



WalletSafe

Policy Wording

PART I

DEFINITIONS

In this POLICY, unless the context otherwise requires:

1. ACCOUNT means the type of DIGITAL WALLET accounts of the INSURED PERSON under the POLICYHOLDER's platform, which refers to eWallet and GO+ account under this POLICY.
2. ACCOUNT BALANCE means the total balance of the stored monetary value of all INSURED PERSON's ACCOUNT under POLICYHOLDER's platform, where the stored monetary value can be used for the purchase of goods and services.
3. ACCIDENT shall mean a sudden, unintentional, unexpected, unusual, unforeseen, involuntary and specific event that occurs at an identifiable time and place which shall, independently of any other cause, which causes an ACCIDENTAL BODILY INJURY or UNAUTHORISED TRANSACTION, whichever applies.
4. ACCIDENTAL BODILY INJURY means a bodily injury occurring during the PERIOD OF COVERAGE which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement. This is extended to bodily injury as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, (unless this is the direct result of an ACCIDENTAL BODILY INJURY) naturally occurring condition or degenerative process or the result of any gradually operating cause.
5. AIRWORTHINESS CERTIFICATE is defined as an 'N' Standard of 'NC' Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States of America, or any equivalent certificate issued by the jurisdictional agency or authority of the recognized government of any nation anywhere in the world.
6. BANK CARD means any credit or debit card which the INSURED PERSON is the cardholder, where the BANK CARD is issued by legal financial institutions in Malaysia and/or allowed to be legally used in Malaysia, and registered to the DIGITAL WALLET on the POLICYHOLDER's platform.
7. CERTIFICATE OF INSURANCE details the INSURED PERSON, sum insured and PERIOD OF COVERAGE.
8. CLOSE ASSOCIATE means any individual closely connected to the ENTITY, either socially or professionally.
9. COMPANY, WE, OUR or US shall mean AIA General Berhad.
10. COVID-19 shall mean 2019 Novel Coronavirus or subsequent iteration by World Health Organization (WHO).
11. DIGITAL WALLET is the electronic wallet (e-wallet) associated with the INSURED PERSON's ACCOUNT with the POLICYHOLDER and is intended for effecting payment for the purchase of goods and services through online and offline platform.
12. ENDORSEMENT means a written alteration to the terms, conditions and limitations of this POLICY.
13. ENTITY means any individual, body, organisation, institution, establishment, operation that is:-
 - (a) sanctioned, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations ("Sanctioned Entity"); or



