

ACCIDENT GUARD POLICY



Presented by:

AIG Malaysia Insurance Berhad (795492-W)
Menara Worldwide,
198, Jalan Bukit Bintang,
55100 Kuala Lumpur.

Customer Service:

1800 88 88 11



Bring on tomorrow

ACCIDENT GUARD POLICY

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SECTION 1 – THE CONTRACT

In consideration of You having applied to Us to protect your “Out-of-Pocket Accident Related Expenses” by a proposal and declaration which shall be the basis of this contract and having paid to Us the premium stated in the Policy Schedule in accordance with the laws of Malaysia, We will insure You against “Out-of-Pocket Accident Related Expenses” due to Accident for a period of 12 months from inception date within the Territorial Limits as described in this policy occurring during the Period of Insurance subject to all the terms conditions, exclusions and endorsements applying to and forming part of this policy.

The Policy Schedule, policy wordings, the duly completed proposal form, and any attached endorsement/document shall be read together to form an entire contract between Us and You. All statements and answers made by You in the proposal form, and in any collateral questionnaire shall, in the absence of fraud, be deemed representations and not warranties.

All periods of insurance shall begin and end at 12.01 a.m. standard Malaysian time.

SECTION 2 – ELIGIBILITY

- (1) Corporations or associations;
- (2) Individuals between 24 and 65 years of age;
- (3) (1) or (2) above must have contemporaneous insurance under a comprehensive private car or commercial vehicle policy;
- (4) Coverage under any one of Benefits A – C herein is invoked only in the event of a corresponding Own Damage claim under the comprehensive private car or commercial vehicle policy.
- (5) The Benefits herein are payable subject to the vehicle being repaired at a Panelshop valid at the time of the Accident.

SECTION 3 – DEFINITIONS

Accident

refers to an event or series of events arising out of one cause which gives rise to damage to the insured vehicle and which is covered under the corresponding comprehensive private car or commercial vehicle policy.

Benefits

A monetary entitlement reimbursed to You in accordance with this insurance policy terms and conditions.

Date of Loss

Shall refer to the date when the Accident occurs.

Panelshop

refers to the approved car repairers empanelled by Us under Our Auto Panelshop Scheme. As the list may change from time to time, the Panelshop listed at the time of the Accident will apply.

Own Damage

refers to damage to the insured vehicle, including Own Damage Knock For Knock (OD KFK) Claims where No Claim Discount (NCD) is not forfeited. Own Damage excludes actual total loss, constructive total loss & theft claims.

Period of Insurance

Shall refer to the period stated on the policy for which You are covered under the terms and conditions of this policy and during which We are liable to pay for the Benefits therein.

Policy Schedule

Shall mean the schedule that gives Your details, Period of Insurance, risks, coverage and clauses and/or endorsements applicable.

Territorial Limits

Coverage is limited to Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

We/Us/Our

refers to AIG Malaysia Insurance Berhad (795492-W).

You/Your

shall mean the policyholder so identified in the Policy Schedule.

SECTION 4 – GENERAL CONDITIONS

1. Duty of disclosure:

You must take reasonable care to ensure that all your answers to the questions are full, complete, correct, honest and to the best of your knowledge. You also have a duty to inform AIG Malaysia of any change in the information given to us earlier before we issue the policy schedule to you, before you renew or change any of the terms of your policy.

If you don't, AIG Malaysia may:

- a) declare your policy void from inception (which means treating it as invalid) and AIG Malaysia may not return the premium or recover any unpaid premium;
- b) cancel this policy and return any premium less AIG Malaysia's cancellation charge or recover any unpaid premium;
- c) recover any shortfall in premium;
- d) not pay any claim that has been or will be made under the policy; or
- e) be entitled to recover from you the total amount of any claim already paid under the policy or any claim AIG Malaysia have to pay under any relevant legislation, plus any recovery costs.

