

## SMARTCARE

SCHEDULE OF BENEFITS								
No	Benefit	Waiting Period	Aggregate Periods	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5
				Maximum Sum Insured Payable per Insured Person (RM)				
Core Benefits								
1	Accidental Death & Permanent Disablement	NA	NA	80,000	100,000	150,000	200,000	250,000
	For Child	NA	NA	16,000	20,000	30,000	40,000	50,000
2	Accidental Death & Permanent Disability in a Common Carrier Accident (Extra Cover)	NA	NA	40,000	50,000	75,000	100,000	125,000
	For Child	NA	NA	8,000	10,000	15,000	20,000	25,000
3	Accidental Medical Reimbursement	NA	NA	800	1,000	1,500	2,000	2,500
4	Get Well Benefit	Minimum 7 days of Hospitalization	NA	500	500	500	500	500
5	Renewal Bonus (Every 12 consecutive months period, up to 60 consecutive months period)	NA	NA	10% per year up to 50% of the compensation limit payable under Benefit 1: Accidental Death and Permanent Disablement				
Add- On Benefits								
1	Fractures and Dislocations	7 days from the policy effective date	NA	5,000	10,000	15,000	20,000	25,000
2	Hospitalization Income – Injury	Minimum of 1 day of Hospitalization	120 days	RM 100 per day, up to a maximum of 12,000	RM 150 per day, up to a maximum of 18,000	RM 200 per day, up to a maximum of 24,000	RM 250 per day, up to a maximum of 30,000	RM 300 per day, up to a maximum of 36,000

The benefits payable under eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact AIG Malaysia Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

## IMPORTANT NOTICE

The Policyholder is advised to read this Policy carefully together with the Policy Schedule, Schedule of Benefits and any Endorsements to ensure that the Policyholder understands the terms and conditions and that the coverage meets the Policyholder's requirements.

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

## THE CONTRACT

This Policy is issued to the Policyholder upon the terms and conditions set out within. This Policy, together with the Policy Schedule, Schedule of Benefits and any Endorsements, shall be read together to form an entire contract between the Policyholder and the Company. The Company agrees to provide the Insured Person(s) the insurance coverage as described in this Policy provided that the Policyholder pays the premium when due and the Company agrees to accept it subject to the terms and conditions of this Policy, pursuant to the answers given in the proposal form (or when applying for this Policy) and any other disclosures made by the Policyholder between the time of submission of the proposal form (or when applying for this Policy) and the time this Policy is entered into. The answers and any other disclosures made by the Policyholder will form part of this Policy between the Policyholder and the Company. In the event of any pre-contractual misrepresentation made by the Policyholder in relation to the answers or disclosures given by the Policyholder, only remedies set out in Schedule 9 of the Financial Services Act 2013 will apply.

## BENEFIT 1: ACCIDENTAL DEATH AND DISABLEMENT

If an Insured Person suffers an Injury that directly results in one of the Events listed in the Table of Events below within 365 days from the date of the Accident, the Company will pay the Compensation specified in the Table of Events.

### TABLE OF EVENTS

Events	Injury Resulting in:	Percentage of Compensation payable per Insured Person as shown in the Schedule of Benefits
1	Accidental death	100%
2	Permanent Total Disablement	100%
3	Permanent Quadriplegia	100%
4	Permanent Paraplegia	100%
5	Permanent Total Loss of sight of both eyes	100%
6	Permanent Total Loss of sight of one eye	100%
7	Permanent Total Loss of two or more Limbs	100%
8	Permanent Total Loss of one Limb	100%
9	Permanent Total Loss of Speech	75%
10	Permanent Total Loss of hearing in:	
	(a) Both ears	75%
	(b) One ear	15%

11	Third Degree Burns and/or resultant disfigurement caused by fire or chemical reaction which covers more than 45% of the entire external body	50%
12	Permanent Total Loss of four Fingers and Thumb of either Hand	70%
13	Permanent Total Loss of four Fingers of either Hand	40%
14	Permanent Total Loss of one Thumb of either Hand	30%
	(a) Both joints	
	(b) One joint	15%
15	Permanent Total Loss of any one Finger of either Hand	10%
	(a) Three joints	
	(b) Two joints	7%
	(c) One joint	5%
16	Permanent Total Loss of Toes of either Foot	
	(a) All Toes – one Foot	15%
	(b) Big Toe – both joints	5%
	(c) Big Toe – one joint	3%
	(d) Other than the Big Toe, each Toe	1%
17	Permanent disablement not otherwise provided for under Events 9 to 16 inclusive.	Such percentage of the Compensation payable, which the Company has absolute discretion in determining and in its opinion is consistent with the Compensation provided under Events 9 to 16 inclusive. The maximum amount payable under Event 17 is 75% of the applicable Compensation as shown in the Schedule of Benefits.

## EXPOSURE

If an Injury or Accidental death occurs as a direct result of unexpected exposure to the natural elements following an Accident, the Company will pay the Compensation as specified in the Table of Events above.

## DISAPPEARANCE

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

#### DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO ALL SECTIONS

1. **Rules of Nines System** means the internationally accepted medical tool used by Doctors to assess the total body surface area that is burned based on assigning percentages to different body areas. Doctors can estimate the body surface area on an adult that has been burned by using multiples of 9.

In relation to burns suffered by Children, Doctors can assess using either Rules of Nines System or 'rules of palm'.

2. **Third Degree Burns** means full thickness burns which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), and which require surgery or a skin grafting to treat. An assessment of the percentage of body affected by burns will be determined by a Doctor using the Rules of Nines System.

