

**Axxess COVID-19 Care****PART I****DEFINITIONS**

In this Policy, unless the context otherwise requires:

1. COMPANY, WE, OUR or US shall mean the AIA General Berhad.
2. THE POLICYHOLDER shall mean the person or the entity effecting this Policy as indicated in the POLICY INFORMATION PAGE
3. POLICY INFORMATION PAGE means the document issued in favour of the POLICYHOLDER after payment of the applicable premium has been made, which payment shall be deemed proof of the insurance cover provided to the INSURED PERSON under this Policy.
4. INSURED PERSON shall mean the person(s) covered described in the CERTIFICATE OF INSURANCE whom must be a Malaysian or a foreigner legally residing in Malaysia, aged between thirty (30) days to sixty-five (65) years who has/have successfully applied for this insurance.
5. ACCIDENT shall mean an unforeseen and involuntary event which causes an ACCIDENTAL BODILY INJURY.
6. ACCIDENTAL BODILY INJURY means a bodily injury occurring during the PERIOD OF COVERAGE which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement. This is extended to bodily injury as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, (unless this is the direct result of an ACCIDENTAL BODILY INJURY) naturally occurring condition or degenerative process or the result of any gradually operating cause.
7. PRE-EXISTING CONDITION with reference to an INSURED PERSON's insurance of this Policy shall mean any illness or condition occurring before the effectiveness or the last reinstatement of his/her cover, whichever is later. For this purpose, an illness or condition has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which would cause an ordinary prudent person to seek diagnosis, care or treatment.
8. REGISTERED MEDICAL PRACTITIONER shall mean any person qualified by degree in western medicine who has registered with the government of the geographical area of his/her practice to render medical or surgical services, but other than the INSURED PERSON, an agent, or business partner(s), employer/employee of the INSURED PERSON, or a member of the INSURED PERSON's immediate family or related in similar fashion to the INSURED PERSON's spouse.
9. HOSPITAL shall mean only an institution licensed as a HOSPITAL and operates pursuant to law for the care and treatment of sick and injured persons as registered bed patients, with facilities for diagnosis and major surgery, which is under the supervision of one (1) or more REGISTERED MEDICAL PRACTITIONERS and which has 24-hour a day professional nursing service. "HOSPITAL" does not include any institution or that portion of any institution which is operated as a convalescent or nursing home, rest home, home for the aged, a place for alcoholics or drug addicts or for any similar purpose.
10. HAZARDOUS ACTIVITY refers to mountaineering or abseiling necessitating the use of ropes and other climbing equipment, offshore activities beyond five (5) kilometers off any coastline and including rafting or canoeing involving white water rapids, bungee jumping, flying or other aerial activities (unless as a fare-paying passenger in a fully licensed aircraft), underwater activities involving the use of any artificial breathing apparatus to a depth of more than eighteen (18) metres, horseback polo playing, steeple chasing, any form of martial arts, racing (other than on foot or swimming) or trial of speed or reliability, ski-jumping, ski-bob racing, freestyle skiing including the use of bob sleighs, professional sporting activities and competitions of any kind, any organised sporting holiday and any other activities that require a degree of skill.
11. CONFINEMENT shall mean admission in a HOSPITAL for a minimum period of six (6) hours upon the recommendation of a REGISTERED MEDICAL PRACTITIONERS and continuously stay in a HOSPITAL