- (b) employed, employs, trades, or conducts business with a Sanctioned Entity in any manner whatsoever.
14. HAZARDOUS ACTIVITY refers to mountaineering or abseiling necessitating the use of ropes and other climbing equipment, offshore activities beyond five (5) kilometers off any coastline and including rafting or canoeing involving white water rapids, bungee jumping, flying or other aerial activities (unless as a fare-paying passenger in a fully licensed aircraft), underwater activities involving the use of any artificial breathing apparatus to a depth of more than eighteen (18) metres, horseback polo playing, steeple chasing, any form of martial arts, racing (other than on foot or swimming) or trial of speed or reliability, ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill.
15. HOSPITAL shall mean only an institution licensed as a HOSPITAL and operates pursuant to law for the care and treatment of sick and injured persons as registered bed patients, with facilities for diagnosis and major surgery, which is under the supervision of one (1) or more REGISTERED MEDICAL PRACTITIONERS and which has 24-hour a day professional nursing service. "HOSPITAL" does not include any institution or that portion of any institution which is operated as a convalescent or nursing home, rest home, home for the aged, a place for alcoholics or drug addicts or for any similar purpose.
16. INSURED PERSON shall mean the person(s) covered described in the CERTIFICATE OF INSURANCE whom must meet the following eligibility and has/have successfully applied for this insurance:
- Aged between eighteen (18) and seventy (70) years old; and
 - Malaysian, permanent resident of Malaysia, work permit holder, pass holder or otherwise legally employed or legally residing in Malaysia; and
 - POLICHOLDER's registered and verified users, i.e. e-KYC users of POLICYHOLDER's platform.
17. ISSUE DATE or COMMENCEMENT DATE is the date and time when coverage under the CERTIFICATE OF INSURANCE take effect. The ISSUE DATE is shown on the CERTIFICATE OF INSURANCE and the COMMENCEMENT DATE is the date and time of issue of any ENDORSEMENT indicated in the relevant ENDORSEMENT whenever the original terms and coverage of the POLICY or CERTIFICATE OF INSURANCE are changed subsequently.
18. PERIOD OF COVERAGE is the time period the INSURED PERSON is given coverage as stated in the CERTIFICATE OF INSURANCE.
19. POLICY refers to the contract of insurance between the POLICYHOLDER and US, which comprises this policy wording, any information provided or declaration made by the POLICYHOLDER, the POLICY SCHEDULE, and any ENDORSEMENTS WE have issued varying the policy cover.
20. POLICYHOLDER, YOU or YOUR means the person or the entity effecting this POLICY as indicated in the POLICY SCHEDULE.
21. POLICY SCHEDULE means the document where the benefits and sum insured are stated. It is issued in favour of the POLICYHOLDER after POLICY application being accepted by US, which shall be deemed proof of the insurance cover provided to the POLICYHOLDER under this POLICY. POLICY SCHEDULE shall be read together with this POLICY as one contract.
22. PREMIUM means any amount the COMPANY requires YOU to pay under the POLICY and it is exclusive of any TAX.
23. PRE-EXISTING CONDITION with reference to an INSURED PERSON's insurance of this POLICY shall mean any illness or condition occurring before the effectiveness or the last reinstatement of his/her cover, whichever is later. For this purpose, an illness or condition has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which would cause an ordinary prudent person to seek diagnosis, care or treatment.
24. REGISTERED MEDICAL PRACTITIONER shall mean any person qualified by degree in western medicine who has registered with the government of the geographical area of his/her practice to render



medical or surgical services, but other than the INSURED PERSON, an agent, or business partner(s), employer/employee of the INSURED PERSON, or a member of the INSURED PERSON's immediate family or related in similar fashion to the INSURED PERSON's spouse.

25. **RELATIVE** means spouse, partner, sibling, child, parent or parent of the spouse or partner of the ENTITY. Sibling, child, parent or parent of the spouse or partner includes both biological and non-biological relationship.
26. **TAX** is defined as any present or future, direct or indirect, tax including sales tax, service tax, any other tax of similar nature, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof imposed by the Government of Malaysia.
27. **UNAUTHORISED TRANSACTION** shall mean any transaction of stored monetary value from INSURED PERSON's DIGITAL WALLET performed without the INSURED PERSON's authorisation or consent and due to no fault of INSURED PERSON, which includes any monetary value reloaded from the BANK CARD into the DIGITAL WALLET.
28. **WAITING PERIOD** shall mean the first seven (7) days from the ISSUE DATE of the CERTIFICATE OF INSURANCE and is applied only when the INSURED PERSON is first covered. WAITING PERIOD will be waived, provided that any subsequent repurchases of the same plan insuring the same INSURED PERSON as the previous or expired CERTIFICATE OF INSURANCE shall be made within three (3) days from the expiry date and time as stated in the CERTIFICATE OF INSURANCE of the previous or expired CERTIFICATE OF INSURANCE.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

PART II

DATA REQUIRED

The POLICYHOLDER shall maintain a record with respect to each INSURED PERSON under this POLICY, showing the INSURED PERSON's name, sex, age or date of birth, amount of insurance, the date and time insurance become effective, the date insurance terminated, changes, with dates noted, of classification, beneficiary designation and other pertinent information as may be necessary to carry out the terms of this POLICY.

