AIG Malaysia Insurance Berhad (795492-W) formerly known as Chartis Malaysia Insurance Berhad Level 18, Menara Worldwide,198, Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia.
603 2118 0188 Telephone
603 2118 0288 Facsimile

AIG

Dear Sir/ Madam,

We are now known as AIG Malaysia Insurance Berhad (795492-W) (formerly known as Chartis Malaysia Insurance Berhad). Henceforth all references to "Chartis" or "CMI" in these documents refers to AIG Malaysia Insurance Berhad with effect from 15 November 2012.

In line with our rebranding, we will also be moving to an exciting new office on 30 November 2012. Our new address is as follows:

Level 18, Menara Worldwide

198 Jalan Bukit Bintana

55100 Kuala Lumpur

T: 603 2118 0188 F: 603 2118 0288

You may continue to reach us from now until 30 November 2012 with our existing contact number and start contacting us at our new phone number stated above starting from 3 December 2012.

Thank you for choosing AIG as your insurance partner.

Sincerely,

Matt Harris

CEO

AIG Malaysia Insurance Berhad



Supreme Cover Accident
Group Personal Accident
Insurance Policy

Chartis Malaysia Insurance Berhad (795492-W) Wisma Chartis, No. 99 Jalan Ampang, 50450 Kuala Lumpur, Malaysia 1800 88 88 11 Telephone 60 3 2058 5500 Facsimile

ьо 3 2058 5500 Facsimile www.chartisinsurance.com.my

# SUPREME COVER - SCHEDULE OF BENEFITS

						SUM INS	SUM INSURED (RM)				
O <sub>Z</sub>	BENEFIT	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8	Plan 9	Plan 10
~	Accidental Death and Disablement	30,000	60,000	100,000	200,000	30,000	000,09	100,000	200,000	500,000	500,000
2	Accidental Death and Disablement whilst overseas	37,500	75,000	125,000	250,000	37,500	75,000	125,000	250,000	625,000	625,000
က	Death due to Dengue Fever	3,000	6,000	10,000	20,000	3,000	6,000	10,000	20,000	50,000	50,000
4	Accidental Medical Reimbursement (includes up to RM500 sinseh/traditional treatment)	2,000	3,000	4,000	5,000	2,000	3,000	4,000	5,000	5,000	5,000
2	Accidental Medical Reimbursement (injury due to Snatch Theft)	4,000	6,000	8,000	10,000	4,000	6,000	8,000	10,000	10,000	10,000
9	Medical Report Fee	200	200	200	200	200	200	200	200	200	200
7	Weekly Indemnity	50	100	150	200	N/A	N/A	N/A	N/A	200	N/A
∞	Daily Hospital income	N/A	N/A	N/A	N/A	50	50	88	88	N/A	200
6	Surgical Benefit	N/A	N/A	N/A	N/A	2,000	2,000	2,000	2,000	N/A	5,000
10	Ambulance Fee	200	500	200	500	500	500	200	200	200	200
1	Purchase of Prosthesis/Wheelchair	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
12	Legal Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
13	Emergency Evacuation & Repatriation	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
41	Bereavement Benefit	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Note: N/A	Note: N/A: Not Applicable		,	:							



# **SUPREME COVER GROUP**

# PERSONAL ACCIDENT INSURANCE POLICY

# **SECTION 1 - THE CONTRACT**

This contract is made in consideration of the application and the payment of premium as stated in the policy and issued to the Policyholder for the benefit of the "Insured Person". This policy, the application in respect of it, and all related endorsement(s) constitute the entire contract. All statements and answers made by the Policyholder and/or the Insured Person in the application, and in any questionnaire shall, in the absence of fraud, be deemed representations and not warranties.

All Period of Insurance shall begin and end at 12.01 a.m. standard Malaysian time.

# **SECTION 2 - DEFINITIONS**

The following words shall carry the meanings defined below:-

# Accident/Accidental

shall mean a sudden, unintentional, unexpected, unusual and specific events that occurs at an identifiable time and place which shall independently of any other cause be the sole cause of Injury which shall include food poisoning.

# **Activities of Daily Living**

shall mean the ability to carry out the following activities:

- Transfer: Getting in and out of a chair without requiring physical assistance.
- b) Mobility: The ability to move from room to room without requiring any physical assistance.
- c) Continence: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- d) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- e) Bathing/Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- f) Eating: All efforts to eat food after it is prepared.

# **Any One Disability**

shall mean all of the periods of disability arising from the same cause including any and all complications there from except that if the Insured Person completely recovers and remain free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the disability for at least ninety (90) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

# Benefit(s)

means the respective benefits under this policy, more particularly described in the Schedule of Benefits.