- prior to the INSURED PERSON's discharge. CONFINEMENT shall be evidenced by HOSPITAL admission certificate.
12. ENDORSEMENT means a written alteration to the terms, conditions and limitations of this Policy.
  13. PREMIUM means any amount the COMPANY requires YOU to pay under the Policy and it is exclusive of any TAX.
  14. TAX is defined as any present or future, direct or indirect, tax including sales tax, service tax, any other tax of similar nature, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof imposed by the Government of Malaysia.
  15. AIRWORTHINESS CERTIFICATE is defined as an 'N' Standard of 'NC' Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States of America, or any equivalent certificate issued by the jurisdictional agency or authority of the recognized government of any nation anywhere in the world.
  16. "YOU" or "YOUR" shall mean the POLICYHOLDER of this Policy.
  17. ENTITY means any individual, body, organisation, institution, establishment, operation that is:-
    - (a) sanctioned, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations ("Sanctioned Entity"); or
    - (b) employed, employs, trades, or conducts business with a Sanctioned Entity in any manner whatsoever.
  18. CLOSE ASSOCIATE means any individual closely connected to the ENTITY, either socially or professionally.
  19. RELATIVE means spouse, partner, sibling, child, parent or parent of the spouse or partner of the ENTITY. Sibling, child, parent or parent of the spouse or partner includes both biological and non-biological relationship.
  20. CERTIFICATE OF INSURANCE shall detail the INSURED PERSON's details, sum insured and PERIOD OF COVERAGE.
  21. PERIOD OF COVERAGE is the time period the INSURED PERSON is given coverage as stated in the CERTIFICATE OF INSURANCE.
  22. WAITING PERIOD shall mean the first three (3) days from the effective date of the CERTIFICATE OF INSURANCE and is applied only when the person is first covered.
  23. COVID-19 shall mean 2019 Novel Coronavirus or subsequent iteration by World Health Organization (WHO).
  24. QUARANTINE FACILITIES shall mean only a centre designated by Ministry of Health (MOH) for individuals who diagnosed with COVID-19 in Malaysia with laboratory confirmation of infection and required quarantine.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

**PART II****DATA REQUIRED**

The POLICYHOLDER shall maintain a record with respect to each INSURED PERSON under this Policy, showing the INSURED PERSON's name, sex, age or date of birth, amount of insurance, the date insurance become effective, the date insurance terminated, changes, with dates noted, of classification, amount of insurance, beneficiary designation and other pertinent information as may be necessary to carry out the terms



of this Policy.

The POLICYHOLDER shall furnish the COMPANY with all information and proofs which the COMPANY may reasonably require with regard to any matters pertaining to this Policy. All documents furnished to the POLICYHOLDER by any INSURED PERSON in connection with the insurance, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the COMPANY at all reasonable times.

### **PART III INSURING AMOUNT AND BENEFITS**

While this Policy is in force, the COMPANY shall provide the INSURED PERSON the benefits of Part III of this Policy as shown in the Schedule of Benefits below according to the plan specified in the CERTIFICATE OF INSURANCE, subject to the provisions, conditions and limitations of this Policy.

#### **SCHEDULE OF BENEFITS**

<b>No.</b>	<b>Benefits</b>	<b>Amount of Cover (RM)</b>
1	Death & Permanent Disablement due to Accident	5,000
2	Cash Assistance upon INSURED PERSON tested positive for Covid-19 while in Malaysia	100

#### **DESCRIPTION OF BENEFITS**

##### **SECTION 1: DEATH AND PERMANENT DISABLEMENT DUE TO ACCIDENT**

When the INSURED PERSON shall sustain ACCIDENTAL BODILY INJURY effected directly and independently of all other causes by ACCIDENT (hereinafter referred to as "injury"), which results in loss of life of the INSURED PERSON within three hundred and sixty-five (365) days after the date of the ACCIDENT, the COMPANY will pay the amount stated in the CERTIFICATE OF INSURANCE.

If a claim is paid under this Section, no other benefits under Section 2 shall be payable.

The proof of claim is to be submitted to the COMPANY and shall include death certificate.

The COMPANY shall not be liable for claims directly or indirectly caused by or which results from WAITING PERIOD and/or PRE-EXISTING CONDITIONS.

##### **SECTION 2: CASH ASSISTANCE UPON TESTED POSITIVE FOR COVID-19 WHILE IN MALAYSIA**

If the INSURED PERSON has been diagnosed in Malaysia as a person with laboratory confirmation of infection with the COVID-19, the COMPANY will pay the amount stated in the CERTIFICATE OF INSURANCE.

The maximum number of claim payable under this benefit is up to one (1) claim for each INSURED PERSON during the PERIOD OF COVERAGE.

The proof of claim is to be submitted to the COMPANY and shall include the COVID-19 specific tests.

The COMPANY shall not be liable for claims directly or indirectly caused by or which results from WAITING PERIOD and/or PRE-EXISTING CONDITIONS.

#### **SPECIFIC CONDITIONS APPLICABLE TO SECTION 2 FOR COVID-19 BENEFITS**

1. INSURED PERSON must be diagnosed with COVID-19 by any of the HOSPITALS identified by the Ministry of Health.
2. Exclusion for INSURED PERSON with pre-existing COVID-19 diagnosis and/or pending COVID-19 test results when the PERIOD OF COVERAGE commences.



