

# AIG MALAYSIA INSURANCE BERHAD

**Passenger Protection Plus** 

**Policy Wordings** 



# AIG PERSONAL ACCIDENT POLICY - Passenger Protection Plus

Please refer to the Schedule of Benefits provided below for the Benefits and corresponding Compensation applicable to the Certificate Holder 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	Medical Expenses Due To An Injury	1,000
2	Medical Expenses Due To An Injury – While On Premises	2,000

Issued by AIG Malaysia



### PART 1 - ABOUT THIS POLICY

This Policy is issued to the Master Policy Holder for the benefit of the Certificate Holder upon the terms and conditions set out within. This Policy, together with the Certificate of Insurance and Schedule of Benefits shall be read together to form an entire contract between the Certificate Holder and the Company. The Company agrees to provide the Certificate Holder the insurance coverage as described in this Policy provided that the Master Policy 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 is advised to read this Policy carefully together with the Certificate of Insurance and Schedule of Benefits to ensure that the Certificate Holder understands the terms and conditions and that the coverage meets the Certificate Holder's requirements.

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

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

# ONGOING DUTY OF DISCLOSURE

Pursuant to Schedule 9 of the Financial Services Act 2013, the Master Policy Holder and 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 Master Policy Holder and the Certificate Holder also have 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

All requirement as specified in this Part 2 of this Policy must be continuously satisfied by the Certificate Holder to be eligible for coverage under this Policy.

#### A. AGE

Entry age for an adult under this Policy is 18 to 60 years of age (inclusive).

#### B. RESIDENCY

To be eligible for cover under this Policy, the Certificate Holder must be:

- (i) Malaysian citizen residing in Malaysia;
- (ii) Malaysian permanent resident; or
- (iii) Holder of a valid employment pass (of which the place of employment must be in Malaysia during the Policy Period).



# C. OCCUPATION

Occupations other than those listed under 'Part 5 – General Policy Exclusions', Item 1'.

### **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 Policy Period.
- 2. **Anniversary Date** means 12 consecutive months following the Policy Start Date and each 12 consecutive months thereafter.
- 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 means the person who:
  - a) is a registered user of the Master Policyholder's mobile application known as 'PULSE';
  - b) purchases this policy and pays for the premium using PULSE;
  - c) is named as the Certificate Holder in the Certificate of Insurance; and
  - d) is responsible for paying the premiums due and owing under this Policy.
- 5. **Certificate of Insurance** means the document showing details of the Policy Period, Benefits under this Policy and the particulars of the Certificate Holder.
- 6. Chronic Condition means a condition that is expected to persist for the remainder of the Certificate Holder's natural life.
- 7. Claimant means the Certificate Holder or their legal representative, as applicable, making a claim against this Policy.
- 8. **Company** means AIG Malaysia Insurance Berhad.
- 9. **Compensation** means the maximum amount payable for a Benefit as specified in the Schedule of Benefits.
- 10. Day means a completed period of 24 hours.
- 11. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorised by the medical licensing authority of that country to provide medical or surgical service within the scope of their license, specialised accreditation and training. The doctor cannot be the Certificate Holder, the Certificate Holder's business partner or agent, Certificate Holder's employee or Immediate Family Member.
- 12. **Endorsement** means a written notice stating an amendment, deletion or addition made to this Policy.
- 13. Hospital means any institution lawfully operated for the care and treatment of sick or injured persons:
  - a) with organised facilities for diagnosis and surgery (including operating theatres) in the same premises;
  - b) with 24 hours daily nursing service by registered graduate nurses;
  - c) operated under the supervision of Doctor(s); and

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- d) which is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.
- 14. **Hospitalisation/Hospitalised** means the admission of the Certificate Holder to a Hospital as an In-patient during the Policy Period.
- 15. **Immediate Family Member** means the Certificate Holder's Spouse, parent, parent-in-law, grandparent, Child(ren), son-in-law, daughter-in-law, brother or sister, step-parent, grandchild.
- 16. **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.
- 17. **In-patient** means the Certificate Holder is confined in a Hospital for a continuous period as a registered patient for medically necessary treatments for at least one Day and such confinement is certified as necessary by the attending Doctor.
- 18. **Injury** means a bodily injury which is sustained by the Certificate Holder during the Policy Period and is caused by an Accident solely and independently of any other causes including any Sickness, pre-existing or congenital condition. Injury includes:
  - a) Accidental drowning;
  - b) Accidental suffocation or inhalation of smoke, poisonous fumes or gases. This does not extend to include air pollution or atmospheric phenomenon including but not limited to haze, smog, and the like. General Exclusion 15 continues to apply.
  - c) Any Injury directly resulting from animal or insect bites. This excludes any claims in connection with any Infectious Diseases.
- 19. Master Policy Holder means Prasarana Malaysia Berhad as stated in Master Policy Schedule.
- 20. **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.
- 21. **Medical Expenses,** means any actual, reasonable and necessary expenses incurred for Hospitalisation, medical treatment or supplies, medical services, which are medically necessary to treat the Certificate Holder 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.
- 22. **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.

