

EASYBOOK PASSENGER PERSONAL ACCIDENT

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 Total Disablement	25,000
3	Medical Expenses Due To An Injury	2,000 (Maximum limit per Trip)
4	Loss or Damage To Luggage	200 (Maximum limit per Trip)



PART 1 - ABOUT THIS POLICY

This Policy is issued to the Master Policyholder 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 Insured Person and the Company. The Company agrees to provide the Insured Person the insurance coverage as described in this Policy provided that the Premium has been paid when due and the Company agrees to accept it subject to the terms and conditions of this Policy.

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

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

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

ONGOING DUTY OF DISCLOSURE

A. CONSUMER INSURANCE CONTRACT

Where the Master Policyholder and Insured Person(s) have applied for this insurance wholly for purposes unrelated to their trade, business or profession, the Master Policyholder and Insured Person(s) have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form or when they applied for this insurance i.e. the Master Policyholder and Insured Person(s) should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in the cancellation of the contract of insurance, refusal or reduction of claim(s), change of terms or termination of the contract of insurance in accordance with Schedule 9 of the Financial Services Act 2013. The Master Policyholder and Insured Person(s) are also required to disclose any other matters that they know to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied. The Master Policyholder and Insured Person(s) also have a duty to inform the Company immediately if at any time after the contract of insurance has been entered into or varied with the Company, any of the information given in the Proposal Form or any other document related to this insurance is inaccurate or has changed.

B. NON-CONSUMER INSURANCE CONTRACT

Where the Master Policyholder and Insured Person(s) have applied for this insurance for purposes related to their trade, business or profession, the Master Policyholder and Insured Person(s) have a duty to disclose any matter that they know to be relevant to the Company's decision 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, otherwise it may result in the cancellation of their contract of insurance, refusal or reduction of claim(s), change of term(s) or termination of the contract of insurance. The Master Policyholder and Insured Person(s) also have a duty to inform the Company immediately if at any time after the contract of insurance has been entered into or varied with the Company, any of the information given in the Proposal Form or any other document related to this insurance is inaccurate or has changed.

Failure to comply with the section 'Consumer Insurance Contract' and 'Non-Consumer Insurance Contract' may:

- 1. void this Policy from inception (which means treating it as invalid) and the Company may not return the Premium or recover any unpaid Premium;
- 2. result in refusal or reduction of claims that has been or will be made under the Policy;
- 3. change the terms of this Policy;
- 4. terminate this Policy and return any Premium less the Company's cancellation charge or recover any unpaid Premium;
- 5. entitle the Company to recover any shortfall in Premium;
- 6. entitle the Company to recover from the Master Policyholder and Insured Person(s) the total amount of any claim already paid under the Policy or any claim the Company has to pay under any relevant legislation, plus any recovery costs.



PART 2 - ELIGIBILITY

A. COVERAGE

For an Insured Person to be eligible for cover under this Policy:

- (a) the booking of the Trip(s) must be made on the Master Policyholder's platform;
- (b) the Trip(s) booked must be within Malaysia only; and
- (c) a proof of Bus Order Summary must be submitted to the Company.

B. AGE

Entry age for the Insured Person under this Policy is 2 to 70 years of age (inclusive).

The maximum age for any Insured Person under this Policy is 70 years of age.

Notes: all ages refer to the age as of the Insured Person's last birthday.

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. Activities of Daily Living means the following activities which an Insured Person can undertake on their own:
 - (a) **Washing** the ability to wash oneself in the bath, or shower or wash by other means;
 - (b) **Dressing** the ability for one to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances;
 - (c) **Feeding** the ability to eat their food after its preparation and when being made available;
 - (d) **Toileting** the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate;
 - (e) Mobility the ability to move indoors from room to room on level surfaces; and
 - (f) **Transferring** the ability to move from a bed to an upright chair or wheelchair, and vice versa.
- 3. **Aggregate /Conveyance Limit** means the maximum amount that is payable for all Insured Persons under the "Accidental Death" Benefit arising from the same Accident. If the total loss amount is in excess of this limit payment will be made proportionately to the Sum Insured for each Insured Person.
- 4. **Benefit** means the benefits listed in the Schedule of Benefits and which are subject to the terms and conditions as stated under this Policy.
- 5. **Bus** refers to commercial buses operating under a valid license for the transportation of fare-paying passengers which operate to fixed, established and regular schedules and routes and is registered under the Master Policyholder's platform for booking Trip(s) by the public. It does not include any bus if chartered or arranged as part of a tour even if such services are regularly scheduled.
- 6. **Bus Order Summary** is the Trip booking confirmation issued by the Master Policyholder and it consists of the following information:
 - (a) Purchase date;



