

**INSURED: SAMPLE INSURED** 

Registrar

**FACE AMOUNT**: 100,000.00 JUL 31, 2015 : **POLICY DATE** 

PLAN: AIA One Plan JUL 31, 2015 : ISSUE DATE

**POLICY NUMBER:** 0000000A00 JUL 31, 2016 : **MATURITY OR** 

**EXPIRY DATE** 

We shall, subject to the provisions of this Policy, pay the benefits provided under this Policy on being satisfied that the event on which the benefit is payable has occurred while this Policy is in force.

The basic insurance plan and the supplementary contracts if any, provided by this Policy with their amounts of coverage are specified in the Schedule of Coverage, Benefits and Premiums on the Policy Information Page. Entitlement to benefits, benefit exclusions, conditions for payment and other policy details are set out inside.

Executed and signed by Us on the Issue Date of this Policy as stated in the Policy Information Page.

**Chief Executive Officer** 

**Stamp Duty Paid** 



## **POLICY INFORMATION PAGE**

## **POLICY DATA**

**INSURED: SAMPLE INSURED** 

**FACE AMOUNT:** 100,000.00 **POLICY DATE:** JUL 31, 2015

PLAN: AIA One Plan ISSUE DATE: JUL 31, 2015

POLICY NUMBER: 0000000A00 MATURITY OR EXPIRY DATE: JUL 31, 2016

AGE: 35 Age Admitted: NO GENDER: MALE CURRENCY: MALAYSIAN RINGGIT

**OWNER:** SAMPLE INSURED THIS POLICY IS NON-PARTICIPATING

SCHEDULE OF BENEFITS AND PREMIUMS					
Type of Coverage	Form No.	Maturity/ Expiry Date	Amount of Benefit* (RM)	Premiums (RM)	Premium Ceased Date
Death Benefit		07/31/2016	100,000	XXX.XX	07/31/2016
Total and Permanent Disability Benefit		07/31/2016	100,000	N/A	N/A

ANNUAL PREMIUM: RM XXX.XX TOTAL AMOUNT PAYABLE: RM XXX.XX

PREMIUMS ARE PAYABLE ON THE POLICY DATE AND IN ADVANCE EVERY TWELVE MONTH(S) THEREAFTER APPLICABLE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY

\*Denote limitations of benefit and actual benefits payable in accordance with the coverage terms



### **BASIC DEFINITIONS**

In this Policy:

## "Activities of Daily Living" are:

- (i) Transfer
  - Getting in and out of a chair without requiring physical assistance.
- (ii) Mobility

The ability to move from room to room without requiring any physical assistance.

- (iii) Continence
  - The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (iv) Dressing

Putting on and taking off all necessary items of clothing without requiring assistance of another person.

- (v) Bathing/Washing
  - The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (vi) Eating

All tasks of getting food into the body once it has been prepared.

"Bodily Injury" or "Injury" means an abnormal bodily condition which occurs while the Policy is in force, and is effected directly and independently of all other causes by violent, external, visible and accidental means only and independent of any other cause and is not therefore due to any illness or disease.

"Close Associate" means any individual closely connected to the Entity, either socially or professionally.

"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.

**"Expiry Date"** for Policy means the date as shown in the Policy Information Page, upon which the Policy shall expire and for the respective benefit under the Policy means the date, as shown in the Schedule of Benefits and Premiums of the Policy Information Page, when the benefit shall terminate.

**"Face Amount"** means the amount of the insurance of the Policy when it is issued and is shown on the Policy Information Page. If the Face Amount is subsequently reduced according to the terms and conditions of this Policy, the reduced amount after such alteration will become the Face Amount.

"Insured" refers to the person whose name and personal particulars are identified on the Policy Information Page.

"Issue Date" or "Commencement Date" is the date when coverage under this Policy takes effect. The Issue Date is shown on the Policy Information Page and the Commencement Date is the date of issue of any endorsement indicated in the relevant endorsement whenever the original terms and coverage of this Policy are changed subsequently. Commencement Date is also the approval date of reinstatement of the Policy in case of any reinstatement.

"Non-participating" means Your Policy does not participate in the profits of Our life insurance business.

"Owner" means the person effecting this Policy.

"Policy" refers to AIA One Plan.

"Policy Anniversary" refers to the same date each year as the Policy Date.

**"Policy Date"** as shown on the Policy Information Page is the date from which Policy Anniversaries, Policy Years, Policy Months and premium due dates are determined.



"Policy Year" refers to the twelve (12) months duration between two (2) Policy Anniversaries.

