

Z-Alliance Cyber Protect Master 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's** 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**.

1. This **Policy**, **Policy Schedule**, **Certificate of Insurance**, Endorsement, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between **You** and **Us** and shall hereinafter be referred to as the "Policy". The proposal made to **Us** in connection with this Insurance shall be the basis and forms part of this contract. The **Policy** is to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
2. **We** shall provide the respective Insurance in the terms set out in this **Policy**, provided that the **Policyholder** pay the premium in full and **We** agree to accept it.
3. The conditions which appear in this **Policy** must be complied with. Failure to comply may mean that the **Policyholder** or the **Insured** may not be able to claim under this **Policy**.
4. Any word denoting a singular pronoun shall also mean to include the plural.
5. Throughout this **Policy**, where the context so admits, words embodying the masculine gender shall include the feminine gender and vice-versa.

1. INSURING AGREEMENTS

In consideration of the premium paid, **We** agree to provide the insurance described under this Section subject to the terms, conditions, exclusions and limitations of this **Policy**.

1.1 CYBER FINANCIAL FRAUD

We shall indemnify **You** for **Your Financial Loss** arising directly from a **Cyber Event** which **You** first discovered during the **Coverage Period**.

1.2 RESTORATION COSTS

We shall indemnify **You** for **Restoration Costs** arising directly from a **Cyber Act** which **You** first discovered during the **Coverage Period**.

1.3 IDENTITY THEFT

We shall indemnify **You** for **Identity Theft Expenses** arising directly from an **Identity Theft**, which **You** first discovered during the **Coverage Period**.

1.4 ONLINE SHOPPING

We shall indemnify **You** for loss of transactions **You** have been dishonestly induced to enter by a **Third Party** by electronic means to make a purchase of goods or services which are not delivered or provided within a reasonable time and in any event at least 14 days after the date by which delivery or provision was agreed or expected.

Provided, with respect to each of the above Insuring Agreements, as a condition precedent to coverage under this **Policy**, you shall give **Us** written notice of the claim as set forth in Special Conditions 4.4 (Claims Notification).

2. **EXCLUSIONS**

We will not pay or reimburse **You** for any **Loss** arising directly or indirectly from the following:

- 2.1 Any criminal, dishonest, reckless, deliberate or malicious conduct by **You**.
- 2.2 Any dishonest conduct of a **Third Party** who is or has been authorised by **You** (whether or not such authority has been rescinded) to have access to **Your** home or passwords or other access credentials for **Your computer system, Plastic Card, Online Bank Account or Digital Wallet**.
- 2.3 Any **Loss** based upon, arising from or as consequence of physical theft or loss of **Plastic Card**.
- 2.4 Any **Loss** based upon, arising from or as consequence of **Online Bank Account**, or **Plastic Card** issued by **card issuers**, which are not regulated by Bank Negara Malaysia (BNM).
- 2.5 Advance fee fraud whereby **You** are dishonestly induced by a **Third Party** to make an upfront payment by promising later to provide to **You** payment or provide goods or services of a greater value.
- 2.6 Confidence trick involving feigned intentions towards **You**, such as romantic intentions, investments, contracts, loans and the like, gaining **Your** confidence or affections, and then using that goodwill to commit fraud.
- 2.7 Any physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting therefrom.
- 2.8 Any physical loss or damage to tangible property, other than **Restoration Costs**.
- 2.9 In respect of all other operative sections of this policy: pornographic content, illegal content, prize competitions or games of chance.
- 2.10 Any activities carried out by **You** for business or professional purposes.
- 2.11 Infringement of intellectual property rights.
- 2.12 War, hostilities or warlike activities (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes, decrees of government, state or public authorities.
- 2.13 The use of data which **You** are not authorised to use.
- 2.14 Any **Loss** which occurred before the inception of this policy.
- 2.15 If any **Loss** covered under this policy is also covered by another policy, or would have been covered by another policy if this policy did not exist, **We** will only reimburse **Our** share of the claim even if the other insurer refuses the claim.
- 2.16 Any failure or interruption, however caused, of services provided by a **Third Party** including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.
- 2.17 An electromagnetic pulse, nuclear material or radioactive contamination.
- 2.18 Transfers or payments made in the expectation of receiving cash, cash equivalents, in-game items, jewellery, live animals, plants, illegal or restricted goods or services.
- 2.19 Seizure, confiscation, requisition, destruction or damage by law or order of any government, state, public, civil or military authorities.
- 2.20 Funds in **Digital Wallets** stored in a currency other than Ringgit Malaysia (RM).
- 2.21 In-game currencies, crypto-currencies, reward points and air miles.
- 2.22 Any **Loss** involving unregulated digital currency of any kind, unregulated virtual currency of any kind or unregulated cryptocurrency of any kind.
Provided however this Exclusion does not apply to:

(a) **Restoration Costs** under Insuring Agreement 1.2 arising from **Cryptojacking**.

