



WalletSafe

Policy Wording

PART I

DEFINITIONS

In this POLICY, unless the context otherwise requires:

1. ACCOUNT means the type of DIGITAL WALLET accounts of the INSURED PERSON under the POLICYHOLDER's platform, which refers to eWallet and GO+ account under this POLICY.
2. ACCOUNT BALANCE means the total balance of the stored monetary value of all INSURED PERSON's ACCOUNT under POLICYHOLDER's platform, where the stored monetary value can be used for the purchase of goods and services.
3. ACCIDENT means a sudden, unintentional, unexpected, unusual, unforeseen, involuntary and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of ACCIDENTAL BODILY INJURY.
4. 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.
5. ANNIVERSARY DATE refers to the same date each period as the Effective Date of Coverage as stated in the CERTIFICATE OF INSURANCE to INSURED PERSON, or the same date each year as the Policy Effective Date as stated in the Policy Schedule to POLICYHOLDER, whichever applies.
6. BANK CARD means any credit or debit card which the INSURED PERSON is the cardholder, where the BANK CARD is issued by legal financial institutions in Malaysia and/or allowed to be legally used in Malaysia.
7. CARD ISSUER means any licensed financial institution in Malaysia that issues debit card or credit card.
8. CERTIFICATE OF INSURANCE details the INSURED PERSON, plan name, sum insured, PREMIUM and PERIOD OF COVERAGE.
9. CLOSE ASSOCIATE means any individual closely connected to the ENTITY, either socially or professionally.
10. COMPANY, WE, OUR or US means AIA General Berhad.
11. DIGITAL WALLET is the electronic wallet (e-wallet) associated with the INSURED PERSON's ACCOUNT with the POLICYHOLDER and is intended for effecting payment for the purchase of goods and services through online and offline platform.
12. ENDORSEMENT means a written alteration to the terms, conditions and limitations of this POLICY.
13. 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.



14. **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.
15. **INSURED PERSON** means the person(s) covered described in the CERTIFICATE OF INSURANCE who must meet the following eligibility and has/have successfully applied for this insurance:
- Age last birthday at the time of CERTIFICATE OF INSURANCE issuance is between eighteen (18) and seventy (70) years old; and
 - Malaysian, permanent resident of Malaysia, work permit holder, pass holder or otherwise legally employed or legally residing in Malaysia; and
 - POLICYHOLDER's registered and verified users, i.e. e-KYC users of POLICYHOLDER's platform.
16. **ISSUE DATE** is the date and time when the CERTIFICATE OF INSURANCE is issued to INSURED PERSON, or is the date and time of issue of any ENDORSEMENT indicated in the relevant ENDORSEMENT whenever the original terms and coverage of the POLICY or CERTIFICATE OF INSURANCE are changed subsequently, whichever applies. The ISSUE DATE is shown on the CERTIFICATE OF INSURANCE and/or ENDORSEMENT.
17. **PERIOD OF COVERAGE** is the time period from Effective Date of Coverage to Expiry Date of Coverage (both dates inclusive) as stated in the CERTIFICATE OF INSURANCE whereby the INSURED PERSON is given coverage.
18. **PERSONAL BELONGINGS** refer to personal items regularly worn or carried on the INSURED PERSON for his/her personal use, for example watch, wallet, purse, mobile phone, bag, or other valuables.
19. **POLICY** refers to the contract of insurance between the POLICYHOLDER and US, which comprises this policy wording, any information provided or declaration made by the POLICYHOLDER, the POLICY SCHEDULE, and any ENDORSEMENTS WE have issued varying the policy cover.
20. **POLICYHOLDER, YOU or YOUR** means the person or the entity effecting this POLICY as indicated in the POLICY SCHEDULE.
21. **POLICY SCHEDULE** means the document where the benefits and sum insured are stated. It is issued in favour of the POLICYHOLDER after POLICY application is being accepted by US, and shall be deemed proof of the insurance cover provided to the POLICYHOLDER under this POLICY. POLICY SCHEDULE shall be read together with this POLICY as one contract.
22. **PREMIUM** means any amount the COMPANY requires the INSURED PERSON to pay under the CERTIFICATE OF INSURANCE and it is exclusive of any TAX.
23. **PUBLIC CONVEYANCE** refers to:
- (a) a bus, coach, taxi, airport limousine, ferry, hovercraft, hydrofoil, ship, train (including Light Rail Transit and Monorail), tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers;
 - (b) any e-hailing vehicle facilitated through an electronic mobile application provided by a registered intermediation business, which must be duly licensed for transportation of fare-paying passengers and regulated under the Commercial Vehicle Licensing Board Act 1987 and Land Public Transport Act 2010 (including any re-enactments and/or amendments made thereof for the time being in force) or any prevailing or future laws or regulations;
 - (c) a fixed-wing aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and a helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports; or
 - (d) a lift or elevator car (lifts and elevators in mines and on construction sites are excluded) duly certified



