

Group Personal Accident for Alliance Bank's Visa Infinite Cardholders Policy

Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in the **Policyholder's** Proposal Form (or when the **Policyholder** applied for this insurance) and any other disclosures made by the **Policyholder** between the time of submission of the **Policyholder's** Proposal Form (or when the **Policyholder** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Policyholder** shall form part of this contract of insurance between the **Policyholder** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to the **Policyholder's** answers or in any disclosures given by the **Policyholder**, 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 the **Policyholder** and **Us**.

Non-Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in the **Policyholder's** Proposal Form (or when the **Policyholder** applied for this insurance) and any other disclosures made by the **Policyholder** between the time of submission of the **Policyholder's** Proposal Form (or when the **Policyholder** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Policyholder** shall form part of this contract of insurance between the **Policyholder** and **Us**. In the event of any pre-contractual misrepresentation made in relation to the **Policyholder's** answers or in any disclosures made by the **Policyholder**, it may result in avoidance of the **Policyholder** contract of insurance, refusal or reduction of your claim(s), change of terms or termination of the **Policyholder's** contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the **Policyholder** and **Us**.

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy. They are **bold** and begin with a capital letter (e.g. **Insured Person, You, Your**).

Accident or Accidental

shall mean a sudden, unforeseen and fortuitous event that happens unexpectedly during the **Period of Insurance**.

Act of Terrorism

shall mean an act, including the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious or ideological purposes including the intention to influence any government and/or to put the civilian population in fear for such purposes.

Child

shall mean **Your** biologically or legally adopted child(ren) who is unmarried, unemployed and must be between thirty (30) days old to seventeen (17) years old, or twenty-three (23) years old if studying as a full-time student. All ages refer to the age of Child's next birthday.

Common Carrier

shall mean a commuter bus, ferry, hovercraft, hydrofoil, train, tram and any fixed-wing aircraft:

- i. registered and licensed for the transportation of fare paying passengers; and
- ii. has fixed, established and regular schedules and routes.

It does not include taxis, cruises, any such conveyance if chartered or arranged as part of a tour even if such services are regularly scheduled. Common Carrier shall include transportation taken within the compound of airport.

Dentist

shall mean a dental practitioner qualified and licensed:

- i. to practice dental treatment and who, in rendering such treatment, is practicing within scope of his licensing and training under any applicable laws in the geographical areas of practice; and
- ii. excluding **You**, any of **Your** relative, **Your Family Member**, **Your** business associate, employer, employee or **Your Travelling Companion**.

Destination

shall mean the place(s) **You** plan to travel during the **Journey**.

Disability

shall mean a sickness, disease, **Illness** or **Injury** arising out of a single or continuous series of causes.

Effective Date

shall mean the date from which the insurance coverage under this Policy becomes effective as specified in the **Policy Schedule**.

Family Members

shall mean **Your** legal spouse(s) and **Child**(ren).

Hospital

shall mean an establishment duly constituted, registered and operating as a Hospital for the care and treatment of sick and injured persons as paying bed patients which: -

- i. has facilities for diagnosis and major surgery;
- ii. provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- iii. is under the supervision of a **Physician**; and
- iv. is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishments.

Hospitalisation

shall mean admission to a **Hospital** as a registered in-patient for **Medically Necessary** treatments for a covered event upon recommendation of a **Physician**. A patient shall not be considered as an in-patient if the patient does not physically stay in the **Hospital** for the whole period of confinement.

Hotel

shall mean any paid travel accommodations.

Illness

shall mean any sudden and unexpected deterioration of health due to a medical condition contracted, commencing or manifesting during the **Journey** which requires the treatment by a **Physician**.

Injury

shall mean injury caused solely and directly by **Accidental** means and shall exclude injury caused by sickness, disease or medical disorder.

Insured Person/You/Your

shall mean the person(s) covered described in the **Policy Schedule**.

Insured/Policyholder

shall mean the group policyholder who is named as Insured in the **Policy Schedule**.

Journey

shall mean a travel undertaken by **You** during the **Period of Insurance** for leisure and/or business purposes which is out of Malaysia. Each journey shall not exceed thirty (30) days.

Loss of Use

shall mean permanent total functional disablement and is treated like total loss of said limb or organ and not in terms of **Your** professional or occupational incapacity or covered event.

