



# Maxis Device Care Lite

## Policy Wording

WHEREAS **Maxis Broadband Sdn. Bhd.** as the **Master Policyholder** has applied to **AIA General Berhad** for the insurance contract hereinafter contained and the **Member** has duly paid or agreed to pay the **Premium** as consideration for benefits provided under the said insurance contract.

NOW THIS **POLICY** WITNESSETH that in respect of the event (i.e., **Screen Crack**) occurring to the **Insured Product(s)** during the **Period of Insurance** and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the “**Terms of this Policy**”), **We** will indemnify the **Member(s)** in accordance with the **Terms of this Policy**.

### PART I

### DEFINITIONS

Wherever the following words are used in this **Policy** or in the **Policy Schedule** they shall have the meanings given below.

1. **Accident** or **Accidental** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independent of any other cause, be the sole cause of loss or damage to the **Insured Product**. The said event shall result in physical loss or damage to the **Insured Product**, which prevents the correct operation of the **Insured Product**, includes but not limited to collision, drop and compression.
2. **Account** shall mean the Maxis account of the **Member** registered with the **Master Policyholder** identified by the **Member's** mobile number (MSISDN). Only one (1) in-force **Certificate of Insurance** is allowed for each **Insured Product Category** under one (1) **Account** at any point of time.
3. **Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) and/or to put the public, or any section of the public, in fear.
4. **Certificate of Insurance** is a document issued by **Us** to the **Member** which details the necessary information regarding the **Plan** such as **Insured Product**, unsubsidized retail value of the **Insured Product** (at the time of purchase), **Premium**, Effective Date of Coverage and Expiry Date of Coverage. It is issued to the **Member** after payment of the applicable **Premium** has been made, which payment shall be deemed proof of the insurance cover provided to the **Member's Insured Product** under this **Policy**.
5. **Close Associate** shall mean any individual closely connected to the **Entity**, either socially or professionally.
6. **Computer System** shall mean any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the **Member** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
7. **Computer Network** shall mean a group of **Computer Systems** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange **Data**.
8. **Cyber Loss** shall mean any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - i. the use or operation of any **Computer System** or **Computer Network**;



- ii. the reduction in or loss of ability to use or operate any **Computer System, Computer Network or Data**;
  - iii. access to, processing, transmission, storage or use of any **Data**;
  - iv. inability to access, process, transmit, store or use any **Data**;
  - v. any threat of or any hoax relating to sub-paragraphs i, ii and iv above; and/or
  - vi. any error or omission or accident in respect of any **Computer System, Computer Network or Data**.
9. **Data** shall mean information used, accessed, processed, transmitted and/or stored by a **Computer System**.
10. **Endorsement** shall mean a written alteration to the **Terms of this Policy**.
11. **Entity** shall mean 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.
12. **Insurance Monthiversary Date** shall mean the monthly date that corresponds numerically to the day when the **Period of Insurance** starts. In the event there is no date in a subsequent month that corresponds numerically to the day when the **Period of Insurance** commences, the **Insurance Monthiversary Date** will be the last day of the month.
13. **Insured Product(s) or Product(s)** shall mean an electronic device that was previously covered under the original Maxis Device Care certificate, which has been cancelled at the request of the Member, and is covered under the **Plan**, as stated in the **Certificate of Insurance**.
14. **Insured Product Category** shall mean the electronic device purchased by a **Member** from the **Master Policyholder** where each type of the electronic device (i.e. smartphone and tablet) represents an **Insured Product Category**.
15. **Limit of Liability** shall mean the maximum amount **We** will pay for each approved claim during the **Period of Insurance** as outlined in the **Certificate of Insurance**.
16. **Master Policyholder, You or Your** shall mean the person or the entity effecting this **Policy** as indicated in the **Policy Schedule**.
17. **Member** shall mean any customer who has subscribed to the **Plan** as part of the device protection program provided by the **Master Policyholder** to the **Member**.
18. **Original Warranty** shall mean the original manufacturer's warranty, original supplier's warranty or original seller's warranty provided by the product manufacturer/ supplier/ seller of the **Insured Product** as detailed in the warranty card (if any).
19. **Period of Insurance** shall mean the duration of which a **Member** is given coverage on the **Insured Product** under this **Policy** for which **Premium** has been paid to **Us**. This **Period of Insurance** commences from the Effective Date of Coverage to the Expiry Date of Coverage (both dates inclusive) as stated in the **Certificate of Insurance**, and is subject to renewal up to one (1) year in accordance with the **Terms of this Policy**, where renewal is of one (1) year period.
20. **Plan** shall mean Maxis Device Care Lite subscribed by the **Member** as stated in the **Certificate of Insurance**, as part of the device protection program provided by the **Master Policyholder** to the **Member**
21. **Policy** shall refer to the contract of insurance between the **Master Policyholder** and **Us**, which comprises of this policy wording, any information provided or declaration made by the **Master**