"Presumptive Disability" means the occurrence of any of the following:

- (i) Total and irrecoverable loss of sight of BOTH eyes;
- (ii) Severance of TWO (2) limbs at or above wrist or ankle; or
- (iii) Total and irrecoverable loss of sight of ONE (1) eye and loss by severance of ONE (1) limb at or above the wrist or ankle

"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.

"Total and Permanent Disability" or "Disability" means complete and continuous inability of the Insured due to injury or sickness and is unable ever again to perform or engage in any gainful work, occupation or business.

In order for Us to determine the total and permanent character of the Insured's disability, it is mandatory that the disability must be uninterrupted for at least six (6) months from its date of commencement except in cases of Presumptive Disability where We immediately recognize the Disability as being Total and Permanent in nature.

If the Insured is unemployed or not engaged in any gainful work, occupation or business or had permanently retired at any time in the six (6) months before the Disability, the Insured will be deemed as totally and permanently disabled. This is provided that the Insured is unable ever again to perform at least three (3) of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

We reserve the right to have the diagnosis of Total and Permanent Disability confirmed by Our appointed medical practitioner.

"We", "Us", "Our" or "Company" refers to AIA Bhd.

"You" or "Your" means the Owner of this Policy as shown in the Policy Information Page.

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





### AIA ONE PLAN PROVISIONS

Your Policy is called AIA One Plan. It is a one (1) year term insurance Policy which expires on the Expiry Date as stated on the Policy Information Page. Premium shall be payable until the premium ceased date stated on the Policy Information Page or upon the termination of this Policy, whichever occurs earlier.

Your Policy provides the following benefits subject to the terms and conditions stated below.

## **BENEFITS**

### 1. Death Benefit

Upon the death of the Insured while this Policy is in force and before the Expiry Date, We shall pay to You, the Nominee(s) or Trustees, the Face Amount, less any indebtedness. Thereafter, the Policy shall terminate.

### 2. Total and Permanent Disability Benefit

Upon the Insured sustains Total and Permanent Disability while this Policy is in force, We shall pay to You the Face Amount less any indebtedness. Thereafter, the Policy shall terminate.

## **EXCLUSIONS**

### **Exclusions for Total and Permanent Disability Benefit:**

This Policy does not cover any Total and Permanent Disability caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- (i) willful exposure to danger or attempted self-destruction or self-inflicted injuries while sane or insane;
- (ii) service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order;
- (iii) entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route; or
- (iv) any congenital defect which has manifested or was diagnosed before the Insured attains seventeen (17) years of age.

No Total and Permanent Disability benefit will be provided for a Disability resulting from a physical or mental condition which existed before the Issue Date or Commencement Date, whichever is later, of this Policy which was not disclosed in the application or health statement.

Chief Executive Officer



### **GENERAL PROVISIONS**

### THE POLICY CONTRACT

This Policy is issued in consideration of the payment of premium as specified in the Policy Information Page and pursuant to:

- (i) the answers given by You and/or the Insured in Your application/proposal form or any subsequent questionnaires given by Us on any matters relating to Your proposal and any disclosures made by You between the time of submission of Your application/proposal and the time this contract is entered into; and
- (ii) Medical reports and any other reports and questionnaires;

(collectively referred to as 'the material information')

and such material information shall form part of this contract of insurance between Us and You. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

If You are required by Us, before the Policy is renewed or varied, to answer any questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to the Policy if such changes had taken place after You have submitted the application for renewal/variation but before the Policy is renewed or varied.

## **INDISPUTABILITY**

We may void the Insured's insurance coverage and refuse all claims made in any of the following cases:

- (i) 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 its absolute discretion;
- (ii) 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
- (iii) take any necessary remedies in accordance with the Financial Services Act 2013.

### **SUICIDE**

If the Insured, whether sane or insane, commits suicide within one (1) year from the Issue Date or Commencement Date, whichever is later, Our liability shall be limited to the refund of premiums paid without interest. Thereafter, this Policy shall then terminate.

## MISSTATEMENT OF AGE AND/OR GENDER

- (i) The age stated on the Policy Information Page is the age of the Insured that is declared in Your application. The said age is that of the Insured's last birthday at Policy Date.
- (ii) If there is a misstatement of age and/or gender, the premium and/or benefits that would be payable shall be adjusted based on the correct age and/or gender of the Insured.
  - If the Insured is not eligible for insurance at the correct age and/or gender, this Policy shall be void and We will refund to You the premiums paid without interest.
- (iii) Payment of benefits under this Policy will only be made, provided the age and/or gender of the Insured is verified and confirmed. The Insured's age and/or gender shall be verified and confirmed if due proof is submitted to Us.