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

1. The Benefit is payable only once for the same part of the body. For an example, if an Insured Person suffers an Injury under Event 12 for their right Hand, the Company will not pay out under Events 13 to 15 for the same Injury.
2. The maximum Compensation payable under this Benefit in an Insured Person's lifetime, regardless of the number of Events suffered, is 100%.
3. This Policy will automatically terminate when the maximum Compensation of 100% is paid to an Insured Person under this Benefit.

#### EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

The Company will not pay under this Policy any claim in connection with an event that is not listed in the Table of Events above.

#### BENEFIT 2: ACCIDENTAL DEATH & PERMANENT DISABILITY IN A COMMON CARRIER ACCIDENT – EXTRA COVER

If an Insured Person suffers an Injury when boarding, travelling in or exiting a Common Carrier as a fare paying passenger that directly results in one of the Injuries listed in the Table of Events below within 365 days from the date of the Accident, the Company will pay the Compensation specified in the Table of Events.

#### TABLE OF EVENTS

Events	Injury Resulting in:	Percentage of Compensation payable per Insured Person as shown in the Schedule of Benefits
1	Death	100%
2	Permanent Total Disablement	100%

3	Permanent Quadriplegia	100%
4	Permanent Paraplegia	100%
5	Permanent Total Loss of sight of both eyes	100%
6	Permanent Total Loss of sight of one eye	100%
7	Permanent Total Loss of two or more Limbs	100%
8	Permanent Total Loss of one Limb	100%

#### EXPOSURE

If an Injury or Accidental death occurs as a direct result of unexpected exposure to the natural elements following an Accident, the Company will pay the Compensation as specified in the Table of Events above.

#### DISAPPEARANCE

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

#### DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO ALL SECTIONS

**Common Carrier** means any land, water or air conveyance operating under a valid license for the transportation of passengers for hire and which operate to fixed, established and regular schedules and routes. It does not include taxis or private cars, nor does it mean any such conveyance if chartered or arranged as part of a tour even if such services are regularly scheduled.

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

The maximum Compensation payable for all Events that can be claimed under this Benefit following any one Accident is 100% and the Policy will automatically terminate when any Event under this Benefit becomes payable.

#### EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

The Company will not pay under this Policy any claim in connection with an event that is not listed in the Table of Events above.



### BENEFIT 3: ACCIDENT MEDICAL REIMBURSEMENT

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

#### DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO ALL SECTIONS

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

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

1. This Benefit is only payable if the first medical treatment sought for the Injury is within 30 days from the date of the Accident.
2. The Benefit is payable only after Medical Expenses' supporting documents, including attending Doctor's reports and referral letters, are provided to the Company along with original Medical Expenses bills or receipts.
3. If the Insured Person is entitled to a refund of all or part of the Medical Expenses stated in this Benefit from any other source, the Company will only pay the amount incurred over and above the refunded amount up to the maximum Compensation as shown on the Schedule of Benefits
4. Any Hospitalization accommodation for the Insured Person is restricted up to the cost of a single standard private room.

#### EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

The Company will not pay under this Policy any claim in connection with:

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

4. Any treatment or services provided by the Insured Person, the Insured Person's business partner or agent, Insured Person's employer or employee or an Immediate Family Member.

### BENEFIT 4: GET WELL BENEFIT

If the Insured Person is confined in a Hospital as an In-patient for a minimum period of 7 consecutive days as a result of suffering an Injury, the Company will pay Compensation as shown in the Schedule of Benefits.

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

1. The Hospitalization must commence during a valid Policy Period.
2. Hospitalization of an Insured Person shall be evidenced by Insured Person's Hospital discharge summary or Hospital billing statement and medical report.
3. This Benefit is payable upon Insured Person's discharge from the Hospital with a Doctor's report prescribing post-hospitalization recuperation.
4. There will only be one payment for this Benefit regardless of successive Hospitalization periods for the same Injury.

### BENEFIT 5: RENEWAL BONUS

At every Anniversary Date of the Policy, a renewal bonus will be granted if the Policy has been Claims Free during the preceding 12 months. The effect of a renewal bonus is to increase the Compensation applicable to the Accidental Death and Disablement Benefit under this Policy on the Anniversary Date as set out in the Renewal Bonus Table below.

The renewal bonuses are calculated as shown in the Renewal Bonus Table below.

#### RENEWAL BONUS TABLE

On Anniversary Date	Renewal Bonus applied to the Compensation payable under the Table of Events shown in Benefit 1 : Accidental Death and Disablement
Policy is Claims Free for 12 consecutive months	+ 10%
Policy is Claims Free for 24 consecutive months	+ 20%
Policy is Claims Free for 36 consecutive months	+ 30%
Policy is Claims Free for 48 consecutive months	+ 40%
Policy is Claims Free for 60 consecutive months	+ 50%



*Note: For the purposes of clarity, if the Compensation payable for an Accidental death under Benefit 1 is MYR 100,000, on the first Anniversary Date for which the preceding 12 consecutive months have been Claims Free, the renewal bonus will increase the Compensation payable to MYR 110,000 (MYR100,000 x 110%), similarly after 60 consecutive months of being Claims Free, the renewal bonus will increase the Compensation payable to MYR 150,000 (MYR100,000 x 150%).*

#### DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO ALL SECTIONS

- Claims Free** means that no claims were payable under Benefit 1: Accidental Death and Disablement.
- Anniversary Date** means 12 consecutive months following inception of the Policy or its last re-instatement date, and each 12 consecutive months thereafter.