Medically Necessary

shall mean a medical service which is:

- i. consistent with the diagnosis and customary medical treatment for a covered event;
- ii. in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits;
- iii. not for **You** or the **Physician**'s convenience, and unable to be reasonably rendered out of **Hospital** (if admitted as an inpatient);
- iv. not of an experimental, investigational or research nature, preventive or screening nature; and
- v. for which the charges are fair and reasonable and customary for the treatment.

Period of Insurance

shall mean the duration of the Policy as stated in the **Policy Schedule**.

Permanent Total Disablement

shall mean disablement that result solely, directly and independently of all other causes from **Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent **You** from engaging in employment of any and every kind for the remainder of **Your** life and from which there is no hope of improvement.

Physician

shall mean a medical practitioner qualified and licensed:

- i. to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training under any applicable law in the geographical areas of practice; and
- ii. excluding **You** and **Your** immediate family members, i.e. siblings, spouse, child or parent.

Pre-Existing Condition

shall mean disabilities that **You** have reasonable knowledge of prior to the inception date of the **Period of Insurance**. **You** may be considered to have reasonable knowledge of a pre-existing condition if:

- i. **You** have received or is receiving treatment;
- ii. medical advice, diagnosis, care or treatment has been given or recommended;
- iii. clear and distinct symptoms are or were evident; or
- iv. **You** have known of its existence which would have been apparent to a reasonable person.

Policy Schedule

the Policy Schedule containing the **Policyholder**'s and **Your** details, sum insured, and **Period of Insurance**. The Policy Schedule forms part of the Policy.

RM

shall mean in Ringgit Malaysia; the currency of Malaysia.

Scheduled Flight

shall mean the scheduled flight for the **Journey** which is any fixed-wing aircraft:

- i. registered and licensed for the transportation of fare paying passengers; and
- ii. has fixed, established and regular schedules and routes.

Schedule of Benefits

shall mean the benefit table containing the maximum limit for each individual and family.

Tax

shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.

We/Us/Our

shall refer to Zurich General Insurance Malaysia Berhad.

War

shall mean a contest by force between two (2) or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized and unauthorized, by the sovereign.

SCHEDULE OF BENEFITS

Benefit	Benefit Description	Maximum Sum Insured (RM)	
		Individual	Family
Section A - Personal Accident			
1	Accidental Death and Permanent Disablement	Below 23 years old: 200,000 23 years old and Above: 2,000,000	2,000,000
Section B - Travel Inconvenience			
2	Travel Delay	1,000	2,000
3	Travel Misconnection		
4	Travel Overbooked		
5	Flight Cancellation		
Section C - Baggage Cover			
6	Baggage Delay	1,000	2,000
7	Loss of Baggage	2,500	5,000
Section D - Medical Expenses			
8	Overseas Medical Expenses	Below 70 years old: 50,000 70 years old and above: 25,000	Not Applicable
9	Emergency Dental Treatment		
10	Follow-up Treatment in Malaysia		

COVERAGE

Section A – Personal Accident

BENEFIT 1 – Accidental Death and Permanent Disablement

If **You** suffer an **Injury** whilst travelling on a **Common Carrier**, which shall within twelve (12) consecutive months result in death or disablement as described below, **We** will pay the amount as stated in the Schedule of Benefits.

- Death
- Injuries resulting in being permanently bedridden
- Any other injuries causing **Permanent Total Disablement**
- Total and irrecoverable loss of one (1) sight in one (1) eye
- Total **Loss of Use** or physical severance of one (1) hand or one (1) foot

“Loss” of limb or member or part thereof shall mean loss by actual physical severance or total and permanent **Loss of Use**.

Loss of Use of body member shall be treated as loss of body member.

Special Conditions applicable to Benefit 1:

- Full fare of **Your Scheduled Flight** ticket must be charged to **Your** Alliance Bank’s Visa Infinite credit card; or if **Your Journey** is part of a packaged tour, at least eighty percent (80%) of the total cost must be charged to **Your** Alliance Bank’s Visa Infinite credit card.
- Coverage shall include **Family Members** who is/are travelling with **You** provided their full fare of **Scheduled Flight** ticket must be charged to **Your** Alliance Bank’s Visa Infinite credit card; or if the **Journey** is part of a packaged tour, at least eighty percent (80%) of the total cost must be charged to **Your** Alliance Bank’s Visa Infinite credit card.
- If **You** or **Your Family Members** suffer an **Injury** that results in more than one (1) of the events covered by Benefit 1, **We** will only pay for one (1) event.