to carry passengers.

24. **REGISTERED MEDICAL PRACTITIONER** means any person qualified by degree in western medicine and who is legally authorised in the geographical area of his practice to practice medicine and surgery, but excluding the **INSURED PERSON** himself, an insurance agent/authorised insurance intermediary, business partner(s) or 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.
25. **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.
26. **ROAD TRAFFIC ACCIDENT** means a road traffic **ACCIDENT** while the **INSURED PERSON** is;
- (a) a pedestrian,
 - (b) riding or as a pillion rider on a bicycle or tricycle of any kind; or
 - (c) a driver, rider or passenger on a private motor vehicles or commercial vehicles; with a current and valid roadworthy certificate/road tax; and duly registered under the relevant law including but not limited to the Road and Transport Act 1987, the Commercial Vehicles Licensing Board Act 1987, the Land Public Transport Act 2010 (including any re-enactments and/or amendments made thereof for the time being in force) or any prevailing or future laws or regulations.
27. **SUPPLEMENTARY CARD** means a secondary or add-on **BANK CARD** that is tied to the same principal's **BANK CARD** account, issued upon the **INSURED PERSON's** request as a principal cardholder of the debit card or credit card.
28. **SUPPLEMENTARY CARDHOLDER** means any person who is issued with a **SUPPLEMENTARY CARD**.
29. **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.
30. **THEFT** means the act of removing the goods from the possession of another without the owner's consent by taking and/or carrying away with the intention to steal or deprive the owner permanently of his property.
31. **UNAUTHORISED SPENDING** means any transaction of monetary value from **INSURED PERSON's** **BANK CARD**, where the **INSURED PERSON** is the principal cardholder, performed during the **PERIOD OF COVERAGE** without the **INSURED PERSON's** authorisation or consent and due to no fault of **INSURED PERSON**.
32. **UNAUTHORISED TRANSACTION** means any transaction of stored monetary value from **INSURED PERSON's** **DIGITAL WALLET** performed during the **PERIOD OF COVERAGE** without the **INSURED PERSON's** authorisation or consent and due to no fault of **INSURED PERSON** which includes any monetary value reloaded from the **BANK CARD** into the **DIGITAL WALLET**.

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

PART II INSURING AMOUNT AND BENEFITS

While this **POLICY** is in force, the **COMPANY** shall provide the **INSURED PERSON** the benefits of Part II of this **POLICY** as shown in the Schedule of Benefits below and as specified in the **CERTIFICATE OF INSURANCE** of this **POLICY** or any **ENDORSEMENT** attached to this **POLICY**, subject to the provisions, conditions and limitations of this **POLICY**.

SCHEDULE OF BENEFITS

No.	Benefits	Amount of Cover (RM)	
		Basic Plan	Pro Plan
1	UNAUTHORISED TRANSACTION from DIGITAL WALLET	Up to RM 25,000*	Up to RM 25,000*

2	Death due to ACCIDENT	10 times of INSURED PERSON'S DIGITAL WALLET ACCOUNT BALANCE (Up to RM 25,000)	20 times of INSURED PERSON'S DIGITAL WALLET ACCOUNT BALANCE (Up to RM 50,000)
3	Accidental Death due to ROAD TRAFFIC ACCIDENT or in PUBLIC CONVEYANCE	10 times of INSURED PERSON'S DIGITAL WALLET ACCOUNT BALANCE (Up to RM 25,000)	20 times of INSURED PERSON'S DIGITAL WALLET ACCOUNT BALANCE (Up to RM 50,000)
4	Loss of PERSONAL BELONGINGS due to THEFT	n/a	Up to RM 1,000
5	UNAUTHORISED debit card or credit card SPENDING due to THEFT	n/a	Up to RM 1,500

* Any claim per incident with amount less than or equal to RM 5,000 will be excluded from this POLICY and covered separately by POLICYHOLDER.