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

- If Compensation is payable under Benefit 1: Accidental Death and Disablement of this Policy during the preceding 12 months of the Anniversary Date, irrespective to the number of Insured Persons making a claim, a renewal bonus will not be offered on that Anniversary Date and any existing accumulated renewal bonus will be forfeited at the same time.
- In the situation described under Condition 1 above or when a Policy is being reinstated, the maximum Compensation payable under Benefit 1: Accidental Death and Disablement will revert to the Compensation amount when the Policy was first inception or otherwise amended by any Endorsement, and shall not include any renewal bonus.
- For the renewal bonus to apply, the Policy must have been continuously renewed for the preceding 12 consecutive months of the Anniversary Date without interruption or reinstatement.
- If the Policyholder makes a request to change their Plan and/or Category under this Policy, recognition of the accrued Renewal Bonus period will be at the sole discretion of the Company and, if applicable, will be subject to terms and conditions outlined by the Company when the change in Plan and/or Category is agreed upon.
- The renewal bonus accumulated after 60 consecutive months from Policy inception date or Policy re-instatement date (whichever occurs last), will continue in place for subsequent renewal policy periods as long as the Policy is continuously renewed and remains Claims Free. For the purpose of clarity, the renewal bonus cannot exceed 50% of the Compensation amount to which this renewable bonus applies.

#### IMPORTANT

All terms, Conditions, Definitions, Exclusions that apply to Benefit 1: Accidental Death and Disablement of the Policy shall also apply to this Benefit.

#### ADD-ON BENEFITS

The Benefits listed below forms part of a set of optional add-on benefits which will be applicable upon payment of additional premium by the Policyholder as reflected in the Policy.

#### ADD-ON BENEFIT 1: FRACTURES AND DISLOCATIONS

If an Insured Person suffers an Injury which results in one of the Events listed in the Table of Events below, the Company will pay the Compensation for the Event as specified in the Table of Events.

#### TABLE OF EVENTS

Events	Injury resulting in:	Percentage of Compensation payable per Insured Person as shown in the Schedule of Benefits
<b>1</b>	<b>Fractures<sup>1</sup></b>	
<b>A.</b>	<b>Hip or Pelvis (excluding thigh or coccyx)</b>	
<b>i)</b>	Multiple Fractures, including at least one Compound and one Complete Fracture	60%
<b>ii)</b>	All other Compound Fractures	30%
<b>iii)</b>	Multiple Fractures, including at least one Complete Fracture	15%
<b>iv)</b>	All Other Fractures	12%
<b>B.</b>	<b>Thigh or Heel</b>	
<b>i)</b>	Multiple Fractures, including at least one Compound and one Complete Fracture	30%
<b>ii)</b>	All other Compound Fractures	24%
<b>iii)</b>	Multiple Fractures, including at least one Complete Fracture	15%
<b>iv)</b>	All Other Fractures	12%
<b>C.</b>	<b>Lower leg, skull, clavicle, ankle, elbows, upper or lower arm (including wrist but excluding Colles-type Fractures)</b>	
<b>i)</b>	Multiple Fractures, including at least one Compound and one Complete Fracture	24%
<b>ii)</b>	All other Compound Fractures	15%
<b>iii)</b>	Multiple Fractures, including at least one Complete Fracture	12%
<b>iv)</b>	Depressed Fracture of the skull needing surgical intervention	7%
<b>v)</b>	All Other Fractures	6%
<b>D.</b>	<b>Colles Type Fracture of the lower arm</b>	
<b>i)</b>	Compound Fractures	12%
<b>ii)</b>	All Other Fractures	6%
<b>E.</b>	<b>Shoulder blade, knee cap, sternum, hand (excluding fingers &amp; wrist) or foot (excluding toes or heel)</b>	
<b>i)</b>	Compound Fractures	12%
<b>ii)</b>	All Other Fractures	6%



<b>F.</b>	<b>Spinal Column (excluding Coccyx)</b>	
<b>i)</b>	All Compression Fractures	12%
<b>ii)</b>	All Spinous Process, Transverse Process or Pedicle Fractures	12%
<b>iii)</b>	Fracture(s) leading to Permanent neurological damage	12%
<b>iv)</b>	All Other Fractures in the Spinal Column	6%
<b>G.</b>	<b>Lower Jaw</b>	
<b>i)</b>	Multiple Fractures, including at least one Compound and one Complete Fracture	18%
<b>ii)</b>	All other Compound Fractures	12%
<b>iii)</b>	Multiple Fractures, including at least one Complete Fracture	10%
<b>iv)</b>	All Other Fractures	5%
<b>H.</b>	<b>Rib(s), cheekbone, Coccyx, upper jaw, nose, toe(s) of the same foot, thumb or finger(s) of the same hand</b>	
<b>i)</b>	Multiple Fractures, including at least one Compound and one Complete	10%
<b>ii)</b>	All other Compound Fractures	7%
<b>iii)</b>	Multiple Fractures, including at least one Complete Fracture	5%
<b>iv)</b>	All Other Fractures	2.5%
<b>2</b>	<b>Dislocation</b>	
	Only includes Dislocations requiring surgery under anaesthesia.	
<b>i)</b>	Spine or back (excluding slipped disc)	48%
<b>ii)</b>	Hip	30%
<b>iii)</b>	Knee	15%
<b>iv)</b>	Wrist or elbow	12%
<b>v)</b>	Ankle, shoulder blade or collarbone	6%
<b>vi)</b>	Any one Finger or Toe or jaw	2.4%
	This Benefit is limited to one payment for each joint dislocation as stated in 2i) to vi) above during the Policy Period.	
<b>Maximum Compensation payable in any one Accident or any one Policy Period</b>		100%
<sup>1</sup> The percentage of Compensation reflected in the Table of Events above is payable for each Event under Events A to H, regardless of the number of Fractures sustained on each bone or Bone Site. For example, in Event (1)(H)(iv), where an Insured Person suffers All Other Fractures on all three bones which make up a finger or suffers Fractures on more than one finger of the same hand, the Company will only pay the Compensation of 2.5% regardless of the number of Fractures sustained on the Bone Site (ie. a finger) or the number of fingers fractured on the same hand.		