Section B – Travel Inconvenience

BENEFIT 2 – Travel Delay

If **Your Scheduled Flight** is delayed for more than four (4) consecutive hours, **We** will reimburse all expenses incurred for food, drinks and **Hotel** accommodation which are charged to **Your** Alliance Bank’s Visa Infinite credit card.

BENEFIT 3 – Travel Misconnection

If **You** miss **Your** scheduled onward travel connection during **Your Journey** due to the late arrival of the incoming **Scheduled Flight** and no alternative onward transportation is made available to **You** for more than four (4) consecutive hours from the actual arrival time, **We** will reimburse all expenses incurred for food, drinks and **Hotel** accommodation which are charged to **Your** Alliance Bank’s Visa Infinite credit card.

BENEFIT 4 – Travel Overbooked

If **Your Scheduled Flight** is overbooked by the **Scheduled Flight** provider and as a result of this, **You** are denied boarding and no alternative transportation is made available within six (6) consecutive hours, **We** will reimburse all expenses incurred for food, drinks and **Hotel** accommodation which are charged to **Your** Alliance Bank’s Visa Infinite credit card.

BENEFIT 5 – Flight Cancellation

If **Your Scheduled Flight** is cancelled and no alternative transportation is made available within four (4) consecutive hours, **We** will reimburse all expenses incurred for food, drinks and **Hotel** accommodation which are charged to **Your** Alliance Bank’s Visa Infinite credit card.

Special Conditions applicable to Section 2:

1. All expenses incurred must be charged to **Your Alliance Bank's Visa Infinite credit card**.
2. Coverage shall include **Family Members** who is/are travelling with **You** provided their full fare of **Scheduled Flight** ticket must be charged to **Your Alliance Bank's Visa Infinite credit card**; or if the **Journey** is part of a packaged tour, at least eighty percent (80%) of the total cost must be charged to **Your Alliance Bank's Visa Infinite credit card**
3. For Benefits 2 and 3, written verification must be provided by and obtained from the **Scheduled Flight** provider, clearly stating the period of delay;
4. For Benefit 2 – Travel Delay, period of delay will be calculated from the original scheduled departure time of the **Scheduled Flight** as stated in the ticket or itinerary issued to **You** until the actual departure time of the **Scheduled Flight** or the first available alternative transportation offered by the **Scheduled Flight** provider, whichever is earlier. In the event no itinerary is issued, the calculation will be based on information provided the **Scheduled Flight** provider as appeared in other formal documentation supplied or published by the **Scheduled Flight** provider which relates to the **Journey**;
5. For Benefit 3 - Travel Misconnection, period of delay will be calculated from the original scheduled arrival time of the **Scheduled Flight** as stated in the ticket or itinerary issued to **You** until the actual arrival time of the **Scheduled Flight**;
6. For Benefits 4 and 5, written verification must be provided by and obtained from the **Scheduled Flight** provider, clearly stating the **Scheduled Flight** is cancelled and/or overbooked.

Section C – Baggage Cover**BENEFIT 6 – Baggage Delay**

If **You** checked-in baggage is delayed by the **Scheduled Flight** provider during **Your Journey** for more than six (6) consecutive hours, **We** will reimburse all expenses incurred for emergency purchase of essential items or clothing which are charged to **Your Alliance Bank's Visa Infinite credit card** provided such expenses incurred within twenty-four (24) hours from **Your** arrival time at **Destination**.

BENEFIT 7 – Loss of Baggage

If **Your** baggage is lost or not delivered to **You** within forty-eight (48) hours from **Your** arrival time at **Destination**, **We** will reimburse all expenses incurred for emergency purchase of essential items or clothing which are charged to **Your Alliance Bank's Visa Infinite credit card** provided such expenses incurred within four (4) days from **Your** arrival at **Destination**.

