



MULA CAR E-HAILING INSURANCE POLICY

Please refer to the Schedule of Benefits provided below for the Benefits and corresponding Compensation applicable to the Insured Person covered under this Policy. Individual Benefits under 'Part 4 - Benefits' should be referred to for full details of coverage.

SCHEDULE OF BENEFITS		
No	Benefits	Compensation (RM)
1	Accidental Death	25,000
2	Permanent Disablement	25,000
3	Medical Expenses Due To An Injury	250
4	Daily Hospitalization Income Due To An Injury <i>Aggregate Period: Up to 14 consecutive Days</i>	100 Per Day
5	Surgical Cash Allowance	1000
6	E-hailing Cash	100

PART 1 - ABOUT THIS POLICY

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

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

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

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

ONGOING DUTY OF DISCLOSURE

Pursuant to Schedule 9 of the Financial Services Act 2013, the Certificate Holder has 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 the Company 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 the Company. The Certificate Holder also has a duty to tell the Company immediately if at any time after this Policy has been entered into, varied or renewed with the Company, any information given when the Policy was purchased is inaccurate or has changed. In this circumstance, the Company reserves the right to review the cover granted including withdrawing or amending cover previously approved.

PART 2 - ELIGIBILITY

To be eligible for cover under this Policy:

- (a) The Certificate Holder, Spouse and/or Child(ren) must be traveling together during the Operative Time for coverage to be extended to the accompanying Spouse and/or Children;
- (b) the booking of the E-hailing Vehicle must be made by the Certificate Holder through the E-hailing Application; and
- (c) a proof of receipt must be submitted to the Company.

All other requirements as specified in this Part 2 of this Policy must be continuously satisfied by the Insured Person to be eligible for coverage under this Policy.

A. AGE

Entry age for the Certificate Holder under this Policy is 18 to 65 years of age (inclusive).

The maximum age for any Insured Person under this Policy is 65 years of age.

B. RESIDENCY

To be eligible for cover under this Policy, the Insured Person must be a:

- (i) Malaysian citizen;
- (ii) Malaysian permanent resident; or
- (iii) Holder of a valid employment pass (of which the place of employment must be in Malaysia during the Operative Time) or a dependent pass granted by the relevant Government authority.

C. OCCUPATION

Occupations other than those listed under 'Part 5 – General Policy Exclusions', Item 3'.

PART 3 - 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 Operative Time.
2. **Aggregate Period** means the maximum number of consecutive Days for which a Compensation is payable as specified against the Benefit in the Schedule of Benefits.
3. **Benefit** means the benefits listed in the Schedule of Benefits and which are subject to the terms and conditions as stated under this Policy.
4. **Certificate Holder** is the person who:
 - (a) is a registered user of the E-hailing Application;
 - (b) opts-in for this Policy;
 - (c) travels in the E-hailing Vehicle during the Operative Time; and
 - (d) will be responsible for Premium payments and has the right to exercise all privileges under this Policy.
5. **Certificate of Insurance** means the document showing details of the Operative Time.
6. **Child(ren)** means the Certificate Holder's biological, step or legally adopted child(ren).
7. **Chronic Condition** means a condition that is expected to persist for the remainder of the Insured Person's natural life.
8. **Claimant** means the Insured Person or their legal representative, as applicable, making a claim against this Policy.
9. **Company** means AIG Malaysia Insurance Berhad.
10. **Compensation** means the maximum amount payable for a Benefit as specified in the Schedule of Benefits.
11. **Day** means a completed period of 24 hours.
12. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorized by the medical licensing authority in Malaysia 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.

