

## AIG MALAYSIA INSURANCE BERHAD

**Accident Care Plan** 

**Policy Wordings** 

# **Accident Care Plan**

# **SCHEDULE OF BENEFITS**

NO	BENEFITS	COMPENSATION (RM)			
COR	E BENEFITS	PLAN 1	PLAN 2	PLAN 3	PLAN 4
1	Accidental Death	100,000	200,000	100,000	100,000
2	Permanent Disablement	100,000	200,000	100,000	100,000
3	Medical Expenses Due To An Injury	NA	NA	3,000	NA
4	Daily Hospitalisation Income Due To An Injury Aggregate Period: Up to 200 consecutive Days	NA	NA	NA	250 per Day

## **IMPORTANT NOTICE**

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

Please contact the Company if the Policyholder 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.

## THE CONTRACT

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

## **ONGOING DUTY OF DISCLOSURE**

Where the Policyholder and Insured Person have applied for this insurance wholly for purposes unrelated to their trade, business or profession, the Policyholder and Insured Person 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 Policyholder and Insured Person 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 Policyholder and Insured Person 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 Policyholder and Insured Person also have a duty to inform the Company immediately if at any time after the contract of insurance has been entered into, varied or renewed 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.

## **ELIGIBILITY**

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

#### Age

- (i) Entry age for an adult under this Policy is 18 to 70 years of age (inclusive).
- (ii) The Policy can be renewed for each Insured Person up to the age of 75 years of age (inclusive).

Note: All ages refer to the age as of the Insured Person's last birthday.

### Residency

To be eligible for cover under this Policy, the Insured Person must be residing in Malaysia and is:

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

#### **Excluded Occupations**

Persons engaged in occupations with high risk or exposure to hazardous conditions are not covered under this Policy. 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) Fire service;
- (d) Professional sports person when the Insured Person could or would earn income or remuneration from engaging in such sport;
- (e) Pilots or crew of any air or water vessel;
- (f) Off-shore work or activities including oil rig work;
- (g) Loggers and sawmill workers or workers using woodworking machinery;
- (h) Workers handling boilers, pressure vessels or crane operators;
- (i) Workers engaged in construction of dams, bridges, tunnels or underground work;
- (j) Miners and quarry workers;
- (k) Work that involves heavy machinery, explosives or hazardous materials or chemicals;
- (I) Fisherman, stevedores, stuntman, circus performers, jockey and racing drivers;
- (m) Window cleaners and steeplejacks;
- (n) Construction workers involved in heavy machinery;
- (o) Any manual work at heights exceeding 24 feet; or
- (p) Other occupations like those characterised above and which place the Insured Person at risk of injury necessitating specialist equipment (e.g., harness) or protective gear to keep them safe.

## **CORE BENEFITS**

### **BENEFIT 1: ACCIDENTAL DEATH**

If the 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 as specified in the Schedule of Benefits.

#### EXPOSURE

If an Injury or Accidental death occurs as a direct result of unexpected exposure to the natural elements following an Accident, the Company will pay the Compensation as specified in the 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 aircraft or other conveyance either on the ground or at sea in which the Insured Person was travelling at the time of the Accident, the Company will presume that the Insured Person died from this Accident. This is subject to a signed undertaking by the Insured Person's legal representative that if this presumption is subsequently found to be wrong, any payment made under this Policy will be refunded to the Company upon demand.

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

In addition to the definition of Injury as provided under the General Policy Definitions, for the purpose of this Benefit, Injury extends to include Accidental food poisoning.

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

- 1. This Policy will automatically terminate for the Insured Person when Compensation is paid under this Benefit.
- 2. Any Compensation payable under this Benefit shall be reduced by any amount paid or payable under '2. Permanent Disablement' Benefit during the Insured Person's lifetime for the same Accident.

### **BENEFIT 2: PERMANENT DISABLEMENT**

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

#### TABLE OF EVENTS

Events	Injury resulting in:	Percentage of Compensation payable per Insured Person as specified in the Schedule of Benefits
1	Permanent Total Disablement	100%
2	Permanent Quadriplegia	100%
3	Permanent Paraplegia	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent Total Loss of sight of one eye	100%
6	Permanent Total Loss of two or more Limbs	100%
7	Permanent Total Loss of one Limb	100%
8	Permanent Total Loss of speech	75%
9	Permanent Total Loss of hearing in: (a) Both ears	75%
	(b) One ear	15%
10	Permanent Total Loss of four Fingers and Thumb of either Hand	70%
11	Permanent Total Loss of four Fingers of either Hand	40%
12	Permanent Total Loss of one Thumb of either Hand: (a) Both joints (b) One joint	<u> </u>
13	Permanent Total Loss of any one Finger of either Hand:	
15	(a) Three joints	10%
	(b) Two joints	7%
	(c) One joint	5%
	Permanent Total Loss of Toes of either Foot:	
	(a) All Toes – one Foot	15%
14	(b) Big Toe – both joints	5%
	(c) Big Toe – one joint	3%
	(d) Other than the Big Toe, each Toe	1%

	Permanent disablement not otherwise provided for under Events 9 to 14 inclusive.	The Company will assess the percentage of the	
		Compensation payable and shall have absolute	
		discretion in determining such percentage,	
15		consistent with the Compensation provided under	
15		Events 9 to 14 inclusive. The maximum amount	
		payable under Event 15 is 75% of the applicable	
		Compensation as specified in the Schedule of	
		Benefits.	