2. Payment of Premium

The premium due hereunder must be paid before this policy is effective. Cover is strictly on a Cash Before Cover (CBC) basis. Cover will not operate while premium is in arrears.

3. Alterations

No alterations or change in the terms and conditions of this policy nor any endorsement thereon will be held valid unless the same is signed by Our authorized representative.

4. Cancellation and rescission

- i) We may cancel this policy by serving 14 days notice in writing to You.
- ii) Upon settlement of a claim under any of the section under this policy, that Benefit terminates automatically.
- iii) Insurance coverage provided under this policy is rescinded (i.e. void from inception), if premium is not paid when due.
- iv) termination of this coverage in a certain market in accordance with the Portfolio Withdrawal Condition.

5. Notice of Claim

Subject to that described under Section 6, You must, within 14 days from the Date of Loss, lodge notice of intention to claim to 'The Motor Claims Manager' of AIG Malaysia Insurance Berhad. Failure to lodge such notice of intention to claim will forfeit Your rights to file a claim under this policy. Thereafter, proof of claim must be filed as provided in Condition 5 below.

6. Proof of Claim

After lodgment of notice to claim, proof of claim must be filed within 30 days from the Date of Loss and must be supported by:-

- i) a police report or an independent witness' statement describing the event;
- ii) the insurance policy; and
- iii) only original receipts of bills for expenses will be accepted for reimbursement.

6. Proof of Loss

Written proof of loss must be furnished to Us by You at Our said office within 30 days from the Date of Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than 1 year from the Date of Loss.

7. Limitation of Claims

No claim Benefits shall be payable for any claim filed to Us beyond a period of 1 year from the Date of Loss.

8. Notice

All notices required to be given by You to Us must be in writing addressed to Our nearest branch or agency and no alteration in the terms of this policy nor or any endorsement thereon will be held valid unless the same is signed or initialed by Our authorized representative.

9. Arbitration Clause

(a) Any dispute, difference or question which may arise at any time hereafter between Us and You or Your legal representatives in relation to the interpretation of this policy or the rights or liabilities of parties hereto shall be referred to arbitration. This policy shall be subject to the jurisdiction of the Malaysian courts and construed according to Malaysian laws.

(b) The arbitration shall be heard by a single arbitrator of whom the appointment shall be agreed by the parties hereto within 14 days from the commencement of the arbitration procedure. In default of an agreement, an arbitrator shall be appointed in accordance with and subject to the provisions of the Malaysian Arbitration Act 2005 or any statutory modification or reenactment thereof for the time being in force.

10. Law & Jurisdiction

This policy is subject to Malaysian law and in the event of dispute, will be determined by a competent court in Malaysia.

11. Consent To Use Personal Data

By submitting the application for coverage, you consent to the collection of your personal information by AIG Malaysia (whether through the phone or otherwise obtained) and such information may be held, used and disclosed by AIG Malaysia to individuals, service providers and organizations associated with AIG Malaysia or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this insurance and providing subsequent service(s) for this purpose, AIG Malaysia's financial products and services, data matching, surveys, and to communicate with you for such purposes. You reserve the right to obtain access, request correction or withdraw your consent to the use of any of your personal information held by AIG Malaysia.

12. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by 30 days written notice to You and We will run off all policy schedule to expiry of the period of cover within the portfolio.

13. Goods and Services Tax (GST):

Please be informed that GST will be implemented by the Government of Malaysia with effect from 1st April 2015 at a rate of 6%.

AIG Malaysia reserves the right to collect from you an amount equivalent to the GST payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1st April 2015, to collect from you an amount equivalent to the GST payable on the applicable premium calculated from 1st April 2015 on a pro-rated basis. Your obligation to pay GST shall form part of the terms and conditions in your insurance policy.

Policies commencing before 1st April 2015 will exclude GST on the premium amount. However, AIG Malaysia reserve the right to charge you GST in addition to the premium amount quoted for the period spanning across 1 April 2015. For policies commencing after 1st April 2015, the premium amount quoted will be subjected to GST.

