

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



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 Bintang
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,

A handwritten signature in black ink, appearing to read "Matt Harris", with a stylized flourish at the end.

Matt Harris

CEO

AIG Malaysia Insurance Berhad

Group Personal Accident Insurance Policy

GROUP PERSONAL ACCIDENT INSURANCE POLICY

PART 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 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.

PART 2 - DEFINITION

The following words shall carry the meanings defined below:

Accident/Accidental

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

Activities of Daily Living

shall mean the ability to carry out the following activities:

- (a) 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 to maintain personal hygiene.
- (d) Dressing : Putting on and taking off all necessary items of clothing without requiring assistance from another person.
- (e) Bathing/Washing : The ability to take a bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) Eating : Physical ability to eat food and put food into mouth.

AIDS

shall mean 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 the Company either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus).

Benefit(s)

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

Certificate of Insurance (only applicable if a Certificate of Insurance is issued by the Company under this policy)

shall mean a certificate which is issued to the Insured Person after the Insured Person has made payment of applicable premium acting as written proof of insurance coverage provided to the Insured Person under this policy.

Child/Children

shall mean the Insured Person's legal child/children who are between the ages of one (1) and eighteen (18) years, unmarried and are financially dependent on the Insured Person. The upper age limit is extended to twenty three (23) years if such children are registered as a full time student at a recognized educational institution.

CMI

refers to the Chartis Malaysia Insurance Berhad (795492-W) .

Coma

shall mean a profound state of unconsciousness with no reaction or response to external stimuli or internal needs, persisting continuously for at least 96 hours, requiring the use of life support systems and resulting in a neurological deficit. This situation must be diagnosed and treated regularly by a Doctor, Physician or Surgeon. Coma does not include any state of unconsciousness internally induced during the course of a treatment.

Competent Age

refers to the age eligibility of the Insured Person to qualify for cover under this policy, and ranges from sixteen (16) to sixty-five (65) years old.

If the Insured Person is enrolled to study and is studying (during the Period of Insurance) at a registered and accredited Educational Institution on a full time basis, the age eligibility of the Insured Person to qualify for cover ranges from five (5) to forty-five (45) years old.

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.

Congenital Conditions

shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth which shall include hernias of all types and epilepsy except when caused by a trauma which occurred after the date the Insured Person is effectively covered under this policy.

Date of Loss / Accident

shall mean the day when any of the Injury and other covered incident(s) :

- (a) occurs;
- (b) is inflicted to; and/or
- (c) contracted by the Insured Person.

Dengue Fever

shall mean an acute infectious disease caused by an arbovirus and transmitted to humans by the Aedes mosquito.

Disablement

shall mean the conditions which are described in Item 3 to 19 in the Compensation Table provided under Part 3 - Benefits described in Section 1 - Accidental Death and Permanent Disablement of this policy.

Doctor, Physician or Surgeon

shall mean an individual who is registered, licensed and qualified to practice western medicine within the scope of his/her expertise in the geographical area and jurisdiction in where his/her medical services are provided excluding someone who is the Insured Person himself/herself.

Educational Institution

shall mean any pre-school, school, vocational institute, polytechnic, college, university or institute of higher learning which is licensed to provide educational services by trained or qualified teachers.

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 nurse(s);
- (c) is under the supervision of a Doctor, Physician or Surgeon; and
- (d) is not primarily a clinic; a rehabilitation place for alcoholics or drug addicts; a nursing, rest or convalescent home; a home for the aged; or similar establishment.

Hospitalization/Hospitalized

shall mean admission to a Hospital as a registered in-patient for Medically Necessary treatments for a minimum period of six (6) hours upon the recommendation of a Doctor, Physician or Surgeon. For the avoidance of doubt, Hospitalization shall be evidenced by daily boarding charges imposed by a Hospital.

Injury

shall mean bodily injury sustained by the Insured Person during the Period of Insurance caused solely and directly by an 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.