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

- 1. The Benefit is payable only once for the same part of the body. For example, if the Insured Person sustains an Injury under Event 10 for the Insured Person's right Hand, the Company will not pay out under Events 11 to 13 for the same Injury on the Insured Person's right Hand.
- 2. The maximum Compensation payable under this Benefit regardless of the number of Events suffered, is 100% during the Policy Period.
- 3. This Policy will automatically terminate for the Insured Person involved when the maximum Compensation of 100% is paid to the Insured Person under this Benefit.
- 4. In the event the Insured Person suffers Accidental death in respect of the same Accident within 365 Days from the date of Accident, any Compensation payable under this Benefit shall be reduced from any amount paid or payable under '1. Accidental Death' Benefit.

## BENEFIT 3: MEDICAL EXPENSES DUE TO AN INJURY

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

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

- 1. **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 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 practitioners or chiropractors.
- 2. In addition to the definition of Injury as provided under the General Policy Definitions, for the purpose of this Benefit, Injury extends to include Accidental food poisoning.

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

- 1. This Benefit is only payable if the first medical treatment sought for the Injury is within 30 days from the date of the Accident.
- 2. The Benefit is payable only after the Medical Expenses' supporting documents, including attending Doctor's reports and referral letters, are provided to the Company along with the original Medical Expenses' bills or receipts.
- 3. If the Insured Person is entitled to a refund of all or part of the Medical Expenses stated in this Benefit from any other

source, the Company will only pay the amount incurred over and above the refunded amount up to the maximum Compensation as shown in the Schedule of Benefits.

4. Any Hospitalisation accommodation for the Insured Person is restricted up to the cost of a single standard private room.

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

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

- 1. Any medical transportation services.
- 2. Any Medical Expenses involving:
  - (a) a routine health check;
  - (b) diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health;
  - (c) any treatment or investigation of a preventive nature, vaccinations, acupuncture or any treatment which is not medically necessary; or
  - (d) dental or oral care.

## BENEFIT 4: DAILY HOSPITALISATION INCOME DUE TO AN INJURY

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

Compensation under this Benefit shall continue up to the Aggregate Period per claim or until the Insured Person is discharged from the Hospital as an In-patient, whichever occurs first.

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

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

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

## **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 externally to the body which occurs at an identifiable time and place during the Policy Period.
- 2. Activities of Daily Living mean:
  - (a) **Washing -** the ability to bath, or shower or wash by other means;
  - (b) **Dressing -** the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances;
  - (c) **Feeding -** the ability to eat food after its preparation and being made available;
  - (d) **Toileting -** the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances, if appropriate;
  - (e) Mobility the ability to move indoors from room to room on level surfaces; and
  - (f) **Transferring -** the ability to move from a bed to an upright chair or wheelchair, and vice versa.
- 3. **Aggregate Period** means the maximum number of Days for which a benefit is payable as shown in the Schedule of Benefits.
- 4. **Benefit** means the benefits listed in the Schedule of Benefits and which are subject to the terms and conditions as stated under this Policy respectively.
- 5. **Big Toe** means the first digit of the Foot.
- 6. Child(ren) means:
  - (a) dependent children including legally adopted children and stepchildren of the named Insured Person under this Policy;
  - (b) from the age of 30 Days after birth up to 19 years or up to 25 years of age if attending as a full-time student in an accredited institution of higher learning; and
  - (c) who are unmarried, primarily reside with the Insured Person and receive financial maintenance and support from the named Insured Person.
- 7. Chronic Condition means a condition that is expected to persist for the remainder of the Insured Person's natural life.
- 8. **Claimant** means the Insured Person or the Insured Person's legal representative, as applicable, making a claim against this Policy.
- 9. Company refers to AIG Malaysia Insurance Berhad (200701037463).
- 10. Compensation refers to the maximum amount payable for a Benefit as shown in the Schedule of Benefits.
- 11. Day means a completed period of 24 hours.
- 12. **Doctor** means a legally registered and qualified medical practitioner with a medical degree in western medicine and authorised by the medical licensing authority in the Usual Country of Residence or in the country which treatment is being sought, to provide medical or surgical service within the scope of their license, specialised accreditation and training. The doctor cannot be the Insured Person, the Insured Person's business partner or agent, the Insured Person's employer or employee or an Immediate Family Member.
- 13. **Endorsement** means a written notice stating an amendment, deletion or addition made to this Policy.