# **CMI**

refers to Chartis Malaysia Insurance Berhad (795492-W) formerly known as AIG General Insurance (Malaysia) Berhad.

# **Common Carrier**

shall mean any licensed registered operator which provides regular scheduled transportation services for individuals who travel as fare paying passengers in vehicles as listed below:

- a) Airport limousine, bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train; and
- b) Any fixed-wing aircraft operated by a licensed airline or an air charter company; and helicopters operating only between established and recognized commercial airports or licensed commercial heliports, of which both the said aircrafts and helicopters must have current and valid air worthiness certificates issued by the appropriate authority.

# **Competent Age**

refers to the age eligibility of the Insured Person to qualify for cover under this policy. Entry age of Insured Person shall be between the ages of eighteen (18) years to sixty (60) years, renewable up to age of sixty five (65) years.

# **Congenital Conditions**

shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth whether known or unknown to the Insured Person. These conditions

include all types of hernias, and epilepsy except when caused by a trauma, which occurs after the inception date of cover.

# Confinement

shall mean admission to a Hospital for a minimum period of six (6) hours upon the recommendation of a Physician or Surgeon. For the avoidance of doubt, Hospitalization shall be evidenced by daily boarding charges imposed by a Hospital.

### Date of Loss/Accident

shall mean the date when the Accident or Disability occurs.

# Disability

shall mean a Illness or the entire Injuries arising out of a single or continuous series of causes.

# **Effective Date**

shall mean the date from which the insurance coverage under this policy becomes effective. The Effective Date of this policy is as stated in the Policy Schedule. The Effective Date of the Certificate of Insurance (if applicable) will be that stated in the respective Certificates of Insurance.

# Hospital

shall mean only an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:

- a) has facilities for diagnosis and major surgery,
- b) provides 24-hours a day nursing services by registered and graduate

nurses, c) is under the supervision of a Physician, and

d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

# Illness

shall mean a physical condition marked by a pathological deviation from the normal healthy state. A claim for benefits payable pursuant to Illness as herein defined must be supported by a definitive diagnosis by a Physician or Surgeon.

# Injury

shall mean bodily injury caused solely by Accident.

# **Insured Person**

shall mean an individual who is of Competent Age and declared for cover under this policy by the Policyholder.

# **Loss of Fingers or Toes**

shall mean the complete severance of the finger or toe through or above the metacarpophalangeal joint or metatarsophalangeal joint.

# Loss of Hearing

wherever used in this policy shall mean permanent irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1000 Hertz

If c dB = Hearing loss at 2000 Hertz

If d dB = Hearing loss at 4000 Hertz

1/6 of (a+2b+2c+d) is more than 80Db

# Loss of Limb

shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

# Loss of Sight

shall mean the total, absolute and irrecoverable loss of sight.

# Loss of Speech

shall mean the disability in articulating any three of the four sounds which contribute to the speech (i.e. the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds) or total loss of vocal cord or damage of the speech center in the brain resulting in the inability to speak.

# Loss of Use

shall mean permanent limitation in function in relation to the limb or organ following an Injury.

# **Period of Insurance**

shall mean the period for which premium has been paid and where insurance cover is effective. It is the period between the policy inception date (or date of its last reinstatement pursuant to the provisions of this policy, whichever is later) and the expiry date as stated in the Policy Schedule.

# Permanent

shall mean lasting a full period of twelve (12) calendar months from the Date of Loss and at the end of such period being beyond any hope of recovery or improvement.

# **Permanent Total Disablement**

shall mean physical disablement as a result of Injury and commencing within three hundred and sixty-five (365) days from the Date of Loss, an Insured Person is totally, continuously and permanently disabled and prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him/her in his/her daily life had such disablement not occur.

# Physician or Surgeon

shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, ir rendering such treatment, is practicing within the scope of his licensing and training in the geographica area of practice, but excluding doctor, physician or surgeon who is the Insured Person himself.

# Policyholder

shall mean the person or the corporate body as described in the Policy Schedule and to whom this policy has been issued in respect of cover for the Insured Persons declared to CMI.

# **Policy Schedule**

shall mean the document issued together with this policy detailing the particulars of the Policyholder, the Period of Insurance and the Benefits under this policy.

# **Pre-Existing Condition**

shall mean disabilities that existed before the Effective Date of this policy and for which the Insured Person is receiving treatment or has shown manifestations/symptoms irrespective of whether the Insured Person was aware or should have reasonably been aware. Consultation with a Physician for any sign or pain or discomfort shall constitute a manifestation or symptom of a Disability.