Medically Necessary

shall mean a medical service which is:

- (a) consistent with the diagnosis and customary medical treatment for a covered disability;
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
- (c) not for the convenience of the Insured Person or the Doctor, Physician or Surgeon, and unable to be rendered out of hospital (if admitted as an inpatient);
- (d) not of an experimental, investigational or research nature, preventive or screening nature;
- (e) for which the charges are fair and reasonable and customary for the disability.

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 a physical condition of the human body which lasts for a full period of one hundred and eighty (180) days commencing from the Date of Loss/Accident, which at the end of such period is concluded to be beyond any hope of recovery or improvement.

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 the insured person has reasonable knowledge of before the Effective Date. An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- (a) the Insured Person had received or is receiving treatment;
- (b) medical advice, diagnosis, care or treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

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.

Sickness

shall mean a physical condition marked by a pathological deviation from the normal healthy state for which it is Medically Necessary to seek treatment.

Snatch Theft

shall mean theft or attempted 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 person of it. The definition of Theft is synonymous with that described in Section 378 of the Malaysian Penal Code.

Total Disablement

shall mean Permanent physical disablement as a result of Injury caused by a covered Accident which lasts for at least one hundred and eighty (180) days from the Date of Loss/Accident causing the Insured Person unable to perform three (3) or more Activities of Daily Living which could normally be carried out by him/her in his/her daily life had such disablement not occurred.

PART 3 - BENEFITS

The type of Benefits provided by this policy is described below. The Benefits listed below are only applicable if specified in the Schedule of Benefit.

Section 1 - Accidental Death and Permanent 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	100%
3.	Permanent and Incurable Paralysis of all limbs	100%
4.	Permanent Loss of Sight of Both Eyes	100%
5.	Permanent Loss of Sight of One Eye	100%
6.	Loss of Two Limbs or Permanent Loss of Use of Two Limbs	100%
7.	Loss of One Limb or Permanent Loss of Use of One Limb	100%
8.	Permanent Loss of Speech and Hearing	100%
9.	Permanent Loss of Hearing in	
	a) both Ears	75%
	b) one Ear	25%
10.	Permanent Loss of Speech	50%
11.	Permanent and Incurable Insanity	100%
12.	Permanent Loss of the Lens of One Eye	50%
13.	Loss of Fingers or Permanent Loss of Use of Fingers of	
	a) Right Hand (all fingers)	70%
	b) Left Hand (all fingers)	50%
14.	Loss of One Thumb or Permanent 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.	Loss of Fingers or Permanent Loss of Use of Fingers of	
	a) Right Hand (four fingers)	40%
	b) Left Hand (four fingers)	30%
16.	Loss of Fingers or Permanent 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.	Loss of Toes or Permanent 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%
19.	Shortening of Leg by at least 5 cm	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 percentages are added together but cannot exceed 100% of the Accidental Death and 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 2 - Accidental Medical Reimbursement

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person sustains Injury and shall require treatment by a Doctor, Physician or Surgeon, or the service of a licensed or graduate nurse, or Hospitalization, excluding any dental treatment unless such treatment 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/Accident for such medical treatment, Hospital charges and nurses' fees up to the amount specified in the Schedule of Benefit. In the event the Insured Person, as the case maybe, also receives reimbursement in whole or in part for such expenses from any other source (s), this policy will be liable only for the amount in excess of that amount payable by such other source(s). All claims must be evidenced and supported by original bill(s) and receipt(s).

Section 3 - Weekly Indemnity

- (a) TEMPORARY TOTAL DISABLEMENT: When as a result of a covered Accident during the Period of Insurance, an Insured Person sustains 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 a weekly lump sum amount as specified in the Schedule of Benefit for the period 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 Loss/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 fifty (50%) percent of the compensation payable in respect of Temporary Total Disablement, for a maximum of fifty two (52) weeks.

Section 4 - Daily Hospital Income

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person is Hospitalized, CMI will pay a daily amount as specified in the Schedule of Benefit provided such Hospitalization is upon the requirement of the attending Doctor, Physician or Surgeon. Payment for such benefit shall not exceed an aggregate total of one hundred and twenty (120) days as the result of one covered Accident.