- 14. Finger means a digit of a Hand.
- 15. **Foot** means the entire foot below the ankle.
- 16. Hand means the entire hand below the wrist.
- 17. **Hospital** means any institution lawfully operated for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery (including operating theatres) in the premises of the hospital and having 24 hours daily nursing service by registered graduate nurses, under the supervision of Doctor(s) and is not a clinic, a nursing home, rest home, convalescence, palliative care, hospice or rehabilitation centre, a place used for custodial care, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioural disorders, sanatorium, any transitional care centre or home for the aged or similar establishment; even if located at the same place.
- 18. Hospitalisation means the admission of the Insured Person to a Hospital as an In-patient during the Policy Period.
- 19. **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, stepparent, stepdaughter, stepson, grandchild, legal guardian.
- 20. **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.
- 21. **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.
- 22. **Injury** means an identifiable physical injury which is sustained by the Insured Person during the Policy Period and is caused by an Accident solely and independently of any other causes including any Sickness (except sickness directly resulting from medical or surgical treatment rendered necessary by such Injury), 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 Policy Exclusions - 14 continues to apply; or
  - (c) Any Injury directly resulting from animal or insect bites. This excludes any claims in connection with any Infectious Diseases.
- 23. **Insured Person** means the person named in the Policy Schedule and is covered under this Policy.
- 24. **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
- 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. Parent(s) means the biological mother or father, or the legal guardian of the Child(ren).
- 27. Paraplegia means the entire paralysis of both legs and part or whole of the lower half of the body.
- 28. **Permanent** means lasting 12 consecutive months and at the end of that time is certified by a Doctor as being beyond hope of improvement and will in all probability continue for the remainder of the Insured Person's natural life.
- 29. **Plan** means the list of Benefits and its corresponding Compensation limits selected by the Insured Person which represents the insurance cover for the Insured Person under this Policy. The selected Plan will be shown either in the Policy Schedule or Endorsement, whichever is issued last.

- 30. **Policy** refers to this insurance contract which consists of the Policy Wordings, the Policy Schedule, the latest Schedule of Benefits and any other documents the Company may issue to the Insured Person or the Insured Person that will form part of this Policy (e. g. endorsements).
- 31. **Policyholder** means the person who is named as the Policyholder in the Policy Schedule and is responsible for premium payments and has the right to exercise all privileges under this Policy.
- 32. Policy Effective Date refers to the later of:
  - (a) the Policy Start Date as shown on the Policy Schedule;
  - (b) the date as shown on the Endorsement;
  - (c) the first date the Insured Person was covered under this Policy; or
  - (d) the effective date any additional cover or a change in Plan is granted to the Insured Person while they are covered under this Policy as shown in the Endorsement.
  - (e) the last reinstatement date of this Policy as shown in the Endorsement;
- 33. **Policy Period** means the period the Insured Person is covered under this Policy and shall commence on the later of the Policy Start Date or the last renewal date and such period will end when they cease to be the Insured Person or when the Policy is cancelled or not renewed.
- 34. **Policy Schedule** refers to the document showing details of the Policy Period and the particulars of the Insured Person and eligible Insured Persons.
- 35. **Policy Start Date** means the date specified in the Policy Schedule on which the cover under this Policy commences.
- 36. **Pre-Existing Condition** is any Injury, sickness or other conditions:
  - (a) for which the Insured Person has sought or received treatment, medication, advice or diagnosis in the 2 years before the Policy Effective Date;
  - (b) which first manifested itself, worsened, became acute or presented signs or symptoms in the 2 years prior to the Policy Effective Date which would have caused a reasonable person to seek diagnosis, care or treatment; or
  - (c) which is a Chronic Condition or cancer diagnosed before the Policy Effective Date.
- 37. **Premium Due Date** means the date on which premium is due to be paid by the Insured Person for this Policy. In respect of the:
  - (a) First Premium The first Premium is due on the next day following the day the Insured Person agrees to purchase this Policy.
  - (b) Monthly Renewal Premium Monthly renewal premiums are due on the first day of each month.
  - (c) Reinstatement The premium for reinstatement of Policy is due on the next working day following the Company's approval of the Insured Person's request to reinstate the Policy. If the premium is not paid, the Policy will be rendered null and void.
- 38. **Quadriplegia** means the entire paralysis of both legs and both arms.
- 39. Schedule of Benefits means the table of benefits applicable to this Policy.
- 40. **Sickness** means an illness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, Sickness includes Infectious Diseases, heatstroke, decompression sickness, hypothermia and mountain sickness.
- 41. **Spouse** means the husband or wife.
- 42. **Thumb** means the first digit of a Hand.
- 43. **Toe** means a digit of the Foot.
- 44. Total Disablement means an Injury sustained by the Insured Person resulting in a disablement that consequentially leads

to a total inability to perform, by oneself, at least 3 or more Activities of Daily Living.

#### 45. Total Loss means

- (a) In the case of a Limb:
  - i) Permanent physical severance of the Limb; or
  - ii) Permanent, total and irrecoverable loss of use of the Limb.
- (b) In the case of a loss of Thumb, Finger or Toe:
  - i) Loss by Permanent physical severance of the entire Thumb, Finger or Toe; or
  - ii) Permanent, total and irrecoverable loss of use of a complete Thumb, Finger or Toe.
- (c) In the case of loss of sight:
  - i) Permanent, total and irrecoverable physical loss of one or both eyes; or
  - ii) Permanent, total and irrecoverable loss of the sight of one or both eyes.
- (d) In the case of loss of speech:

Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

(e) In the case of loss of hearing:

Permanent, total and irrecoverable loss of hearing resulting in inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.

- 46. **Usual Country of Residence** means Malaysia, in which the Insured Person is a resident of either as a citizen or registered as a permanent resident or holds at the time of claim a valid employment or dependent permit granted by the relevant government authority.
- 47. War shall mean declared or undeclared hostile action between two or more nations or states.