# Surgery

shall mean any of the following medical procedures:

- a) To incise, excise or electro cauterize any organ or body part, except for dental services.
- b) To repair, revise, or reconstruct any organ or body part.
- c) To reduce by manipulation a fracture or dislocation.
- d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

# **Terrorist Act**

shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with stated or unstated objectives of pursing economic, ethnic, nationalistic, political, racial or religious interest, whether such interests are declared or otherwise. Robberies or other criminal acts are primarily committed for personal gains and acts arising primarily as a result of prior personal relationship between perpetrator(s) and victim(s) shall not be considered as a Terrorist Act. Terrorist Act shall also include any such act which is verified or recognized by the (relevant) government as an act of terrorism.

# SECTION 3 - ADDITION AND DELETION

It is hereby declared and agreed that any additional employees will be automatically covered by this policy from the first day of employment. No refund will be accorded for any Insured Persons who have left employment.

# SECTION 4 - TERMINATION OF COVERAGE

The insurance coverage provided hereto for each Insured Person shall terminate automatically upon the earlier of either of the following listed events:

- a) when the Insured Person is not of Competent Age;
- b) on the date when the Insured Person ceases to be an employee of the Policyholder whether by cessation of employment, location removal, death or whatever reason;
- c) immediately after an admission of one hundred (100)% liability for a claim of Accidental Death and Disablement:
- d) in the event of fraud involved in the procurement of this insurance or in deriving any benefits from this policy whether committed by the Policyholder or by the Insured Person.

# **SECTION 5- EXCLUSIONS**

This insurance excludes anyone falling within the following events or situations. This exclusion shall not be cancelled by any endorsement, which does not refer to a specific exclusion, in whole or in part. The Insured Person shall, if so required, and as a condition precedent to any liability of CMI, prove that the loss did not in any way arise under or through any of the above excepted circumstance or cause:

- 1. members of the Armed Forces while on duty or while engaging in or taking part in naval, military, or air force service, training exercises or operations or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements;
- 2. Pre-Existing Conditions;
- 3. suicide or intentional self-inflicted injuries or any attempted thereof while sane or insane;
- 4. during air travel (except as a passenger in any properly licensed private and/or commercial aircraft);
- 5. any criminal act or resistance to arrest;
- 6. participation in any illegal activities or violation of a law which carries any penalty of imprisonment;
- 7. treatment of alcoholism, or drug abuse or any other complications arising there from or any drug Accident;
- 8. pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising there from;
- 9. psychosis, mental or nervous disorders or sleep disturbance disorders;
- 10. cosmetic or plastic surgery or any elective surgery;
- 11. any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
- 12. any Congenital Conditions;
- 13. routine health checks, any investigation(s) not directly related to admission diagnosis, illness or injury, or any treatment or
- 14. investigation which is not medically necessary, or convalescence, custodial or rest care;
- 15. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of CMI either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus);
- 16. driving or riding in any kind of race involving motorized vehicles;
- 17. engaging, practicing or participating in a sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport;
- 18. any Disability, unless due to a Terrorist Act, resulting directly or indirectly from, attributed to, or accelerated by :
  - a) the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction, or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; and/or
  - b) the release of pathogenic or poisonous biological or chemical materials.
- 19. death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
- 20. CMI will not pay under any section of this policy where such payment would violate a government prohibition or regulation;
- 21. CMI is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the policy is a citizen or instrumentality of the government of, any country/countries against which any laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer from providing insurance coverage or transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the policy.
  - It is further understood and agreed that no benefits or payments will be made to any beneficiary/beneficiaries who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate holding entity.

# **SECTION 6 - SPECIAL CONDITION**

- 1. The premium due hereunder shall be payable annually. No claim shall be admissible whilst the premiums are in arrears.
- Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render coverage under this policy for the respective Insured Person null and void and the Benefit due hereunder shall be or become forfeited.
- 3. The due observance of this policy shall be binding upon the Policyholder as well as the Insured Person, and shall serve as conditions precedent to the admission of any claim lodged under this policy.