Section 5 - Double Indemnity for Accidental Death on Public Conveyance

When, as the result of a covered Accident whilst riding as a passenger on a Common Carrier or in a lift, occurring during the Period of Insurance, an Insured Person dies within three hundred sixty five (365) days from the Date of Loss/Accident, CMI will pay an additional 100% of the Accidental Death benefit payable under Section 1.

Section 6 - Funeral Expenses

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person dies within three hundred and sixty five (365) days from the Date of Loss/Accident, CMI will pay the amount specified in the Schedule of Benefit to provide the financial relief in such unexpected events.

Section 7 - Repatriation of Mortal Remains

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person dies within three hundred and sixty five (365) days from the Date of Loss/Accident, CMI will reimburse the actual expenses incurred for:

- (a) the necessary arrangements made to transport the Insured Person's mortal remains to his or her place of stay or residence;
 - (b) the services and supplies provided by a mortician or undertaker including but not limited to the standard cost of a casket, embalming and/or cremation, if applicable;
- up to the amount specified in the Schedule of Benefit.

Section 8 - Snatch Theft Compensation

When, as the result of a Snatch Theft occurring during the Period of Insurance to the Insured Person, CMI will pay the amount specified in the Schedule of Benefit, provided that such incident is reported to the police and any claim must be accompanied by written documentation issued by the police authority.

Section 9 - Dengue Recuperation

When, as the result of Dengue Fever sustained during the Period of Insurance, an Insured Person is Hospitalized, CMI will pay the amount specified in the Schedule of Benefit provided such Hospitalization is upon the requirement of the attending Doctor, Physician or Surgeon. All claims must be evidenced and supported by a medical report and proof of Hospitalization.

Section 10 - Rape Trauma Compensation

When, as the result of rape occurring during the Period of Insurance to the Insured Person, CMI will pay the amount specified in the Schedule of Benefit to provide the financial relief in getting the necessary post-trauma counseling and related treatment. A medical report from the attending Doctor, Physician or Surgeon and a copy of the police report lodged will be required to claim this benefit.

Section 11 - Mobility Expenses

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person suffers from Permanent Total Disablement causing the Insured Person to require the use of:

- a) a wheelchair; and/or
- b) a motor vehicle with the controls suitably adjusted; and/or
- c) a lift, necessary ramps, railings and holds to his or her usual place of residence;

CMI will reimburse the actual expense of such equipment and the installation thereof incurred by the Insured Person up to the amount specified in the Schedule of Benefit.

Section 12 - Coma Recuperation

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person suffers from Coma, CMI will pay the amount as specified in the Schedule of Benefit. All claims must be evidenced and supported by a medical report.

Section 13 - Ambulance Fee

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person is Hospitalized or discharged from a Hospital and requires the use of ambulance services for the purpose of transportation to, from or between Hospitals, CMI will reimburse the actual expense incurred by the Insured Person up to the amount specified in the Schedule of Benefit. All claims must be evidenced and supported by original bill(s) and receipt(s).

Section 14 - Accidental Burns

When, as the result of a covered Accident occurring during the Period of Insurance, an Insured Person suffers from burns set out in the Compensation Table provided below, 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		
AREA	BURNS (DAMAGE AS A % OF TOTAL BODY SURFACE AREA)	% OF SUM INSURED
Head	Equals to or greater than 2% but less than 5%	50%
	Equals to or greater than 5% but less than 8%	75%
	Equals to or greater than 8%	100%
Body	Equals to or greater than 10% but less than 15%	50%
	Equals to or greater than 15% but less than 20%	75%
	Equals to or greater than 20%	100%

When more than one infirmity arises from one Accident, the percentages are added together but cannot exceed 100% of the Accidental Burns indemnity specified in the Schedule of Benefit.

Section 15 - Corporate Events Cover For Family

Coverage under the Accidental Death & Disablement and Accidental Medical Reimbursement benefits are extended to the Insured Person's legal spouse and Children during any event organized by the Policyholder for the welfare of the Insured Person. The maximum period of coverage per event is five (5) days and the sum insured is as stated below:

No.	Benefits	Sum Insured(RM)
1	Accidental Death & Disablement	10% of Insured Person's Sum Insured up to a maximum of RM 30,000
2	Accidental Medical Reimbursement	100% of Insured Person's Sum Insured up to a maximum of RM 2,000

PART 4 - ADDITION AND DELETION

It is hereby declared and agreed that any additional Insured Person will be automatically covered by this policy from the first day of qualification for coverage. No refund will be accorded for any Insured Person who ceases to be qualified for coverage under this policy.