## **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 arising from, resulting in or in connection with:

- 1. Insured Person's:
  - (a) Pre-Existing Condition or any complications 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.
- 2. Any Sickness.
- 3. Any Injury arising directly or indirectly due to osteoporosis.
- 4. Any Hospitalisation or expenses for:
  - (a) any routine health checks,

- (b) any diagnosis, tests, examinations or x-rays where there is no objective indication of impairment of normal health,
- (c) any treatment or investigation of a preventive nature, vaccinations, acupuncture,
- (d) any treatment which is not medically necessary; or
- (e) any dental treatments.
- 5. Any sexually transmitted diseases, 'Acquired Immunodeficiency Syndrome' ("AIDS"), AIDS-related complex or, any infection by 'Human Immunodeficiency Virus' ("HIV") or any type of venereal disease.
- 6. The Insured Person committing or attempting to commit any criminal or illegal act (including traffic offences).
- 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 engaging in or participating in a strike, riot, or civil commotion.
- 9. The Insured Person engaging, practicing, training or participating in:
  - (a) underwater activities which ordinarily require the use of artificial breathing apparatus. This exclusion does not apply to recreational scuba diving whereby:
    - (i) the Insured Person dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
    - (ii) the Insured Person holds a PADI certification (or equivalent qualification) and dives with a buddy who holds a PADI certification (or equivalent qualification).
  - (b) racing other than on foot, stunts, reliability trials and speed or duration testing. Training or practicing in relation to these activities is also not covered;
  - (c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare-paying passenger in a commercial aircraft licensed to carry passengers; or
  - (d) any extreme sports or activity that presents a high level of inherent danger (i.e., involving exceptional speed and height, high level of expertise, exceptional physical exertion, or highly 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; and

(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. Cosmetic, plastic surgery or elective surgery or treatment.
- 11. Any Injury sustained whilst the Insured Person is riding on a motorcycle without a safety helmet either as a rider or pillionrider.
- 12. Nuclear, biological or chemical incidents as 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; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof; or
- (c) a terrorist, criminal or other malicious entity's dispersal or application of pathogenic or poisonous biological or chemical materials or the release of pathogenic or poisonous biological or chemical materials.
- 13. Any deliberate provocation by the Insured Person against another person that results in the Injury.
- 14. The Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
- 15. Any act of War, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, usurpation of power, strike, riot or civil commotion.

## **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 under the Plan as set out in this Policy which is selected by the Insured Person during the application process.

### 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 is governed by the laws of Malaysia and any dispute or action in connection therewith shall be conducted and determined in Malaysia.

### 5. Dispute Resolution

Any dispute or differences 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

(a) This Policy covers the Insured Person in Malaysia for 24 hours and 7 days a week, unless otherwise stated or endorsed under this Policy.

(b) This Policy covers the Insured Person outside of Malaysia, on a worldwide basis, subject to Condition 22 of the General Policy Conditions on Sanction provided that the maximum period the Insured Person is outside of Malaysia is not more than 180 consecutive days at any one time.

#### 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 increases or decreases 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 the Insured Person's insurance cover.

#### (a) Premium Payable

The premium for this Policy will be paid to the Company by the Insured Person on each Premium Due Date. The premium payable and the Company's billing arrangement is as specified by the Company and agreed to by the Insured Person during the application process.

#### (b) 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.

#### (c) Failure of premium payment

The Policy is automatically cancelled if the Insured Person 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.

#### (d) 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 Policyholder of such premium variation in writing at least 30 days before the change is to take place and to also update the 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 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 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

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

- (a) 30 days' written notice of such change;
- (b) 7 days' written notice of such change if due to an infectious disease outbreak; or
- (c) Immediate written notice of such change, if 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 Insured Person, then this Policy will continue. If the changes are not acceptable, the Insured Person may cancel this Policy under Condition 26 of the General Policy Conditions on Cancellation.
- 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.

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

The Insured Person will give immediate written notice to the Company of any change in the Insured Person's occupation and agree to pay an additional premium if applicable. No claim will be payable in respect of:

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

## 16. Change of Usual Country of Residence

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

### 17. Renewal

This is a monthly renewable policy and is automatically renewed on a monthly basis at the Company's sole discretion and subject to successful collection of Premium. The Insured Person's payment of the monthly premium and the Company's receipt and acceptance of payment will constitute consent to renewal of this Policy. In the event the Company elects to not renew this Policy, the Company will notify the Insured Person in writing at least 30 days before the Insured Person's next Premium Due Date.

#### 18. 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 <a href="https://www.aig.my/privacy-notice">https://www.aig.my/privacy-notice</a>. 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 (200701037463) 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

#### 19. Currency

- (a) Premium: All premiums must be paid in Malaysian Ringgit.
- (b) Claims: All payments will be made in Malaysian Ringgit. Settlement in foreign currencies 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 administration and conversion costs.

A person or any entity who is not a party to this Policy shall have no right to enforce any term of this Policy.