Special Conditions applicable to Section 3:

1. All expenses incurred must be charged to **Your Alliance Bank's Visa Infinite credit card**;
2. Coverage shall include **Family Members** who is/are travelling with **You** provided their full fare of **Scheduled Flight** ticket must be charged to **Your Alliance Bank's Visa Infinite credit card**; or if the **Journey** is part of a packaged tour, at least eighty percent (80%) of the total cost must be charged to **Your Alliance Bank's Visa Infinite credit card**.
3. For Benefit 6 – Baggage Delay, written verification must be provided by and obtained from the **Scheduled Flight** provider, clearly stating the period of delay. Period of delay will be calculated from **Your** arrival time at the **Destination** as stated in the ticket or itinerary issued to **You** until the actual arrival time of **Your** baggage. .

Special Exclusions applicable to Section 3:

We shall not be liable in respect of any claims for or directly or indirectly caused by any of the following:

1. If the baggage is delayed, lost or not delivered to **You** upon **Your** return flight to Malaysia.

Section D – Medical Expenses**BENEFIT 8 – Overseas Medical Expenses**

If **You** suffer a **Disability** during **Your Journey**, **We** will reimburse the **Medically Necessary** medical, surgical, nursing or hospital charges incurred by **You**, provided the treatment must be treated by a **Physician**.

BENEFIT 9 – Emergency Dental Treatment

If **You** suffer an **Injury** to **Your** sound and natural teeth during **Your Journey**, **We** will reimburse the **Medically Necessary** expenses incurred by **You**, provided the treatment must be treated by a **Dentist** and such expenses shall not exceed the usual level of charges for similar treatment, dental services or supplies in the location where the expenses were incurred and paid, had this insurance not existed.

BENEFIT 10 – Follow-up Treatment in Malaysia

If **You** have obtained medical treatment during **Your Journey** for a **Disability**, **We** will reimburse the **Medically Necessary** expenses which are a continuation in Malaysia of such **Overseas** medical treatment, provided such expenses incurred not more than thirty (30) days after **Your** return to Malaysia and the treatment must be treated by a **Physician**.

Special Conditions applicable to Section 4:

1. Full fare of **Your Scheduled Flight** ticket must be charged to **Your Alliance Bank's Visa Infinite credit card**; or if **Your Journey** is part of a packaged tour, at least eighty percent (80%) of the total cost must be charged to **Your Alliance Bank's Visa Infinite credit card**.
2. Each claim is subject to a deductible of **RM 150** (not applicable to Benefit 9 – Emergency Dental Treatment).

Special Exclusions applicable to Section 4:

We shall not be liable in respect of any claims for or directly or indirectly caused by any of the following:

1. experimental, elective or investigative procedures;
2. non-emergency or routine eye care, dental care or medical check-up;
3. unsound and/or unnatural teeth;
4. **Injuries** to teeth occurring during eating activities;
5. health advisory travel related vaccinations and any resultant complications;
6. any expenses for cosmetic surgery or treatment unless it is **Medically Necessary** as advised by the attending **Physician**;
7. any expenses incurred and paid for services provided by another party for which **You** are not liable to pay, or any expenses already included in the cost of **Your Journey**;
8. any expenses incurred more than one hundred and eighty (180) days from the time the **Disability** was first sustained;
9. any expenses not supported by written medical reports from the attending **Physician**; and
10. any expenses for external prosthetic appliances or devices which includes but is not limited to artificial limbs, hearing aids, contact lenses, lenses, glasses, artificial teeth and dental bridges or wheelchair or walking aids. This does not include wheelchair hire and like aid or devices used by **You** under the instruction of a **Physician** during a period of **Hospitalisation**.

SPECIAL PROVISIONS

- **Coma**
Upon certification by a **Physician** that **You** have been in a state of coma for at least one (1) year due to an **Accident**, **We** will pay 100% of Benefit 1. However, **We** have the right to recover the payment made if **You** regain consciousness provided that a deduction of 10% of the aforesaid payment be made for each year **You** were in a state of coma.
- **Disappearance**
It will be presumed that death has occurred if **You** have been missing for twelve (12) consecutive months and **We** have examined all available evidence provided to support the conclusion that death was caused by an **Accident** covered by this Policy. If at any time after payment has been made by **Us** for such claim, **You** are found to be living, full refund shall be made to **Us**.