### **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.

### **CURRENCY AND PLACE OF PAYMENT**

All amounts payable either to or by Us will be paid in the currency shown on the Policy Information Page or subsequent endorsement. All amounts due from Us will be payable at any of Our Offices.

### FREEDOM FROM RESTRICTIONS

Unless otherwise specified, this Policy is free from any restrictions upon the Insured as to travel, residence or occupation.

### NOTICE OF CLAIM

Written notice of claim must be given to Us as follows:

- (i) an immediate notice in the event of death of the Insured; or
- (ii) within six (6) months after the date of commencement of Total and Permanent Disability;

as the case may be. Such notice given to Us at Our Office with particulars sufficient to identify the Insured, shall be deemed to be notice to Us. If the claimant fails to give immediate notice, We shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

## PROOF OF DEATH OR TOTAL AND PERMANENT DISABILITY

We, upon receipt of such notice, will provide the claimant with the appropriate forms for filing proof of death or Total and Permanent Disability. If the forms are not given within fifteen (15) days, the claimant by submitting written proof covering the occurrence and circumstance of death or the occurrence, the character and the degree of the Total and Permanent Disability for which the claim is made shall be deemed to have complied with the requirements of this provision.

## FILING PROOF OF DEATH OR TOTAL AND PERMANENT DISABILITY

Proof of death must be submitted to Us within ninety (90) days after the date of death. In the case of Total and Permanent Disability, such proof must be submitted within one (1) year of the due date of the commencement date of Total and Permanent Disability.

### **FREE LOOK PERIOD**

You have the right to cancel this Policy by giving Us a written notice and returning this Policy to Us. The premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. Such notice must be signed by You and received directly by Us within fifteen (15) days after You have received the Policy.

## **TERMINATION**

Your Policy shall automatically terminate:

- (i) upon death or Total and Permanent Disability of the Insured; or
- (ii) if this Policy becomes expired or terminated;

whichever occurs earlier.

# NOTICES AND CORRESPONDENCE

(i) Unless provided for, any notice, request, instruction or correspondence required or permitted to be given under this Policy to Us or to You must be made in writing.



- (ii) We shall send or deliver personally any notice, request, instruction or correspondence to Your last known address in Our records. It is conclusively deemed to be received:
  - (a) In the case of personal delivery: at the time of delivery; and
  - (b) In the case of post, whether registered or otherwise: seven (7) days after the date of posting, if posted locally, and fourteen (14) days, if posted to an overseas address.
  - (c) In the case of electronic mail, after twenty-four (24) hours from the date of the email.

### SANCTION LIMITATION AND EXCLUSION CLAUSE

- (i) 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.
- (ii) 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.
- (iii) 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.

## REGULATORY IMPOSED TAX, CHARGES, FEES ETC

The premium to be paid by the Owner 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 Owner, the Company shall calculate and collect from the Owner 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 Owner as additional to and without any deduction or set-off from the premium payable under this Policy to the Company. 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.

### OTHER PROVISIONS

- (i) Any illegality, invalidity or unenforceability of any clause of these General Provisions under the Malaysian law shall not affect the legality, validity or enforceability of any other provisions in this Policy.
- (ii) Our books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Policy. Any certificate by any of Our officers as to the moneys or liabilities for the time being due and remaining or incurred to Us by the Insured shall be binding and conclusive evidence on the Insured in all courts of law and elsewhere.
- (iii) If We delay or fail to exercise any rights/remedies under this Policy, it will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent Us from any other or further exercise of any other right/remedy. The rights and remedies provided in this Policy are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).
- (iv) This Policy shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in Our constitution.
- (v) The terms and conditions stated in this Policy constitute the entire terms and conditions of this Policy. No prior inconsistent representation or statement made in relation to this Policy whether orally or in writing shall form part of this Policy.
- (vi) We reserve the right to alter the terms of this Policy in such a way as We deem appropriate in the event of any change in the law or in the basis of taxation levy applicable to Us or this Policy.



### OWNERSHIP PROVISIONS

#### THE OWNER

You are the Owner of this Policy as shown on the Policy Information Page until changed. As the Owner, only You can, during the Insured's lifetime, exercise all rights, privileges and options provided under this Policy subject to the written consent of the trustee(s) and assignee's rights, if any.