### 21. Right of Assignment

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

### 22. Sanction

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, the Company's parent company or the Company's parent company's ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

### 23. 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.

### 24. 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 paragraphs 8 and 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

## 25. Automatic Termination of Policy

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

(a) this Policy is cancelled for reasons stated under Condition 26 of the General Policy Conditions on Cancellation;

- (b) of the Insured Person's death, from any cause;
- (c) the Insured Person attains the maximum age as stated under section 'Eligibility';
- (d) the Insured Person ceases to satisfy any of the eligibility requirements as stated under section 'Eligibility';
- (e) any fraud or misrepresentation to the Company discovered as mentioned under Condition 13 of the General Policy Conditions on Misrepresentation or Fraud.

### 26. Cancellation

- (a) The Company can cancel this Policy by giving 30 days' prior written notice to the Insured Person.
- (b) The Insured Person can cancel this Policy by giving 30 days' prior written notice to the Company.
- (c) The Company can cancel this Policy immediately if the Insured Person fails to make the premium payment by the Premium Due Date. In such circumstance, the Company will give written notice to the Insured Person confirming the cancellation date. No Benefits will be payable for any claim that occurs during a period for which premium was not received.
- (d) The Company can cancel any cover in this Policy by giving 7 days' prior written notice to the Insured Person in the event of War in Malaysia.
- (e) The Company can cancel the Policy where it is discovered that the Insured Person was in the category of excluded occupations as stated in the 'Eligibility' section. In such cases, the Company shall have the discretion to decide on the refund of premium.

Unless otherwise advised by the Company and the Insured Person agrees, upon cancellation under (a), (b), (c) and (d) above, the Company will continue to provide cover under this Policy for the remaining period for which premium had been received and this Policy shall terminate upon the expiry of such period.

## 27. Reinstatement of Policy

When the Policy is cancelled due to non-payment of premium, the Insured Person must make an application for reinstatement of this Policy within 90 consecutive days from the end of the Premium Due Date. All reinstatements will be determined at the Company's sole discretion and will require the Insured Person to agree to the Company's reinstatement terms and conditions before the Policy is reinstated.

Benefits will not be payable for any event likely to give rise to a claim under this Policy which occurs during the period the Policy is not in force.

### 28. Change of Plans

Any change in the Plan is only allowed 12 months from the effective date or every 12 months thereafter and is subject to the Company's prior approval. If the Insured Person sustains an Injury prior to this change resulting in a claim, the Company will adjudicate the claim for the Insured Person based on the terms of the Policy and the Compensation applicable prior to the change in Plan.

## **CLAIMS PROCEDURES**

#### STEPS TO MAKE A CLAIM 1.

Step 1: The Insured Person must notify the Company immediately after the event which could give rise to a claim under '3. Claim Notification'.

- a) Call the Company at 1800 88 8811 / 603 2118 0188; or
- Complete the Personal Accident & Health Claims Form and email it to MYPAClaims@aig.com. b)

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

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

Step 3: The Insured Person must submit the claims evidence to the Company within 30 days after the event which could give rise to a claim under '5. Claims Evidence / Information' to:

AIG Malaysia Insurance Berhad (200701037463) Claims Department, Level 16 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 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 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 Claimant 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. CLAIM 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 physicians, 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 Claimant may be required by the Company to submit a medical examination by Doctor(s) appointed by the Company before the initial or further Compensation can be paid.
- (f) The Company may at the Company's 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 with the Policy terms and conditions. It can only be made once the Company has received the information it requires to investigate and verify the claim (including information supplied) and it is

satisfied that the claim falls within the Policy. Compensation will generally be paid immediately unless the claim is for events like Permanent Total Disablement or for any periodic payment which will be paid according to the terms set out in the Policy.

- (b) The Compensation for each Benefit is payable as shown in the Schedule of Benefits. Any Compensation that the Company makes under this Policy will not exceed the limit shown in the Schedule of Benefits for the claim event. Compensation under each Benefit is included only for the events specified in the Schedule of Benefits.
- (c) Unless otherwise specified in this Policy, payments or reimbursements will be made at the Company's sole discretion to the Claimant.
- (d) In the course of the Company's claims process, the Claimant is to render full cooperation to the Company and to the Company's 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 Insured Person or the Insured Person's 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 the Company's legal right. The Company will pay the costs and expenses involved in exercising the Company's legal right against the third party.

## 8. **RIGHTS OF 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.

## **COMPLAINTS PROCEDURES**

1. 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 (200701037463) Complaint Handling Unit P O Box 11768 50756 Kuala Lumpur Phone: 1800 88 8811 / 603 2118 0188 Fax: 603 2118 0288 Email: <u>AIGMYComplain@aig.com</u>

2. 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: 03 - 2272 2811 Fax: 03 - 2272 1577 Email: <u>enquiry@ofs.org.my</u> 3. 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) or 03- 2174 1717 (overseas) Fax: 03 - 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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AIG Malaysia Insurance Berhad ("AIG Malaysia") together with other affiliates and subsidiary companies of American International Group, Inc. ("AIG") (collectively called "AIG Affiliates") are committed to protecting the privacy of the individuals we encounter in conducting our business. "Personal Data" is information that identifies and relates to you or other individuals (such as your dependants). This Privacy Notice is designed to provide notice of and assist you in understanding why and how AIG Malaysia collects and uses your Personal Data, to whom such data is disclosed and to whom data access requests can be addressed.