#### DEFINITIONS - IN ADDITION TO THE GENERAL POLICY DEFINITIONS APPLYING TO ALL SECTIONS

- All Other Fractures** means any Fracture other than a Complete Fracture, Compound Fracture or Hairline Fracture and not otherwise excluded by this Policy.
- Bone Site** means the bone and area as titled in Events A to H in the Table of Events (e.g. Event A. Hip or Pelvis (excluding thigh or coccyx)).
- Coccyx** means the four fused vertebrae located at the bottom of the spine.
- Colles Type Fracture** means a wrist Fracture that occurs when the radius bone in your forearm breaks. It's also known as a distal radius Fracture, transverse wrist Fracture, or a dinner-fork deformity of the wrist.
- Complete Fracture** means a Fracture in which the bone is broken completely across with no connection left between the bone pieces.
- Compound Fracture** means a Fracture where the bone breaks through the skin. This is also known as an open Fracture.
- Compression Fracture** means a vertebral bone in the spine that has decreased at least 15% to 20% in height due to a Fracture.
- Depressed Fracture** means a break in the skull in which bone fragments are pushed below the normal surface of the skull.
- Dislocation** means an abnormal separation in a joint, where two or more bones meet, which is diagnosed by a Doctor through radiological evidence and diagnostic techniques.
- Fracture** means a complete or incomplete break in the continuity of a bone and is diagnosed by a Doctor through radiological evidence and diagnostic techniques.
- Hairline Fracture** means small or thin crack(s) on the outer layer of the bone. This is also called a fissure fracture.
- Pathological Fracture** means a bone fracture caused by disease that result in weakness of the bone structure.
- Pedicle** means a stub of bone that connects the lamina to the vertebral body to form the vertebral arch and is on the posterior side (back) of your vertebrae.
- Spinal Column** refers to the vertebrae consisting of 33 individual bones that interlock with each other to form the spinal column.
- Spinous Process** means the bones that make up the spine which are called vertebrae. Each vertebra has a bony section that points out towards the back. These sections are called the spinal process. A spinous process fracture is a break in one or more of these sections.
- Transverse Process** refers to the small bony protrusions of the right and left side of each vertebrae of the spinal column. A transverse process fracture is a break or crack in one or more of these protrusions and which can occur along the Spinal Column.

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

- The diagnosis of a listed Event from the Table of Events above must be made by a Doctor within 30 days from the date of Accident.



2. The Company will only pay for one Fracture in respect to each Bone Site, even if it is fractured in several areas of the same Bone Site.

#### EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

The Company will not pay under this Policy any claim in connection with:

1. Any Fracture caused by osteoporosis or any Pathological Fracture. If osteoporosis or Pathological Fracture is first diagnosed by a Doctor during the Policy Period, the Company will pay Compensation for the initial Fracture after diagnosis; however all subsequent Fractures will not be covered by this Policy.
2. Any Hairline Fractures and other Fractures classed as stress or fatigue fractures.
3. Any Fractures that are sustained within the first 7 days from the Policy Effective Date.
4. Any Fractures involving Bone Sites not listed in the Table of Events above.
5. Any repeat Dislocations arising from the same Accident.

#### ADD – ON BENEFIT 2: DAILY HOSPITALIZATION INCOME – FOR INJURY

If an Insured Person suffers an Injury and is Hospitalized, the Company will pay the Compensation as stated in the Schedule of Benefits for each Day the Insured Person spends as an In-patient.

Compensation under this Benefit shall commence after completion of the Waiting Period and shall continue up to the Aggregate Period or until Insured Person is discharged from the Hospital as an In-patient, whichever occurs first.

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

1. This Benefit is payable for only one Injury per Accident, regardless of the number of injuries sustained.
2. Any Hospitalization of an Insured Person shall be evidenced by Insured Person's Hospital discharge summary or Hospital billing statement and medical report(s).
3. Subsequent periods of Hospitalization for the same Injury are considered to be part of the same claim, provided that:
  - a) each subsequent Hospitalization occurs while this Policy is in force and the person who is the subject of the claim is an Insured Person.
  - b) the time between the different Hospitalization periods does not exceed 90 consecutive days.

If the Insured Person is Hospitalized for the same Injury after 90 consecutive days from their last period of Hospitalization, it will be treated as a new claim with a new Waiting Period and Aggregate Period applying with a maximum of 3 claims permissible for the same Injury.

#### EXCLUSIONS - IN ADDITION TO THE GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

The Company will not pay under this Policy any claim in connection with any Sickness.

#### BENEFIT EXTENSIONS

This Policy shall extend to cover the following, subject to:

- any restrictions mentioned below; and
- all other terms and conditions of the Policy remaining unchanged.

##### 1. Drowning

This Policy definition of Injury is extended to include Accidental drowning.

##### 2. Suffocation or inhalation of smoke, poisonous fumes or gases

This Policy definition of Injury is extended to include Accidental suffocation or inhalation of smoke, poisonous fumes or gases arising from a short-term isolated event such as house fire. This excludes air pollution or atmospheric phenomenon including but not limited to haze, smog and the like. Exclusion 12 of General Policy Exclusion continues to apply.

##### 3. Insect and animal bites

This Policy covers Injury caused by Accidental insect or animal bite(s), however, it shall not cover Infectious Diseases arising from such bite(s).

##### 4. Food poisoning

This Policy definition of Injury is extended to include Accidental food poisoning.

This extension of Injury shall only apply to Accidental Death and Accident Medical Reimbursement covers under this Policy.

##### 5. Motorcycling

This Policy is extended to cover the Insured Person against Accidental Death or Injury as a result of riding on a motorcycle either as a rider or pillion-rider, provided that at the time of the Accident the Insured Person is wearing a safety helmet and not engaging in or practicing for racing and hill climbing contests and reliability trials and speed or duration testing.