3. INSURED PERSON is entitled to claim if the COVID-19 tests conducted within the PERIOD OF COVERAGE that lead to positive diagnosis result regardless of the result's release date provided a proof of test date is submitted for claim.
4. INSURED PERSON who purchase more than one policy are only entitled to claim once.

#### **PART IV EXCLUSIONS (APPLICABLE TO PART III SECTION 1)**

The Policy shall not cover any event caused directly or indirectly, wholly or partly by any of the following occurrences:

1. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
2. any kind of disease or sickness, any gradually operating cause, naturally occurring or degenerative process;
3. any injury which shall result in hernia;
4. suicide or self-destruction or any attempt thereat or self-inflicted injury while sane or insane;
5. war, declared or undeclared; invasion, act of foreign enemy hostilities or warlike operations, mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of emergency, or any of the causes which determine the proclamation or maintenance of martial law or state of emergency, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
6. violation or attempt of violation of the law or resistance to arrest;
7. an INSURED PERSON is serving in the Armed Forces of any country or international authority, whether in peace or war (in such an event the COMPANY, upon application of the INSURED PERSON, shall return the pro-rata PREMIUM for any such period of services);
8. pregnancy, childbirth or miscarriage, or any complications therefrom;
9. the INSURED PERSON engaging in a sport in a professional capacity or where an Assured would or could earn income or remuneration from engaging in such sport;
10. mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising therefrom or any drug ACCIDENT;
11. any PRE-EXISTING CONDITION;
12. any congenital anomalies and conditions arising out of or resulting therefrom;
13. Acquired Immunodeficiency Syndrome (AIDS) or any complications associated with infection by any Human Immunodeficiency Virus (HIV) (For the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organisation 1987, or any subsequent revision by the World Health Organisation, or any subsequent revision by the World Health Organisation 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 Immunodeficiency Virus, Antigens or Antibodies to such a Virus);
14. entering, operating, or servicing, riding in or on, ascending or descending from or with any aerial device or conveyance as an pilot/operator or crew member, except while an INSURED PERSON is riding solely as a passenger in an aircraft operated by i) a commercial passenger airline on a regular schedule passenger trip over its established passenger route, ii) any aircraft having a current and valid AIRWORTHINESS CERTIFICATE and iii) any transport type aircraft operated by the Military Air Transport Service (MATS) of United States of America or by the similar authority of the recognized government of any nation anywhere in the world;



15. racing of any kind;
16. medical or surgical treatment;
17. dental treatment (except as necessitated by ACCIDENTAL BODILY INJURY for extraction of sound and natural teeth); or
18. engaging in any HAZARDOUS ACTIVITY.

**PART V****GENERAL PROVISIONS****1. THE CONTRACT :**

This Policy is issued in consideration of the payment of PREMIUM as specified in the Policy and pursuant to the answers given in YOUR proposal form (or when YOU applied for this insurance) and any other disclosures made by YOU between the time of submission of YOUR proposal form (or when YOU applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by YOU shall form part of this contract of insurance between YOU and the COMPANY. However, in the event of any pre-contractual misrepresentation made in relation to YOUR answers or in any disclosures given by YOU, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between YOU and the COMPANY.

This Policy sets out what YOU are insured for as shown on the Policy and the circumstances where YOU are covered and not covered.

Some words and expressions have been printed out in capital letters because they have been given specific meaning in the Policy. YOU will find their meaning in the Definition.

**2. PAYMENT OF PREMIUM**

INSURED PERSON must pay the PREMIUM before the PERIOD OF COVERAGE under the CERTIFICATE OF INSURANCE is effective.

POLICYHOLDER shall pay PREMIUM to the COMPANY as required under the PREMIUM WARRANTY clause.

**3. MODIFICATIONS :**

No change in this Policy shall be valid unless approved by US and evidenced by ENDORSEMENT.

**4. PREMIUM WARRANTY:**

It is a fundamental absolute special condition of this Policy that the premium due must be paid by the POLICYHOLDER and received by the COMPANY within sixty (60) days from the inception date of this Policy.

If this condition is not complied with then this contract is automatically cancelled and the COMPANY 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 authorised agent or intermediary of the insurer, the payment shall be deemed to be received by the COMPANY for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent or intermediary, who was not authorised to receive such premium shall lie on the COMPANY.

**5 RENEWAL :**

This Policy is non-renewable.