**Policyholder**, the **Policy Schedule**, and any **Endorsements We** have issued varying the **Terms of this Policy**.

22. **Policy Schedule** shall mean the document where the benefit and coverage details are stated. It is issued in favour of the **Master Policyholder** after the **Policy** application has been accepted by **Us**. **Policy Schedule** shall be read together with this **Policy** as one contract.
23. **Premium** shall mean any amount **We** require the **Member** to pay under this **Policy** and it is exclusive of any **Tax**.
24. **Relative** shall mean 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.
25. **Screen Crack** shall mean damaged or cracked front screen of the **Insured Product** as a result of **Accidental** means, where there is externally visible damage which the **Insured Product** is no longer performing at its intended function.
26. **Service Partner** shall mean the company that **We** have appointed to fulfil claims made pursuant to and in accordance with the **Terms of this Policy**, including but not limited to repair of the **Insured Product**, after the claim assessment is being reviewed and approved by **Us**.
27. **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.
28. **Time Element Losses** shall mean business interruption, contingent business interruption or any other consequential losses.
29. **We, Our and Us** shall refer to AIA General Berhad.

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

## PART II

## DATA REQUIRED BY US

The **Master Policyholder** shall maintain a record with respect to each **Member** and **Insured Product** under this **Policy**, showing the amount of insurance, the date insurance becomes effective, the date insurance gets terminated, changes to the **Insured Product**, the **Certificate of Insurance**, details of the **Member**, with the date on which such changes are effective, and other pertinent information as may be necessary to carry out the terms of this **Policy**.

The **Master Policyholder** shall facilitate to furnish **Us** with all information and proofs which **We** may reasonably require with regard to any matters pertaining to this **Policy**. All documents furnished to the **Master Policyholder** 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 **Us** at all reasonable times.

The **Master Policyholder** shall provide **Us** the details of each **Member** and **Insured Product** to be insured under this **Policy** such as:

- **Member's Full Name**
- **Member's Identification Number** (National Registration Identity Card for Malaysian)
- **Insured Product's Name** (includes brand, model, capacity and colour)
- **Insured Product's Price**
- **Insured Product Category**
- Order Number on the subscription of the **Plan** from the **Master Policyholder**
- The date of subscription of the **Plan**

**PART III****BENEFITS**

The table below sets out the benefit covered and **Limit of Liability** applicable under this **Policy** coverage, according to the **Plan** subscribed by the **Member** as part of the device protection program provided by the **Master Policyholder** to the **Member**.

**TABLE OF COVERAGE**

| <b>Plan</b>                   | <b>Benefits</b>  | <b>Limit of Liability</b>  |
|-------------------------------|--|--|
| <b>Maxis Device Care Lite</b> | <ul style="list-style-type: none"> <li>Repair due to <b>Screen Crack</b> of the <b>Insured Product</b>.</li> </ul> | <ul style="list-style-type: none"> <li>Up to RM2,000. Any repair cost in excess of RM2,000 shall be borne by the <b>Member</b>.</li> <li>Subject to maximum one (1) claim per <b>Insured Product</b> during the <b>Period of Insurance</b>.</li> </ul> |

**DESCRIPTION OF PLAN****Maxis Device Care Lite**

In the event of **Screen Crack** of the **Insured Product** during the **Period of Insurance**, the screen of the **Insured Product** will be repaired. However, if the cost of repair for **Screen Crack** is beyond RM2,000, the **Member** shall be liable for the portion of the repair cost that is in excess of RM2,000. This **Plan** is limited to one (1) claim per **Insured Product** during the **Period of Insurance**. For avoidance of doubt, replacement of **Insured Product** and deductible are not applicable to this **Plan**.