#### GENERAL POLICY DEFINITIONS

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

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

1. **Accident or Accidental** means a sudden, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the 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 benefits listed in the Schedule of Benefits and which are subject to the terms and conditions as stated under this Policy respectively.
  5. **Big Toe** means the first digit of the Foot.
  6. **Category** means:
    - i. Self; or
    - ii. Self and Spouse; or
    - iii. Self and Children; or
    - iv. Family;As reflected in the Policy Schedule or Endorsement, whichever is issued last.
  7. **Child(ren)** means:
    - (a) dependent children including legally adopted and stepchildren of the named Policyholder 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 Policyholder and receive financial maintenance and support from the named Policyholder.
  8. **Chronic Condition** means a condition that is expected to persist for the remainder of the Insured Person's natural life.
  9. **Claimant** means the Policyholder, Insured Person or their legal representative, as applicable, making a claim against this Policy.
  10. **Company** refers to AIG Malaysia Insurance Berhad (200701037463).
  11. **Compensation** refers to the maximum amount payable for a Benefit as shown in the Schedule of Benefits.
  12. **Day** means a completed period of 24 hours.
  13. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorized 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, specialized accreditation and training. The doctor cannot be the Insured Person, the Insured Person's business partner or agent, Insured Person's employer or employee or an Immediate Family Member.
  14. **Endorsement** means a written notice stating an amendment, deletion or addition made to this Policy.
  15. **Finger** means a digit of a hand.
  16. **Financial Market Ombudsman Services (FMOS)** refers to an independent body that provides a free and efficient avenue to help resolve financial disputes between the Policyholder/ Insured Person and the Company under this Policy as an alternative to the Malaysian courts.
  17. **Foot** means the entire foot below the ankle.
  18. **Hand** means the entire hand below the wrist.
  19. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organized 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.
  20. **Hospitalization** means the admission of the Insured Person to a Hospital as an In-patient during the Policy Period.
  21. **Immediate Family Member** means 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.
  22. **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.
  23. **In-patient** means the Insured Person is confined in a Hospital for a continuous period as a registered patient for medically necessary treatments for at least one Day and such confinement is certified as necessary by the attending Doctor.
  24. **Injury** means a bodily injury which is suffered by an Insured Person during the Policy Period and is caused by an Accident solely and independently of any other causes including but not limited to any Sickness, pre-existing or congenital condition.
  25. **Insured Person** means the person(s) named in the Policy Schedule and shall include their Children when a Category covering Children is selected by the Policyholder.
  26. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
  27. **Overseas** means outside any territorial limits of the country in which this Policy is issued in.
  28. **Parent(s)** means the biological mother or father, or the legal guardian of a Child.
  29. **Paraplegia** means the entire paralysis of both legs and part or whole of the lower half of the body.
  30. **Permanent** means lasting 12 consecutive months and at the end of that time is certified by a Doctor as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.
  31. **Plan** means the list of Benefits, the Category type and its corresponding Compensation limits selected by the Policyholder which represents the insurance cover for the Insured Person(s) under this Policy. The Category type and selected Plan will be shown either in the Policy Schedule or Endorsement, whichever is issued last.



32. **Policy** refers to this insurance contract which consists of the Policy wording, the Policy Schedule, the latest Schedule of Benefits and any other documents the Company may issue to the Policyholder or Insured Person that will form part of this Policy (e.g. endorsements).
33. **Policyholder** means the person named as the Policyholder in the Policy Schedule and eligible Insured Person named by the Policyholder. Also, the Policyholder owns this insurance Policy, is responsible for premium payments and has the right to exercise all privileges under this Policy.
34. **Policy Effective Date** refers to the later of:
- the date the Policyholder agrees to purchase this Policy;
  - the date as shown on the Policy Schedule or Endorsement;
  - the first date Insured Person was covered under this Policy;
  - the effective date any additional cover or a change in Plan and/or Category is granted to the Insured Person while they are covered under this Policy and is as shown in the Endorsement or;
  - the last reinstatement date of this Policy as shown in the Endorsement;
35. **Policy Period** means the period an Insured Person is covered under this Policy and shall commence on the latter of Policy Effective 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.
36. **Policy Schedule** refers to the document showing details of the Policy Period and the particulars of the Policyholder and eligible Insured Persons.
37. **Pre Existing Condition** is any Injury, sickness or other conditions:
- for which Insured Person has sought or received treatment, medication, advice or diagnosis in the 2 years before the Policy Effective Date;
  - 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
  - which is a Chronic Condition or cancer diagnosed before the Policy Effective Date.
38. **Premium Due Date** means the date on which Premium is due to be paid by the Policyholder for this Policy. In respect of the:
- First Premium - The first Premium is due on the next working day following the day the Policyholder agrees to purchase this Policy.
  - Monthly Renewal Premium - Monthly renewal premiums are due on the first working day of each month.
  - Reinstatement - The Premium for reinstatement of Policy is due on the next working day following The Company's approval of the Policyholder's request to reinstate the Policy. If premium is not paid, the Policy will remain null and void.
38. **Quadriplegia** means the entire paralysis of both legs and both arms.
39. **Schedule of Benefits** means the table of benefits applicable to this Policy.
40. **Sickness** means an illness, disease or other physical conditions characterized by a pathological deviation from the normal healthy state. For the avoidance of doubt, Sickness includes Infectious Disease, heatstroke, decompression sickness, hypothermia and mountain sickness.
41. **Spouse** means the husband or wife.
42. **Thumb** means the first digit of a Hand.
43. **Toe** means a digit of the Foot.
44. **Total Disablement** means an Injury suffered by an Insured Person resulting in a disablement that consequentially leads to a total inability to perform, by oneself, at least 3 or more Activities of Daily Living.
45. **Total Loss** means
- In the case of a Limb
    - Permanent physical severance of the Limb; or
    - Permanent, total and irrecoverable loss of use of the Limb.
  - In the case of a loss of Thumb, Finger or Toe
    - Loss by Permanent physical severance of the entire Thumb, Finger or Toe; or
    - Permanent, total and irrecoverable loss of use of a complete Thumb, Finger or Toe
  - In the case of loss of sight
    - Permanent, total and irrecoverable physical loss of one or both eyes; or
    - Permanent, total and irrecoverable loss of the sight of one or both eyes.
  - In the case of loss of speech
    - Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
  - In the case of loss of hearing
    - Permanent, total and irrecoverable loss of hearing resulting in inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.
46. **Usual Country of Residence** means Malaysia, in which the Insured Person 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
47. **War** shall mean war, whether declared or not, any war like activities including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
48. **Waiting Period** means a time period that needs to elapse before the Insured Person becomes entitled to claim a Benefit and during which no Compensation is payable. The Waiting Period is shown against this Benefit in the Schedule of Benefits.