- 2.23 Insolvency of a bank or **card issuer**.
- 2.24 Insolvency of a seller or provider of goods and services.
- 2.25 Any **Loss** in respect of which **You** are entitled to compensation or an indemnity or refund from a **Card Issuer**, bank or seller or provider of goods or services except where this has been requested by **You** in writing and not received within a reasonable period.
- 2.26 Investment losses.
- 2.27 Any payment of a claim or provision of any other benefit under this policy if **We** are prevented from doing so by any **economic sanction** which prohibits **Us** from providing cover under this Policy.
- 2.28 Any act of terrorism, notwithstanding any provision to the contrary within this Policy or any endorsement thereto; or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 2.29 Any **Loss** arising from unlicensed, illegal, or pirated software, music, films or installation of unofficial mobile apps stores.
- 2.30 Any **Loss** arising from any ordinary wear and tear, drop in performance, progressive or gradual deterioration.
- 2.31 Any **Loss** arising out of single **Cyber Event** against the bank and/or any financial institution.
- 2.32 Any **Loss** arising from any purchase of products and services from social media such as Facebook, Instagram, WeChat and the likes.

3. **GENERAL DEFINITIONS**

The following terms wherever they appear in this policy in bold, shall have the meanings specified below:

- 3.1 **Certificate of Insurance** is a prescribed form that shall contain **Your** details, **Your** plan and **Sum Insured**.
- 3.2 **Child(ren)** means a fully dependent child(ren) under the age of twenty-three (23) years who is not married, not employed and is residing in the same household and in the same country of residence as **you** on the **Coverage Period** of Insurance stated in the **Certificate of Insurance**.
- 3.3 **Coverage Period** means the time period the Insured is given coverage as stated in the **Certificate of Insurance**
- 3.4 **Cyber Act** means:
- (a) the fraudulent or malicious input, modification, deletion, corruption, encryption or extraction of **Your Digital Assets**, residing on **Your Computer System**, which is caused by the introduction of malware or hacking by a third party;
 - (b) the fraudulent or malicious disablement of access and control of your **Computer System**, which is caused by the introduction of **Malware** or **Hacking** by a **Third Party**; or
 - (c) **cryptjacking**.
- 3.5 **Cyber Event** means:
- (a) the fraudulent electronic transfer of funds or property from **your** personal account with a financial institution by:
 - (i) a **Third Party**; or
 - (ii) the financial institution acting in good faith upon a fraudulent incoming **Electronic Communication** purporting to have been sent but which was not sent by **You**;
 - (b) **You** acting in good faith upon any fraudulent incoming **Electronic Communication** request and transferring funds or property from your personal account with a financial institution, to the account of a **Third Party**;
 - (c) fraudulent unauthorised use of or electronic transfer of funds stored in **Your** personal **Digital Wallet** held with an **Online Merchant**; or
 - (d) the fraudulent unauthorised online purchases by a **Third Party** that are charged to your **Plastic Card**.
- 3.6 **Cryptjacking** means the unauthorised use of your **Computer System** by a **Third Party** for mining cryptocurrency.
- 3.7 **Digital Assets** means software, programs, **Your** personal **Electronic Data**, digital photos, digital music and digital video stored on **Your computer systems**.
- 3.8 **Digital Wallet** is an e-wallet associated with a user's account with an **Online Merchant** and is intended for effecting payment for the purchase of goods and services through the **Online Merchant's** website.
- 3.9 **Electronic Communication** means:
- (a) electronic mails;
 - (b) instructions given via the online banking or trading platform of a financial institution; or
 - (c) instructions given via the mobile application software (App) of a financial institution.
- 3.10 **Electronic Data** means information stored or transmitted in a digital format.
- 3.11 **Financial Loss** means:
- (a) loss of funds from **your** personal account with a financial institution or from **Your Digital Wallet** with an **Online Merchant**;
 - (b) any associated fees, penalties or interest incurred by **You** which have been levied by the financial institution or **Online Merchant**;
 - (c) reasonable and necessary cost of replacing or reconstituting **Your** personal documents or title deeds;
 - (d) **Plastic Card** charges that you have incurred, including any penalties or interest which have been levied by the financial institution;
 - (e) reasonable and necessary legal costs and expenses **You** incur, with **Our** prior written consent, in pursuing or defending any legal action, arising directly from a covered **Cyber Event**; or
 - (f) actual lost income that would have been earned, whether for partial or whole day's work, for time reasonably and necessarily taken off **Your** work and away from **Your** work premises, solely to attend to the matters requiring attention, directly arising from a covered **Cyber Event**.