# 23. Policy Effective Date refers to the later of:

- (a) the Policy Start Date as specified on the Certificate of Insurance issued to the Certificate Holder,
- (b) the first date the Certificate Holder was covered under this Policy, or
- (c) the effective date any additional cover or increased Compensation is granted to the Insured Person while they are covered under this Policy, only in respect to the additional cover or increased Compensation.

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- 24. **Policy Start Date** means the date specified on the Certificate of Insurance on which the cover under this Policy commences.
- 25. Policy Expiry Date means the earlier of:
  - (a) the expiry date as specified on the Certificate of Insurance on which the cover under this Policy ends;
  - (b) the date this Policy is cancelled; or
  - (c) the date this Policy is automatically terminated as provided under section 'Automatic Termination of Policy'.
- 26. **Policy Period** means the period the Certificate Holder is covered under this Policy and shall commence on the Policy Start Date and such period will end on the Policy Expiry Date as specified in the Certificate of Insurance.
- 27. **Premium Due Date** means the date on which premium for this Policy is due to be paid by the Certificate holder on or before the Policy Start Date and any subsequent Anniversary Date for this Policy.
- 28. Pre-Existing Condition is any Injury, sickness or other conditions:
  - (a) for which Certificate Holder has sought or received treatment, medication, advice or diagnosis before the Policy Effective Date;
  - (b) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the Policy Effective Date which would have caused a reasonable person to seek diagnosis, care or treatment; or
  - (c) which is a Chronic Condition or cancer diagnosed before the Policy Effective Date.
- 29. Schedule of Benefits means the table containing the applicable Benefits and their corresponding Compensation.
- 30. **Sickness** means an illness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, Sickness includes but is not limited to Infectious Disease, heatstroke, decompression sickness, hypothermia and mountain sickness.
- 31. **Spouse** means the husband or wife who is legally married to the Certificate Holder.
- 32. **Transport** means the Monorail, Light Rail Transport (LRT) and Mass Rapid Transit (MRT) rail transport services owned and operated by the Master Policy Holder.
- 33. **Ticket Product** means any of the following issued by the Master Policy Holder to the Certificate Holder to use for travel on, LRT, Monorail and MRT:
  - (a) Concession Card;
  - (b) MyCity Pass;
  - (c) Keluarga Malaysia Pass;
  - (d) Single Journey Token; or
  - (e) Concession Token.
- 34. Usual Country of Residence means Malaysia, in which the Insured Person is a resident:
  - (a) as a citizen;
  - (b) registered as a permanent resident; or
  - (c) holding a valid employment or dependent permit granted by the relevant Government authority during the Policy Period.
- 35. **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.



- 36. While On Premises means the area:
  - (a) from the time the Certificate Holder touches their Ticket Product (as applicable) at the Master Policy Holder's entry gate to enter a station and to board the Transport;
  - (b) continues while the Certificate Holder is in the Transport; and
  - (c) ends when the Certificate Holder alights the Transport and touches or inserts their Ticket Product (as applicable) at the Master Policy Holder's exit gate.

### PART 4 - BENEFITS

# BENEFIT 1: MEDICAL EXPENSES DUE TO AN INJURY

If the Certificate Holder sustains an Injury, the Company will reimburse the Medical Expenses incurred to treat such Injury sustained by the Certificate Holder, up to the maximum Compensation payable for any one Accident as shown in the Schedule of Benefits, provided that:

- 1. the first medical treatment for such Injury is sought within 30 Days from the date of the Accident; and
- 2. all Medical Expenses must be incurred within 60 Days from the date of the Accident.

# BENEFIT 2: MEDICAL EXPENSES DUE TO AN INJURY - WHILE ON PREMISES

If the Certificate Holder sustains an Injury, the Company will reimburse the Medical Expenses incurred to treat such Injury sustained by the Certificate Holder While On Premises, up to the maximum Compensation payable for any one Accident as shown in the Schedule of Benefits, provided that;

- 1. the first medical treatment for such Injury is sought within 30 Days from the date of the Accident;
- 2. a copy of the incident report lodged with the auxiliary police located on the premises of the Master Policy Holder within 24 hours of such Injury, is submitted to the Company; and
- 3. all Medical Expenses must be incurred within 60 Days from the date of the Accident.