**Consumer Insurance Contract**

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if YOU are applying for this Insurance wholly for purposes unrelated to YOUR trade, business or profession, YOU have a duty to take reasonable care not to make a misrepresentation when confirming or amending any information previously disclosed. If YOU are unsure whether a change will affect YOUR Policy cover, please ask the COMPANY.

Failure to take reasonable care in confirming or amending any information previously disclosed may result in avoidance of YOUR contract of insurance, refusal or reduction of YOUR claim(s), change of terms or termination of YOUR contract of insurance.

The above duty of disclosure shall continue until the time YOUR contract is entered into, varied or renewed with the COMPANY.

In addition to confirming or amending any information previously disclosed, YOU are required to disclose any other matter that YOU know to be relevant to the COMPANY's decision in accepting the risks and determining the rates and terms to be applied.

YOU also have a duty to tell the COMPANY immediately if at any time after YOUR contract of insurance has been entered into, varied or renewed with the COMPANY any of the information contained in the renewal notice and/or YOUR previous proposal form is inaccurate or has changed.

**6. CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT :**

- a) Written notice of any event likely to give rise to a claim should be submitted to the COMPANY as soon as reasonably possible and in any case not later than 30 days of the ACCIDENT causing such ACCIDENTAL BODILY INJURY.
- b) YOU shall procure and act upon medical or surgical advice as soon as practicable.
- c) YOU may be required, at the COMPANY expense to undergo further medical examination.
- d) The COMPANY will only pay the benefits if any medical certificates and other evidence which the COMPANY may require are provided on request at YOUR expenses.
- e) Proof of loss must be furnished to the COMPANY at the COMPANY's home office within ninety (90) days after the date of such loss.
- f) On payment of the benefits, for which once YOU give the COMPANY a receipt or discharge, the COMPANY liability in that respect will reduce by the sum paid or cease if full benefits have been paid.
- g) The COMPANY reserves the right to repudiate a claim where the COMPANY is reasonably not satisfied with the evidence available to validate either:
  - i. YOUR identity or
  - ii. The circumstance of the loss.
- h) In the event of ACCIDENTAL BODILY INJURY resulting in death, the COMPANY shall be entitled to have a post-mortem examination at the COMPANY's expenses.

**7. MEDICAL EXAMINATION :**

The COMPANY shall have the right and authority to examine an INSURED PERSON when and as often as it may reasonably require during the pendency of a claim hereunder and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

**8. IMMEDIATE PAYMENT OF INDEMNITIES :**

All indemnities provided in this Policy for loss other than that on account of disability shall be paid  
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immediately after receipt and approval of due proof of loss.

9. **TO WHOM INDEMNITIES PAYABLE :**

Indemnity for loss of life of the INSURED PERSON is payable to the Nominee if surviving the INSURED PERSON, otherwise to the Estate of the INSURED PERSON. All other indemnities of this insurance are payable to the INSURED PERSON.

10. **RIGHT OF NOMINEE :**

Consent of the Nominee shall not be required to surrender or assign this insurance cover, or to change of Nominee, or to any other changes in this Policy, unless the said Nominee is a Trustee or where a Trustee has been appointed, in which event the written consent of the Trustee shall be required. No change of any Nominee under this Policy shall bind the COMPANY, unless consent thereto is formally endorsed hereon subject to clause 3 of Part V of this Policy.

11. **LIMITATION OF TIME FOR BRINGING SUIT :**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this Policy. No such action shall be brought after the expiration of six (6) years after the time written proof of loss is required to be furnished.

12. **CONFORMITY WITH LAW :**

Any provision of the Policy, which on its Policy 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 the minimum requirements of such laws.

13. **CHANGE OF OCCUPATION :**

If an INSURED PERSON suffers ACCIDENTAL BODILY INJURY after having changed his/her occupation to one classified by the COMPANY as more hazardous than that stated in the application/enrolment form or subsequent ENDORSEMENT to this Policy or while doing for compensation anything pertaining to an occupation so classified, the COMPANY shall pay only such portion of the indemnities provided in this Policy as the PREMIUM paid would have purchased at the rates and within the limits fixed by the COMPANY for such more hazardous occupation.

If an INSURED PERSON changes his/her occupation to one classified by the COMPANY as less hazardous than that stated in the application/enrolment form or subsequent ENDORSEMENT to this Policy, the COMPANY, upon receipt of proof of such change of occupation, shall reduce the PREMIUM rate accordingly, and shall return the excess pro rata unearned PREMIUM from the date of change of occupation or from the Policy anniversary date immediately preceding receipt of such proof, whichever is the more recent.