- 3.12 **Home** means **Your** private residential property used solely for domestic purposes, the address of which is shown in the **Certificate of Insurance**.
- 3.13 **Hacking** means the unauthorised or malicious intrusion to **Your Computer System**.
- 3.14 **Identity theft** means the online theft or online modification, alteration or corruption by a **Third Party** of **Your Personal Information** to commit fraud using your identity.
- 3.15 **Identity Theft Expenses** means:
- (a) reasonable and necessary expenses (including legal costs) incurred by **You**, with **Our** prior written consent:
 - (i) to correct or reinstate official public records after an identity theft has occurred;
 - (ii) for challenging the accuracy or completeness of a consumer credit report;
 - (iii) for the preparation and attendance at any audit or hearing conducted by a governmental agency;
 - (iv) for the dismissal or withdrawal of civil or criminal proceedings on the basis that the alleged liability rests with the perpetrator of the identity theft and not you; or
 - (v) for the removal of criminal or civil judgments wrongly entered against you.
 - (b) actual lost income that would have been earned, whether for partial or whole day's work, for time reasonably and necessarily taken off **Your** work and away from **Your** work premises, solely to attend to the matters referred to in 3.15 (a) above;
 - (c) costs of:
 - (i) notarizing affidavits or related documents verifying the fraud; or
 - (ii) photocopying and registered mail postage for sending required documentation to law enforcement agencies, credit bureaus, financial institutions, creditors or debt collection agencies; or
 - (d) the cost of loan re-application fees, if your earlier application had been refused solely because the lender had received incorrect credit information about **You** following the **Identity Theft**.
- 3.16 **Loss** means:
- (a) **Financial Loss** for the purpose of Insuring Agreement 1.1 (Cyber Financial Fraud);
 - (b) **Restoration Costs** for the purpose of Insuring Agreement 1.2 (Restoration Costs); or
 - (c) **Identity Theft Expenses** for the purpose of Insuring Agreement 1.3 (Identity Theft).
 - (d) **Online Shopping** for the purpose of Insuring Agreement 1.4 (Online Shopping).
- Loss** does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.
- 3.17 **Malware** means any malicious software or code designed to infiltrate, disrupt, corrupt or damage a computer system or circumvent any network security product or service, including but not limited to viruses, worms, trojan horses, ransomware, adware, spyware and cryptojacking scripts.
- 3.18 **Online Merchant** means a **Third Party** retail business registered with a valid business license according to the jurisdiction of the country which it is situated in and which accepts payment for goods through a secured online payment gateway.
- 3.19 **Online Bank Account** means an account with a bank or other financial institution regulated by Bank Negara Malaysia (BNM), the operation of which requires a password or other credentials provided by the bank or financial institution, by which **You** are able to conduct online financial transactions including payments or transfers.
- 3.20 **Personal Information** means information or data relating to **Your** personal identity which publicly documents, authenticates or proves **Your** genuine identity or good standing.
- 3.21 **Plastic Card** means any credit, debit, charge or store card that is registered to **Your** name.
- 3.22 **Policy** means this insurance document and the **Policy Schedule**, including any endorsements.
- 3.23 **Policyholder** refers to Alliance Bank Malaysia Berhad (Company Reg. No 198201008390 (88103-W)).
- 3.24 **Policy Period** means the period of the master policy as set forth in the **Policy Schedule**.
- 3.25 **Policy Schedule** means the **Policy Schedule** containing the **Policyholder's** details, and **Period of Insurance**. The **Policy Schedule** forms part of the master policy.
- 3.26 **Restoration Costs** means reasonable and necessary costs and expenses **You** incur, with **Our** prior written consent:

- (a) for investigating, reconfiguring and repairing any damage to **Your Computer System**;
 - (b) for retrieving or replacing **Your Digital Assets**; or
 - (c) for locating and removing **Malware** from **Your Computer Systems** following a **Cyber Act**.
- We** can at **Our** sole discretion settle **Your** claim for **Restoration Costs** under this **Policy**, with new for old with provision for wear and tear deduction if necessary.
- 3.27 **Tax** means 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.
- 3.28 **Third Party** means any natural person or entity other than **You**, acting on their own accord, without **Your** knowledge, consent, assistance or participation.
- 3.29 **Computer System** means:
- (a) any home computer network, router, hardware, **Digital Assets** therein and all associated input and output devices, which is owned by **You** and used mainly by **You** for personal purposes, and which is located at **Your** home; or
 - (b) mobile phones, laptops, notebook or tablets, which are owned by **You** and used mainly by **You** for personal purposes.
- 3.30 **You / Your / Insured** means the person named in the **Certificate of Insurance**, his/her spouse and children residing in the **Insured's** household.
- 3.31 **We / Us / Our / Insurer** means Zurich General Insurance Malaysia Berhad (Company Reg. No. 201701035345 (1249516-V))

4. **SPECIAL CONDITIONS**

4.1 **Eligibility**

To be eligible under this **Policy**:

- (a) The **Insured** named in the **Certificate of Insurance** must be a Malaysia citizen, a permanent resident of Malaysia or a foreigner with a valid Work Pass, Student Pass, Dependent's Pass or Long-Term Visit Pass.
- (b) The **Insured** named in the **Certificate of Insurance** must be at least eighteen (18) years of age on the Effective Date of Insurance.

4.2 **Cash Before Cover**

1. It is fundamental and an absolute special condition of this contract of Insurance that the premium due must be paid and received by **Us** before Insurance cover is effective. Payment shall be deemed to have been effected to **Us** or the intermediary when one of the following acts takes place:
 - (a) Cash or honoured cheque for the premium is handed over to **Us** or the intermediary;
 - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (c) A payment through an electronic medium including the internet is approved by the relevant party;
 - (d) A credit in favour of **Us** or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to **Us** on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by **Us**. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

4.3 **Sum Insured and Deductible**

Our maximum liability for each and every **Loss** and all **losses** in the aggregate under this **Policy** shall not exceed the Sum Insured stated in **Your Certificate of Insurance**.

We shall only be liable for that part of each and every **Loss** which is in excess of the **Deductible** stated in **Your Certificate of Insurance**.

4.4 **Mandatory Claims Documents**

The documents required include, but not limited to the following:

- a) Validation of identity of **Insured**
- b) Proof of **Insured's** financial loss
- c) Corresponding bank's internal investigation report
- d) **Insured's** police report

4.5 **Claims Notification**

- (a) As soon as **You** become aware during the **Coverage Period** of any fact or circumstances that is reasonably likely to result in a **Loss** covered under this **Policy**, **You** must notify **Us** as soon as possible, but no later than thirty (30) days after discovery.
- (b) **You** shall provide **Us** with all information, assistance and cooperation which we reasonably request and shall:
 - (i) take all reasonable steps to mitigate or avoid a loss under this Policy;
 - (ii) keep any damaged **Computer Systems** and other evidence, and allow **Us** to inspect it;
 - (iii) attempt to recover financial loss relating to a claim under Insuring Agreement 1.1 (Cyber Financial Fraud) and Insuring Agreement 1.4 (Online Shopping) from a financial institution or online merchant (as applicable), that may be responsible for all or part of the financial loss; and
 - (iv) do nothing that may prejudice our potential or actual rights of recovery with respect to a loss.
- (c) With respect to Insuring Agreement 1.1 (Cyber Financial Fraud), **You** must report to the police as well as the issuers of **Your Plastic Card** (where applicable) and/or the financial institution where **Your** personal account is held (where applicable) or the **Online Merchant** holding **Your Digital Wallet** (where applicable) as soon as practicable but no later than twenty four (24) hours after your discovery of a **Cyber Event**.
- (d) With respect to Insuring Agreement 1.3 (Identity Theft), **You** must report to the police as well as the issuers of the **Plastic Card** (where applicable) and the financial institution (where applicable) as soon as practicable but no later than twenty four (24) hours after your discovery of the **Identity Theft**.
- (e) With respect to Insuring Agreement 1.4 (Online Shopping), **You** must report to the police as well as the issuers of the **Plastic Card** (where applicable) and the financial institution (where applicable) or the **Online Merchant** holding **Your Digital Wallet** (where applicable) as soon as practicable but no later than twenty four (24) hours after **Insured** discovery of the undelivered Online Shopping purchase(s).

4.6 **Legal Defence**

It shall be **Your** duty and not **Our** duty to defend any legal proceedings brought against **You**. We shall have the right and shall be given the opportunity to effectively associate with **You** in the investigation and defence of any

legal proceeding. **You** shall not admit any liability or responsibility or agree to make any payment, without **Our** prior written consent.