# **SECTION 7 - GENERAL POLICY PROVISIONS**

- ENTIRE CONTRACT-CHANGES IN POLICY: This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance.
- 2. **TIME OF NOTICE OF CLAIM:** Written notice of injury or illness of which claim may be based must be given to CMI within thirty (30) days after the date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to CMI.
- 3. **ALTERATIONS:** CMI reserves the right to amend the terms and provisions of this policy and may at any time be amended and changed by written agreement between CMI and the Policyholder. Any amendment to this policy shall be binding on all persons whether insured under this policy prior to, during, or after the effective date of the amendment. No alteration in this policy shall be valid unless approved by an authorized representative of CMI and such approval be endorsed herein.
- 4. **CURRENCY OF PAYMENT:** All amounts payable either to or by CMI shall be payable in the currency stated on the Schedule of Benefits.
- 5. **MIS-STATEMENT OF AGE AND SEX:** All ages referred to in this policy shall be the age of the Insured Person at his last birthday. Where the age or sex of the Insured Person has been misstated, the following rules shall apply:
  - a) if the premium paid as a result thereof is insufficient, any amount payable subject to the maximum limits provided under this policy shall be prorated based on the correct premium to be charged for the year; and/or
  - b) any excess premium paid as a result thereof, shall be refunded without interest; and/or
  - c) if it is found that the correct age the Insured Person is not insurable under this policy pursuant to CMI's underwriting rules, the Insured Person's coverage shall be void.
- 6. EXPOSURE AND DISAPPEARANCE: When by reason of any accident covered by this policy the Insured Person is exposed to the elements and as the result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of this policy. If the body of the Insured Person has not been found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will presumed that the Insured Person suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking, unless there is evidence to the contrary.
- 7. NOTICE OF CLAIM: Written notice of claim must be given to CMI within thirty (30) days after the Date of Loss/Accident. The Insured Person hereunder shall produce for CMI's examination pertinent documents at such reasonable times and shall co-operate with CMI in all matters pertaining to any claim. Failure to comply with this condition may prejudice the claim. Written notice of claim given by or on behalf of the Insured Person to the local office of CMI or to any authorized official of CMI providing information sufficient to identify the Insured Person shall be deemed notice to CMI.
- 8. **PROOF OF LOSS**: Written proof of loss must be furnished to CMI at its said office within ninety (90) days after 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 one (1) year from the time proof is otherwise required.
- 9. **LIMITATION OF CLAIMS:** No claim benefits shall be payable under this policy if presented to CMI beyond a period of one (1) year from the date of loss.
- 10. **MEDICAL EXAMINATION:** CMI at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
- 11. **RECEIPTS:** CMI shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with the policy and the receipt of the Insured Person for any compensation payable herein shall in all cases be effectual discharge of liability of CMI.
- 12. **RIGHTS OF NOMINEE:** Consent of nominee shall not be a pre-requisite to terminate or to cancel this policy or to a Change of Nominee or for that matter for any changes in this policy.
- 13. **RIGHTS OF OWNERSHIP:** The Policyholder shall have the right to exercise every option, benefit or privilege conferred by the provisions of the policy. Every transaction relating to the policy shall be between CMI and the Policyholder and shall be valid without notice to or with the consent of the Insured Person.

- 14. **LEGAL PROCEEDINGS:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the policy.
- 15. **MIS-REPRESENTATION IN APPLICATION:** The benefits shall not be payable and the policy shall be considered voidable at the option of CMI in the event that (a) there has been a failure to disclose or there has been any misrepresentation of any fact with respect to the Policyholder or Insured Person that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or (b) in all cases of fraud.
- 16. **REINSTATEMENT:** If any premium is in default beyond the Grace Period, the policy may be reinstated with the consent of CMI within ninety (90) days after the due date of the premium in default subject to a written application for reinstatement; or production of evidence of insurability satisfactory to CMI. Benefits will not, however, be payable for any injury or illness which occurs during the interval the policy has lapsed.
- 17. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