The POLICYHOLDER shall furnish the COMPANY with all information and proofs which the COMPANY may reasonably require with regard to any matters pertaining to this POLICY. All documents furnished to the POLICYHOLDER by any INSURED PERSON in connection with the insurance, and other records as may have a bearing on the insurance under this POLICY, shall be open for inspection by the COMPANY at all reasonable times.

PART III

INSURING AMOUNT AND BENEFITS

While this POLICY is in force, the COMPANY shall provide the INSURED PERSON the benefits of Part III of this POLICY as shown in the Schedule of Benefits below and as specified in the CERTIFICATE OF INSURANCE of this POLICY or any ENDORSEMENT attached to this POLICY, subject to the provisions, conditions and limitations of this POLICY.

SCHEDULE OF BENEFITS

No.	Benefits	Amount of Cover (RM)
1	UNAUTHORISED TRANSACTION from DIGITAL WALLET	Up to RM 25,000*
2	Death due to ACCIDENT	10 times of INSURED PERSON'S DIGITAL WALLET ACCOUNT BALANCE (Up to RM 25,000)
3	Death due to COVID-19	

* Any claim per incident with amount less than or equal to RM 5,000 will be excluded from this POLICY and covered separately by POLICYHOLDER.



DESCRIPTION OF BENEFITS



SECTION 1: UNAUTHORISED TRANSACTION FROM DIGITAL WALLET

In the event that the INSURED PERSON's stored monetary value in DIGITAL WALLET ACCOUNT is lost or transacted wholly or partially due to UNAUTHORISED TRANSACTION within the PERIOD OF COVERAGE, the COMPANY will pay the financial loss amount to the INSURED PERSON.

This section is limited to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE.

The COMPANY will not pay for any financial loss incurred by the INSURED PERSON which can be recovered or compensated by a licensed financial institution or other sources as determined at the COMPANY's rights.



SECTION 2: DEATH DUE TO ACCIDENT

When the INSURED PERSON shall sustain ACCIDENTAL BODILY INJURY effected directly and independently of all other causes by ACCIDENT (hereinafter referred to as "injury") within the PERIOD OF COVERAGE, which results in loss of life of the INSURED PERSON within three hundred and sixty-five (365) days after the date of the ACCIDENT, the COMPANY will pay 10 times of INSURED PERSON's DIGITAL WALLET ACCOUNT BALANCE as at first (1st) day of the month where the ACCIDENT occurred.

This section is limited to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE.

If a claim is paid under this Section, no other benefits under Section 3 shall be payable, and shall forthwith terminate the assurance of the INSURED PERSON.



SECTION 3: DEATH DUE TO COVID-19

If the INSURED PERSON has been diagnosed in Malaysia as a person with laboratory confirmation of infection with the COVID-19 within the PERIOD OF COVERAGE, which shall within three hundred and sixty-five (365) days of diagnosis result in death, the COMPANY will pay 10 times of INSURED PERSON's DIGITAL WALLET ACCOUNT BALANCE as at first (1st) day of the month where the laboratory confirmation of infection occurred.

This section is limited to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE.

If a claim is paid under this Section, no other benefits under Section 2 shall be payable, and shall forthwith terminate the assurance of the INSURED PERSON.

The proof of claim is to be submitted to the COMPANY and shall include the COVID-19 specific tests, and death certificate.

The COMPANY shall not be liable for claims directly or indirectly caused by or which results from WAITING PERIOD and/or PRE-EXISTING CONDITIONS.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 3 FOR COVID-19 BENEFITS

1. INSURED PERSON must be diagnosed with COVID-19 by any of the HOSPITALS identified by the Ministry of Health.
2. Exclusion for INSURED PERSON with pre-existing COVID-19 diagnosis and/or pending COVID-19 test results when the PERIOD OF COVERAGE commences.



3. INSURED PERSON is entitled to claim if the COVID-19 tests conducted within the PERIOD OF COVERAGE that lead to positive diagnosis result regardless of the result's release date provided a proof of test date is submitted for claim.
4. INSURED PERSON who is insured with more than one policy are only entitled to claim once.