When AIG Malaysia makes a payment under this policy for the acquisition of goods, services or other supplies AIG Malaysia will reduce the payment by the amount of any input tax credit that you are or would be entitled to if you made a relevant acquisition. AIG Malaysia will pay the GST amount in addition to the limits of liability shown in the policy or in the schedule.

Where the limits of liability shown in the policy or in the schedule are not sufficient to cover your loss, AIG Malaysia will only pay an amount for GST that relates to AIG Malaysia's proportion of the loss. Where you are registered for GST you must inform AIG Malaysia your correct input tax credit entitlement each time a claim is made under this policy. Any fines or penalties arising from your incorrect advice are payable by you.

For the purposes of this condition:

"GST", "credit for input tax", "acquisition(s)", and "supply" have the same meaning as given to those expressions in the "Goods and Services Tax Act 2014" as amended from time to time and such related legislation".

SECTION 5 – GENERAL EXCLUSIONS

1. This policy will not cover the following:
 - a) Losses that do not occur within the Period of Insurance ;
 - b) Losses caused by illegal acts;
 - c) Losses that are intentionally or negligently caused by You;
 - d) Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
 - e) Losses due to the order of any government, public authority, or customs' officials.

2. We shall not be liable for a loss that would otherwise be payable, if it occurs directly or indirectly, due to or in consequence of:
 - (a) an act in contravention of a government prohibition or regulation or law or public policy;
 - (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, civil commotion, uprising, martial law, riot or the act of any lawfully constituted authority;
 - (c) an act of terrorism.

For this purpose, an act of terrorism means any act including, but not limited to the use of force or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ethnic, ideological or similar purposes including the intention to influence any government and/or to put the public; or any section of the public in fear.

Any loss or damage which is occasioned by or through or in consequence of, directly or indirectly, any of the abovesaid occurrences shall be deemed to be injury, loss or damage which is/are not covered by this insurance policy, except to the extent that You shall prove that such injury, loss or damage happened independently from the existence of such conditions.

In any action, suit or other proceedings where We allege that by reason of the provisions of this condition, any injury, loss or damage is not covered by this insurance, the burden of proving that such injury, loss or damage is covered shall be on You.

3. We shall not be deemed to provide cover and We 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 Us, Our parent company or Our 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.

SECTION 6 – POLICY BENEFITS

This policy offers the following choices of “Out-of-Pocket Accident Related Expenses” incurred due to an Accident occurring during the policy period.

The Benefits selected by You and payable to You under the terms of this policy are identified in the attached schedule of Benefits.

- A) CAR ALLOWANCE REIMBURSEMENT – Limit per day of repair as per schedule**
- a) Covers a maximum of 10 days whilst the vehicle is in the Panelshop.
 - b) Vehicle must be sent for repairs at a Panelshop within 7 days of the Accident
- B) SPRAY PAINTING OF WHOLE CAR – Limit as specified in the schedule (Applicable to Private Car only)**
- a) Coverage applies irrespective of age of vehicle.
 - b) Coverage is invoked in the event that a corresponding Own Damage Accident claim which involves repainting of the damaged part does not allow for the spray-painting of the whole vehicle in its repair approval. Coverage is subject to the limit as specified in the schedule.
- C) REIMBURSEMENT OF BETTERMENT COST - Limit as specified in the schedule (Applicable to Private Car only)**
- a) Coverage is invoked to pay for the betterment factor that is applied in a corresponding Own Damage Accident claim, due to the age of the vehicle.
 - b) Reimbursement is subject to the actual expenses incurred, subject to the limit specified in the schedule. Original bills/receipt must be furnished.

Upon settlement of a claim under any of the above sections of this policy, that Benefit terminates automatically unless reinstated by payment of a further additional premium.