If the change of occupation is to one which is classified by the COMPANY as not insurable, the COMPANY shall not be liable to cover any loss sustained pertaining to that occupation under this Policy.

In applying this provision, the classification of occupational risk and the PREMIUM rates shall be such as have been last promulgated by the COMPANY prior to the occurrence of the loss for which the COMPANY is liable, or prior to the date of proof of change in occupation.

14. **TERMINATION OF INSURANCE :**

The insurance of an INSURED PERSON shall automatically terminate on the earliest of the following dates:

- a) The date the Policy is terminated;
- b) The date the CERTIFICATE OF INSURANCE is terminated; or
- c) The date claim is made on Benefit 1.

Termination of this Policy shall be without prejudice to any claim arising prior to such termination. The



payment to or acceptance of any PREMIUM hereunder subsequent to termination of the Policy shall not create any liability but the COMPANY shall refund any such PREMIUM.

**15. CANCELLATION :**

- a) YOU/INSURED PERSON have the right to cancel this Policy/CERTIFICATE OF INSURANCE at any time by giving written notice to the COMPANY stating the intended effective date of cancellation. In the event the intended effective date of cancellation precedes the date of the COMPANY's receipt of the notice, the cancellation shall be effective on the date the said notice is received by the COMPANY.
- b) COMPANY may at any time reasonably cancel this Policy by sending (14) fourteen days' notice in writing to YOUR last known address.
- c) There shall be no refund of premium.

**16. REGULATORY IMPOSED TAX, CHARGES, FEES ETC:**

The PREMIUM to be paid by YOU to the COMPANY under this Policy is exclusive of any TAX. In the event the COMPANY is required by any applicable law to remit any TAX on the premium paid by YOU, the COMPANY shall calculate and collect from YOU any amount paid or payable under this Policy on account of such TAX. Such amount as calculated by the COMPANY, shall be paid by YOU as additional to and without any deduction or set-off from the premium payable under this Policy to the COMPANY.

**17. SANCTION LIMITATION AND EXCLUSION CLAUSE :**

- (1) The COMPANY shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the COMPANY to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations.
- (2) The COMPANY shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit is for and/or to any ENTITY and/or RELATIVE/CLOSE ASSOCIATE of any ENTITY.
- (3) The COMPANY may terminate this Policy with immediate effect and shall not thereafter be required to transact any business with YOU in connection with this Policy, including but not limited to, making or receiving any payments under this Policy. The COMPANY shall inform YOU in writing for the reason of such termination.

**18. DUTY OF DISCLOSURE BEFORE THIS INSURANCE IS GRANTED :**

Where YOU have applied for this Insurance wholly for purposes unrelated to YOUR trade, business or profession, YOU have a duty to take reasonable care not to make a misrepresentation in answering the questions in the proposal form (or when YOU applied for this insurance) that is YOU should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of YOUR contract of insurance, refusal or reduction of YOUR claim(s), change of terms or termination of YOUR contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. YOU are also required to disclose any other matter that YOU know to be relevant to the COMPANY's decision in accepting the risks and determining the rates and terms to be applied.

YOU also have a duty to tell the COMPANY immediately if at any time after YOUR contract of insurance has been entered into, varied or renewed with the COMPANY any of the information given in the proposal form (or when YOU applied for this insurance) is inaccurate or has changed.

**19. DUTY OF DISCLOSURE DURING THIS INSURANCE :**

During this Insurance YOU are required to immediately inform the COMPANY of any changes in  
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INSURED PERSON occupation, work duties, sporting activities or any relevant information that may increase the risk.

The COMPANY may :

- i) require YOU to pay an additional PREMIUM for the increased risk or
- ii) make changes to the terms and conditions of this Policy or
- iii) leave the Policy terms, conditions and PREMIUM unaltered.

YOU will only be covered for any increased risk if agreed in writing by the COMPANY.

**20. A DUTY TO COMPLY WITH THE CONDITION :**

The COMPANY will only be liable to make any payment under this Policy if YOU have at all times complied with the terms, provisions, conditions and ENDORSEMENT of this Policy.

**21. GOVERNING LAW :**

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

**22. TERRITORIAL LIMIT:**

The territorial limit of this policy is within Malaysia only.