13. **E-hailing Application** means the Master Policy Holder's registered and licensed mobile application provided in Malaysia, which facilitates the provision of e-hailing transport services by a licensed and registered driver to a registered user of such mobile application.
14. **E-hailing Vehicle** means four-wheeled motor vehicles:
- with a minimum capacity of 4 passenger seats and a maximum capacity of 10 passenger seats, operating under a valid license for the transportation of e-hailing fare-paying passengers;
 - registered with the E-hailing Application;
 - booked by the Certificate Holder through the E-hailing Application; and
 - that are not booked through the E-hailing Application on a chartered basis.
15. **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 same premises;
 - with 24 hours daily nursing service by registered graduate nurses;
 - operated under the supervision of Doctor(s); and
 - 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.
16. **Hospitalization/Hospitalized** means the admission of the Insured Person to a Hospital as an In-patient.
17. **Immediate Family Member** means the Insured Person's Spouse, parent, parent-in-law, grandparent, Child(ren), son-in-law, daughter-in-law, brother or sister, step-parent, grandchild.
18. **Infectious Diseases** means health disorders or infections caused by pathogenic microorganisms, such as bacteria, viruses, fungi or parasites. Infectious diseases can be passed from person to person, can be transmitted by insects or other animals or by consuming contaminated food or water or while being exposed to organisms in the environment.
19. **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.
20. **Injury** means a bodily injury which is sustained by the Insured Person during the Operative Time and is caused by an Accident solely and independently of any other causes including any Sickness, pre-existing or congenital condition. Injury includes:
- Accidental drowning;
 - Accidental suffocation or inhalation of smoke, poisonous fumes or gases. This does not extend to include air pollution or atmospheric phenomenon including but not limited to haze, smog, and the like. General Exclusion 15 continues to apply.
 - Any Injury directly resulting from animal or insect bites. This excludes any claims in connection with any Infectious Diseases.
21. **Insured Person** means the Certificate Holder and their accompanying Spouse and/or Child(ren), if applicable, during the Operative Time. The Certificate Holder, Spouse and/or Child(ren) must be traveling together during the Operative Time for coverage to be extended to the accompanying Spouse and/or Children.
22. **Master Policy Holder** means the company named as master policy holder in the Master Policy Schedule.
23. **Master Policy Schedule** means the document issued together with this Policy detailing the particulars of the Master Policy Holder, period of this Policy and benefits under this Policy.
24. **Operative Time** means the cover under this Policy will commence for the Insured Person from the time they board the E-hailing Vehicle at the beginning of their journey and will end when the Insured Person alights from the E-hailing Vehicle upon completion of the same journey. This Operative Time is applicable to each e-hailing journey undertaken by the

Certificate Holder after the Certificate Holder has opted-in for this Policy until the Certificate Holder has opted out of this Policy.

25. **Policy** refers to this insurance contract which consists of the policy wording, Certificate of Insurance, Schedule of Benefits and any other documents the Company may issue to the Certificate Holder that will form part of this Policy.
26. **Pre-Existing Condition** is any Injury, sickness or other conditions:
 - a) for which Insured Person has sought or received treatment, medication, advice or diagnosis before the Operative Time;
 - b) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the Operative Time which would have caused a reasonable person to seek diagnosis, care or treatment; or
 - c) which is a Chronic Condition or cancer diagnosed before the Operative Time.
27. **Premium** means the amount as shown on the Certificate of Insurance that is payable in respect of the Policy by the Certificate Holder during the Operative Time.
28. **Schedule of Benefits** means the table containing the applicable Benefits and their corresponding Compensation.
29. **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 but is not limited to Infectious Disease, heatstroke, decompression sickness, hypothermia and mountain sickness.
30. **Spouse** means the husband or wife who is legally married to the Certificate Holder.
31. **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.

PART 4 - BENEFITS

BENEFIT 1: ACCIDENTAL DEATH

If an Insured Person sustains an Injury when boarding, travelling in or exiting an E-hailing Vehicle as a fare paying passenger that directly results in Accidental death within 365 Days from the date of the Accident, the Company will pay the Compensation specified in the Schedule of Benefits.

Exposure

If an Accidental death occurs as a direct result of unexpected exposure to natural elements following an Accident, the Company will pay the Compensation as specified in the Schedule of Benefits.

Disappearance

If the Insured Person's body has not been found within 365 Days after the date of disappearance, sinking or wrecking of the E-hailing Vehicle either on the ground or at sea in which the Insured Person was travelling in 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.

SPECIFIC CONDITIONS APPLICABLE TO '1. ACCIDENTAL DEATH' BENEFIT

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

- The Insured Person can make a claim either under this Benefit or under '2. Permanent Disablement on a E-hailing Vehicle' Benefit, but not both.