PART IV**EXCLUSIONS****APPLICABLE TO PART III SECTION 1**

The POLICY shall not cover any event caused directly or indirectly, wholly or partly by any of the following occurrences:

1. Duplicate claims were made through other methods, channels or platforms, i.e. INSURED PERSON have filed a chargeback to the credit card issuer;
2. Any claim per incident with amount less than or equal to RM5,000 will be excluded from this POLICY and covered separately by the POLICYHOLDER;
3. INSURED PERSON has authorised another third party to have access to INSURED PERSON'S ACCOUNT (for instance, provided them with the login information). If the third party conducts transactions without your knowledge or permission, INSURED PERSON shall be responsible for all the consequences arising from such use;
4. Intention of fraud or negligence is found;
5. Voluntary disclosure of any security information to a third party who subsequently commits or colludes with INSURED PERSON in fraudulent act;
6. INSURED PERSON fails to provide all required information and/or documents for OUR investigation;
7. UNAUTHORISED TRANSACTION took place as a result of any third party terminal or system being impacted by, including but not limited to hacking attempts, bank system upgrades/ malfunctions, telco downtime etc. of which INSURED PERSON is aware before the UNAUTHORISED TRANSACTION took place;
8. UNAUTHORISED TRANSACTION took place under unforeseeable circumstances, including but not limited to natural disasters, nuclear risks, war, declared or undeclared; invasion, act of foreign enemy hostilities or warlike operations, mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of emergency, or any of the causes which determine the proclamation or maintenance of martial law or state of emergency, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, which are beyond the OUR reasonable control;
9. Any regulation or legal restriction that prevent the reimbursement to be made to the INSURED PERSON;
10. INSURED PERSON'S mobile phone is rooted or jailbroken;
11. INSURED PERSON did not download POLICYHOLDER'S platform or application from legitimate sources. Example of legitimate and reliable sources are, but not limited to, App Store, Google Play Store, Huawei AppGallery and Vivo App Store;
12. An ACCIDENTAL and/or erroneous reload occurs. For instance, INSURED PERSON reloads DIGITAL WALLET by using credit card A instead of credit card B;
13. INSURED PERSON has made a P2P or transfer to a third party by mistake or ACCIDENT;
14. Commercial cyber risks of POLICYHOLDER.

**APPLICABLE TO PART III SECTION 2**

The POLICY shall not cover any event caused directly or indirectly, wholly or partly by any of the following occurrences:

1. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
2. any kind of disease or sickness, any gradually operating cause, naturally occurring or degenerative process;
3. any injury which shall result in hernia;
4. suicide or self-destruction or any attempt thereof or self-inflicted injury while sane or insane;
5. war, declared or undeclared; invasion, act of foreign enemy hostilities or warlike operations, mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of emergency, or any of the causes which determine the proclamation or maintenance of martial law or state of emergency, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
6. while the Insured is serving in the armed forces of any country or international authority, whether in peace or war;
7. violation or attempt of violation of the law or resistance to arrest;
8. an INSURED PERSON is serving in the Armed Forces of any country or international authority, whether in peace or war (in such an event the COMPANY, upon application of the INSURED PERSON, shall return the pro-rata PREMIUM for any such period of services);
9. pregnancy, childbirth or miscarriage, or any complications therefrom;
10. the INSURED PERSON engaging in a sport in a professional capacity or where an Assured would or could earn income or remuneration from engaging in such sport;
11. mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising therefrom or any drug ACCIDENT;
12. any PRE-EXISTING CONDITION;
13. any congenital anomalies and conditions arising out of or resulting therefrom;
14. Acquired Immunodeficiency Syndrome (AIDS) or any complications associated with infection by any Human Immunodeficiency Virus (HIV) (For the purpose of this POLICY, the definition of AIDS shall be that used by the World Health Organisation 1987, or any subsequent revision by the World Health Organisation, or any subsequent revision by the World Health Organisation of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the COMPANY either the presence of any Human Immunodeficiency Virus, Antigens or Antibodies to such a Virus);
15. entering, operating, or servicing, riding in or on, ascending or descending from or with any aerial device or conveyance as an pilot/operator or crew member, except while an INSURED PERSON is riding solely as a passenger in an aircraft operated by i) a commercial passenger airline on a regular schedule passenger trip over its established passenger route, ii) any aircraft having a current and valid AIRWORTHINESS CERTIFICATE and iii) any transport type aircraft operated by the Military Air Transport Service (MATS) of United States of America or by the similar authority of the recognized government of any nation anywhere in the world;
16. racing of any kind;
17. medical or surgical treatment;