#### WHO TO CONTACT ABOUT YOUR PERSONAL DATA

If you have any questions about our use of your Personal Data you can contact us at:

AIG Malaysia Insurance Berhad Attn: Customer Care Department P O Box 11768, 50756 Kuala Lumpur Email: <u>AIGMYCare@aig.com</u> Phone: 1800-88-8811 / 603 2118 0188 Fax: 603 2118 0288

#### HOW WE COLLECT PERSONAL DATA

The principal ways we collect Personal Data are through application and claim forms in respect of our insurance products, by phone through telephone applications, e-mails and other communications with us, as well as from other insurers, claim investigators, medical professionals, witnesses and/or other third parties involved in our business dealings with you.

We also collect Personal Data through other means such as:

- this website (the "Site");
- the software applications made available by us for use on or
- through computers and mobile devices (the "Apps");
- our social media pages, including those linked at Social@AIG (<u>http://www.aig.com/social-media\_3171\_442101.html</u>), and other social media content, tools and applications (our "Social Media Content").

The Site, the Apps and our Social Media Content are collectively referred to below as "AIG Electronic Services".

#### PERSONAL DATA THAT WE COLLECT

Depending on your relationship with us (for example, as a consumer policyholder; non-policyholder insured or claimant; witness; commercial broker or appointed representative; or other person relating to our business), Personal Data collected about you and other individuals connected to you, may include:

- General identification and contact information
   Your name; address; e-mail and telephone details;
   gender; marital status; family status; date of birth;
   passwords (including on our systems); educational
   background; physical attributes; activity records, such as
   driving records; photos; employment history, skills and
   experience; professional licenses and affiliations;
   relationship to the policyholder, insured or claimant; and
   date and cause of death, injury or disability.
- Identification numbers issued by government bodies or agencies Identity card number; social security or national

insurance number; passport number; employment pass

or work permit number, employees' provident fund member number; tax identification number; military identification number; or driver's or other license number.

#### Financial information and account details

Payment card number; bank account number and account details; credit history and credit score; assets; income; and other financial information.

#### • Medical condition and health status

Current or former physical or mental or medical condition; health status; injury or disability information; medical procedures performed; personal habits (for example, smoking or consumption of alcohol); prescription information; and medical history.

#### Other sensitive information

In certain cases, we may receive sensitive information about your trade union membership, religious beliefs, political opinions, family medical history or genetic information (for example, if you apply for insurance through a third-party marketing partner that is a trade, religious or political organization). In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud, money laundering, drug trafficking or other serious crimes. We may also obtain sensitive information if you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).

• Telephone recordings

Recordings of telephone calls between you and our representatives and call centers.

#### Information enabling us to provide products and services

Location and identification of property insured (for example, property address, vehicle license plate or identification number); travel plans; age categories of individuals you wish to insure; policy and claim numbers; coverage/peril details; cause of loss; prior accident or loss history; your status as director or partner, or other ownership or management interest in an organization; and other insurance you hold.

- Marketing preferences and customer feedback
   You may let us know your marketing preferences, enter
   a contest or prize draw or other sales promotion, or
   respond to a voluntary customer satisfaction survey.

   Social media information
- Social media information Your social media account ID and profile picture, and

other Personal Data that you provide to us through AIG Electronic Services. If you elect to connect your social media account provided by another social media service provider to your account(s) on any of the AIG Electronic Services, Personal Data from your social media account will be shared with us, which may include Personal Data that is part of your social media account profile or your friends' profiles.

#### HOW WE USE PERSONAL DATA

Our overriding principle is only to collect Personal Data which we believe to be relevant and required to understand your insurance needs, to conduct our business and to provide better customer service and products.

The particular purposes for which we may collect and use Personal Data includes:

• To communicate with you and others as part of our

business. To provide insurance, financial services or related products and services to you and administer, maintain, manage and operate such products and/or services including any renewals.

- To send you important information regarding changes to our policies, other terms and conditions, renewal of policies, AIG Electronic Services and other administrative information.
- To process, assess and determine any applications or requests made by you for insurance products or services.
- For any purposes in connection with any claims made under any insurance products or in respect of any services provided by AIG Malaysia or AIG Affiliates, including without limitation making, defending, analyzing, assessing, processing, determining, settling, responding to and managing such claims.
- To assess your eligibility for payment plans, and process your premium and other payments.
- To provide improved quality, training and security (for example, with respect to recorded or monitored phone calls to our contact numbers).
- To prevent, detect and investigate crime, including fraud and money laundering, and analyze and manage other commercial risks.
- To carry out market research and analysis, including satisfaction surveys.
- To provide marketing information to you (including information about other products and services offered by selected third-party partners) in accordance with preferences you have expressed, if any.
- To personalize your experience on AIG Electronic Services by presenting information and advertisements tailored to you.
- To identify you to anyone to whom you send messages through AIG Electronic Services.
- To allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Data, so we suggest that you read these carefully.
- To manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; data and website hosting; business continuity; and records, document and print management.
- To resolve complaints, and handle requests for data access or correction.
- To comply with applicable laws and regulatory obligations (including laws outside of Malaysia), such as those relating to anti-money laundering and anti-terrorism; comply with legal process; and respond to requests from public and governmental authorities (including those outside of Malaysia).
- For audit, compliance, investigation and inspection purposes.
- For matching any Personal Data held by AIG Malaysia or AIG Affiliates relating to you from time to time for any of the purposes listed in this Privacy Notice.
- To meet the requirements to make disclosure pursuant to any law binding on AIG Malaysia or any of the AIG Affiliates or for the purposes of complying with any regulations or guidelines issued by any regulatory or other authorities which have jurisdiction over AIG Malaysia or any AIG Affiliates.
- To conduct background and identity checks, such as for the purposes of verifying your identity in order to respond to your request to be provided with a duplicate policy or other documentation, any request made by you to change your address in our records, or any request by you to change your bank account or payment or other details in our records.
- To conduct credit checks on you, such as analyzing,

verifying, and/or checking your credit, payment and/or status in relation to your ability to use the services.