## THE NOMINEE

- (i) The Owner/You who is/are also the Insured may nominate a natural person to receive the moneys payable upon Your death. You may name the Nominee(s) at the time of Your application or at any time after this Policy has been issued in Our prescribed form.
  - You shall have the right, subject to any legal constraints, to revoke any such nominations and/or to name another Nominee(s) by written notification to Us. Your written notification must be received and registered by Us during Your lifetime.
- (ii) If the Insured intends to revoke or change the current Nominee(s), the Insured firstly has to be the Owner and a non-Muslim. The Insured may then by written notice to Us, by filing the proper forms and upon obtaining the consent of the trustee(s) (if any) of the Policy moneys, proceed to revoke the named Nominee(s) and appoint other Nominee(s). This procedure has to be complied if:
  - (a) the Nominee is the spouse or child of the Insured; or
  - (b) the Nominee is the parent of the Insured and at the time of nomination, the Insured had no living spouse or child.

If the Nominee is not (i) and (ii) above, the Insured may proceed to revoke and appoint a Nominee(s) by written notice to Us, by filling up Our prescribed form. The Insured need not obtain consent from any party.

The revocation and change of Nominee(s) shall take effect from the date of receipt of the written notice to Us

- (iii) If You have nominated more than one Nominee, We shall pay the moneys payable in equal shares to the persons nominated who is/are alive at time of the death of the Insured unless You have specified otherwise. This is subject to the laws in force at the time.
  - Such payment is deemed to be good discharge of the moneys payable under this Policy.
- (iv) If on the death of the Insured, no effective nomination is in force, or the person(s) nominated is/are dead, the moneys payable shall be paid to Your legal personal representatives. This is subject to the laws in force at the time.
  - Such payment is deemed to be good discharge of the moneys payable under this Policy.
- (v) The interest of any Nominee shall be subject to the rights of any assignee under an absolute assignment or encumbrance on or attached to this Policy.

## CHANGE OF OWNERSHIP AND ASSIGNMENT

While this Policy is in force, You may change ownership of this Policy and/or the Nominee by filing a written notice. Such change is valid only if recorded by Us during the lifetime of the Insured and endorsed on this Policy. We shall not assume any liability for the validity of the assignment.

All assignments shall be subject to any indebtedness under this Policy.



## **PREMIUM PROVISIONS**

## **PAYMENT**

Premium is payable on the date of purchase to Us. There will not be any official receipt for the payment if You pay Your premiums by credit/debit card or online banking. The premium deduction shown in the credit/debit card statement or bank statement shall be considered as proof of payment.





### POLICY INFORMATION STATEMENT

Your life Policy is a valuable piece of property and serves as a useful aid to assist Your family against potential uncertainties of the future.

You may not have time to familiarize Yourself with all the Policy provisions, but it is important that You know the unique benefits of this AIA Policy. This Policy Information Statement is specially prepared in plain language to give You a better understanding of some of these benefits.

- 1. If Your Policy provides a Death Benefit, the Death Benefit coverage will be payable to Your Nominee(s) or Trustee, if You do not live to the Expiry Date of Your Policy.
- 2. (a) Your premium payment is made annually only.
  - (b) You may pay the premiums in any of the following ways at Our discretion:
    - (i) A Visa/MasterCard card; Or
    - (ii) online banking;

No official receipt will be issued, however the validated deposit slip or premium deduction shown in either the Visa/MasterCard card statement or bank statement shall be considered as proof of payment.

- 3. If the Insured's age has not been admitted, You are required to submit a copy of identity card for proof of age upon request by Us.
- You may nominate a person to receive the Policy moneys by giving notice to Us or stating it in the application form.
- 5. It is important that You advise Us of any change in Your address or Your nominee's address.
- 6. You have the right to cancel this Policy by giving Us a written notice and returning this Policy to Us. The premiums that You have paid less any expenses which may have been incurred for any medical examination will be refunded to You. Such notice must be signed by You and received directly by Us within fifteen (15) days after You have received the Policy.
- 7. This Policy does not have cancelation option after the free look period and Your Policy will automatically be terminated at the end of the Expiry Date.
- 8. In case of any dispute arising from this Policy, You may write to:

AIA Bhd.
Customer Relations Unit
Menara AIA
99 Jalan Ampang
50450 Kuala Lumpur
P.O. Box 10140
50704 Kuala Lumpur
Care Line: 1 300 88 1899

Tel: 03-2056 1111 Fax: 03-2056 2291

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 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

9. If You have any enquiries pertaining to Your Policy, You may contact any of the AIA branches listed in AIA.COM.MY.

#### Note:

The above explanation is intended as an aid to Your understanding of the Policy terms and is not to be taken or interpreted as an alteration or amendment of the Policy provisions.