This **Plan** will commence from the Effective Date of Coverage until the Expiry Date of the Coverage as stated in the **Certificate of Insurance**, of one (1) year, unless coverage is no longer applicable or the **Certificate of Insurance** is terminated in accordance with the terms of the **Plan**.

**PART IV****GENERAL PROVISIONS WHICH APPLY TO THE WHOLE POLICY****1. GENERAL CONDITIONS**

- a) **Service Partner** will perform the assessment of the faulty or damaged **Insured Product** and will arrange for its repair. The decision of **Service Partner** shall be final and conclusive with regard to any assessment and there shall be no right of appeal against such assessment.
- b) The **Member** must have indicated his/her choice of the **Plan** for the **Insured Product** purchased on the sales receipt/ tax invoice issued by the **Master Policyholder** and have agreed to be bound by the terms and conditions relevant to the **Plan** chosen as set out in this **Policy**.
- c) The **Insured Product** must be an electronic device that was previously covered under the original Maxis Device Care certificate, which has been cancelled at the request of the **Member**.
- d) Subject to the **Terms of this Policy**, it is also a condition of this **Policy** that before any claim for any benefits being submitted for **Our** approval, there must be a valid **Certificate of Insurance** between the **Member** and **Us** under this **Policy**; and the **Member** must not have breached any terms and conditions of the **Plan** which renders the **Plan** invalid or causes the **Certificate of Insurance** be terminated.
- e) The ownership of the **Certificate of Insurance** is allowed to be transferred to a third party, provided that the **Member** shall inform **Master Policyholder** by providing a written notice within ten (10) days of the change of ownership.

**2. GENERAL EXCLUSIONS**

This **Policy** does not cover claims for loss or liability directly or indirectly caused by or arising from the following:

- a) Any loss or damage occur outside of the **Period of Insurance**, includes not limited to a loss or damage that takes place before the electronic device becomes the **Insured Product**, or after the effective date of cancellation or termination of the **Certificate of Insurance**, or any condition existing prior to the Effective Date of Coverage as stated in the **Certificate of Insurance**;



- b) Any loss or damage to the **Insured Product(s)** that are covered by the **Original Warranty**, repairer's warranty, or any other warranty still in effect;
- c) Any loss or damage that is covered, compensated or indemnified by any other sources;
- d) Non-operating and cosmetic defects, paint, color, or **Insured Product's** exterior finish, accessories used in or with the **Insured Product**, external cables and cords, or add-on options incorporated to the **Insured Product**, that does not affect the manufacturer's intended use. This includes but not limited to cracking, marring or scratching, expansion or contraction;
- e) Normal wear and tear of any kind;
- f) Deliberate damage by any party;
- g) Negligence, omission or default in the use or care of the **Insured Product** by the **Member** or any person using the **Insured Product** with the **Member's** permission;
- h) Repairs performed by any unauthorized repairer;
- i) Damage due to abuse, neglect, shock, improper use or storage of the **Insured Product**;
- j) Software (including operating system and any stored data) defects resulting directly from software installation and/ or removal, computer virus, virus prevention, and other peripherals;
- k) Hardware that has been added after the purchase of the original **Insured Product**;
- l) External faults such as wiring, electrical connection, fitting, realigning of signal receivers (poor reception);
- m) Consequential loss of any kind;
- n) Damage to any screen protector used on the **Insured Product**;
- o) Any loss or damage of the **Insured Product** due to malicious damage, of which is deliberately caused by any third party which the **Insured Product** was unable to prevent;
- p) Failure caused by a voltage converter and/or applying incorrect voltage to the **Insured Product**;
- q) Any defects that are the subject of the manufacturer's recall;
- r) Failure to follow manufacturers' instructions on installation, operation or maintenance of the **Insured Product** and repairs to any items not affecting the function of the **Insured Product**;
- s) The **Member's** failure to comply with the manufacturer's recommendations on routine maintenance, inspection, cleaning, external adjustments and any other instructions relating to the use and/or upkeep of the **Insured Product**;
- t) Losses incurred during the delivery process between **Our** authorized repairer and the **Member**;
- u) Any loss or damage to the **Insured Product** resulting from fire or flood, howsoever caused;
- v) Any loss or damage to the **Insured Product** resulting from an **Act of Terrorism** or an act of God including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion, rebellion, revolution, insurrection, conspiracy, military or usurped power, 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;
- w) Ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
- x) Any loss or damage due to corrosion, insect infestation, pet damage, misuse, neglect and abuse;
- y) Notwithstanding any provision of this agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses, damage, resultant **Time Element Losses**, and costs in connection with or arising directly or indirectly from infectious and/or communicable disease is excluded;
- z) Notwithstanding any provision to the contrary within this **Plan**, this **Plan** excludes any **Cyber Loss**; and
- aa) Replacement of the **Insured Product** due to damage resulting from **Screen Crack**.