DESCRIPTION OF BENEFITS



BENEFIT 1: UNAUTHORISED TRANSACTION FROM DIGITAL WALLET

In the event that the INSURED PERSON's stored monetary value in DIGITAL WALLET ACCOUNT is lost or transacted wholly or partially due to UNAUTHORISED TRANSACTION occurring during the PERIOD OF COVERAGE, the COMPANY will pay the financial loss amount to the INSURED PERSON, up to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE.

The COMPANY will not pay for any financial loss incurred by the INSURED PERSON which can be recovered or compensated by a licensed financial institution or other sources as determined at the COMPANY's rights.

Any claim per incident with amount less than or equal to RM5,000 will be excluded from the Benefit under this POLICY and covered separately by the POLICYHOLDER.



BENEFIT 2: DEATH DUE TO ACCIDENT

When by reason of ACCIDENTAL BODILY INJURY the INSURED PERSON dies within three hundred and sixty-five (365) days from the date of the ACCIDENT, the COMPANY will pay the stated coverage amount of INSURED PERSON's DIGITAL WALLET ACCOUNT BALANCE valued as at the first (1st) day of the month in which the ACCIDENT occurs, up to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE.

If a claim is paid under this Benefit, the assurance of the INSURED PERSON under this POLICY shall forthwith be terminated.

All claims must be supported by police report(s).



BENEFIT 3: ACCIDENTAL DEATH DUE TO ROAD TRAFFIC ACCIDENT OR IN PUBLIC CONVEYANCE

When by reason of ACCIDENTAL BODILY INJURY the INSURED PERSON dies within three hundred and sixty-five (365) days from the date of the ACCIDENT, the COMPANY will pay the stated covered amount of INSURED PERSON's DIGITAL WALLET ACCOUNT BALANCE valued as at the first (1st) day of the month in which the ACCIDENT occurs, up to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE. This benefit is payable provided that the INSURED PERSON sustains ACCIDENTAL BODILY INJURY as a result of a ROAD TRAFFIC ACCIDENT or while travelling in a PUBLIC CONVEYANCE.

This Benefit is payable in addition to Benefit 2: Death due to Accident. If a claim is paid under this Benefit, the assurance of the INSURED PERSON under this POLICY shall forthwith be terminated.

All claims must be supported by police report(s).

**BENEFIT 4: LOSS OF PERSONAL BELONGINGS DUE TO THEFT**

(Not applicable to Basic Plan)

In the event that the INSURED PERSON's PERSONAL BELONGINGS are lost as a result of THEFT during the PERIOD OF COVERAGE, the COMPANY will reimburse the INSURED PERSON for the lost items up to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE.

Police report(s) must be made within twenty-four (24) hours of the THEFT occurrence. All claims must be supported by police report(s) and documentation(s) in support of value and ownership.

This Benefit will not be payable for:

- (a) Loss due to any fraudulent, dishonest or criminal act by the INSURED PERSON, or by the persons known to the INSURED PERSON or INSURED PERSON's family members, whether acting alone or collusion with others;
- (b) Loss that are caused by any events other than THEFT, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
- (c) Loss of PERSONAL BELONGINGS of the INSURED PERSON directly or indirectly from:
 - (i) Intentional or malicious acts or gross negligence or carelessness of the INSURED PERSON; or
 - (ii) Mislaying, misplacing or mysterious disappearance;
- (d) Loss of securities, obligations, deeds, bonds, bills of exchange, promissory notes, or documents of any kind, stamps, coins or paper money, cheques, currency notes, bank notes manuscripts, books of account or other business books, or computer systems records;
- (e) Transportation tickets or other similar items that were also lost;
- (f) Contraband or illegal goods; or
- (g) Loss as a result of pick-pocketing.