- (b) Departure date;
- (c) Departure from and to;
- (d) Cart ID;
- (e) Bus operator;
- (f) Number of passenger(s); and
- (g) Ticket Number (No.) or Ticket ID corresponding to each passenger included in the Bus Order Summary.
- 7. **Certificate of Insurance** means the document showing details of the Insured Person, Operative Time and date of travel under this Policy.
- 8. **Child(ren)** means the Insured Person's biological, step or legally adopted child(ren).
- 9. Chronic Condition means a condition that is expected to persist for the remainder of the Insured Person's natural life.
- 10. Claimant means the Insured Person or their legal representative, as applicable, making a claim against this Policy.
- 11. **Company** means AIG Malaysia Insurance Berhad (200701037463).
- 12. Compensation means the maximum amount payable for a Benefit as specified in the Schedule of Benefits.
- 13. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorized by the medical licensing authority in 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.
- 14. Hospital means any institution lawfully operated for the care and treatment of sick or injured persons:
 - a) with organized facilities for diagnosis and surgery (including operating theatres) in the same premises;
 - b) with 24 hours daily nursing service by registered graduate nurses;
 - c) operated under the supervision of Doctor(s); and
 - d) which is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.
- 15. Hospitalisation/Hospitalised means the admission of the Insured Person to a Hospital as an In-patient.
- 16. **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.
- 17. **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.
- 18. **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.
- 19. **Injury** means an identifiable physical 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:
 - 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 13 continues to apply.



- c) Any Injury directly resulting from animal or insect bites. This excludes any claims in connection with any Infectious Diseases.
- 20. **Insured Person** means the person:
 - (a) who has opted for this Policy when purchasing their Bus ticket through the Master Policyholder's platform for a Trip and for which Premium has been paid;
 - (b) who travels in the Bus during the Operative Time;
 - (c) whose name has been provided during the check-in process on Master Policyholder's platform;
 - (d) who has been declared for cover under this Policy by the Master Policyholder to the Company; and
 - (e) has the right to exercise all privileges under this Policy.
- 21. Loss of Independent Existence means the Permanent inability to perform at least 3 out of the 6 Activities of Daily Living.
- 22. Master Policyholder means Easybook (M) Sdn Bhd as stated in the Master Policy Schedule.
- 23. **Master Policy Schedule** means the document issued together with this Policy detailing the particulars of the Master Policyholder, period of this Policy and Benefits under this Policy.
- 24. Medically Necessary means a medical service provided on a Doctor's recommendation/advice which is:
 - a) consistent with the diagnosis and customary medical treatment for a covered Injury; and
 - b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits; and
 - c) not for the convenience of the Insured Person or Doctor and unable to be reasonably rendered out of Hospital (if admitted as an In-patient); and
 - d) not of an experimental, investigational, research, preventive or screening in nature; and
 - e) for which charges are fair and does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Injury in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the Insured Person's Injury.
- 25. **Ombudsman for Financial Services (OFS)** refers to an independent body that provides a free and efficient avenue to help resolve financial disputes between the Policyholder/ Insured Person and the Company under this Policy as an alternative to the Malaysian courts.
- 26. **Operative Time** means the duration of the Trip during which cover applies for the Insured Person and commences from the time the Insured Person boards the Bus on the Trip, continues while travelling in the Bus and ends when the Insured Person alights from the Bus on the Trip.
- 27. **Permanent** means lasting for at least 12 consecutive months and at the end of that time is certified by a Doctor as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.
- 28. **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 Insured Person that will form part of this Policy.
- 29. **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.
- 30. **Premium** means the amount as shown on the Product Disclosure Sheet that is payable in respect of the Policy by the Insured Person.



- 31. Premium Due Date means the date on which premium for this Policy is due to be paid on or before the Trip commences.
- 32. **Schedule of Benefits** means the table containing the applicable Benefits and their corresponding Compensation.
- 33. **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.
- 34. **Spouse** means the husband or wife who is legally married to the Insured Person.
- 35. **Technology Items** mean items like the following but not limited to, mobile phones(including smartphones), 'blackberry', digital cameras, photographic, audio, video and electrical equipment (including cds, dvds, video and audio tapes and electronic games, audio speakers), portable computers like laptops, tablets and any audio or media players.