GENERAL EXCLUSIONS (APPLY TO WHOLE POLICY)

We shall not be liable for claims directly or indirectly caused by or which results from:

1. **You** when engaging in or taking part in:
 - a) Armed forces, naval or air force service or operations;
 - b) Professional sports, winter sports other than skating;
 - c) Rock climbing or mountaineering (necessitating the use of ropes or mountain guides), potholing, martial arts or boxing, underwater activities exceeding fifty (50) metres in depth, aerial activities including parachuting and hang-gliding (except bungee jumping) or any kind of race other than on foot;
 - d) Air travel except as a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports;
 - e) Criminal act or any illegal activities.
2. Intoxication of drug, unless the drug is taken under the direction of a **Physician** provided such direction is not for the treatment of drug addiction
3. Provoked murder or assault, intentional self-injury, suicide or attempted suicide while sane or insane
4. Pregnancy, childbirth, miscarriage
5. Mosquito bites (not applicable to Section 4 – Medical Expenses)
6. **Pre-Existing Condition**
7. Deliberate exposure to exceptional danger (except in an attempt to save human life).
8. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illnesses including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
9. Invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), rebellion, revolution, insurrection, mutiny or usurped power.
10. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
11. **War**, civil **War** – whether declared or not
12. Sanction - **We** shall not be deemed to provide coverage or make any payments or provide any service or benefit to **Policyholder**, **You** or other party to the extent that such cover, payment, service, benefit would violate any applicable trade or economic sanctions law or regulation.
13. Epidemic and/or pandemic.
14. If one (1) of the reasons of **Your Journey** is to obtain **Overseas** medical treatment, vaccination, medical check-up, care or advice regardless of whether this is the sole or main purpose of **Your Journey**;
15. **Act of Terrorism**;
16. Action taken by any government authorities including confiscation, seizure, destruction and restriction;
17. An incident or circumstance of which **You** were aware of or could reasonably be expected to be aware of at the time of book **Your** travel and which could reasonably be expected to lead to a claim under this Policy;
18. **You** do not take precaution to avoid a claim after there was a warning in the mass media of a strike, riot, bad weather or other circumstances; and
19. Any circumstances that already existed or are known to the public before **You** book **Your** travel.

GENERAL CONDITIONS (APPLY TO WHOLE POLICY)

1. **ALTERATIONS**
We reserve the right to amend the premium, terms and conditions of this Policy and such alteration to this Policy shall be valid if authorised by **Us** and endorsed hereon. **We** may by giving notice in writing to the **Policyholder** under registered letter to his last known address give seven (7) days' notice of any alterations to this Policy.
2. **ARBITRATION**
All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by **Us** for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.
3. **AUTOMATIC TERMINATION**
The Policy shall automatically terminate on the earliest happening of the following events:
 - i. on the date the Policy is cancelled; and
 - ii. on the next renewal date or premium due date, whichever earlier, if the required premium is not paid.

4. CANCELLATION

We may give seven (7) days written notice of **Our** intention to terminate this Policy by registered letter to the **Policyholder's** last known address, in which case a proportion of the premium corresponding to the unexpired **Period of Insurance** will be returned. Similarly, the **Policyholder** may, at any time cancel this Policy by providing **Us** seven (7) days written notice in which **We** will retain the customary short period of contribution for the time the Policy has been in force.

The following scale of short period rates shall apply:

Period Policy is in force	Percentage of annual premium to be charged
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

5. CHANGE OF ADDRESS OR PARTICULARS

The **Policyholder** shall give immediate notice to **Us** of any change in the **Policyholder's** or **Your** occupation, business, duties or pursuits and pay any additional premium that may be required by **Us**. Before each renewal of the Policy, the **Policyholder** must notify **Us** in writing of any injury, disease, physical defect or infirmity by which the **Policyholder** and/or **You** have been affected or has knowledge of.

6. CLAIMS PAYMENT

All benefit payable under this Policy shall be made to **You**, except:

- in the event of death claims, **We** will pay to **Your** next of kin; and
- in the event of **Your** legal spouse and/or **Child**, **We** will pay to **You**.