### 3. LIMIT OF LIABILITY

To the maximum extent permitted by applicable laws, **We** will not cover any direct or indirect loss or injury to a person or loss or damage to property or any incidental, contingent, special or consequential damages including, but not limited to, losses incurred due to any delay in rendering any services related to this **Policy**, losses incurred during the delivery process between **Our** authorized repairer and the **Member**, and/or loss of use during the period that the **Insured Product**



is at **Our** authorized repairer and/or while awaiting replacement parts, even if the **Member** might have informed **Us** of the possibility of such loss or damage.

**We** shall not be liable under the **Policy** if the **Member**:

- i. does not report the damage to **Us** or within 5 working days from the expiry of the **Period of Insurance**, unless the **Member** is prevented from doing so due to reasons outside his/her control and **We** shall review such request on case by case basis; and
- ii. does not submit the **Insured Product** to an authorized repairer arranged by **Service Partner** for assessment or repair before the expiry of the **Period of Insurance**.

**Our** liability for any one **Insured Product** shall not exceed the **Limit of Liability** of the **Plan** as set out in the last column under the Table of Coverage in Part III of this **Policy**. For avoidance of doubt, the benefits under the **Certificate of Insurance** is only limited to repair of the **Insured Product** and shall cease for the **Period of Insurance** once the **Limit of Liability** is fully utilized.

#### 4. COMMUNICATION

All communication to **Us** must be in writing. **Endorsement** to this **Policy** must be issued and signed by **Us**.

#### 5. MODIFICATIONS

No change in this **Policy** shall be valid unless approved by **Us** and evidenced by **Endorsement**.

#### 6. PAYMENT OF PREMIUM

The **Member** must pay the **Premium** on or before the respective due date(s). The due dates of the **Premium** instalment(s) correspond to the **Insurance Monthiversary Dates** during the **Period of Insurance** as specified in the **Certificate of Insurance**. Since the **Premium** payment is made by instalments, in the event the **Limit of Liability** of the **Certificate of Insurance** has been fully utilised before the Expiry Date of Coverage, any unpaid balance of the **Premium** due during the **Period of Insurance** shall be collected from the **Member**. The **Premium** instalment(s) are considered paid by the **Member** when it is successfully charged to the **Member's Account**.

#### 7. RENEWAL

This **Policy** shall be in force until the end of **Period of Insurance** as stated in the **Policy Schedule**, and may be renewed for further consecutive periods by the payment of **Premium** at **Our Premium** rate in force at the time of renewal. **We** reserve the right not to renew, or revise or adjust the **Premium** according to **Our** applicable **Premium** rate at the time of such renewal due to risk and business considerations. **We** shall inform **You** at least thirty (30) days prior notice in writing, and subject to **Your** agreement, of any revision or adjustment upon such renewal.

A copy of **Your** previous application form will be enclosed with the renewal notice or attached with the original **Policy**. Please read **Your** previous application form and take reasonable care in confirming whether the information provided in **Your** previous application form has changed. **You** must tell **Us** if any of the information in **Your** previous application form changes. If **You** are unsure whether a change will affect **Your Policy** cover, please ask **Us**.