- To carry out due diligence or other screening activities in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by AIG Malaysia.
- To determine any amount of indebtedness owing to or from you and collecting or recovering any amount owing from you or any person who has provided security or an undertaking for such liabilities of yours
- To enable an actual or proposed purchaser, assignee, transferee, participant or sub-participant of AIG Malaysia or any of AIG Affiliates' rights or business to evaluate the transaction intended to be the subject of reorganization, merger, sale, joint venture, assignment transfer, participation or sub-participation.
- To establish and defend legal rights; to protect AIG Malaysia's operations or those of any AIG Affiliates or insurance business partners, our rights, privacy, safety or property, and/or that of AIG Affiliates, you or others; and to pursue available remedies or limit our damages.
- To exercise any rights AIG Malaysia or AIG Affiliates may have in connection with the provision of insurance products and services to you.

#### INTERNATIONAL TRANSFER OF PERSONAL DATA

Due to the global nature of our business, for the purposes set out above we may transfer Personal Data internationally to parties located in other countries that have a different data protection regime than is found in Malaysia. Personal Data collected by AIG Malaysia is likely to be transferred to places outside of Malaysia (such as to AIG or AIG secure data centers, AIG Affiliates, service providers, business partners and governmental or regulatory authorities) in order to carry out the purposes, or directly related purposes, for which the Personal Data was collected.

#### SHARING OF PERSONAL DATA

AIG Malaysia may make Personal Data available to:

#### Our group companies

For a list of AIG Affiliates that may have access to and use of Personal Data, please refer to: <u>http://www.aigcorporate.com/AIG All Entities.pdf</u>. AIG Malaysia is responsible for the management and security of jointly used Personal Data. Access to Personal Data within AIG Malaysia is restricted to those individuals who have a need to access the information for our business purposes.

• Other insurance and distribution parties In the course of marketing and providing insurance, and processing claims, we may make Personal Data available to third parties such as other insurers; reinsurers; insurance and reinsurance brokers and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.

#### Our service providers

External third-party service providers, such as medical professionals, accountants, actuaries, auditors, experts, lawyers and other outside professional advisors; travel and medical assistance providers; call center service providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and analysis service providers; banks and financial institutions that service our accounts; third-party claim administrators; document and records management providers; claim investigators and adjusters; construction consultants; engineers; examiners; jury consultants; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities.

Recipients of your social sharing activity

Your friends associated with your social media account, other website users and your social media account provider, in connection with your social sharing activity, such as if you connect your social media account provided by another social media service provider to your AIG Electronic Services account or log into your AIG Electronic Services account from another social media account. By connecting your AIG Electronic Services account and your other social media account you authorize us to share data with the provider of your other social media account and you understand that the use of the data we share will be governed by the other service provider's social media website's privacy policy. If you do not want your Personal Data shared with other users or with your other social media account provider, please do not connect your other social media account with your AIG Electronic Services account and do not participate in social sharing on AIG Electronic Services.

#### Governmental authorities and third parties involved in court action

We may also share Personal Data with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside Malaysia; (b) to comply with legal process;

(c) to respond to requests from public and government authorities including public and government authorities outside Malaysia; (d) to enforce our terms and conditions;

(e) to protect our operations or those of any of our group companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; (g) to allow us to pursue available remedies or limit our damages;and (h) for audit, compliance, investigation and inspection purposes

#### • Other Third Parties

We may share Personal Data with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and other people involved in an incident that is the subject of a claim; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock. To check information provided, and to detect and prevent fraudulent claims, Personal Data (including details of injuries) may be shared with other insurers when dealing with claims to detect, prevent and investigate fraud.

Personal Data may also be shared by you, on message boards, chat, profile pages and blogs, and other AIG Electronic Services to which you are able to post data and materials. Please note that any data you post or disclose through these services will become public information, and may be available to visitors and users of the AIG Electronic Services and to the general public. We urge you to be very careful when deciding to disclose your Personal Data, or any other information, when using AIG Electronic Services.

#### SECURITY

AIG Malaysia will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any Personal Data you might have with us has been compromised), please immediately notify us. (See the "Who to Contact About Your Personal Data" section above.)

When AIG Malaysia provides Personal Data to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Data.

#### **RETENTION OF PERSONAL DATA**

AIG Malaysia takes reasonable steps to ensure that the Personal Data we process is reliable for its intended use, and as accurate and complete as is necessary to carry out the purposes described in this Privacy Notice. AIG Malaysia will retain Personal Data for the period necessary to fulfill the purposes outlined in this Privacy Notice unless a longer retention period is required or permitted by law.