4.7 **Duty of Care**

It is a condition precedent under this **Policy** or contract that **You** must:

- (a) make sure that **Your Computer System** is used and maintained as recommended by the manufacturer or supplier;
- (b) take reasonable measures to safeguard **Your Computer Systems**, including the installation of anti-malware software. It is recommended that you update your anti-malware software regularly in accordance with the vendor's recommendation and regularly back-up your **Digital Assets**;
- (c) take reasonable measures when disposing of and destroying **Your Computer System** to protect **Your Digital Assets**;
- (d) take reasonable measures to safeguard **Your Personal Information, Plastic Card** and details of **Your** accounts with financial institutions and **Online Merchants**; and
- (e) take reasonable measures to authenticate and verify the identity of the sender of an **Electronic Communication to You**, requesting the transfer of funds including the sender's entitlement to request and receive such funds, prior to such funds being transferred from **Your** personal account with a financial institution to an account of a **Third Party**.

5. GENERAL CONDITIONS (APPLICABLE TO THE ENTIRE POLICY)

5.1 Alteration

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 the last known address give seven (7) days' notice of any alterations to this Policy with a valid reason.

5.2 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.

5.3 Renewal

This **Policy** may be renewed, with payment of the premium in advance at **Our** premium rate in force at time of renewal.

5.4 Cancellation

This **Policy** may be cancelled at any time at the **Policyholder** request in writing to **Us**. No refund shall be given where a claim has been lodged under this **Policy**.

We may also terminate the insurance by sending the **Policyholder** seven (7) days' notice with valid reason by registered letter to the **Policyholder** last known address and **We** shall be liable to refund a rateable proportion of the premium for the unexpired term from the date of cancellation.

5.5 Confidentiality

The **Policyholder** and **You** will make reasonable efforts not to disclose the existence of this **Policy**.

5.6 Fraud

If **You** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, the **Certificate of Insurance** shall become void from the beginning and all claims thereunder shall be forfeited.

5.7 Geographical Coverage

Worldwide

5.8 Interpretation

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of this **Policy** shall be determined in accordance with the law of Malaysia and in accordance with the English text as it appears in this **Policy**.

5.9 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.

5.10 Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this **Policy**.

5.11 Other Insurance

This **Policy** shall apply in excess of any other valid and collectible insurance policy available to the **Insured**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Sum Insured under this **Policy**.

5.12 Portfolio Withdrawal

We reserve the right to cancel the portfolio as a whole if **We** decide to discontinue underwriting this insurance product with a valid reason. Cancellation of the portfolio as a whole shall be given by prior written notice of thirty (30) days to the **Policyholder** and **We** will run off all **Certificate of Insurance** to expiry of the **Coverage Period** within the portfolio.

5.13 Sanctions

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

5.14 Subrogation

In the event of any payment to **You** under this **Policy**, **We** shall be subrogated to the extent of such payment to all **Your** rights of recovery, and **You** shall execute all papers required and shall do everything necessary to secure and preserve such rights.

5.15 Governing Law

This **Policy** will be governed by and interpreted in accordance with Malaysia law.

5.16 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**.

5.17 Valuation and foreign currency

All premiums, limits of liability, sub limits, deductibles, retentions, losses and other amounts under this **Policy** are expressed and payable in Ringgit Malaysia. Except as otherwise provided, if judgement is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than Ringgit Malaysia, payment under this **Policy** shall be made in Ringgit Malaysia at the cash rate of exchange for the purchase of Ringgit Malaysia in accordance with Bank Negara Malaysia on the date the final judgement is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010 (PDPA)

The Personal Data Protection Act 2010 (hereinafter referred to as 'the Act'), which regulates the processing of personal data in commercial transactions, applies to Zurich General Insurance Malaysia Berhad ("hereinafter referred to as **We/Us/Our**"). **You** may make inquiries, complaints, request for access, update, correct or change any of **Your** personal data, limit the processing of **Your** personal data and/or to opt-out of **Our** use at any time hereafter by submitting such request to **Us** by sending an email to callcentre@zurich.com.my. Requests for opt-out must state clearly the full name, identity document number, certificate number, telephone number and address of the person making such request.

The processing of **Your** personal data is subject to **Our** Personal Data Protection Notice as published on corporate website <https://www.zurich.com.my/pdpa>

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**, **Certificate of Insurance** 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
Email: 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 (BNMLINK)

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: bnmlink@bnm.gov.my

The benefit(s) payable under this product is (are) protected by PIDM up to limits. For more information, please refer to PIDM's Takaful and Insurance Benefits Protection System brochure on our website www.zurich.com.my or on PIDM's website www.pidm.gov.my

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