18. dental treatment (except as necessitated by Injury for extraction of sound and natural teeth); or
19. engaging in any HAZARDOUS ACTIVITY.

PART V**GENERAL PROVISIONS****1. THE CONTRACT :**

This POLICY is issued in consideration of the payment of PREMIUM as specified in the POLICY and pursuant to the answers given in YOUR proposal form (or when YOU applied for this insurance) and any other disclosures made by YOU between the time of submission of YOUR proposal form (or when YOU applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by YOU shall form part of this contract of insurance between YOU and the COMPANY. However, in the event of any pre-contractual misrepresentation made in relation to YOUR answers or in any disclosures given by YOU, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This POLICY reflects the terms and conditions of the contract of insurance as agreed between YOU and the COMPANY.

This POLICY sets out what YOU are insured for as shown on the POLICY and the circumstances where YOU are covered and not covered.

Some words and expressions have been printed out in capital letters because they have been given specific meaning in the POLICY. YOU will find their meaning in the Definition.

2. PAYMENT OF PREMIUM – CASH BEFORE COVER :

INSURED PERSON must pay the PREMIUM before the PERIOD OF COVERAGE under the CERTIFICATE OF INSURANCE is effective.

3. MODIFICATIONS :

No change in this POLICY shall be valid unless approved by US and evidenced by ENDORSEMENT.

4. PREMIUM WARRANTY :

It is fundamental absolute special condition of this POLICY that the PREMIUM due must be paid by the POLICYHOLDER and received by the COMPANY within sixty (60) days from the inception date of this POLICY.

If this condition is not complied with then this contract is automatically cancelled and the COMPANY shall be entitled to the pro rata PREMIUM for the period they have been on risk.

Where the PREMIUM payable pursuant to this warranty is received by an authorised agent or intermediary of the insurer, the payment shall be deemed to be received by the COMPANY for the purposes of this warranty and the onus of proving that the PREMIUM payable was received by a person, including an insurance agent or intermediary, who was not authorised to receive such PREMIUM shall lie on the COMPANY.

5. RENEWAL :

This POLICY is non-renewable.

Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if YOU are applying for this Insurance wholly for purposes unrelated to YOUR trade, business or profession, YOU have a duty to take reasonable care not to make a misrepresentation when confirming or amending any information previously disclosed. If YOU are unsure whether a change will affect YOUR POLICY cover, please ask the COMPANY.



Failure to take reasonable care in confirming or amending any information previously disclosed may result in avoidance of YOUR contract of insurance, refusal or reduction of YOUR claim(s), change of terms or termination of YOUR contract of insurance.

The above duty of disclosure shall continue until the time YOUR contract is entered into, varied or renewed with the COMPANY.

In addition to confirming or amending any information previously disclosed, YOU are required to disclose any other matter that YOU know to be relevant to the COMPANY's decision in accepting the risks and determining the rates and terms to be applied.

YOU also have a duty to tell the COMPANY immediately if at any time after YOUR contract of insurance has been entered into, varied or renewed with the COMPANY any of the information contained in the renewal notice and/or YOUR previous proposal form is inaccurate or has changed.

6. PROGRAM REVIEW CLAUSE

If at any time during the PERIOD OF INSURANCE the Program Review Threshold as stated in the POLICY SCHEDULE is exceeded, WE reserve the right to make any necessary amendments to the POLICY which includes but not limited to premium rate adjustments, revisions in terms and conditions and change in benefits. Such amendments are subject to YOUR agreement and WE shall inform YOU of such amendments in writing.

7. CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT :

- a) Written notice of any event likely to give rise to a claim should be submitted to the COMPANY as soon as reasonably possible and in any case not later than 30 days of the ACCIDENT causing such ACCIDENTAL BODILY INJURY.
- b) Written notice of any event like to give rise to a claim should be submitted to the COMPANY as soon as reasonably possible and in any case not later than 60 days of the UNAUTHORISED TRANSACTION causing such financial loss from DIGITAL WALLET.
- c) The COMPANY will only pay the benefits if any medical certificates and other evidence which the COMPANY may require are provided on request at INSURED PERSON's expenses.
- d) Proof of loss must be furnished to the COMPANY at the COMPANY's home office within ninety (90) days after the date of such loss.
- e) On payment of the benefits, for which once INSURED PERSON gives the COMPANY a receipt or discharge, the COMPANY liability in that respect will reduce by the sum paid or cease if full benefits have been paid.
- f) The COMPANY reserve the right to repudiate a claim where the COMPANY is reasonably not satisfied with the evidence available to validate either:
 - i. YOUR identity or
 - ii. The circumstance of the loss.
- g) In the event of ACCIDENTAL BODILY INJURY resulting in death, the COMPANY shall be entitled to have a post-mortem examination at the COMPANY's expenses.

8. MEDICAL EXAMINATION :

The COMPANY shall have the right and authority to examine an INSURED PERSON when and as often as it may reasonably require during the pendency of a claim hereunder and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

9. IMMEDIATE PAYMENT OF INDEMNITIES :

All indemnities provided in this POLICY for loss shall be paid immediately after receipt and approval of due proof of loss.

**10. TO WHOM INDEMNITIES PAYABLE :**

Indemnity for loss of life of the INSURED PERSON is payable to the Nominee if surviving the INSURED PERSON, otherwise to the Estate of the INSURED PERSON. All other indemnities of this insurance are payable to the INSURED PERSON.

11. RIGHT OF NOMINEE :

Consent of the Nominee shall not be required to surrender or assign this insurance cover, or to change of Nominee, or to any other changes in this POLICY, unless the said Nominee is a Trustee or where a Trustee has been appointed, in which event the written consent of the Trustee shall be required. No change of any Nominee under this POLICY shall bind the COMPANY, unless consent thereto is formally endorsed hereon subject to clause 3 of Part V of this POLICY.

12. LIMITATION OF TIME FOR BRINGING SUIT :

No action at law or in equity shall be brought to recover on this POLICY prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this POLICY. No such action shall be brought after the expiration of six (6) years after the time written proof of loss is required to be furnished.

13. CONFORMITY WITH LAW :

Any provision of the POLICY, which on its ISSUE DATE, is in conflict with the law of the country in which the POLICY was delivered or issued for delivery is hereby amended to the minimum requirements of such laws.

14. TERMINATION OF INSURANCE :

This insurance of an INSURED PERSON shall automatically terminate on the earliest of the following:

- a) The date the POLICY is terminated or cancelled; or
- b) The date claim is made on Benefit 2 or 3; or
- c) The date of death of the INSURED PERSON; or
- d) The date the CERTIFICATE OF INSURANCE is terminated or cancelled; or
- e) The expiry date and time as stated in the CERTIFICATE OF INSURANCE.

Termination of this POLICY shall be without prejudice to any claim arising prior to such termination. The payment to or acceptance of any PREMIUM hereunder subsequent to termination of the POLICY shall not create any liability but the COMPANY shall refund any such PREMIUM.