#### PERSONAL DATA OF OTHER INDIVIDUALS

If you provide Personal Data to AIG Malaysia regarding other individuals, you agree: (a) to inform the individual about the content of this Privacy Notice; and (b) to obtain any legallyrequired consent for the collection, use, disclosure, and transfer (including cross- border transfer) of Personal Data about the individual in accordance with this Privacy Notice.

#### MARKETING PREFERENCES

We will provide you with regular opportunities to tell us your marketing preferences, including in our communications to you. You can also contact us by e-mail at <u>AIGMYCare@aig.com</u> or by writing to AIG Malaysia Insurance Berhad at P O Box 11768, 50756 Kuala Lumpur to tell us your marketing preferences and to opt-out.

If you no longer want to receive marketing-related e-mails from AIG Malaysia on a going-forward basis, you may opt-out of receiving these marketing-related emails by clicking on the link to "unsubscribe" provided in each e-mail or by contacting us at the above addresses.

We aim to comply with your opt-out request(s) within a reasonable time period. Please note that if you opt-out as described above, we will not be able to remove your Personal Data from the databases of third parties with whom we have already shared your Personal Data (i.e., to those to whom we have already provided your Personal Data as of the date on which we respond to your opt-out request). Please also note that if you do opt-out of receiving marketing communications from us, we may still send you other important administrative communications from which you cannot opt-out.

# ACCESS AND CORRECTION REQUESTS, QUESTIONS AND CONCERNS

In certain countries, an individual may have the right to access, correct, object to the use of, or request deletion or suppression of Personal Data on certain grounds. Please contact us as set out in the "Who to Contact About Your Personal Data" section above with any such requests or if you have any questions or concerns about how we process Personal Data. Please note that some Personal Data may be exempt from access, correction, objection, deletion or suppression rights in accordance with local privacy and data protection laws.

# OTHER INFORMATION WE COLLECT THROUGH AIG ELECTRONIC SERVICES

"Other Information" is any information that does not reveal your specific identity, such as:

- Browser and electronic device information;
- App usage data;
- Information collected through cookies, pixel tags and other technologies;
- Demographic information and other information provided by you; and
- Aggregated information

We and our third-party service providers may collect Other Information in a variety of ways, including:

- Through your internet browser or electronic device: Certain information is collected by most websites, such as your IP address (i.e., your computer's address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, electronic device manufacturer and model, language, time of the visit and the page(s) visited, name and version of the AIG Electronic Services (such as the App) you are using. We use this information to ensure that the AIG Electronic Services function properly.
- Through your use of the Apps: when you download and use the Apps, we and our service providers may track and collect App usage data, such as the date and time the Apps on your electronic device accesses our servers and what information and files have been downloaded to the Apps based on your device number.
- Using cookies: Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent using the AIG Electronic Services, pages visited, language preferences and relevant country website. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while using the AIG Electronic Services, or to gather statistical information about the usage of the AIG Electronic Services. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc, trading as DoubleClick. For more information on the DoubleClick cookie, or to opt out from the DoubleClick advertisement cookie please visit: <u>http://www.google.com/privacy/ads/</u>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use the AIG Electronic Services and some online products.

 Using pixel tags, web beacons, clear GIFs or other similar technologies: These may be used in connection with some AIG Electronic Services and HTML-formatted e-mail messages to, among other things, track the actions of users of the AIG Electronic Services and email recipients, measure the success of our marketing campaigns and compile statistics about usage of the AIG Electronic Services and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to them beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to Opt-Out, go to

#### http://www.omniture.com/privacy/policy#optout.

- Physical Location: Subject to applicable law, we may collect information regarding the physical location of your electronic device by, for example, using satellite, mobile/cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content. Subject to your marketing preferences as indicated to us or applicable law, we may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content.
- From you: Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with Personal Data, this information does not personally identify you.
- By aggregating information: We may aggregate and use certain information (for example, we may aggregate information to calculate the percentage of our users who have a particular telephone area code).

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as Personal Data under applicable law, then, in addition to the uses listed in the "Other Information We Collect" section above, we may use and disclose Other Information for all the purposes for which we use and disclose Personal Data.

#### THIRD PARTY WEBSITES

This Privacy Notice does not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any site to which this AIG Electronic Services link. The inclusion of a link on AIG Electronic Services does not imply endorsement of the linked site by us or by our group companies.

Please note that we are not responsible for the collection, usage and disclosure policies and practices (including the information security practices) of other organizations, such as Facebook®, Twitter®, Apple®, Google®, Microsoft®, RIM/Blackberry® or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider or electronic device manufacturer, including any Personal Data you disclose to other organizations through or in connection with the AIG Electronic Services.

#### USE OF AIG ELECTRONIC SERVICES BY MINORS

AIG Electronic Services are not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Data through AIG Electronic Services.

#### CHANGES TO THIS PRIVACY NOTICE

We review this Privacy Notice regularly and reserve the right to make changes at any time to take account of changes in our business and legal requirements. We will place updates on our website: <u>https://www.aig.my/privacy-notice</u>

Please take a look at the "LAST UPDATED" date at the top of this Privacy Notice to see when it was last revised; any change will be effective immediately upon being posted on our website: https://www.aig.my/privacy-notice.