7. CLAIMS PROCEDURE

On the happening of any claim under this Policy:

- Written notice stating details of the claim shall be given to **Us** within fourteen (14) days after the occurrence of the incident.
- You** should procure and act upon proper **Physician** advice as soon as practicable.
- All certificates, information and evidence required by **Us** must be at the expense of the claimant in the form prescribed by **Us**.
- You** may have to undergo further medical examination as required by **Us** at **Our** expense.
- In the event of death, **We** shall be entitled to have a post-mortem examination and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.

8. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, provisions and conditions of this Policy by the **Policyholder** and each of **You** in so far as they relate to anything to be done or not to be done or complied with by them shall be conditions precedent to any liability of **Ours**.

9. CONTRIBUTION

We will not cover for any loss that is payable by any other sources including but not limited to other insurance policy, act of government, **Hotel**, **Schedule Flight**, travel agent, a medical or health scheme, or any other sources (including but not limited to any transportation, accommodation or travel provider).

However, **We** will pay the difference between the amount payable from any other source and the actual amount **You** have incurred.

This condition is not applicable to BENEFIT 1 - Accidental Death and Permanent Disablement.

10. COOLING-OFF PERIOD

If the Policy shall have been issued and for any reason whatsoever that **You** shall decide not to take up the Policy, **You** may return the Policy to **Us** for cancellation provided such request for cancellation is delivered by **You** to **Us** within fifteen (15) days from the date of delivery of the Policy. **You** are entitled to the return of the full premium paid provided there is no claim incurred on the Policy. In the event of a claim(s) has been made, no refund of premium shall be payable.

11. CURRENCY AND EXCHANGE RATES

- All payments will be made in Ringgit Malaysia (**RM**).
- All premiums shall be paid in Ringgit Malaysia (**RM**).
- In the event that **You** are admitted to a **Hospital** and/or receive medical treatment outside Malaysia and render bills in a currency other than Ringgit Malaysia (**RM**), **We** shall indemnify in Ringgit Malaysia (**RM**) based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date **You** are discharged from **Hospital**.

12. DUTY OF DISCLOSURE

Consumer Insurance Contract - Where the **Policyholder** has applied for this Insurance wholly for purposes unrelated to the **Policyholder's** trade, business or profession, the **Policyholder** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the **Policyholder** applied for this insurance) i.e. the **Policyholder** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the **Policyholder's** contract of insurance, refusal or reduction of the **Policyholder's** claim(s), change of terms or termination of the **Policyholder's** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. the **Policyholder** were also required to disclose any other matter that the **Policyholder** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied. The **Policyholder** also has a duty to tell **Us** immediately if at any time after the **Policyholder's** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when the **Policyholder** applied for this insurance) is inaccurate or has changed.

Non-Consumer Insurance Contract - Where the **Policyholder** has applied for this Insurance wholly for purposes related to the **Policyholder's** trade, business or profession, the **Policyholder** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the **Policyholder's** contract of insurance, refusal or reduction of the **Policyholder's** claim(s), change of terms or termination of **Policyholder's** contract of insurance. the **Policyholder** also have a duty to tell **Us** immediately if at any time after the **Policyholder's** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when the **Policyholder** applied for this insurance) is inaccurate or has changed.

13. GOVERNING LAW

Any interpretation of this Policy relating to its construction, validity or operation shall be interpreted in accordance with Malaysia Law.

14. LANGUAGE

In the event of discrepancy, ambiguity and conflict in interpreting any term or condition, the English version shall prevail and supersede the Bahasa Malaysia version.

15. LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of one (1) year after the time written proof of loss is required to be furnished.

16. MAXIMUM SUM INSURED

The amount stated in the **Schedule of Benefits** is the maximum individual and family limits **We** will pay or reimburse for each benefit and/or section.

In the event **You** are covered multiple times as a cardholder, spouse and/or children, **We** will only pay once in respect of the same benefit.

17. MISSTATEMENT OR OMISSION OF MATERIAL FACT

If:

- (a) any answer or representation by **Policyholder**, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly incorrectly stated in any respect; or
- (b) before this contract of insurance is entered into, varied or renewed, **Policyholder** has failed to disclose any fact **Policyholder** knew to be relevant to **Our** decision on whether to accept the risk or not and the rates and the terms to be applied; or
- (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.

then in any of the above cases, this Policy shall be void.