**BENEFIT 5: UNAUTHORISED DEBIT OR CREDIT CARD SPENDING DUE TO THEFT**

(Not applicable to Basic Plan)

In the event that the INSURED PERSON suffers financial loss due to UNAUTHORISED SPENDING on the INSURED PERSON's BANK CARD as a result of THEFT of the BANK CARD during the PERIOD OF COVERAGE, the COMPANY will reimburse the actual and irrecoverable monetary loss amount to the INSURED PERSON, up to the amount as stated in the Schedule of Benefits and CERTIFICATE OF INSURANCE for the PERIOD OF COVERAGE. This benefit only covers the BANK CARD issued to the INSURED PERSON as the principal cardholder.

INSURED PERSON has a duty after loss to use all reasonable means to avoid future loss at and after the time of a loss. In the event of a loss, the INSURED PERSON shall:

- file a police report within twenty-four (24) hours of the THEFT occurrence; and
- report the THEFT and monetary loss to the CARD ISSUER within twenty-four (24) hours of discovering such UNAUTHORISED SPENDING.

All claims filed to the COMPANY must be supported by police report(s), together with statement(s) and investigation report(s) issued by the CARD ISSUER showing the details of UNAUTHORISED SPENDING of the BANK CARD that belongs to the INSURED PERSON as the principal cardholder, and the total amount to be borne by the INSURED PERSON where such claim is being rejected by the CARD ISSUER.

This Benefit will not be payable for:

- (a) Any financial loss incurred by the INSURED PERSON which can be recovered or compensated by CARD ISSUER or other sources as determined at the COMPANY's rights;
- (b) Additional losses that occur due to INSURED PERSON failure to comply with the duties after loss as per paragraph 2 of Benefit 5 above;
- (c) Loss due to any fraudulent, dishonest or criminal act by the INSURED PERSON, or by persons known to the INSURED PERSON or INSURED PERSON's family members, whether acting alone or collusion with others;
- (d) Loss due to intentional or malicious acts, gross negligence or carelessness of the INSURED PERSON;



- (e) Loss as a result of mislaying, misplacing, mysterious disappearance or pick-pocketing of the BANK CARD issued to the INSURED PERSON as the principal cardholder;
- (f) any claim caused directly or indirectly as a result of or in connection with SUPPLEMENTARY CARD(s) or SUPPLEMENTARY CARDHOLDER(s).

PART III**EXCLUSIONS****GENERAL EXCLUSION**

The POLICY does not cover any claim where the basis of the claim is caused directly or indirectly, wholly or partly by any of the following:

1. War, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of emergency;
2. While the INSURED PERSON is serving in the armed forces of any country or international authority, whether in peace or war;
3. Resistance to arrest, violation or attempt of violation of the law including but not limited to riding or driving without a valid license;
4. Suicide or self-destruction or any attempt thereof or self-inflicted injury while sane or insane;
5. Mental or nervous disorders;
6. While the INSURED PERSON is under the influence of alcohol or use of drug abuse/narcotics of any kind (other than those taken in accordance with treatment prescribed and directly by a REGISTERED MEDICAL PRACTITIONER, but not for the treatment of drug or alcohol addiction);
7. Any pre-existing illness or condition;
8. Pregnancy, childbirth or miscarriage, or any complications therefrom;
9. Any congenital anomalies and conditions arising out of or resulting therefrom;
10. Bacterial, viral or fungal infections (except pyogenic infections which shall occur through an accidental cut or wound);
11. Medical or surgical treatment (except as necessitated by ACCIDENTAL BODILY INJURY);
12. Dental treatment (except as necessitated by ACCIDENTAL BODILY INJURY for extraction of sound and natural teeth);
13. Any kind of disease or sickness, including but not limited to Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV), Encephalopathy (dementia) and HIV Wasting Syndrome;
14. Entering, operating, or servicing, riding in or on, ascending or descending from or with any aerial device or conveyance as a pilot/operator or crew member, except while the INSURED PERSON is riding as a fare-paying passenger in an aircraft operated by:
 - (a) a commercial passenger airline on a regular schedule passenger trip over its established passenger route; or
 - (b) any aircraft having a current and valid airworthiness certificate.
15. Engaging in a sport in a professional capacity or where the INSURED PERSON would or could earn income or remuneration from engaging in such sport;
16. Racing of any kind; or
17. Engaging in any HAZARDOUS ACTIVITY.