**23. COMMUNICATION :**

All communication to the COMPANY must be in writing. ENDORSEMENT to this Policy contract must be issued and signed by the COMPANY.

**24. MISREPRESENTATION / FRAUD :**

The COMPANY may void this Policy and refuse all claims made in any of the following cases:

- (a) If any claim made shall be fraudulent or exaggerated; or
- (b) If any false declaration or statement shall be made in support of any claim, however, if the misrepresentation was careless or innocent, the COMPANY may at COMPANY's absolute discretion;
  - (i) void this Policy and refuse all claims, in which case the COMPANY shall return the PREMIUMs paid without interest. This payment shall be a complete and valid discharge of any liability under this Policy; or
  - (ii) take any necessary remedies in accordance with the Financial Services Act 2013.

**25. NOMINATION :**

Pursuant to Paragraph 5(1) of Schedule 10 of the Financial Services Act 2013, a nomination made by a non-Muslim Owner shall create a trust in favour of the nominee of the policy moneys that is death benefit payable upon the death of the INSURED PERSON , if :-

- (a) the nominee is his/her spouse or child; or
- (b) the nominee is his/her parent (if there is no spouse or child living at the time of making the nomination).

A nominee of a Muslim Owner upon receipt of the policy moneys shall distribute the policy moneys in accordance with Islamic law.

**26. DISAPPEARANCE :**

If, after the COMPANY has examined all available evidence, the COMPANY is satisfied that the disappearance of INSURED PERSON can be presumed to be due to INSURED PERSON death as the result of an ACCIDENTAL BODILY INJURY, COMPANY will pay the accidental death benefit. If at any time after the COMPANY has paid the benefit, INSURED PERSON is found to be living, the payment must be refunded to the COMPANY.



**27. COMPLAINT PROCEDURES :**

The COMPANY believes YOU deserve a courteous, fair and prompt service. If there is any circumstance when the COMPANY'S service does not meet YOUR expectations, please contact the COMPANY using the appropriate contact details below and provide the Policy Number/Claim Number and INSURED PERSON's Name:

1. Firstly with the department or person YOU dealt with the COMPANY on how YOU would like the problem to be solved.
2. Secondly if the problem is not solved to YOUR satisfaction, then make a formal written complaint to the Customer Relations Unit at:

Telephone : 1300 88 1899  
Facsimile : +603 2056 2291  
Email : my.customer@aia.com  
Website : www.aia.com.my  
Address : Menara AIA  
99 Jalan Ampang  
50450 Kuala Lumpur

The COMPANY will acknowledge the complaints via email within five (5) working days, and complaints via correspondences within ten (10) working days, and keep YOU informed of the progress. The COMPANY will do the best to resolve the matter to YOUR satisfaction within fourteen (14) working days or such time period needed, in complex cases, which the COMPANY will keep YOU informed.

3. Thirdly, if there are disputes on OUR final decision relating to this Policy involving the amounts below RM250,000 and subject to the Ombudsman for Financial Services' ("OFS") jurisdiction which is available at [www.ofs.org.my](http://www.ofs.org.my), You may refer the dispute to OFS at the address stated below to resolve the dispute within six (6) months from the date of OUR final decision.

Chief Executive Officer  
Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
Tel: 03-2272 2811  
Fax: 03-2272 1577  
E-mail: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

If the dispute exceeds RM250,000 or if it does not come within OFS's jurisdiction, YOU or INSURED PERSON may refer to Bank Negara Malaysia for further enquiries at the following address:

Pengarah  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: 03-2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**28. PERSONAL DATA PROTECTION ACT 2010 :**

By giving personal Information YOU give the COMPANY permission and YOU shall also obtain the INSURED PERSON's consent to give the COMPANY permission for its use as described below:-

- I. To process YOUR personal data with the intention of entering into the contract of insurance.
- II. YOU consent and allow the COMPANY to retain the data and share the data with the COMPANY service provider namely:
  - a. Registered licensed adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the insurance



- contract,
  - c. Insurer and reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
- III. Data Subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

Notice

In accordance to the provision of the Personal Data Protection Act 2010, YOU may contact the COMPANY for the details of YOUR personal data. Such information will only be granted after verification. YOU may update/correct the data by providing to the COMPANY in writing the request for change.

AIA General Berhad is licensed under the Financial Services Act 2013 and is regulated by Bank Negara Malaysia.