18. NON-ASSIGNMENT

This Policy is non-assignable, and **We** shall not recognise or be affected by any trust charge lien or assignment relating to this Policy. Any receipt or discharge which the **Policyholder** may grant to **Us** for any sum insured or compensation under this Policy shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting **You** in consequence of the claim whether resulting before or after the date of such receipt or discharge.

19. NOTICE

Every notice or communication to **Us** shall be in writing and sent to **Us**. No alterations in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by **Our** authorised representative.

20. POLICY RENEWAL

It shall not be **Our** incumbent to give notice of renewal to the **Policyholder**. The premium for the renewal of the Policy shall be deemed to be due on the date on which the Policy expires. However, **We** shall remain liable for fourteen(14) days from the expiry date of the Policy provided that by the last day of the said fourteen (14) days the renewal premium is actually paid unless **We** or the **Policyholder** had given notice that the Policy would not be renewed.

21. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this Policy that the premium due must be paid and received by **Us** within sixty (60) days from the **Effective Date**. If this condition is not complied with then this Policy is automatically cancelled, and **We** shall be entitled to the pro rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by **Our** authorised agent, 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, who was not authorised to receive such premium shall lie on **Us**. Subject otherwise to the terms and conditions of this Policy.

22. TAX

All premium and fees payable under this Policy may be subject to **Tax**. If **Tax** is imposed, it will be stated in the invoice and **We** reserve the right to claim or collect the **Tax** from **You** in addition to the premium and/or fees payable under this Policy.

23. Where the context so permits, words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

IMPORTANT

The **Policyholder** should read this Policy carefully, and if any error or misdescription to be found herein, or if the cover be not in accordance with the **Policyholder's** wishes, advice should at once be given to **Us** and the Policy returned to **Us** for **Our** attention.

PROCEDURES FOR MAKING INSURANCE COMPLAINTS

Please examine the insurance Policy to ensure that it meets **Your** requirement.

To avoid misunderstanding, it is very important that the Policy, **Policy Schedule** and any endorsement attached therein be read thoroughly. If the **Policyholder** has any complaints or grievances pertaining to the Policy, please contact the **Policyholder's** agent, if any or get in touch with **Our** issuing office. **We** assure that the complaints will be attended to promptly. As a responsible insurer, **We** wish to bring to the **Policyholder's** attention that the **Policyholder** could also address the **Policyholder's** dissatisfaction to the Ombudsman For Financial Services (OFS) or to Bank Negara Malaysia's Customer Service Bureau (CSB) as listed below.

Procedures for complaint to OFS

If the **Policyholder** is not satisfied with **Our** decision, the **Policyholder** may write to the Mediator with details of the dispute and particulars of this Policy.

If the Mediator makes an award against **Us**, the **Policyholder** is required to inform the Mediator of the **Policyholder's** decision to accept or deny the award within fourteen (14) days.

If the **Policyholder** does not accept the award, the **Policyholder** may reject the decision of the Mediator. The **Policyholder** is free to institute a court proceeding against **Us** or refer it to Arbitration.

The **Policyholder** may communicate with **Us** at:

Zurich General Insurance Malaysia Berhad

Level 23A, Mercu 3,
No. 3, Jalan Bangsar, KL Eco City,
59200 Kuala Lumpur,
Malaysia.
Tel: 03-2109 6000
Fax: 03-2109 6888
Call Centre: 1-300-888-622
E-mail: callcentre@zurich.com.my

The **Policyholder** may communicate with OFS at:

Ombudsman For Financial Services (OFS)
(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
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

Procedures for complaint to CSB

Alternatively, the **Policyholder** may put forward the dissatisfaction over **Our** conduct by writing to CSB giving details of the complaint and particulars of this Policy to:

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK),
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur
Tel: 1-300-88-5465 (1-300-88-LINK)
(Overseas: +603-2174 1717)
Fax: +603-2174 1515
Email: bnmtelelink@bnm.gov.my

Zurich General Insurance Malaysia Berhad (1249516-V)

Level 23A, Mercu 3, No.3, Jalan Bangsar,
KL Eco City, 59200 Kuala Lumpur, Malaysia.
Tel: 03-2109 6000
Fax: 03-2109 6888
Call Centre: 1-300-888-622
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