36. Total Disablement means:

- (a) in respect to an Insured Person who is gainfully employed aged less than 65 years and above 18 years, means resulting in a disablement which entirely prevents the Insured Person from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience; or
- (b) in respect to all other Insured Persons, means disablement that results in Loss of Independent Existence.
- 37. **Trip** means a scheduled one-way Bus journey within Malaysia as per the Bus Order Summary issued to the Insured Person by the Master Policyholder. The coverage for each one-way Bus journey shall not exceed a maximum of 12 consecutive hours.
 - In the event of a round trip booked, the departing journey and the returning journey are considered as 2 separate Trips.
- 38. **Ticket Number (No.) or Ticket ID** means the unique identification code issued to the Insured Person by the Master Policyholder's platform on issuance of ticket for the scheduled Trip shown on the Bus Order Summary.
- 39. **Valuables** mean items like the following but not limited to, sunglasses, antiques, works of art, jewellery, watches and other personal items of high worth, for example high value items that are expected to appreciate in value over time.
- 40. War means declared or undeclared hostile action between two or more nations or states.

PART 4 - BENEFITS

BENEFIT 1: ACCIDENTAL DEATH

If an Insured Person sustains an Injury 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 Bus 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:

- 1. The Insured Person can make a claim either under this Benefit or under '2. Permanent Total Disablement' Benefit, but not both.
- 2. This Benefit is only payable if:
 - (a) The Insured Person lodges an incident report with the Bus operator within 24 hours of such occurrence; and
 - (b) The Insured Person submits to the Company the incident report from the Bus operator confirming such accident occurred during the Operative Time.

BENEFIT 2: PERMANENT TOTAL DISABLEMENT

If an Insured Person sustains an Injury that directly results in Permanent Total Disablement within 365 days from the date of the Accident, the Company will pay the Compensation specified in the Schedule of Benefits.

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:

- 1. 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.
- 2. 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.
- 3. This Benefit is only payable if:
 - (a) The Insured Person lodges an incident report with the Bus operator within 24 hours of such occurrence; and
 - (b) The Insured Person submits to the Company the incident report from the Bus operator confirming such accident occurred during the Operative Time.

BENEFIT 3: MEDICAL EXPENSES DUE TO AN INJURY

If an Insured Person sustains an Injury, 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 Trip as specified in the Schedule of Benefits, provided that the first medical treatment sought for such Injury is within 72 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 Hospitalisation, 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 72 hours from the date of the Accident.
- 2. This Benefit is only payable if:
 - (a) The Insured Person lodges an incident report with the Bus operator within 24 hours of such occurrence; and
 - (b) The Insured Person submits to the Company the incident report from the Bus operator confirming such accident occurred during the Operative Time.
- 3. 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.
- 4. 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.
- 5. Any Hospitalisation 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 where the first treatment has not been sought within 72 hours from the date of the Accident.
- 2. 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.
- 3. Any medical transportation services.
- 4. 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.
- 5. 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: LOSS OR DAMAGE TO LUGGAGE

If an Insured Person's personal luggage deposited in the storage compartment of the Bus by the Insured Person on the Trip is

- a) stolen due to Theft whilst in the custody of the Bus operator; or
- b) accidentally damaged due to the negligence of the Bus operator,

the Company will reimburse the reasonable cost of repair or replacement for each item, pair or set, up to the maximum Sum Insured shown in the Policy Schedule.

The maximum amount The Company will compensate the Insured Person shall be based on the value of the property at the time it was lost, stolen or accidentally damaged.



A deduction, determined at the Company's sole discretion, will be made for wear, tear and loss of value depending on the age of the property.

SPECIFIC DEFINITIONS APPLICABLE TO '4. LOSS OR DAMAGE TO LUGGAGE

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

1. **Theft** means the act of dishonestly taking movable property out of the possession of another, without that other person's consent, and with the intention of permanently depriving that other person of it. The definition of Theft is synonymous with that described in Section 378 of the Malaysian Penal Code.