PART 5 - 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) 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;
- (b) immediately after an admission of one hundred (100)% liability for a claim of Accidental Death and Permanent Disablement;

- (c) any premium due which remains unpaid by the Policyholder after the due date;
- (d) when the Insured Person is not of Competent Age;
- (e) on the date when the Insured Person ceases to be qualified for coverage under this policy;
- (f) upon the expiry of coverage.

PART 6 - EXCLUSIONS

This insurance excludes anyone falling within the following events or situations. 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 exclusion set out below:

1. Any Pre-Existing Conditions.
 2. Any Congenital Conditions.
 3. Suicide or intentional self-inflicted injuries or any attempted act in connection thereof whether sane or insane.
 4. Air travel other than as a paying passenger in any properly licensed private and/or commercial aircraft having a current and valid air worthiness certificate issued by the appropriate authority of the country of its registry.
 5. Violation of a law which carries a penalty of imprisonment.
 6. CMI will not pay under any section of this policy where such payment would violate a government prohibition or regulation or any written laws in Malaysia.
 7. members of the armed forces while on duty or while engaging in or taking part in naval, military or air force services, training exercise or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
 8. Any act of 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.
 9. Driving or riding in any kind of race, competition or contest whether casual or otherwise involving motorized land, water or air vehicles including any related activities.
 10. Engaging, practicing or participating in a sport in a professional capacity or when the Insured Person would or could earn income or remuneration from engaging in such sport.
 11. Alcoholism, drug abuse or any other complications arising therefrom.
 12. Psychotic, mental and nervous disorders (including any neuroses and their physiological or psychosomatic manifestations).
 13. Pregnancy, miscarriage or childbirth, or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom.
 14. Cosmetic or plastic surgery or any elective surgery.
 15. Any form of dental care or surgery unless necessitated by Injury caused by an Accident to sound and natural teeth.
 16. Routine health checks, any investigation(s) not directly related to admission diagnosis, illness or injury, or any treatment.
 17. Investigation which is not Medically Necessary, convalescence, custodial or rest cure.
 18. 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 the CMI either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus).
 19. 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.

PART 7 - GENERAL POLICY PROVISIONS

1. **ALTERATIONS:** CMI reserves the right to amend the terms and provisions of this policy and this policy may at any time be amended and changed by written agreement between CMI and the Policyholder. Any amendment made 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 duly endorsed herein.
2. **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:
 - i) 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
 - ii) any excess premium paid as a result thereof, shall be refunded without interest; and/or
 - iii) 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.

3. **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:
 - i) 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
 - ii) in all cases of fraud.
4. **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.
5. **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.
6. **RIGHTS OF NOMINEE:** Nominee(s) do not have any right to terminate or cancel this policy or change nominee(s) or for that matter effect any change to this policy.
7. **ASSIGNMENT:** No assignment of interest under this policy shall be binding upon CMI.
8. **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 loss and/or claims. 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.
9. **PROOF OF LOSS:** Written proof of loss, including but not limited to medical reports, original receipts, police report, original cash withdrawal receipt and such other proof as required to support the nature of the claim, must be furnished to CMI within ninety (90) days after the Date of Loss/Accident. 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.
10. **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/Accident.
11. **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 laws.
12. **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.
13. **CURRENCY OF PAYMENT:** All amounts payable either to or by CMI shall be payable in the currency stated on the Schedule of Benefits.
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. **ARBITRATION CLAUSE:**
 - i) 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 construction of the policy or the rights or liabilities of parties hereto shall be resolved by arbitration.
 - ii) The arbitration shall be heard by a single arbitrator who shall be appointed by the parties hereto within fourteen (14) days from the commencement of the arbitration proceeding. In default of an 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 effected hereinafter.
16. **LIMITATION OF TIME OF BRINGING ARBITRATION:** If a claim is made under the policy and is rejected by CMI, the Insured Person or his/her legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which CMI shall be discharged from all liability whatsoever for that claim.
17. **SUBROGATION:** CMI shall at any time be entitled to undertake in the name of and on behalf of the Policyholder and/or Insured Person the absolute conduct, control, defence and/or settlement of any proceedings, and at any time to take proceedings at its own expense and for its own behalf, but in the name of the Policyholder