# 18. ARBITRATION CLAUSE:

- a) Any dispute, difference or question which may arise at any time hereafter between CMI and the Policyholder and/or Insured Person and/or his/her legal representatives in relation to the true construction of the policy or the rights or liabilities of parties hereto shall be referred to arbitration.
- b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act 1952 of Malaysia or any statutory modification or reenactment thereof for the time being in force.
- 19. **LIMITATION OF TIME OF BRINGING ARBITRATION:** If a claim is made under the policy and is rejected by CMI, the Policyholder or his/her legal personal representatives shall commence arbitration within six (6) months of such rejection, failing which CMI shall be discharged from all liability whatsoever for that claim.
- 20. **CONFORMITY WITH LAW:** Any provision of this policy which, on its Effective Date is in conflict with the Law of the country in which the policy was delivered or issued for delivery is hereby amended to conform to the minimum requirement of such laws.
- 21. CHANGE IN COUNTRY OF RESIDENCE: Coverage of the Insured Persons are subject to their residence in Malaysia. Coverage does not extend to any Insured Persons residing outside of Malaysia unless prior extension of coverage has been accorded by CMI. It is a condition precedent to liability under this policy that in the event of change of Country of Residence, CMI must be informed in writing of any change in the Insured Person's Country of Residence. A change in the Country of Residence shall be deemed to mean the Insured Person is living or is intending to live in another country other than Malaysia in excess of twelve (12) consecutive calendar months. Failure to notify CMI of this change will invalidate the Insurance in respect of that Insured Person with effect from the date he/she leaves Malaysia permanently. CMI reserves the right to continue cover on the prevailing terms and conditions or to decline cover under this policy upon receipt of such information.
- 22. **TO WHOM INDEMNITY IS PAYABLE:** Indemnity for all benefits will be paid to the Policyholder. The process of claim including settlement will be handled directly between CMI and the Policyholder whose sole discharge will constitute full and final discharge of the claim lodged.
- 23. **CANCELLATION:** Either CMI and/or the Policyholder may cancel the policy at any time by tendering at least thirty (30) days written notice to the other, by way of A R registered mail to their last known address as indicated in the CMI's record. The Policyholder shall be entitled to a refund of the premium on a pro-rata basis for the unexpired Period of Insurance which CMI has accepted premium. The cancellation shall be without prejudice to any claim originating prior thereto.
- 24. **ASSIGNMENT:** No assignment of interest under this policy shall be binding upon CMI.
- 25. **RENEWAL:** This policy may be renewed with the consent of CMI from term to term.
- 26. **GRACE PERIOD:** A grace period of thirty (30) days from the policy expiry date shall be allowed for renewal during which period this policy shall remain in force.
- 27. PREMIUM WARRANTY ENDORSEMENT: It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal. If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorized agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the insurer.
- 28. **PLURAL:** Words importing singular meaning, where the context so admits, includes the plural meaning and vice versa
- 29. **CHANGE IN RISK:** The Policyholder shall give immediate notice in writing to CMI of any material change in the nature of business and pay any additional premium that may be required by CMI.

# SECTION 8 - ACCIDENTAL DEATH AND DISABLEMENT

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person dies or suffers from the conditions set out in the Compensation Table provided below, within three hundred and sixty five (365) days from the Date of Loss/Accident, CMI will pay up to the amount specified in the Schedule of Benefit subject to the applicable percentage of payable sum insured as set out in the said Compensation Table.

COMPENSATION TABLE			
No.	CONDITIONS	PERCENTAGE OF SUM INSURED	
1.	Accidental Death	100%	
2.	Permanent Total Disablement	150%	
3.	Permanent and Incurable Paralysis of all limbs	150%	
4.	Permanent Total Loss of Sight of Both Eyes	150%	
5.	Permanent Total Loss of Sight of One Eye	100%	
6.	Permanent Total Loss of Use of Two Limbs	150%	
7.	Permanent Total Loss of Use of One Limb	100%	
8.	Permanent Total Loss of Speech and Hearing	100%	
9.	Permanent Total Loss of Hearing in		
	a) both Ears	75%	
	b) one Ear	25%	
10.	Permanent Total Loss of Speech	50%	
11.	Permanent and Incurable Insanity	100%	
12.	Permanent Total Loss of the Lens of One Eye	50%	
13.	Permanent Total Loss of Four Fingers and Thumb of		
	a) Right Hand	70%	
	b) Left Hand	50%	
14.	Permanent Total Loss of Use of One Thumb		
	a) Both Right Phalanges	30%	
	b) One Right Phalanx	15%	
	c) Both Left Phalanges	20%	
	d) One Left Phalanx	10%	
15.	Permanent Total Loss of Use of Four Fingers of		
	a) Right Hand	40%	
	b) Left Hand	30%	
16.	Permanent Total Loss of Use of Fingers		
	a) Three Right Phalanges	10%	
	b) Two Right Phalanges	7.5%	
	c) One Right Phalanx	5%	
	d) Three Left Phalanges	7.5%	
	e) Two Left Phalanges	5%	
	f) One Left Phalanx	2%	
17.	Permanent Total Loss of Use of Toes		
	a) All of One Foot	15%	
	b) Great, Both Phalanges	5%	
	c) Great, One Phalanx	3%	
	d) other than great toe, each toe (one phalanx or more)	1%	
18.	Fractured Leg and/or Patella with Established Non-Union	10%	
_	•		
18. 19.	Fractured Leg and/or Patella with Established Non-Union Shortening of Leg by at least 5 cm	10% 7.5%	

In the event of any Permanent disablement not otherwise provided for under the Compensation Table, CMI reserve the right to adopt such percentage as in CMI's opinion the percentage of disablement without taking into account the occupation of the Insured Person and which is not inconsistent with the indemnities provided under the Compensation Table.

If the Insured Person is left-handed, the percentage relating to the right arm or right hand shall apply to the left arm or left hand respectively and the percentages relating to the left arm or left hand apply to the right arm or right hand respectively.