SPECIFIC CONDITIONS APPLICABLE TO '4. LOSS OR DAMAGE TO LUGGAGE' 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:
 - a) Loss of luggage
 - (i) The Insured Person lodge a police report on the stolen luggage within 24 hours of such occurrence;
 - (ii) The Insured Person lodges an incident report with the Bus operator within 24 hours of such occurrence; and
 - (iii) Incident report from the Bus operator confirming the luggage was in the storage compartment of the Bus.
 - b) Damage of luggage
 - (i) The Insured Person lodges an incident report with the Bus operator within 24 hours of such occurrence; and
 - (ii) The Insured Person submits to the Company the incident report from the Bus operator confirming the luggage damage was due to negligence of the Bus operator.
- 2) The Company will pay only once to the Insured Person for loss or damage of their luggage up to the maximum Compensation as specified in the Schedule of Benefits, regardless of whether the same luggage contains personal items belonging to multiple Insured Persons.
- 3) The Company will only pay once up to the maximum Compensation as specified in the Schedule of Benefits for each Trip, irrespective of the number of luggage lost or damaged.
- 4) The Insured person must provide the Company with all the documents they need to deal with the claim, including a police report, incident report from the Bus operator, receipts for the items being claimed as applicable.

SPECIFIC EXCLUSIONS APPLICABLE TO '4. LOSS OR DAMAGE TO LUGGAGE' 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 loss or damage to luggage not kept in the storage compartment;
- 2. cash, travel documents, credit/debit cards, financial securities and instruments of any kind, currency notes or traveller's cheques, Plastic Money, driving license and identity cards;
- 3. damage due to scratching or denting unless the damage has rendered the item no longer fit for the original purpose for which it was designed. Claims will not be paid where the damage is limited to impacting the aesthetic appeal of the item:
- 4. damage caused by mechanical or electrical breakdown;
- 5. Valuables:
- 6. Technology Items;
- 7. wear, tear or damage due to any process of repair, gradual deterioration, moths, vermin, atmospheric or weather condition:
- 8. damage caused by leaking powder or fluid carried within the Insured Person's luggage;



- 9. all items that are left unattended and not deposited in the storage compartment of the Bus during the Operative Time;
- 10. any unexplained disappearance of the Insured Person's luggage;
- 11. perishable and consumable items, animal, furniture, collectables, artefacts, paintings, objects of art and any object with intrinsic value; musical instruments and manuscripts, stroller and wheelchair;
- 12. personal luggage items, personal money and travel documents that are secured, destroyed, damaged, quarantined or confiscated by any customs or other regulations or any property which is contraband or which is or has been illegally transported or traded;
- 13. Insured Person's luggage left unattended in any public places or as a result of the Insured Person's failure to take due care and precautions for the safeguard and security of such property or left with a person that the Insured Person does not know;
- 14. bicycles and all other forms of sporting equipment (including clothing and accessories);
- 15. external prosthetic appliances or devices which includes but is not limited to artificial limbs, hearing aids, contact lenses, lenses, glasses, artificial teeth (including dentures) or dental bridges (crown);
- 16. any personal luggage items that are deposited with the Bus contrary to the terms and conditions of the Bus operator;
- 17. any luggage sent in advance or with someone else or given to someone else to look after.

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 for any claim arising from, resulting in or in connection with:

- 1. Any Sickness.
- 2. Any injury or loss sustained by an Insured Person outside of the Operative Time.
- 3. 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.
- 4. 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.
- 5. Any Injury arising directly or indirectly due to osteoporosis.
- 6. 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.
- 7. 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.
- 8. The Insured Person committing or attempting to commit any criminal or illegal act (including traffic offences).



- 9. 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.
- 10. Any deliberate provocation of the Insured Person against another person that results in an Injury.
- 11. 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.
- 12. Cosmetic, plastic surgery or elective surgery or treatment.
- 13. 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.
- 14. Any loss, injury, damage or legal liability suffered or sustained by residents of Cuba, Iran, Syria, North Korea, the Crimea region or Donetsk People's Republic (DNR) and the Luhansk People's Republic (LNR) regions of Ukraine.

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.

Dispute Resolution

Any dispute or difference which may arise between the Insured Person and the Company on any matters relating to this Policy involving amounts exceeding RM250,000 shall be referred to the Malaysian courts. Any dispute or difference where the disputed amount is less than or equal to RM250,000, the Policyholder/Insured Person may refer the matter to the Ombudsman for Financial Services to resolve the dispute. All disputes or differences which may arise between the Policyholder/Insured Person and the Company must be referred to the Malaysian courts and / or the Ombudsman for Financial Services within a reasonable time from the date the decision of the claim is communicated to the Policyholder/Insured Person.



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 for this Policy includes an amount on account of the service tax payable by the Insured Person. 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

No person shall be insured under more than one Policy issued by the Company under this product. In the event the person is insured under more than one such Policy, the Company shall consider that 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. The Company shall refund any duplicated Premium payment which may have been made by or on behalf of that Insured Person.