BENEFIT 2: PERMANENT DISABLEMENT

If an Insured Person sustains an Injury when boarding, travelling in or exiting an E-hailing Vehicle as a fare paying passenger 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.

Events Injury resulting in:		Percentage of Compensation payable per Insured Person as specified in the Schedule of Benefits
1	Permanent Total Disablement	100%
2	Permanent Quadriplegia	100%
3	Permanent Paraplegia	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent Total Loss of sight of one eye	100%
6	Permanent Total Loss of two or more Limbs	100%
7	Permanent Total Loss of one Limb	100%

SPECIFIC DEFINITIONS APPLICABLE TO '2. PERMANENT DISABLEMENT' BENEFIT

In addition to the definitions set out in the General Policy Definitions, the following specific definitions apply:

- Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
- 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 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.

SPECIFIC CONDITIONS APPLICABLE TO '2. PERMANENT DISABLEMENT' BENEFIT

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

- The maximum Compensation payable under this Benefit in an Insured Person's lifetime regardless of the number of Events suffered, shall not exceed 100% of the Compensation specified in the Policy Schedule.
- In the event the Insured Person suffers Accidental death in respect of the same Injury within 365 Days from the date of Accident, the Insured Person can make a claim either under this Benefit or under '1. Accidental Death' Benefit, but not both.

BENEFIT 3: MEDICAL EXPENSES DUE TO AN INJURY

If an Insured Person sustains an Injury when boarding, travelling in or exiting an E-hailing Vehicle as a fare paying passenger, the Company will reimburse the Medical Expenses incurred to treat the Injury sustained by the Insured Person, up to the maximum Compensation payable for any one Accident as specified in the Schedule of Benefits, provided that the first medical treatment sought for such Injury is within 24 hours from the time of the Accident.

All Medical Expenses must be incurred within 30 days from the date of the Accident.

SPECIFIC DEFINITIONS APPLICABLE TO '3. MEDICAL EXPENSES DUE TO AN INJURY' BENEFIT

In addition to the definitions set out in the General Policy Definitions, the following specific definitions apply:

Medical Expenses for the purpose of this Benefit means any actual, reasonable and necessary expenses incurred for Hospitalization, medical treatment or supplies, medical services, which are medically necessary to treat the 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.

SPECIFIC CONDITIONS APPLICABLE TO '3. MEDICAL EXPENSES DUE TO AN INJURY' BENEFIT

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

1. This Benefit is only payable if the first medical treatment sought for the Injury is within 24 hours 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 and 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 specified 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.

SPECIFIC EXCLUSIONS APPLICABLE TO '3. MEDICAL EXPENSES DUE TO AN INJURY' BENEFIT

In addition to the exclusions set out in the General Policy Exclusions, this Policy will not pay any claim in connection with:

1. Any Medical Expenses for treatments, medical services or supplies incurred more than 30 days from the date of the Accident even if the maximum Compensation for this Benefit has yet to be exhausted.
2. Any medical transportation services.
3. 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.

4. 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.

BENEFIT 4: DAILY HOSPITALIZATION INCOME DUE TO AN INJURY

If an Insured Person sustains an Injury when boarding, travelling in or exiting an E-hailing Vehicle as a fare paying passenger and is Hospitalized within 7 Days from the date of the Accident, 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 continue up to the Aggregate Period per claim or until the Insured Person is discharged from the Hospital as an In-patient, whichever occurs first.

SPECIFIC CONDITIONS APPLICABLE TO '4. DAILY HOSPITALIZATION INCOME DUE TO AN INJURY' BENEFIT

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

1. This Benefit is payable only once per Policy per Insured Person.
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).

BENEFIT 5: SURGICAL CASH ALLOWANCE

If an Insured Person sustains an Injury when boarding, travelling in or exiting an E-hailing Vehicle as a fare paying passenger which directly results in a medically necessary Surgery recommended by the attending Doctor requiring a minimum Hospitalization period of 7 consecutive Days within 7 Days from the date of the Accident, the Company will pay Compensation as specified in the Schedule of Benefits.