#### Important Note on Compensation -

- 1. The number of claims payable under this Policy is limited to 2 claims per Policy Period for both benefits.
- 2. This policy will pay for a claim either under 'Benefit 1: MEDICAL EXPENSES DUE TO AN INJURY' or under 'Benefit 2: MEDICAL EXPENSES DUE TO AN INJURY WHILE ON PREMISES, not both, for the same Accident.

# SPECIFIC CONDITIONS

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

- 1. 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.
- 2. If the Certificate Holder 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.
- 3. Any Hospitalisation accommodation for the Certificate Holder is restricted up to the cost of a single standard private room.

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# SPECIFIC EXCLUSIONS

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 incurred more than 60 days from the date of the Accident even if the maximum Compensation for this Benefit is yet to be exhausted;
- 2. Any medical transportation services for example an ambulance service;
- 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; and
  - (d) dental or oral care.

# 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. Persons engaged in occupations with high risk or exposure to hazardous conditions. This would include but is not limited to the following occupations:
  - a) Military personnel including the armed forces, naval or air force service or operations;
  - b) Police, security personnel including any peace keeping forces;
  - c) Professional sports person when a Certificate Holder 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;
- 2. The Certificate Holder'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, sterilisation, 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.
- 3. 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.
- 4. Any Sickness.
- 5. Any Injury arising directly or indirectly due to osteoporosis.



- 6. The Certificate Holder's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.
- 7. The Certificate Holder committing or attempting to commit any criminal or illegal act (including traffic offences).
- 8. 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.
- 9. The Certificate Holder engaging, practicing, training or participating in:
  - (a) underwater activities which ordinarily require the use of artificial breathing apparatus. This exclusion does not apply to recreational scuba diving whereby:
    - (i) the Certificate Holder dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
    - (ii) the Certificate Holder holds a PADI certification (or equivalent qualification) and dives with a buddy who holds a PADI certification (or equivalent qualification).
  - (b) racing other than on foot, stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered;
  - (c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare paying passenger in a commercial aircraft licensed to carry passengers; or
  - (d) any extreme sports or activity that presents a high level of inherent danger (i.e. involving exceptional speed and height, high level of expertise, exceptional physical exertion or highly specialised gear) or of personal risk. This shall include but not be limited to:
    - (i) any mountaineering; involving climbing harnesses, belay or rappel devices ropes and guides; or
    - (ii) any activity or trekking above 3,000 meters;
    - (iii) big wave surfing;
    - (iv) winter activities like luging, bobsleighing, ski or snow board jumping or stunts;
    - (v) bicycle, motor, air or sea craft speed trials or stunts;
    - (vi) canoeing/kayaking and white and black water rafting in grade 4 or higher rapids;
    - (vii) cliff jumping, horse jumping, horse polo or any aerobatics;
    - (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.

- 10. Any deliberate provocation of the Certificate Holder against another person that results in an Injury.
- 11. The Certificate Holder being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
- 12. Cosmetic, plastic surgery or elective surgery or treatment.
- 13. Any Injury sustained whilst the Certificate Holder is riding on a motorcycle without a safety helmet either as a rider or pillion-rider.



- 14. Nuclear, biological or chemical incidents outlined below:
  - (a) Any Nuclear explosion including all effects thereof or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel;
  - (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 Certificate Holder must follow the terms, provisions and conditions of this Policy in order to qualify for any payment under this Policy. The Certificate Holder's failure to do so will invalidate all claims made under this Policy.

# 2. COVER SELECTION

This Policy provides the Certificate Holder with cover for Benefits as set out in this Policy which is selected by the Certificate Holder during the application process.

### 3. REASONABLE CARE

The Certificate Holder 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.

#### 5. **DISPUTE RESOLUTION**

Any dispute or difference which may arise between the Certificate Holder 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 Certificate Holder in Malaysia for 24 hours and 7 days a week, 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 Policy. 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.

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### 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 Certificate Holder 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 Certificate Holder is entitled to receive a reimbursement of all or part of claimed expenses from any other source for any of the Benefits in this Policy, the Company will only be liable for the excess of the amount recoverable from such other source or insurance, up to the 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'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 has accepted the Company's rejection of their claim and they have waived all their rights with respect to such a claim.

#### 12. PREMIUM

# a) Cash before cover

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

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 / Certificate 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 Holder / Certificate Holder of the new premium amount payable to maintain the Policy. The new premium amount payable will take effect from the next Premium Due Date.
  - ii) If the changes to the premium made by the Company are acceptable, the Certificate Holder may choose to continue with the Policy at the new premium amount applicable.
  - iii) A shorter notice period and effective date may apply if a premium variation is required due to tax or other imposts levied by any Government, regulatory or any other sanctioned authority in connection with this Policy.

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iv) The Policy is automatically cancelled if premium is not paid by the Certificate Holder on the Premium Due Date.