When more than one infirmity arises from one accident the percentage are added together but cannot exceed 100% of the Permanent Disablement Indemnity stated in the Schedule of Benefits.

**COMPENSATION LIMIT:** Compensation shall not be payable for more than one of the Conditions 1 to 19 in the Compensation Table in respect of the same Injury. The admission of any one benefit (Conditions 1 to 19 in the Compensation Table) will exhaust that particular benefit coverage for a particular Insured Person. The policy will continue as if that coverage benefit had been cancelled for that Insured Person. Total compensation payable for each Insured Person in one policy year is limited to 100% of the sum insured. Should this 100% limit be reached before the policy term, then coverage for the Insured Person lapses at the moment the last event giving rise to the 100% benefit or that difference making up the balance of the 100% benefit occurs.

# **SECTION 9 - ADDITIONAL BENEFITS**

# 1. ACCIDENTAL DEATH AND DISABLEMENT WHILST OVERSEAS

In the event of Accident occurs out of Malaysia, the Insured Person's benefits payable under Section 8 shall be increased by an additional 25% as stated in the Schedule of Benefits.

# 2. DEATH DUE TO DENGUE FEVER

CMI shall pay this benefit if, during the period of insurance, death of the Insured Person is as a direct result of a covered event of Dengue Fever. Payment for this benefit shall not exceed the limit stated in the Schedule of Benefits. This benefit is only payable if death occurs after thirty (30) days following the policy Effective Date.

Payment of this benefit shall not be taken as admission by CMI for other benefits of this policy.

<u>Special Exclusion:</u> CMI shall not be liable to pay any benefits in the event of the disease being diagnosed within thirty (30) days from the policy Effective Date.

<u>Definition:</u> **DENGUE FEVER** means an acute infectious disease caused by an arbovirus and transmitted to humans by the *Aedes* mosquito.

# 3. ACCIDENTAL MEDICAL REIMBURSEMENT

When by reason of a covered Injury sustained during the Period of Insurance, the Insured Person shall require treatment by a Physician or Surgeon, or the employment of a licensed or graduate nurse, or Confinement in a Hospital, but excluding any dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is directly caused by a covered Accident, CMI will reimburse the actual expense incurred by the Insured Person within fifty-two (52) weeks from the Date of Loss for such medical treatment, Hospital charges and nurses' fees up to the maximum amount as stated in the Schedule of Benefits. All claims must be evidenced and supported by original bill(s) and receipt(s).

# 3[A] Sub - Limit for Chinese Physician/Sinseh/Traditional Medical Practitioner:

When by reason of a covered Accident, the Insured Person suffers an injury which requires treatment by a Sinseh, Chinese Physician or Traditional Medical Practitioner, CMI will reimburse the actual expenses incurred by the Insured Person within 52 weeks from the Date of Loss for such treatment, up to the maximum sub-limit of RM500 as stated in the Schedule of Benefits, provided the Insured Person first consults and obtains from a Physician a report in respect of that Injury.

<u>Definition:</u> SINSEH OR CHINESE PHYSICIAN OR TRADITIONAL MEDICAL PRACTITIONER shall mean any person qualified by degree, education and/or experience in the practice of Chinese or Sinseh or Traditional medicine and who is legally authorized in the geographical area of his / her practice to render those medical services.

# 4. ACCIDENTAL MEDICAL REIMBURSEMENT (INJURY DUE TO SNATCH THEFT)

When by reason of covered Injury sustained during the Period of Insurance due to a covered event of Snatch Theft which is evidenced by a police report, the Insured Person shall require treatment by a Physician or Surgeon, or the employment of a licensed or graduate nurse, or Confinement in a Hospital, but excluding any dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is directly caused by a covered event of Snatch Theft, CMI will reimburse the actual expense incurred by the Insured Person within fifty-two (52) weeks from the date of loss for such medical treatment, Hospital charges and nurses' fees up to the maximum amount as stated in the Schedule of Benefits. All claims must be evidenced and supported by original bill(s) and receipt(s).

# 4[A] Sub - Limit for Chinese Physician/Sinseh/Traditional Medical Practitioner:

When by reason of a covered event of Snatch Theft, the Insured Person suffers an injury which requires treatment by a Sinseh, Chinese Physician or Traditional Medical Practitioner, CMI will reimburse the actual expenses incurred by the Insured Person within 52 weeks from the date of loss for such treatment, up to the maximum sub-limit of RM1,000 as stated in the Schedule of Benefits, provided the Insured Person first consults and obtains from a Physician a report in respect of that Injury.

**SNATCH THEFT** shall mean theft accompanied with the elements of stealth, surprise and force. **THEFT** shall mean the act of dishonestly taking movable property out of the possession of another, without that other person's consent, and with the intention of permanently depriving that other of it. The definition of Theft is synonymous with that described in Section 378 of the Malaysian Penal Code.