SPECIFIC DEFINITIONS APPLICABLE TO '5. SURGICAL CASH ALLOWANCE' BENEFIT

In addition to the definitions set out in the General Policy Definitions, the following specific definitions apply:

1. **Surgery** means any of the following medical procedures:
 - (a) To incise, excise or electro cauterize any organ or body part
 - (b) To repair, revise, or reconstruct any organ or body part
 - (c) To reduce by manipulation a fracture or dislocation

SPECIFIC CONDITIONS APPLICABLE TO '5. SURGICAL CASH ALLOWANCE' BENEFIT

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

1. The surgical procedure undergone by an Insured Person shall be supported with a Doctor's written recommendation and evidenced by a medical report, Insured Person's Hospital discharge summary or Hospital billing statement.
2. For this Benefit to be payable, there must be a minimum Hospitalization period of 7 consecutive Days.

SPECIFIC EXCLUSIONS APPLICABLE TO '5. SURGICAL CASH ALLOWANCE' BENEFIT

In addition to the exclusions set out in the General Policy Exclusions, this Policy will not pay any claim in connection with:

1. Any dental or oral surgeries.

BENEFIT 6: E-HAILING CASH

If an Insured Person sustains an Injury when boarding, travelling in or exiting an E-hailing Vehicle as a fare paying passenger that results in Hospitalization for a minimum period of 7 consecutive Days, the Company will pay Compensation as specified in the Schedule of Benefits for any one Accident to assist the Insured Person financially for the e-hailing ride expenses.

SPECIFIC CONDITIONS APPLICABLE TO '6. E-HAILING CASH' BENEFIT

In addition to the conditions set out in the General Policy Conditions, the following specific conditions apply:

1. The Insured Person must be Hospitalized for a minimum period of 7 consecutive Days.
2. For this Benefit to be payable, there must be a valid claim payable under the '4. Daily Hospitalization Income Due To An Injury' Benefit.
3. This Benefit is only paid once per Policy per Insured Person.

PART 5 - 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.

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

1. Any injury sustained by an Insured Person outside of the Operative Time.
2. Any E-hailing Vehicles that has been booked through the E-hailing Application on a chartered basis.
3. Persons engaged in occupations with high risk or exposure to hazardous conditions. This would include 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) Professional sports person when an Insured Person could or would earn income or remuneration from engaging in such sport.
 - d) Pilots or crew of any air or water vessel;
 - e) Off-shore work or activities including oil rig work.
4. The Insured Person's:
 - (a) Pre-Existing Condition or any complication arising from it;
 - (b) failure to follow medical advice given by a Doctor;
 - (c) pregnancy, miscarriage, abortion, childbirth, sterilization, contraception as well as treatment for infertility or birth control treatments or any complications;
 - (d) congenital anomalies and conditions arising out of or resulting therefrom or physical impairment;
 - (e) mental, psychiatric or nervous disorder (including any neuroses and their physiological or psychosomatic manifestations), sleep disturbance disorder, anxiety, stress or depression.
5. 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.
6. Any Sickness.

7. Any Injury arising directly or indirectly due to osteoporosis.
8. Any expenses incurred 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; or
 - c) any treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not medically necessary.
9. The Insured Person's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.
10. The Insured Person committing or attempting to commit any criminal or illegal act (including traffic offences).
11. Any act of War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, usurpation of power, strike, riot or civil commotion.
12. The Insured Person engaging, practicing, training or participating in:
 - (a) underwater activities which ordinarily require the use of artificial breathing apparatus. This exclusion does not apply to recreational scuba diving whereby:
 - (i) the Insured Person dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
 - (ii) the 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, stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered;
 - (c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare paying passenger in a commercial aircraft licensed to carry passengers; or
 - (d) any extreme sports or activity that presents a high level of inherent danger (i.e. involving exceptional speed and height, high level of expertise, exceptional physical exertion or highly specialized gear) or of personal risk. This shall include but not be limited to:
 - (i) any mountaineering; involving climbing harnesses, belay or rappel devices ropes and guides; or
 - (ii) any activity or trekking above 3,000 meters;
 - (iii) big wave surfing;
 - (iv) winter activities like luge, bobsledding, ski or snow board jumping or stunts;
 - (v) bicycle, motor, air or sea craft speed trials or stunts;
 - (vi) canoeing/kayaking and white and black water rafting in grade 4 or higher rapids;
 - (vii) cliff jumping, horse jumping, horse polo or any aerobatics;
 - (viii) hunting trips, caving or pot holing.