**ADDITIONAL EXCLUSIONS APPLICABLE TO PART II BENEFIT 1 AND 5**

The POLICY does not cover any claim where the basis of the claim is caused directly or indirectly, wholly or partly by any of the following:

1. Duplicate claims were made through other methods, channels or platforms, i.e. INSURED PERSON has filed a chargeback to the CARD ISSUER;
2. INSURED PERSON has authorised another third party to have access to INSURED PERSON's ACCOUNT or BANK CARD (for instance, provided them with the login information or authorization code). If the third party conducts transactions without the INSURED PERSON's knowledge or permission, the INSURED PERSON shall be responsible for all the consequences arising from such use;
3. Intention of fraud or negligence is found;
4. Voluntary disclosure of any security information to a third party who subsequently commits or colludes with INSURED PERSON in fraudulent act;
5. INSURED PERSON fails to provide all required information and/or documents for OUR investigation;
6. UNAUTHORISED TRANSACTION or UNAUTHORISED SPENDING took place as a result of any third party terminal or system being impacted by, including but not limited to hacking attempts, bank system upgrades/ malfunctions, telco downtime etc. of which INSURED PERSON is aware before the UNAUTHORISED TRANSACTION or UNAUTHORISED SPENDING took place;
7. UNAUTHORISED TRANSACTION or UNAUTHORISED SPENDING took place under unforeseeable circumstances, including but not limited to natural disasters, nuclear risks, war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of emergency, which are beyond the OUR reasonable control;
8. Any regulation or legal restriction that prevents the reimbursement to be made to the INSURED PERSON;
9. INSURED PERSON's mobile phone is rooted or jailbroken;
10. INSURED PERSON did not download POLICYHOLDER's platform or application from legitimate sources. Example of legitimate and reliable sources are, but not limited to, App Store, Google Play Store, Huawei AppGallery and Vivo App Store;
11. An ACCIDENTAL and/or erroneous reload occurs. For instance, INSURED PERSON reloads DIGITAL WALLET by using credit card A instead of credit card B;
12. INSURED PERSON has made a P2P or transfer to a third party by mistake or ACCIDENT;
13. Commercial cyber risks of POLICYHOLDER;
14. Non-compliance with all the terms and conditions by which INSURED PERSON's DIGITAL WALLET or BANK CARD are issued;
15. Facts or circumstances existing prior to the commencement of the CERTIFICATE OF INSURANCE, which the INSURED PERSON knew or ought reasonably to know to be facts or circumstances likely to give rise to a claim;
16. Any loss caused by the order of any government authority;

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

This POLICY is issued in consideration of the payment of PREMIUM by INSURED PERSON to US as specified in the CERTIFICATE OF INSURANCE and pursuant to the answers given by YOU and/or INSURED PERSON in the proposal form (or when YOU and/or the INSURED PERSON applied for this insurance) and any other disclosures made by YOU and/or the INSURED PERSON between the time of submission of the proposal form (or when YOU and/or the INSURED PERSON applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by YOU and/or the INSURED PERSON 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 the answers or in any disclosures given by YOU and/or the INSURED PERSON, 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 INSURED PERSON is insured for as shown on the POLICY and the circumstances where INSURED PERSON is 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 and/or INSURED PERSON will find their meaning in the Definition.

2. PAYMENT OF PREMIUM – CASH BEFORE COVER :

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

3. MODIFICATIONS :

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

4. RENEWAL :

The POLICY shall be in force until the first (1st) ANNIVERSARY DATE and is renewable on the ANNIVERSARY DATE at OUR option.

Should the POLICY be renewed, the CERTIFICATE OF INSURANCE may be renewed for further consecutive periods by the PREMIUM payment in advance prior to the Expiry 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 INSURED PERSON with a 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.