Upon payment of the Accidental Medical Reimbursement Benefit (injury due to Snatch Theft) for the covered event of Snatch Theft, no claim shall be made for the benefit provided in Section 9[3] above in respect of the same covered event.

# 5. MEDICAL REPORT FEE

CMI shall pay actual expenses incurred by Insured Person in obtaining a medical report, and subject to the maximum amount stated in Schedule of Benefits. All claims must be evidenced and supported by original bill(s) and receipt(s). This benefit applies only where the medical report is necessitated due to a covered Accident.

# 6. WEEKLY INDEMNITY - FOR SELECTED PLAN 1, 2, 3, 4 AND 9 ONLY

- a) TEMPORARY TOTAL DISABLEMENT: When by reason of Injury and commencing within ninety (90) days after the occurrence of the Accident, the Insured Person is wholly and continuously disabled and prevented from performing each and every duty pertaining to his or her occupation, CMI will pay periodically the Weekly Indemnity stated in the Schedule of Benefit for the period of the Insured Person shall be disabled, for a maximum of fifty two (52) weeks commencing immediately following the elimination period (if any) stated in the Schedule of Benefit as the result of any covered Accident.
- b) TEMPORARY PARTIAL DISABLEMENT: That is, if such injuries shall from the date of accident or immediately following a period of total disability covered under Part (a) continuously disabled and prevented the Insured Person from attending to a substantial part of his usual business or occupation, CMI will pay for the period of such continuous partial disability at the rate of twenty five (25%) percent of the compensation payable in respect of Temporary Total Disablement, the maximum period payable is up to fifty two (52) weeks.

# 7. DAILY HOSPITAL INCOME - FOR SELECTED PLAN 5,6,7,8, AND 10 ONLY

In the event of Hospital Confinement due to a covered Accident and/or covered Illness, CMI shall pay a Daily Hospital Income benefit as stated in the Schedule of Benefits provided such Confinement is for a minimum period of six (6) hours and is upon the recommendation of a Physician or Surgeon. Payment for this benefit shall not exceed one hundred and twenty (120) days of Confinement in a Hospital during the Period of Insurance.

# 8. SURGICAL BENEFIT - FOR SELECTED PLAN 5,6,7,8, AND 10 ONLY

In the event of Injury or Illness sustained during a covered Accident and/or covered Illness which requires Surgery, a surgical benefit shall be paid in an amount equal to the actual charges incurred for the surgeon's fee, anesthetist's fee and operating theatre fee for any surgical operation performed by one or more Physician or Surgeon, including any assisting surgeons, provided however that the maximum benefit for all surgical operations performed inclusive of in-hospital specialist consultation for Any One Disability shall not exceed the

maximum Surgical Benefit shown in the Schedule of Benefit. If two or more surgical procedures are performed through a single incision, reimbursement for expenses for all such procedures shall not exceed the amount for the one surgical procedure performed for which the largest amount is payable. All claims must be evidenced and supported by original bill(s) and receipt(s).

# Special conditions applicable to Sections 9[7] and 9[8] only:

**WAITING PERIOD:** Eligibility for benefits starts thirty (30) days after the Insured Person has been included in the policy, except for a covered Accident occurring after the Effective Date of coverage.

# 9. AMBULANCE FEE

CMI shall pay the actual charges for ambulance services to, from and/or between the Hospitals for a covered Accident. Payment will not be made if the Insured Person is not hospitalized and subject to the limits set forth in the Schedule of Benefits for any one (1) event. All claims must be evidenced and supported by original bill(s) and receipt(s).

# 10. PURCHASE OF PROSTHESIS AND WHEELCHAIR

In the event of the Insured Person suffers Injury due to a covered Accident, CMI shall reimburse the Insured Person up to the maximum sum specified in the Schedule of Benefits for any purchase of prosthesis and wheelchair, recommended by a Physician or Surgeon. All claims must be evidenced and supported by original bill(s) and receipt(s).

# 11. LEGAL EXPENSES

CMI will reimburse up to the amount specified in the Schedule of Benefits for the legal costs and expenses arising as a result of dealing with claims for compensation against a third party causing the Insured Person's death or Permanent Disablement due to a covered Accident. All claims must be evidenced and supported by original bill(s) and receipt(s).