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. Premium

This condition applies as each and every Premium payment becomes due and cannot be disregarded by the Insured Person 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 or on behalf of the Insured Person. The Premium payable is as specified by the Company and agreed to by the Master Policyholder/Insured Person during the application process. The Company must receive the premium due on or before the Premium Due Date.

b) Failure of Premium payment

The Company will cancel this Policy if the Premium payment is not made 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 Policyholder 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 Policyholder 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 or on behalf of the Insured Person.

12. 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.

13. 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.

14. 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 Policyholder:

- (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 Policyholder, then this Policy will continue. If the changes are not acceptable, the Master Policyholder 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.

15. Personal Data Use

The Insured Person 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 Insured Person submits information relating to other individuals, the Insured Person further represents and warrants that they have the authority to provide information relating to the other individuals



to the Company, that the Insured Person 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 Insured Person 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 Department P O Box 11768, 50756 Kuala Lumpur.

Email: AIGMYCare@aig.com

Phone: 1800-88-8811 / 603 2118 0188

Fax: 603-21180288

16. 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 or to an overseas bank account will only be made if the 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 Insured Person will bear all the applicable administration and costs of conversion or transfers.

17. 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.

18. Nomination

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

The Insured Person 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 P O Box 11768, 50756 Kuala Lumpur



19. Rights of Assignment

The Insured Person cannot assign or transfer the rights under this Policy to another person or entity.

20. 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.

21. 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 Policyholder's last known address or via email.
- b) by giving 7 days' prior written notice to the Master Policyholder in the event of War in Malaysia.
- 2. The Master Policyholder 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 Policyholder agrees, upon cancellation under 1 (a) and 2 (a) the Company will continue to provide cover without prejudice to the Insured Person 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) by giving 14 days' prior written notice to the Insured Person's last known address or via email.
 - b) by giving 7 days' prior written notice to the Insured Person in the event of War in Malaysia.
 - c) immediately if the Premium payment is not made with respect to this Policy. No Benefits will be payable for any claim that occurs during a period for which Premium was not received.
- 2. The Insured Person 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, provided the request date for cancellation is prior to the commencement of the Trip. Such cancellation shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier.

Upon such cancellation, the Company shall provide a full refund of the Premium paid to the Insured Person. No refund of Premium is allowed after the commencement of the Insured Person's Trip.



PART 8 - AUTOMATIC TERMINATION OF POLICY

All cover under this Policy will automatically terminate for the Insured Person when:

- a) this Policy is cancelled for reasons stated under section 'Cancellation';
- b) the Master Policyholder requests that an Insured Person be removed from this Policy;
- c) the Operative Time ends;
- d) Insured Person's dies from any cause before the Operative Time;
- e) no Premium is paid by or on behalf of the Insured Person in respect of this Policy;
- f) the Insured Person ceases to satisfy any of the eligibility requirements as stated under Part 2 Eligibility;
- g) any fraud or misrepresentation to the Company is discovered as mentioned under Part 6 General Policy Conditions, Condition 13: Misrepresentation or Fraud.

PART 9 - CLAIMS PROCEDURES

1. Steps to Make a Claim

Step 1: The Insured Person must notify the Master Policyholder immediately after the event which could give rise to a claim under 'Claim Notification' by:

- (a) Lodging a claim at customer policy portal; or
- (b) Completing the Personal Accident & Health Claims Form and email it to insurance@easybook.com.

Step 2: The Insured Person must prepare the relevant basic supporting documents according to the nature of claim as specified in the <u>Claims Checklist</u>.

Step 3: The Insured Person must submit the claims evidence to the Master Policyholder within 30 days after the event which could give rise to a claim under 'Claims Evidence/ Information' by emailing the claims evidence to insurance@easybook.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 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 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 30 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 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) Payments or reimbursements will be made at the Company's sole discretion to the Claimant.
- 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 Insured Person.

PART 10 - COMPLAINTS PROCEDURES



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

AIG Malaysia Insurance Berhad,

Complaint Handling Unit

P O Box 11768

50756 Kuala Lumpur

Phone: 1800888811/60321180188

Fax: 603 2118 0288

Email: AIGMYComplain@aig.com

b. Any Insured Person 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 Insured Person who is not satisfied with the conduct of the Company may write to BNMLINK giving details of the complaint, the name of the 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) / 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.