## GENERAL POLICY EXCLUSIONS

The following exclusions apply to all sections of this Policy.

The Company shall not pay under this Policy any claim in connection with:

1. Any act of War, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military, protests, or usurpation of power.
2. An Insured Person committing or attempting to commit any criminal or illegal act (including traffic offences);
3. An Insured Person's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger (except in an attempt to save human life).
4. Any Insured Person employed in the following occupations:
  - a) Military personnel including the armed forces, naval or air force service or operations, including peace keeping;
  - b) Police Personnel;
  - c) Professional sports person when an Insured Person could or would earn income or remuneration from engaging in such sport.
5. Any Injury suffered whilst performing any activities or duties related to occupation listed below:
  - a) Security, firefighting, piloting or crewing of any air or water vessel;
  - b) Off-shore work or activities including oil rig work;
  - c) Miners and quarry workers;
  - d) Loggers and sawmill workers; workers handling boilers or pressure vessels or crane operator;
  - e) Workers engaged in construction of dams, bridges, tunnels or underground work;
  - f) Work that involves heavy machinery, explosives or hazardous materials or chemicals;
  - g) Fisherman, stevedores, stuntman, circus performers, jockey and racing drivers;
  - h) Window cleaners and construction workers at heights exceeding 30 feet (outside a building);
  - i) Racing drivers or riders;
  - j) 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.
6. Any Insured Person engaging, practicing or participating in:
  - a) underwater activities which ordinarily require the use of artificial breathing apparatus. This exclusion does not apply to leisure scuba diving whereby an:
    - i) Insured Person dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
    - ii) Insured Person 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, any type of stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered;
  - c) any aerial activity, 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 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 mountaineering or trekking above 5,500 meters, big wave surfing, winter activities like luge, bobsledding, 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. 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 which are provided by a recognised local tour operator/activity provider but always providing that the Insured Person is acting under the guidance and supervision of qualified guides and/or instructors of the tour operator/activity provider when carrying out such tourist activities.
7. Any Sickness.
8. Any Hospitalization 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 or any treatment which is not medically necessary, or
  - d) any dental treatments.
9. Insured Person's:
  - a) Pre-Existing Condition;
  - b) pregnancy, miscarriage, abortion, childbirth, sterilization, contraception as well as treatment for infertility or birth control treatments or any complications;
  - c) congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
  - d) mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance disorder, anxiety, stress or depression.
10. 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.
11. Cosmetic, plastic surgery or elective surgery or treatment, unless necessitated by an Injury caused by an Accident.
12. Nuclear biological or chemical 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; 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.
13. Any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country against which any laws and/or regulations governing this Policy and/or the Company, Company's parent company or the Company's parent company's ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company from providing insurance coverage or transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payments will be made to any beneficiary who is declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Company, the Company's parent company or the Company's parent company's ultimate holding entity.
14. Any deliberate provocation of the Insured Person against another person that results in the Injury.
15. Any effect 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.

## GENERAL POLICY CONDITIONS

### 1. Insurance Contract

The contract for this Policy is between the Policyholder and the Company only. This Policy in its entirety including any Endorsement(s), Policyholder's application, Policy Schedule, and any other statements in writing will be read together as one contract. In the event of a conflict, the terms, conditions or provisions of this Policy will prevail. No broker, agent or advisor has the authority to change or waive any provisions of the insurance. No change of provisions will be valid unless approved by the Company and such approval will be endorsed onto this Policy.

### 2. Notices to the Policyholder

The Company provides formal written notices to the Policyholder either by post or by electronic means using the last updated contact information provided to the Company. The Company will not be responsible for any consequences arising from Policyholder's failure to notify the Company of any change of contact information.

### 3. Cover Selection

This Policy provides the Insured Person with cover for Benefits under the Plan as set out in this Policy which is selected by the Policyholder during the application process and approved by the Company.

### 4. Eligibility & Age

#### a) Eligibility

- i) To be eligible for cover under this Policy, all Insured Persons must continually satisfy the General Policy

Definition of Usual Country of Residence and all other terms and condition of this Policy.

#### b) Age

- i) Entry age for an adult under this Policy is 18 to 65 years of age. The Policy can be renewed for each Insured Person up to the age of 75 years of age.
- ii) Entry age for a Child (where applicable) is 30 days up to 19 years of age or up to 23 years of age if attending as a full-time student in an accredited institution of higher learning; and
- iii) who are unmarried, primarily reside with the Policyholder and receive financial maintenance and support from the named Insured Person.

### 5. Compliance of Policy Conditions

To receive Compensation under this Policy, the Policyholder and Insured Person must comply with all the terms and conditions of this Policy.