Exclusions:

This policy will not entertain any claim(s) under any of the following situations:

1. If there is no corresponding claims payable under Section A of the comprehensive private car or commercial vehicle policy.
2. Accident that results directly or indirectly from an illegal act or a criminal offence.
3. Accident whereby the vehicle is being test driven or where the driver is under the influence of drink or drugs such as to be incapable of driving or of controlling the vehicle.
4. Arising directly or indirectly from flood, storm damage, falling object, theft, strike, riot & civil commotion, and suchlike unless such claim is payable under the corresponding comprehensive private car or commercial vehicle policy.
5. Defective design or defective repairs, and in any way unconnected with a road Accident.
6. Second and subsequent claims under the same policy unless reinstated by payment of a further additional premium.

The policy schedule and the policy wordings shall be read together to form an entire contract between the Company and the Insured”.

DISCLOSURE & POLICY STATEMENT KETERANGAN & KENYATAAN POLISI

- Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-
Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-
 - The Customer Care Officer of AIG Malaysia Insurance Berhad (795492-W) ("Company") at tel: 1800 88 88 11 or fax: 603 2188 0288 or via e-mail to AIGMYCare@aig.com. At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.
Pegawai Khidmat Pelanggan AIG Malaysia Insurance Berhad (795492-W) ("Syarikat") di tel: 1800 88 88 11 atau faks: 603 2188 0288 atau e-mel pada AIGMYCare@aig.com. Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.
 - The Financial Mediation Bureau (FMB) at tel: 03-2272 2811 or fax: 03-2272 1577
Any policyholder who is not satisfied with the decision of an insurance company may write to the FMB, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate FMB's reference.
Biro Pengantaraan Kewangan (BPK) di tel: 03-2272 2811 atau faks: 03-2272 1577
Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada BPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada BPK untuk rujukan.
An award of the FMB is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the FMB's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the FMB.
Pihak Syarikat adalah terikat kepada keputusan BPK. Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan BPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dicalaj untuk perkhidmatan BPK.
The address is / Alamat ialah:-
Biro Pengantaraan Kewangan
Tingkat 14, Blok Utama
Dataran Kewangan Darul Takaful
No 4 Jalan Sultan Sulaiman
50000 Kuala Lumpur
 - Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.
Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.
Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-2174 1515
Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.
The address is / Alamat ialah:-
Pengarah
Laman Informasi Nasihat dan Khidmat (LINK)
Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti surat 10922
50929 Kuala Lumpur
- By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.
Bersandarkan Akta Pencegahan Pengubahan Wang Haram & Pecegahan Pembiayaan Keganasan 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.
- For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.
Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.
- CONSENT TO USE OF PERSONAL DATA :** Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at AIG Malaysia Customer Care P.O. Box 11768, 50756 Kuala Lumpur or phone: 1800 88 88 11, fax: 603 2685 4896 or e-mail: AIGMYCare@aig.com.
By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above.
KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI : Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat reinsurans dan penyiasatan tuntutan dan persatuan/perbadanan industri) bagi tujuan menyimpan dan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pemedanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara menulis kepada pihak Syarikat di AIG Malaysia Customer Care P.O. Box 11768, 50756 Kuala Lumpur atau menelefon: 1800 88 88 11, fax: 603 2188 0288 atau e-mel: AIGMYCare@aig.com.
Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di-atas.

JL-V6/April 11

IMPORTANT NOTICE

AIG V.8/OCT 2012

Please take note that a Product Disclosure Sheet is attached to your policy contract:

The Product Disclosure Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service at **1800 88 88 11** (Monday – Friday, 9am – 5pm).

NOTIS PENTING

Sila ambil perhatian bahawa sesalinan Helaian Pendedahan Produk adalah dilampirkan dengan kontrak polisi anda:

Helaian Pendedahan Produk mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Perkhidmatan Pelanggan kami di **1800 88 88 11** (Isnin – Jumaat, 9pagi – 5petang)



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