Should the **Policy** be renewed, the **Certificate of Insurance** may be renewed on the same date following year as the Effective Date of Coverage of the **Certificate of Insurance** at **Our Premium** rate in force at the time of renewal. **We** reserve the right not to renew the **Certificate of Insurance**, revise or adjust the **Premium** according to **Our** applicable **Premium** rate at the time of such renewal, by giving the **Member** at least thirty (30) days prior notice in writing by electronic mail to the last known electronic mail address in **Our** record. The revised **Premium** will be applicable from the next renewal of the **Certificate of Insurance**.

#### 8. TERMINATION OF COVERAGE

The coverage for the **Certificate of Insurance** will terminate on the earliest of the following dates:



- (i) the Expiry Date of Coverage as stated in the **Certificate of Insurance**; or
- (ii) the Expiry Date of Coverage as stated in the **Certificate of Insurance** in the event of the **Policy** termination or cancellation, subject to General Provision 6 and 14; or
- (iii) the day before the next **Insurance Monthiversary Date** where the **Premium** has not been paid when the grace period has ended; or
- (iv) the day before the next **Insurance Monthiversary Date** upon the **Certificate of Insurance** cancellation; or
- (v) the Expiry Date of Coverage as stated in the **Certificate of Insurance** whereby the **Certificate of Insurance** has been renewed consecutively for the first year (i.e. has reached a total of two consecutive years of coverage); or
- (vi) the date of death of the **Member**, unless the ownership of the **Certificate of Insurance** has been transferred to a third party prior to the death of the **Member** in accordance with General Provision 1(e), in which case this General Provision 8(vi) would refer to the death of the third party; or
- (vii) there has been an unauthorised modification(s) to the **Insured Product**, the serial number of the **Insured Product** has been altered without authorization and repairs to the **Insured Product** performed by a non-authorized repairer.

Termination or cancellation of the **Certificate of Insurance** 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 **Certificate of Insurance** shall not create any liability but **We** shall refund any such **Premium**.

## 9. INTERPRETATION

This document and the **Policy Schedule, Endorsements**, memoranda and any other information furnished by the **Master Policyholder** shall be read together as one **Policy** and any word or expression to which a specific meaning has been attached in any part of the **Policy** shall bear such meaning wherever it may appear.

## 10. CONDITIONS PRECEDENT TO LIABILITY

- a. The due observance and fulfilment of the terms, provisions, conditions and **Endorsements** of this **Policy** by the **Master Policyholder** insofar as they relate to anything to be done or complied with by them and the truth of the statements and answers in the proposal and/or declaration and/or any other information furnished by the **Master Policyholder** shall be conditions precedent to any liability of **Us** making any payment or providing any benefits under this **Policy**; and
- b. The validity of this **Policy** is on the condition that, for the same risk insured, the **Master Policyholder** has never had any insurance terminated because of non-payment of **Premium** in the last 12 months before the start of this **Policy**, failing which, the **Master Policyholder** must provide **Us** with a written confirmation from the previous insurer that the **Master Policyholder** has fully paid all outstanding **Premium** under the previous policy before the start of this **Policy**.

## 11. PREMIUM PAYMENT WARRANTY

It is fundamental absolute special condition of this **Policy** that the **Premium** due must be paid by the **Master Policyholder** collected from the **Member** and received by **Us** within sixty (60) days from the agreed monthly settlement dates.

If this condition is not complied with then this contract is automatically cancelled. The termination of cover shall not affect the **Member's** right to claim for an event covered by the **Policy** that has taken place during the 60-day period on the condition that **We** shall be entitled to the pro rata **Premium** for the period where the risk is insured under the **Policy**.

Where the **Premium** payable pursuant to this warranty is received by an authorized agent or **Our** intermediary, the payment shall be deemed to be received by **Us** 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 authorized to receive such **Premium** shall lie on **Us**.

## 12. PAYING BENEFITS

**We** will pay or provide the benefits listed in this **Policy** only if the **Master Policyholder** and **Member** have met General Provision 11 – Premium Payment Warranty.

**We** will pay or provide all benefits on repair of **Insured Product** under this **Policy** to the **Service Partner** based on the terms and conditions of the **Plan**.

