no longer want to receive marketing-related emails 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: <a href="http://www.google.com/privacy/ads/">http://www.google.com/privacy/ads/</a>. 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 <a href="http://www.omniture.com/privacy/policy#optout">http://www.omniture.com/privacy/policy#optout</a>.

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 this Site.

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 this Site.