### 6. Reasonable Care

To receive Compensation under this Policy, the Policyholder and Insured Persons must at all times take reasonable precautions and act in a prudent way to prevent and mitigate accident or loss.

### 7. Duty of Disclosure

The Policyholder must take reasonable care to ensure that all the answers to the questions are full, complete, correct, honest and to the best of the Policyholder and Insured Person's knowledge. The Policyholder also has a duty to inform the Company of any change in the information given to the Company earlier before the Company issues the Policy Schedule to the Insured Person, before the Policyholder renews or change any of the terms of the Policyholder's Policy.

If the Policyholder does not, the Company may:

- a) declare the Policyholder or Insured Person's Policy void from inception (which means treating it as invalid) and the Company may not return the premium or recover any unpaid premium;
- b) cancel this Policy and return any premium less the Company's cancellation charge or recover any unpaid premium;
- c) recover any shortfall in premium;
- d) not pay any claim that has been or will be made under the Policy; or
- e) be entitled to recover from Policyholder the total amount of any claim already paid under the Policy or any claim the Company may have to pay under any relevant legislation, plus any recovery costs.

### 8. 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.

### 9. 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.

### 10. 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. The Policy is extended to cover international travel as explained below.
- b) This Policy covers an Insured Person outside of Malaysia, on a worldwide basis, provided that the maximum period an Insured Person is outside of Malaysia is not more than 180 consecutive days at any one time.

#### 11. Assignment

The Policy or any right described under this Policy cannot be assigned or transferred to another party unless agreed to in writing by the Company.

#### 12. Tax

- a) Where the Company is, or believes it will become, liable for any tax or other imposts levied by any Government, authority or other body in connection with this Policy, the Company may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and Benefits), under this Policy in the manner and to the extent it determines to be appropriate to take account of the tax or impost.
- b) In relation to Service Tax (ST), the amount of Premium payable by the Insured Person for this Policy includes an amount on account of the ST payable by the Insured Person. ST refers to any service tax, value added tax, goods and services tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever by whatever name known, which may from time to time be imposed or charged (including any increases or decreases to the rate) by any competent tax authority.

#### 13. Changes of the Terms and Conditions or Premiums

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

- a) 30 days' written notice of such change,
- b) Immediate written notice of such change, if due to any government or statutory declaration which impacts this Policy.

No alteration to this Policy shall be valid unless approved in writing by the Company's authorized representative and reflected in an Endorsement. No broker, agent or advisor has the authority to amend or waive any of the terms and conditions of this Policy.

#### 14. Change of Insured Person's Occupation

The Policyholder will give immediate written notice to the Company 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 arising out of or in the course of an occupation of greater risk than the occupation disclosed in Policyholder'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 Policyholder must inform the Company in writing of any change to an Insured Person's Usual Country of Residence. A change in the Usual Country of Residence will be deemed to mean the Insured Person is living or intending to live in another country other than their Usual Country of Residence for more

than 180 consecutive days. Upon receipt of this information, the Company will determine at its sole discretion to either cover the Insured Person on the same terms and conditions or terminate this Policy.

#### 16. Cancellation

- a) The Company can cancel this Policy by giving 30 days' prior written notice to the Policyholder.
- b) The Policyholder can cancel this Policy by giving 30 days' prior written notice to the Company.
- c) The Company can cancel this Policy if the Policyholder fails to make the premium payment by the Premium Due Date. In such circumstance, the Company will give written notice to the Policyholder 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 any cover in this Policy by giving 7 days' prior written notice to the Policyholder in the event of War in Malaysia.
- e) The Company can cancel the Policy where it is discovered that the Insured Person was in the category of excluded persons as stated in the Policy General Exclusions. In such cases the Company shall have the discretion to decide on the refund of premium.

Unless otherwise advised by the Company and the Policyholder agrees, upon cancellation under (a), (b) & (c) 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.

#### 17. Automatic Termination of Policy

All cover under this Policy will automatically terminate for an individual Insured Person on the date:

- a) this Policy is cancelled for reasons stated under Condition 17: Cancellation;
- b) the Policyholder requests that such Insured Person be deleted as an Insured Person;
- c) where the Insured Person categorized as a Spouse or dependent Child cease to be a Spouse or dependent Child;
- d) of an Insured Person's death, from any cause;
- e) the Insured person attains the maximum age as stated under Condition 4: Eligibility & Age;
- f) the Insured Person ceases to satisfy any of the eligibility requirements as stated under Condition 4: Eligibility & Age and engages in an excluded occupation as stated under General Policy Exclusion 4;
- g) the Insured Person is paid the maximum Compensation for certain Benefits where such termination of the Policy is specified under the Conditions of that Benefit; or
- h) any fraud or misrepresentation to the Company discovered as mentioned under Condition 23: Misrepresentation or Fraud.

#### 18. Duplication of Cover

Only one individual policy providing the same or similar benefits underwritten by the Company is allowed. If more than one policy is held, the Company 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.





If an Insured Person becomes entitled to a refund or reimbursement of all or part of claimed expenses from any other source for any of the Benefits in this Policy, or if there is in place any other insurance policy against the events covered, the Company will only be liable for the excess of the amount recoverable from such other source or insurance. This condition is only applicable to Benefits whereby payment is on a reimbursement basis only.

#### 19. Dealing with Disputes

Any dispute or difference which may arise between the Policyholder or Insured Person (as the case may be) and the Company can be referred to and resolved by arbitration administered by the Asian International Arbitration Centre (Malaysia), for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Kuala Lumpur. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English. If the dispute or difference is not referred to arbitration within 12 months from the date of the dispute or difference, the Policyholder or Insured Person (as the case may be) shall be deemed to have accepted the difference or dispute and waived all rights with respect to such difference or dispute.