When **We** pay or provide the benefits as described above, **We** will have no further legal responsibility to the **Member** under the **Certificate of Insurance** for the claim. Despite anything **We** have said to the contrary, **We** will not pay any claim if the laws of Malaysia prevent **Us** from doing so.

## 13. PROGRAM REVIEW CLAUSE

If at any time during the **Period of Insurance** the Program Review Threshold as stated in the **Policy Schedule** is exceeded, **We** reserve the right to make any necessary amendments to the **Policy** which includes but not limited to premium rate adjustments, revisions in terms and conditions and change in benefits. Such amendments are subject to **Your** agreement and **We** shall inform **You** of such amendments in writing.

## 14. GRACE PERIOD

A grace period of one (1) month from the **Insurance Monthiversary Date** shall be allowed for the payment of **Premium** due during which the **Certificate of Insurance** shall remain in force. Provided that, if the **Limit of Liability** of the **Certificate of Insurance** has been fully utilized due to claim(s) occurred and reported within the grace period, any unpaid balance of the **Premium** due during the **Period of Insurance** in which the claim(s) occurred shall be collected from the **Member**. When the **Premium** is not paid and the grace period is over, the **Certificate of Insurance** shall be terminated on the day before the **Insurance Monthiversary Date** where the **Premium** has not been paid.

## 15. CURRENCY & INTEREST

All dollar amounts shown in the **Policy** and **Policy Schedule** are shown in Malaysian Ringgit (MYR). **We** will not pay interest under this **Policy**.

## 16. FORFEITURE

If **We** are made aware that any claim made by the **Member** is fraudulent or by way of any fraudulent means or where the electronic device is used by the **Member** or anyone acting on his/her behalf to obtain any benefit under this **Policy**, **We** reserve the right to have the benefits to the **Member** under this **Policy** forfeited.

## 17. CANCELLATION

- a. The **Master Policyholder** has the right to cancel this **Policy** at any time by giving thirty (30) days' written notice to **Us** stating the intended effective date of cancellation. The cancellation shall be effective thirty (30) days after the date the said notice is received by **Us** or the intended effective date of cancellation, whichever is later, and no new **Certificate of Insurance** should be issued thereafter. The **Certificate of Insurance** that has been issued will remain in-force until the Expiry Date of Coverage as stated in the **Certificate of Insurance**, subject to General Provision 6 and 14. There shall be no refund of **Premium** (including any **Tax** paid) to the **Master Policyholder**.
- b. The **Member** has the right to cancel the **Certificate of Insurance** at any time by giving written notice to **Us**. After the said cancellation notice is received by **Us**, the **Certificate of Insurance** shall be terminated on the day before the next **Insurance Monthiversary Date** where the



**Premium** has not been paid. There shall be no refund of **Premium** (including any **Tax** paid) to the **Member**.

- c. **We** may at any time reasonably cancel this **Policy** or **Certificate of Insurance** by giving thirty (30) days' notice in writing to the **Master Policyholder** and/or the **Member** by electronic mail to the last known electronic mail address in **Our** record. The **Policy** will remain in-force until the end of the thirty (30) day' notice or as agreed upon between both **Master Policyholder** and **Us**. The **Certificate of Insurance** that has been issued will remain in-force until the Expiry Date of Coverage as stated in the **Certificate of Insurance**, subject to General Provision 6 & 14. There shall be no refund of **Premium** (including any **Tax** paid) to the **Master Policyholder** and/or the **Member**.

## 18. CLAIMS PROCEDURE

- a. The **Member** shall give notice thereof to **Us** in writing and deliver to **Us** a claim in writing with all particulars and details of the **Insured Product** affected.
- b. The **Member** shall submit the claim within forty-eight (48) hours of the occurrence causing such claim or such further time as **We** may in writing allow, else the claim will be forfeited and no repair will be available under the **Policy**.
- c. No repairs may be undertaken or commenced under the terms of this **Policy** without the prior approval from **Us**. All claims must be supported with the relevant documentations. **We** reserve the right to examine the **Insured Product** and subject it to independent assessment. The result of the assessment will determine **Our** insure liability subject to the **Limit of Liability** of the **Policy**.
- d. **Member** shall provide the following details and supporting documents for each claim:
  - (i) Copy of Malaysian Identity Card with front and back;
  - (ii) Picture and/or video of damaged **Insured Product**; and
  - (iii) Proof of the **Insured Product**'s IMEI number and/or serial number.
- e. Repair work must take place at the authorised repairer agreed by **Us**.
- f. **We** reserve the right not to carry out work under the terms of this **Policy** if any of the conditions specified has not been complied.