### 13. MISSTATEMENT OF AGE

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

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

### 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 Certificate Holder 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 Certificate Holder:

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

#### Important note:

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

# **16.** CHANGE OF CERTIFICATE HOLDER'S OCCUPATION

The Certificate Holder must give immediate written notice to the Company of any change in the occupation of the Certificate Holder and agree to pay an additional premium if applicable.

No claim will be payable in respect of:

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



# 17. CHANGE OF USUAL COUNTRY OF RESIDENCE

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

### 18. RENEWAL

This Policy may be renewed at the option of the Certificate Holder subject to the terms and conditions of the Policy and payment of the premium the Company requires for the renewal. The premium for the renewal Policy must be paid on the Premium Due Date. The Certificate Holder's payment of the renewal premium and the Company's receipt and acceptance of such payment will constitute consent to renewal of this Policy.

The Policy is an annual Policy, therefore the renewable Policy Period will be 12 consecutive months from the Policy Start Date unless otherwise notified in writing by the Company.

Alternatively, the Company may elect to no longer renew this Policy due to underwriting reasons. In that event, the Company shall notify the Certificate Holder in writing at least 30 Days before their next Anniversary Date.

### **19. 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 <a href="https://www.aig.my/privacy-notice">https://www.aig.my/privacy-notice</a>. 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:

Attn: Customer Care AIG Malaysia Insurance Berhad P O Box 11768, 50756 Kuala Lumpur

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



#### 20. 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 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.

### 21. 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.

### 22. BENEFICIARY DESIGNATION

Compensation for all 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.

### 23. RIGHTS OF ASSIGNMENT

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

#### 24. 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.

#### 25. 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 AND REFUND**

#### **Cancellation right of company**

The Company can cancel this Policy:

- a) by giving 14 days' prior written notice to the Master Policy Holder/Certificate Holder's last known address or via email.
- b) immediately if the Certificate Holder / Master Policy Holder fails to make the premium payment by the Premium Due Date. No Benefits will be payable for any claim that occurs during a period for which premium was not received.
- c) by giving 7 Days' prior written notice to the Master Policy Holder/Certificate Holder in the event of War in Malaysia.

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On cancellation of the Policy:

- (a) If no claim has been made, the Company will refund the pro-rated premium for the remaining Policy Period to the Policyholder.
- (b) If a claim has been paid by the Company in the current Policy Period, no return premium will be paid.
- (c) If an incident has occurred that could give rise to a claim under this Policy, then no return premium will be considered until the Company and the Certificate Holder finalise the claim and subsequently, if the claim is paid, no return premium will be paid to the Certificate Holder.

# **Cancellation right of the Certificate Holder**

Provided there is no claim made on the Policy, the Certificate Holder can cancel this Policy by giving 30 Days' prior written notice to the Company or via email at the address provided below. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier.

On cancellation of the Policy by the Certificate Holder, the Company will refund the premium as specified in the Short Period Scale below.

Short Period Scale		
No.	Policy Period in force (up to)	Refund of Annual Premium
1	One month	80%
2	Two months	70%
3	Three months	60%
4	Four months	50%
5	Five months	40%
6	Six months	30%
7	Seven months	20%
8	Eight months	10%
9	Period exceeding eight months	No refund

#### **Contact Information**:

AIG Malaysia Insurance Berhad P O Box 11768, 50756 Kuala Lumpur Email: <u>AIGMYCare@aig.com</u>



# PART 8 - AUTOMATIC TERMINATION OF POLICY

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

- a) this Policy is cancelled for reasons stated under Part 7 Cancellation and Refund;
- b) the Master Policyholder requests that the Certificate Holder be removed from this Policy;
- c) of the Certificate Holder's death, from any cause;
- d) the Certificate Holder ceases to satisfy any of the eligibility requirements as stated under Part 2 Eligibility;
- e) any fraud or misrepresentation to the Company 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 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 <u>Personal Accident & Health Claims Form</u> and email it to <u>MYPAClaims@aig.com</u>.

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

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

**Step 3**: The Certificate Holder must submit the claims evidence to the Company within 90 days after the event which could give rise to a claim under 'Claims Evidence/ Information' to:

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

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

#### 2. Compliance

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

### 3. Claim Notification

a) The Company must be notified as soon as it is reasonably practical and in any event within 30 days after the 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 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 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 A&H\_Prasarana\_PW\_March 2024 PASSENGER PROTECTION PLUS



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.

#### **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 P O Box 11768, 50756 Kuala Lumpur

 Phone:
 1 800 88 8811 / 603 2118 0188

 Fax:
 603 2118 0288

 Email:
 AIGMYComplain@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:

Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat (BNMLINK) P O Box 10922, 50929 Kuala Lumpur Phone: 1-300-88-5465 (1300-88-LINK) or 03- 2174 1717 (Overseas)

Fax: 603-2174 1515.

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

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