# 12. EMERGENCY EVACUATION AND REPATRIATION

# 12 [A] EMERGENCY EVACUATION

In the event of the Insured Person suffers Injury or Illness due to a covered Accident and/or covered Illness while the Insured Person is traveling outside of Malaysia and if in the opinion of Travel Guard or an authorized representative of Travel Guard, it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person back to Malaysia, CMI shall reimburse for the expenses incurred for arranging the evacuation utilizing the means best suited to do so, based on medical severity of the Insured Person's conditions up to the maximum amount stated in the Schedule of Benefits.

Covered expenses are expenses for the services provided and/or arranged by Travel Guard or an authorized representative of Travel Guard for transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured Person as described herein.

# 12 [B] REPATRIATION EXPENSES

When as the result of Injury or Illness suffered due to a covered Accident and/or covered Illness while the Insured Person is traveling outside of Malaysia, the Insured Person dies within 30 days from the Date of Loss/Accident, CMI shall reimburse the expenses incurred up to maximum limit stated in Schedule of Benefit for making the necessary arrangements for the return of the Insured Person's mortal remains to Malaysia.

In addition to the transportation of the remains, CMI shall reimburse the Insured Person's estate expenses actually incurred, for services and supplies provided by a mortician or undertaker, including but not limited to the cost of casket, the embalming and cremation if so elected up to the limit as stated in the Schedule of Benefits.

# Special exclusion of Emergency Evacuation and Repatriation:

- a) Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled trip.
- a) Any expenses incurred for the transportation of the Insured Person's remains not approved and arranged by Travel Guard, or an authorized representative of Travel Guard, except that this exclusion shall be waived in the event the Insured Person cannot for reasons beyond his/her control notify Travel Guard during an emergency medical situation. In any event, CMI reserves the right to reimburse only for those expenses incurred for services which Travel Guard would have provided under the same circumstances and up to the amount specified in the Schedule of Benefit.

This Emergency Evacuation and Repatriation benefit, whether independently or as a total sum, should not exceed the limit stated in Schedule of Benefits for each Insured Person.

# 13. BEREAVEMENT BENEFIT

When the Insured Person dies from a covered Accident sustained during the Period of Insurance, a Bereavement benefit as stated in the Schedule of Benefits shall become immediately payable to provide the financial relief required in such unexpected events so long as the accidental death is a covered event and upon

receipt of proof of such death.

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, the English version shall prevail.

# **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 Chartis Malaysia Insurance Berhad ("Company") at tel: 1-800-88-8811 or fax: 03-2081 3696 or via e-mail to cmicare@chartisinsurance.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 Chartis Malaysia Insurance Berhad ("Syarikat") di tel: 1-800-88-8811 atau faks: 03-2081 3696 atau e-mel pada cmicare@chartisinsurance.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: 03-2274 5752

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: 03-2274 5752

Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada FMB dengan butirbutir pertikalan, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada FMB 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 FMB. 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 FMB, beliau boleh memilih untuk mengambil tindakan alternatif undangundang. Tidak ada yuran bayaran yang dicaj untuk perkhidmatan FMB.

The address is / Alamat ialah:-

Biro Pengantaraan Kewangan Tingkat 25, Bangunan Sime Bank 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur

Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 03-2698 8044 or fax: 03-2693 4051.

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: 03-2698 8044 atau faks: 03-2693 4051 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 Act, 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, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undangundang hendaklan 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 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 P.O. Box 11768, 50756 Kuala Lumpur or phone: 1-800-88-8811, fax: 03-2081-3696 or e-mail:

cmicare@chartisinsurance.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 REBENAHAN UNTUK MENGGUNAKAN MAKLUMAT PEHIBADI: Mana-mana maklumat peribadi yang dikumpuikan atau dipegang oleh pinak 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 memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pemadanan 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 P.O. Box 11768, 50756 Kuala Lumpur or phone: 1-800-88-8811, fax: 03-2081-3696 or e-mail: cmicare@chartisinsurance.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

CMI V.7/DEC 2009

IMPORTANT NOTICE
Please take note that an Information Sheet is attached to your policy contract for the following products:

Motor Insurance; and Fire Insurance for Residential Properties.

The Information 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 Toll free at 1800 88 8811 (Monday – Friday, 9am – 5pm).

<u>NOTIS PENTING</u> Sila ambil perhatian bahawa sesalinan Helaian Maklumat adalah dilampirkan dengan kontrak polisi anda untuk produk-produk berikut:

Insurans Motor: dan

Insurans Kebakaran untuk Harta Kediaman.

Helaian Maklumat 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 Bebas Tol Perkhidmatan Pelanggan kami di **1800 88 8811** (Isnin – Jumaat, 9pagi – 5petang).



Chartis Malaysia Insurance Berhad (795492-W) Wisma Chartis, No. 99 Jalan Ampang 50450 Kuala Lumpur, Malaysia www.chartisinsurance.com.my