## 19. LIMITATION OF TIME 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.

## 20. MEMBER'S DUTY AND RESPONSIBILITY

In the event of any occurrence which might give rise to a claim under this **Policy**, the **Member** shall:

- (i) Take all reasonable steps within his/ her power to minimize the extend of the loss or damage;
- (ii) Preserve the parts affected and make them available for inspection by **Our** representative or surveyor; and
- (iii) Furnish all such information and documentary evidence to **Us**, which **We** may require.

## 21. SUBROGATION OF RIGHTS

The **Member** and the **Master Policyholder**, shall at **Our** expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or become necessary or required before or after his indemnification.



## 22. ARBITRATION

In the event of any dispute or difference between the parties, the dispute or difference shall be then referred to and resolved by arbitration in Malaysia in accordance with the Arbitration Rules of the Asian International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of a sole arbitrator to be appointed by the Director of the Asian International Arbitration Centre, the seat of the arbitration shall be Kuala Lumpur, Malaysia and the official language of the arbitration shall be English.

Where any dispute or difference is by this condition to be referred to arbitration the making of an award shall be condition precedent to any right of action against **Us**.

Unless any such action or suit be commenced within six (6) months of the making of an award **We** shall not be liable to make any payment in excess of the amount of the award.

## 23. REGULATORY IMPOSED TAX, CHARGES, FEES ETC

The **Premium** to be paid by the **Member** to **Us** (through the **Master Policyholder**) under this **Policy** is exclusive of applicable **Tax**. In the event **We** are required by any applicable law to remit any **Tax** on the **Premium** paid by the **Member**, **We** shall calculate and collect from the **Member** (through the **Master Policyholder**) any amount paid or payable under this **Policy** on account of such **Tax**. Such amount as calculated by **Us**, shall be paid by the **Member** as additional to and without any deduction or set-off from the **Premium** payable under this **Policy** to **Us**.

## 24. SANCTION LIMITATION AND EXCLUSION CLAUSE

- (a) **We** 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 **Us** 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 economic or trade sanction applicable laws or regulations.
- (b) **We** shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay or provide 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**.
- (c) To the extent that the restrictions under General Provision 24 apply, **We** 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**. **We** shall inform **You** in writing for the reason of such termination.

## 25. DUTY OF DISCLOSURE BEFORE THIS INSURANCE IS GRANTED AND DURING THIS INSURANCE

**You** and/or the **Member** are required to disclose any other matter that **You** and/or the **Member** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

### Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if **You** and/or the **Member** are applying for this insurance wholly for purposes unrelated to **Your** and/or the **Member's** trade, business or profession, **You** and/or the **Member** have a duty to take reasonable care not to make a misrepresentation when confirming or amending any information previously disclosed. If **You** and/or the **Member** are/is unsure whether a change will affect the **Policy**, please ask **Us**.

Failure to take reasonable care in confirming or amending any information previously disclosed may result in avoidance of **Your** and/or the **Member's** contract of insurance, refusal or reduction of **Your**



and/or the **Member's** claim(s), change of terms or termination of **Your** and/or the **Member's** contract of insurance.

The above duty of disclosure shall continue until the time **Your** and/or the **Member's** contract of insurance is entered into, varied or renewed with **Us**.

**You** and/or the **Member** also have a duty to tell **Us** immediately if at any time after **Your** and/or the **Member's** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the application form (or when **You** and/or the **Member** applied for this insurance) is inaccurate or has changed.

## 26. A DUTY TO COMPLY WITH THE CONDITION

**We** will only be liable to make any payment or provide any benefit under this **Policy** if **You** and the **Member** have at all times complied with the terms, provisions, conditions and **Endorsement** of this **Policy**.