It does not mean usual tourist activities that are accessible to the general public without restriction (other than height or general health or fitness warnings) and conducted under the supervision of qualified licensed personnel of a registered tour operator.

13. Any deliberate provocation of the Insured Person against another person that results in an Injury.

14. The Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
15. Cosmetic, plastic surgery or elective surgery or treatment.
16. Any Injury sustained whilst the Insured Person is riding on a motorcycle without a safety helmet either as a rider or pillion-rider.
17. 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 6 - GENERAL POLICY CONDITIONS

1. **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.

2. **Cover Selection**

This Policy provides the Insured Person with cover for Benefits as set out in this Policy.

3. **Reasonable Care**

The Insured Person must take all reasonable steps to prevent and mitigate any accident or loss.

4. **Governing Law Jurisdiction**

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.

5. **Dispute Resolution**

Any dispute or difference which may arise between the Certificate Holder/Insured Person and the Company shall be referred to Asian International Arbitration Center. All arbitration proceedings must take place, within 12 months from the date of disclaimer, failing which the Company would have no obligation over the claim.

6. **Geographical Limits & Territorial Limits**

This Policy covers the Insured Person in Malaysia during the Operative Time, unless otherwise stated or endorsed under this Policy.

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. 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.

9. Offset Clause

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

10. Limitation of Time for Bringing Suit

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

11. Waiver of the Certificate Holder/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/arbitration or settlement within 12 calendar months from the date of the Company's rejection, it shall be deemed that the Certificate Holder/Insured Person has accepted the Company's rejection of their claim and they have waived all their rights with respect to such a claim.

12. Premium

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

a) Premium Payable

The Premium for this Policy will be paid to the Company by the Certificate Holder. The Premium payable is as specified by the Company and agreed to by the Certificate Holder during the application process.

b) Failure of Premium payment

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

c) Changes to Premium Payable

- i) The Company may vary Premium payments for the Policy due to underwriting reasons. In such instance the Company will notify the Master Policy Holder of such premium variation in writing at least 30 Days before the change is to take place and to also update the Master Policy of the new Premium amount payable to maintain the Policy.
- ii) If the changes to the Premium made by the Company are acceptable, the Master Policy Holder may choose to continue with the Policy at the new Premium amount applicable.



- iii) A shorter notice period and effective date may apply if a Premium variation is required due to tax or other imposts levied by any Government, regulatory or any other sanctioned authority in connection with this Policy.
- iv) No coverage will be provided if Premium payable in respect of this Policy is not paid by the Certificate Holder.

13. Misstatement of Age

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

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

14. Misrepresentation or Fraud

Any fraud, deliberate dishonesty or deliberate hiding of any information connected with the application for this Policy, for ongoing/subsequent disclosures 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.

15. Policy Changes

Changes of the terms or conditions by the Company

The Company reserves the right to change the terms or conditions of this Policy by giving the Master Policy 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:

1. If the changes in terms or conditions by the Company are acceptable to the Master Policy Holder, then this Policy will continue. If the changes are not acceptable, the Master Policy Holder may cancel this Policy under 'Cancellation'.
2. No alteration to this Policy shall be valid unless approved in writing by the Company's 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.

16. Personal Data Use

The Certificate Holder is deemed to have read, understood, and consented to the collection and subsequent processing of their personal information by the Company (whether obtained during the application process or administration of this Policy) in accordance with, the Company's Privacy Notice as from time to time published on the website at <https://www.aig.my/privacy-notice>. If the Certificate Holder submits information relating to other individuals, the Certificate Holder further represents and warrants that they have the authority to provide information relating to the other individuals to the Company, that the Certificate Holder has 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 the Company, and that the other individuals agree and consent that the Company may collect, use and process his/her personal information in accordance with the Privacy Notice. The Certificate Holder reserves the right to obtain access, request correction or withdraw their consent to the use of any of their personal information held by AIG Malaysia. Such request can be made by writing to the Company at:



AIG Malaysia Insurance Berhad
Attn: Customer Care Executive
Level 18, Menara Worldwide,
198 Jalan Bukit Bintang,
55100 Kuala Lumpur.