The CERTIFICATE OF INSURANCE may be renewed on each ANNIVERSARY DATE prior to the INSURED PERSON attains age last birthday seventy (70) years old on the ANNIVERSARY DATE and subject to clause 13 and clause 14 of Part IV of this POLICY with issuance of a renewal certificate upon receiving renewal PREMIUM.

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 (or when YOU applied for this insurance) is inaccurate or has changed.

5. 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.

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, and not later than 30 days of the THEFT causing such loss of PERSONAL BELONGINGS.
- b) 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 60 days of the UNAUTHORISED TRANSACTION causing such financial loss from DIGITAL WALLET, and not later than 60 days of the UNAUTHORISED SPENDING of debit card or credit card due to THEFT.
- c) The COMPANY will only pay the benefits if any medical certificates and other evidence which the COMPANY may require are provided on request at INSURED PERSON's expenses.
- d) 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.
- e) On payment of the benefits, for which once INSURED PERSON gives 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.
- f) The COMPANY reserve 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.
- g) 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 shall be paid 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 IV 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 as stated in the POLICY SCHEDULE, 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. TERMINATION OF INSURANCE :

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

- a) The date the POLICY is terminated or cancelled; or
- b) The date claim is made on Benefit 2 or 3; or
- c) The date of death of the INSURED PERSON; or
- d) The date the CERTIFICATE OF INSURANCE is terminated or cancelled; or
- e) The expiry date and time as stated in the CERTIFICATE OF INSURANCE.

Termination 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 the COMPANY shall refund any such PREMIUM.

14. CANCELLATION :

- a) YOU have the right to cancel this POLICY 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) INSURED PERSON has the right to cancel this 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.
- c) COMPANY may at any time reasonably cancel this POLICY or CERTIFICATE OF INSURANCE by sending (14) fourteen days' notice in writing to YOUR or INSURED PERSON's last known address.
- d) There shall be no refund of premium.

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

The PREMIUM to be paid by the INSURED PERSON 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 the INSURED PERSON, the COMPANY shall calculate and collect from the INSURED PERSON any amount paid or payable under this POLICY on account of such TAX. Such amount as calculated by the COMPANY, shall be paid by the INSURED PERSON as additional to and without any deduction or set-off from the premium payable under this POLICY to the COMPANY.

16. 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, INSURED PERSON 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.

17. 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.

18. DUTY OF DISCLOSURE DURING THIS INSURANCE :

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

The COMPANY may :

- i) require the INSURED PERSON to pay an additional PREMIUM for the increased risk;
- ii) make changes to the terms and conditions of this POLICY;
- iii) leave the POLICY terms, conditions and PREMIUM unaltered.

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

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

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

20. 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.

21. TERRITORIAL LIMIT :

The territorial limit of Benefit 1 of Part II of this POLICY is worldwide, whereas the territorial limit of Benefit 2, 3, 4 and 5 of Part II of this POLICY is within Malaysia only.

22. COMMUNICATION :

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

23. MISREPRESENTATION / FRAUD :

The COMPANY may void the INSURED PERSON's insurance coverage 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 reserves the right to:
 - (i) void the insurance coverage 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 the insurance coverage; or
 - (ii) take any necessary remedies in accordance with the Financial Services Act 2013.

24. NOMINATION :

Pursuant to Paragraph 5(1) of Schedule 10 of the Financial Services Act 2013, a nomination made by a non-Muslim INSURED PERSON 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 INSURED PERSON upon receipt of the policy moneys shall distribute the policy moneys in accordance with Islamic law.

25. 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 the INSURED PERSON's 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.

26. 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, 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

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:

BNMLINK
Jabatan Komunikasi Korporat
Bank Negara Malaysia
P.O Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 03-2174 1515
Web Form: bnmlink.bnm.gov.my

27. 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 for its use as described below:-

- I. To process YOUR and INSURED PERSON's personal data with the intention of entering into the contract of insurance.
- II. YOU and INSURED PERSON 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 and/or the INSURED PERSON may contact the COMPANY for the details of YOUR and INSURED PERSON's personal data. Such information will only be granted after verification. YOU and/or the INSURED PERSON may update/correct the data by providing in writing to the COMPANY the request for change.