## 27. GOVERNING LAW

This **Policy** shall be governed by the laws of Malaysia and the Courts of Malaysia shall have the exclusive jurisdiction in respect of any claims arising out of or in relation to this **Policy**.

## 28. TERRITORIAL LIMIT

All coverage applies only to repairs of **Insured Product** performed within Malaysia, loss or liability arising from the use of **Insured Product** within Malaysia, and for the **Insured Product** purchased within Malaysia only.

## 29. MISREPRESENTATION/ FRAUD

**We** 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, **We** reserve the right to:
  - (i) void this **Policy** and refuse all claims, in which case **We** 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.

## 30. COMPLAINT PROCEDURES

**We** believe **You** and/or the **Member** deserve a courteous, fair and prompt service. If there is any circumstance when **Our** service does not meet **Your** and/or the **Member's** expectations, please contact **Us** using the appropriate contact details below and provide the Policy Number and/or **Certificate of Insurance** Number/Claim Number and **Your** and/or the **Member's** Name:

1. Firstly with the department or person **You** and/or the **Member** dealt with **Us** on how **You** and/or the **Member** would like the problem to be solved.
2. Secondly if the problem is not solved to **Your** and/or the **Member's** satisfaction, then make a formal written complaint to the Customer Care Unit at:

Menara AIA, 99 Jalan Ampang  
50450 Kuala Lumpur  
P.O. Box 10140  
50704 Kuala Lumpur  
Care Line : 1300 88 1899  
Tel : 03-2056 1111  
Email : my.complaint@aia.com  
Website : AIA.COM.MY



**We** will acknowledge the complaints via email within five (5) working days, and complaints via correspondences within ten (10) working days, and keep **You** and/or the **Member** informed of the progress. **We** will do the best to resolve the matter to **Your** and/or the **Member's** satisfaction within fourteen (14) working days or such time period needed, in complex cases, which **We** will keep **You** and/or the **Member** 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 Financial Markets Ombudsman Service (FMOS) jurisdiction which is available at [www.fmos.org.my](http://www.fmos.org.my), **You** and/or the **Member** may refer the dispute to FMOS at the address stated below to resolve the dispute within six (6) months from the date of **Our** final decision.

Chief Executive Officer  
Financial Markets Ombudsman Services [Reg. No: 200401025885]  
(Formerly known as Ombudsman for Financial Services)  
Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
Tel: 03-2272 2811  
Website: [www.fmos.org.my](http://www.fmos.org.my)

If the dispute exceeds RM250,000 or if it does not come within FMOS's jurisdiction, **You** and/or the **Member** may refer to Bank Negara Malaysia for further enquiries at the following address:

BNMLINK  
Jabatan Komunikasi Korporat  
4<sup>th</sup> Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel: 1-300-88-5465  
Fax: 03-2174 1515  
Enquiries & Complaints Webpage: [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

### 31. PERSONAL DATA PROTECTION ACT 2010

By giving personal information **You** and/or the **Member** give **Us** permission and **You** shall also obtain the **Member's** consent to give **Us** permission for **Our** use and processing of the personal information as described below:-

- I. To process **Your** and/or the **Member's** personal data with the intention of entering into and effecting the contract of insurance and/or this **Policy**.
- II. **You** and/or the **Member** consent and allow **Us** to retain the data and share the data with **Our** service provider namely:
  - a. Registered licensed adjuster;
  - b. Solicitors, and any other professional body(ies);
  - c. Insurer and reinsurer; and
  - d. ISM Insurance Services Malaysia Berhad,  
for the purposes of fulfilment of insurance contract and/or this Policy.
- III. To inform Data Subjects (**Members**) of their rights to obtain access to and to request correction of their personal data.

#### Notice

In accordance to the provision of the Personal Data Protection Act 2010, **You** and/or the **Member** may contact **Us** for the details of **Your** and/or the **Member's** personal data. Such information will only be granted after verification. **You** and/or the **Member** may update/correct the data by providing in writing to **Us** the request for change.

**We** shall process any personal data provided by **You** and/or the **Member** in accordance with the Personal Data Protection Act 2010 and **Our** Privacy Statement as published at <https://www.aia.com.my/en/index/privacy-statement.html>.