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

17. **Currency**

- (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/Insured Person 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.

18. **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.

19. **Nomination**

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

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

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

AIG Malaysia Insurance Berhad
Level 17, Menara Worldwide
198 Jalan Bukit Bintang
55100 Kuala Lumpur

20. **Rights of Assignment**

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

21. Sanction

The Company shall not be deemed to provide cover and 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 its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

22. Financial Services Act 2013

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

PART 7 - CANCELLATION

Master Policy -

1. The Company can cancel this Policy:

- a) by giving 14 days' prior written notice to the Master Policy Holder's last known address or via email.
- b) by giving 7 Days' prior written notice to the Master Policy Holder in the event of War in Malaysia.

2. The Master Policy Holder can cancel this Policy :

- a) by giving 14 days' prior written notice to the Company or via email at the address set out in Part 10 of this Policy. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier.

Unless otherwise advised by the Company and the Master Policy Holder agrees, upon cancellation under 1 (a) and 2 (a) the Company will continue to provide cover without prejudice to the Certificate Holders who have opted for this Policy up to the cancellation date of the Master Policy and for which Premium has been received. This Master Policy shall terminate upon the expiry of such period.

Certificate of Insurance -

1. The Company can cancel this Policy:

- a) immediately if the Certificate Holder fails to make the Premium payment. No Benefits will be payable for any claim that occurs during a period for which Premium was not received.

2. This Policy is non-cancellable by the Certificate Holder.

PART 8 - AUTOMATIC TERMINATION OF POLICY

All cover under this Policy will automatically terminate for the Certificate Holder/Insured Person on the date:

- a) no Premium is paid by the Certificate Holder in respect of this Policy;
- b) the Insured Person ceases to satisfy any of the eligibility requirements as stated under Part 2 - Eligibility;

- c) any fraud or misrepresentation to the Company is discovered as mentioned under Part 6 – General Policy Conditions, Condition 14: Misrepresentation or Fraud.

PART 9 - CLAIMS PROCEDURES

1. Steps to Make a Claim

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

- (i) Call the Company at 1800 88 8811; or
- (ii) Complete the [Personal Accident & Health Claims Form](#) and email it to MYPAclaims@aig.com.

Step 2: The Certificate Holder/Insured Person must prepare the relevant basic supporting documents according to the nature of claim as specified in the link below:

<https://www.aig.my/claims/personal-claims/personal-accident-claims>

Step 3: The Certificate Holder/Insured Person must submit the claims evidence to the Company within 30 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

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

2. Compliance

The Company shall not be liable for any consequences arising by reason of the Certificate Holder/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 when claiming Compensation.

3. Claim Notification

- a) The Company must be notified as soon as it is reasonably practical and in any event within 30 days after the date of 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 Certificate Holder/Insured Person not receiving the full amount claimed if the amount payable changes as a result of the delay.

4. Burden of Proof

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

5. Claims Evidence / Information

- a) The Company must be provided with all reasonable and necessary evidence required by the Company to support a claim within 90 Days after the date of Accident which leads to a claim. Information provided to the Company to support a claim includes but is not limited to original reports, invoices and receipts, medical certificates and other documents (such as translation of a 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 Company may require the Certificate Holder/Insured Person to undergo a medical examination by a Doctor appointed by the Company before the initial or additional 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.

6. 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 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 specified on the Schedule of Benefits. Any Compensation that the Company makes under this Policy will not exceed the limit specified 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 directly to a service provider.
- 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.

7. Subrogation

In the event that a third party is held liable for all or part of any claim paid under this Policy, the Company may exercise its legal right to pursue the third party to recover its outlay. The Claimant 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.

8. Rights to Recovery

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

PART 10 – COMPLAINTS PROCEDURES

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

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 the decision of the Company may refer to the Ombudsman for Financial Services (OFS) giving details of the dispute, the name of the insurance company and the policy number. The contact details of the OFS are as follows:

Ombudsman for Financial Services

Level 14, Main Block
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

Phone: 603-2272 2811

Fax: 603-2272 1577

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

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.