15. CANCELLATION :

- a) YOU have the right to cancel this POLICY at any time by giving written notice to the COMPANY stating the intended effective date of cancellation. In the event the intended effective date of cancellation precedes the date of the COMPANY's receipt of the notice, the cancellation shall be effective on the date the said notice is received by the COMPANY.
- b) INSURED PERSON has the right to cancel this CERTIFICATE OF INSURANCE at any time by giving written notice to the COMPANY stating the intended effective date of cancellation. In the event the intended effective date of cancellation precedes the date of the COMPANY's receipt of the notice, the cancellation shall be effective on the date the said notice is received by the COMPANY.
- c) COMPANY may at any time reasonably cancel this POLICY or CERTIFICATE OF INSURANCE by sending (14) fourteen days' notice in writing to YOUR or INSURED PERSON's last known address.
- d) There shall be no refund of premium.

**16. REGULATORY IMPOSED TAX, CHARGES, FEES ETC:**

The PREMIUM to be paid by YOU to the COMPANY under this POLICY is exclusive of any TAX. In the event the COMPANY is required by any applicable law to remit any TAX on the premium paid by YOU, the COMPANY shall calculate and collect from YOU any amount paid or payable under this POLICY on account of such TAX. Such amount as calculated by the COMPANY, shall be paid by YOU as additional to and without any deduction or set-off from the premium payable under this POLICY to the COMPANY.

17. SANCTION LIMITATION AND EXCLUSION CLAUSE :

- (1) The COMPANY shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay 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 to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations.
- (2) The COMPANY shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit is for and/or to any ENTITY and/or RELATIVE/CLOSE ASSOCIATE of any ENTITY.
- (3) The COMPANY may terminate this POLICY with immediate effect and shall not thereafter be required to transact any business with YOU in connection with this POLICY, including but not limited to, making or receiving any payments under this POLICY. The COMPANY shall inform YOU in writing for the reason of such termination.

18. DUTY OF DISCLOSURE BEFORE THIS INSURANCE IS GRANTED :

Where YOU have applied for this Insurance wholly for purposes unrelated to YOUR trade, business or profession, YOU have a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form (or when YOU applied for this insurance) that is YOU should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of YOUR contract of insurance, refusal or reduction of YOUR claim(s), change of terms or termination of YOUR contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. YOU are also required to disclose any other matter that YOU know to be relevant to the COMPANY's decision in accepting the risks and determining the rates and terms to be applied.

YOU also have a duty to tell the COMPANY immediately if at any time after YOUR contract of insurance has been entered into, varied or renewed with the COMPANY any of the information given in the proposal form (or when YOU applied for this insurance) is inaccurate or has changed.

19. DUTY OF DISCLOSURE DURING THIS INSURANCE :

During this Insurance INSURED PERSON is required to immediately inform the COMPANY of any changes in INSURED PERSON's occupation, work duties, sporting activities or any relevant information that may increase the risk.

The COMPANY may :

- i) require YOU/ INSURED PERSON to pay an additional PREMIUM for the increased risk;
- ii) make changes to the terms and conditions of this POLICY;
- iii) leave the POLICY terms, conditions and PREMIUM unaltered.

YOU will only be covered for any increased risk if agreed in writing by the COMPANY.

20. A DUTY TO COMPLY WITH THE CONDITION :

The COMPANY will only be liable to make any payment under this POLICY if YOU have at all times



complied with the terms, provisions, conditions and ENDORSEMENT of this POLICY.

21. GOVERNING LAW :

This POLICY shall be governed by the laws of Malaysia and the Courts of Malaysia shall have the exclusive jurisdiction in respect of any claims arising out of or in relation to this POLICY.

22. TERRITORIAL LIMIT :

The territorial limit of this policy is within Malaysia only.

23. COMMUNICATION :

All communication to the COMPANY must be in writing. ENDORSEMENT to this POLICY contract must be issued and signed by the COMPANY.

24. MISREPRESENTATION / FRAUD :

The COMPANY may void this POLICY and refuse all claims made in any of the following cases:

- (a) If any claim made shall be fraudulent or exaggerated; or
- (b) If any false declaration or statement shall be made in support of any claim, however, if the misrepresentation was careless or innocent, the COMPANY reserves the right to:
 - (i) void this POLICY and refuse all claims, in which case the COMPANY shall return the PREMIUMs paid without interest. This payment shall be a complete and valid discharge of any liability under this POLICY; or
 - (ii) take any necessary remedies in accordance with the Financial Services Act 2013.