#### 20. Premium

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

##### a) Premium Payable

The premium for this Policy will be paid to the Company by the Policyholder 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 Policyholder during the application process.

##### b) Failure of premium payment

The Company will cancel this Policy if the Policyholder 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.

##### c) Changes to Premium Payable

From time to time, the Company may vary premium payments for the Policy by the Policyholder due to underwriting reasons and the Company will notify the Policyholder of such premium variation in writing at least 30 days before the change is to take place and to also update the Policyholder of the new premium amount payable to maintain the Policy. The new premium amount payable will take effect from the next Premium Due Date immediately following the 30 days' notice period given to the Policyholder. 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.

#### 21. 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.

#### 22. 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 Insured Person in respect to any fraudulent claims submitted.

#### 23. Renewal Clause

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. The Policyholder'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 Policyholder in writing at least 30 days before their next Premium Due Date.

#### 24. Free Look Period

The Policyholder has 15 days from the receipt of the Policy to examine the terms and conditions of the Policy to make sure it meets their insurance requirements. If the Policy is sent by post, it is deemed to have been delivered in the ordinary course of post. The Policyholder may cancel the Policy within a 15-day period by giving the Company a written or verbal request to cancel; in which case premiums paid will be refunded, provided no claim has been made under the Policy. It will be as though the Policy never existed.

#### 25. Personal Data Use

The Policyholder and Insured Person(s) are 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 its website at <http://www.aig.my/privacy-notice>. A copy of the 'Privacy Notice' will also be furnished to the Policyholder and Insured Person(s). If they submit information relating to other individuals, they further represent and warrant that they have the authority to provide information relating to the other individuals to the Company, that they have informed the other individuals about the purposes for which their 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 their personal information in accordance with its Privacy Notice.

Such request can be made by writing to the Company at AIG Malaysia Customer Care, P O Box 11768, 50756 Kuala Lumpur or phone: 603 2118 0188, fax 603- 2118 0288or email: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)

#### 26. Currency

If Compensation is made in a currency other than in Malaysian Ringgit, such payment shall use the exchange rate equivalent to the rate published by Bank Negara Malaysia at the time of the payment.

#### 27. Reinstatement of Policy

When the Policy is cancelled due to non-payment of premium, the Policyholder 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 the Company's sole discretion and will require the Policyholder 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.

#### 28. Contract Rights of 3<sup>rd</sup> 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.

#### 29. Beneficiary Designation

All benefits payable due to Accidental death of the Policyholder is payable to the nominee(s) elected by the Policyholder and in the event of failure of the Policyholder to nominate a nominee, to the Policyholder's estate. Compensation for all other benefits will be paid to the Policyholder. The process of claim including settlement will be handled directly between the Company and the Policyholder whose sole discharge will constitute full and final discharge of the claim lodged.

#### 30. 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 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 .

#### 31. Change of Plans and/or Category

Any change in Plan and/or Category is subject to the Company's prior approval. If the Insured Person suffers an event prior to this change, the Company will adjudicate the claim for the Insured Person based on the Policy terms and Compensation applicable prior to the change in Plan and/or Category.

### CLAIMS CONDITIONS

#### 1. Compliance

The Insured Person must obtain and follow proper medical advice from a Doctor as soon as possible after the happening of any Injury likely to give rise to a claim under this Policy.

#### 2. 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 Insured Person not receiving the full amount claimed if the amount payable changes as a result of the delay.
- c) 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 the Company.

#### 3. 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.

#### 4. Information

- a) The Company must be provided with all reasonable and necessary evidence required by the Company to support 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 foreign-language 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 physician, 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 Insured Person may be required by the Company to submit a medical examination by Doctors appointed by the Company before the initial or further Compensation can be paid.
- f) The Company may at their expense arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.

#### 5. Settlement of Claim

- a) Compensation will be paid in accordance to 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 events like Permanent Total Disablement or 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 on 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 or where circumstances necessitate, directly to a service provider. If the Insured Person is a Child, the Compensation will be paid to their Parent.
- d) In the course of the Company's claims process, the Claimant is to render full cooperation to the Company and to its appointed service providers, vendors and experts, including providing face to face interviews, if and when required.
- e) The Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow Doctor's advice and use such appliances or



remedies as may be prescribed in the event of an Injury when claiming Compensation.

#### 6. Limitation of Time for Bringing Suit

Any dispute, difference or question which may arise at any time in relation to the true construction of the Policy or the parties' rights or liabilities must be raised after 90 days from the date of loss or rejection by the Company of any claim made under this Policy.

#### 7. Waiver of Insured Person's Rights

If the Company rejects liability for any claim made under this Policy and it is not referred to any dispute resolution or settlement within 12 calendar months from the date of the Company's rejection, it shall be deemed that the Policyholder and the Insured Person have accepted the Company's rejection of their claim and they have waived all their rights with respect to such a claim.

#### 8. 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 Policyholder, Insured Person or their 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 this right. The Company will pay the costs and expenses involved in exercising its right against the third party.

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

Fax: 603-2174 1515  
Phone: 1-300-88-5465 (1300-88-LINK)/  
03-21741717(Overseas)

Physical Visits: BNMLINK will receive visitors by appointment only. The Policyholder/Insured Person may request for an appointment through their website or telephone.

### COMPLAINTS PROCEDURE

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

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

Phone: 1 800 88 8811 / 603 2118 0188  
Fax: 603 2118 0288  
Email: [AIGMYComplain@aig.com](mailto:AIGMYComplain@aig.com)

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

Financial Market Ombudsman Services  
(Formerly known as Ombudsman for Financial Services)  
Level 14, Main Block Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur

Phone: 603-2272 2811

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