and/or Insured Person, to cover compensation or secure indemnity from any third party in respect of anything covered by this insurance. The Policyholder and/or Insured Person must cooperate fully with CMI to this end and do nothing to prejudice CMI's rights.

18. **RIGHT OF RECOVERY:** In the event authorisation of payment and/or payment is made by CMI for a medical claim whereby this policy is not engaged, CMI reserves the right to recover against the Policyholder for the full sum which CMI is liable to the medical institution which the Insured Person was admitted to.
19. **MAXIMUM INSURANCE COVER:** An Insured Person is limited to only one (1) insurance cover under this policy. For whatsoever reason, if there is more than one (1) insurance cover purchased or issued per Insured Person under this policy, only that insurance cover carrying the highest coverage value will be honored.
20. **EXPOSURE AND DISAPPEARANCE:** If as a result of a covered Accident during the Period of Insurance, the Insured Person is inevitably exposed to forces of nature and/or weather elements which causes Injury, such Injury shall be covered by this policy. Furthermore, an Insured Person shall be deemed dead for purposes of this policy if his/her body is not found for more than one (1) year as a result of sinking and/or wreck of public conveyance in which the Insured Person was a passenger and onboard at the time of the Accident. In the event the Insured Person is found to be alive after the benefit(s) under this policy has/have been claimed by the Policyholder, any sum of monies so paid by CMI shall be refunded to CMI by the Policyholder forthwith upon written notice for such refund, failing which, such sum shall be a recoverable debt by CMI.
21. **RENEWAL:** This policy may be renewed with the consent of CMI from term to term.
22. **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.
23. **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 policy expiry date subject to a written application for reinstatement; or production of evidence of insurability satisfactory to CMI. Benefits will not, however, be payable for any covered incidents which occurs during the interval when the policy has lapsed.
24. **CANCELLATION:** Either CMI and/or the Policyholder may cancel this 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 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.

In the event individual Certificate of Insurance have been issued to the Insured Person, cancellation of this policy by CMI or Policyholder shall not affect the pendance of coverage for any Insured Person and their respective coverage will continue for the duration expressed in the Certificate of Insurance. As such, cancellation of this policy by the Policyholder does not warrant any refund of premium.
25. **PREMIUM WARRANTY ENDORSEMENT:** It is a fundamental and absolute condition of this contract of insurance that the premium due must be paid and received by CMI 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 CMI 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 CMI, the payment shall be deemed to be received by CMI 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 CMI.
26. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.
27. **CONFORMITY WITH LAW:** Any provision of this policy which, on its Effective Date is in conflict with the written laws and/or directives issued by any regulatory bodies of the country in which this policy was delivered or issued is hereby amended to conform to the minimum requirement of such laws and/or directives.
28. **GOVERNING LAW:** This policy shall be governed by and interpreted in accordance with Malaysia Law.
29. **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.
30. **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.

DISCLOSURE & POLICY STATEMENT

KETERANGAN & KENYATAAN POLISI

1. 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:-
- a) 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 memanjatkan kepada Pegawai Khidmat Pelanggan.

- b) 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 butir-butir pertikaian, 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 undang-undang. Tidak ada yuran bayaran yang dcaj untuk perkhidmatan FMB.

The address is / Alamat ialah:-

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

- c) 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

2. 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 undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.

3. 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.

4. **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 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 pepadanan 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

IMPORTANT NOTICE

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

- i) Motor Insurance; and
- ii) 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).

NOTIS PENTING

Sila ambil perhatian bahawa sesalanan Helaian Maklumat adalah dilampirkan dengan kontrak polisi anda untuk produk-produk berikut:

- i) Insurans Motor; dan
- ii) 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
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