25. NOMINATION :

Pursuant to Paragraph 5(1) of Schedule 10 of the Financial Services Act 2013, a nomination made by a non-Muslim INSURED PERSON shall create a trust in favour of the nominee of the policy moneys that is death benefit payable upon the death of the INSURED PERSON , if :-

- (a) the nominee is his/her spouse or child; or
- (b) the nominee is his/her parent (if there is no spouse or child living at the time of making the nomination).

A nominee of a Muslim INSURED PERSON upon receipt of the policy moneys shall distribute the policy moneys in accordance with Islamic law.

26. DISAPPEARANCE :

If, after the COMPANY has examined all available evidence, the COMPANY is satisfied that the disappearance of INSURED PERSON can be presumed to be due to the INSURED PERSON's death as the result of an ACCIDENTAL BODILY INJURY, COMPANY will pay the accidental death benefit. If at any time after the COMPANY has paid the benefit, INSURED PERSON is found to be living, the payment must be refunded to the COMPANY.

27. COMPLAINT PROCEDURES :

The COMPANY believes YOU deserve a courteous, fair and prompt service. If there is any circumstance when the COMPANY'S service does not meet YOUR expectations, please contact the COMPANY using the appropriate contact details below and provide the POLICY Number/Claim Number and INSURED PERSON's Name:

1. Firstly with the department or person YOU dealt with the COMPANY on how YOU would like the problem to be solved.
2. Secondly if the problem is not solved to YOUR satisfaction, then make a formal written complaint to the Customer Relations Unit at:

Telephone : 1300 88 1899



Facsimile : +603 2056 2291
Email : my.customer@aia.com
Website : www.aia.com.my
Address : Menara AIA
99 Jalan Ampang
50450 Kuala Lumpur

The COMPANY will acknowledge the complaints via email within five (5) working days, and complaints via correspondences within ten (10) working days, and keep YOU informed of the progress. The COMPANY will do the best to resolve the matter to YOUR satisfaction within fourteen (14) working days or such time period needed, in complex cases, which the COMPANY will keep YOU informed.

3. Thirdly, if there are disputes on Our final decision relating to this POLICY involving the amounts below RM250,000 and subject to the Ombudsman for Financial Services' ("OFS") jurisdiction which is available at www.ofs.org.my, You may refer the dispute to OFS at the address stated below to resolve the dispute within six (6) months from the date of Our final decision.

Chief Executive Officer
Ombudsman for Financial Services
(Formerly known as Financial Mediation Bureau)
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Tel: 03-2272 2811
Fax: 03-2272 1577
E-mail: enquiry@ofs.org.my

If the dispute exceeds RM250,000 or if it does not come within OFS's jurisdiction, You or Insured Member may refer to Bank Negara Malaysia for further enquiries at the following address:

Pengarah
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 03-2174 1515
E-mail: bnmtelelink@bnm.gov.my

28. PERSONAL DATA PROTECTION ACT 2010 :

By giving personal Information YOU give the COMPANY permission and YOU shall also obtain the INSURED PERSON's consent to give the COMPANY for its use as described below:-

- I. To process YOUR personal data with the intention of entering into the contract of insurance.
- II. YOU consent and allow the COMPANY to retain the data and share the data with the COMPANY service provider namely:
 - a. Registered licensed adjuster,
 - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the insurance contract,
 - c. Insurer and reinsurer,
 - d. ISM Insurance Services Malaysia Berhad.
- III. Data Subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

Notice

In accordance to the provision of the Personal Data Protection Act 2010, YOU may contact the COMPANY for the details of YOUR personal data. Such information will only be granted after verification. YOU may update/correct the data by providing in writing to the COMPANY the request for change.