

# Active Living Personal Accident Policy

# **OUR AGREEMENT**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

#### **GENERAL DEFINITIONS**

Certain words have been defined below. These have the same meaning wherever they are used in the policy. They 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 and results in the Insured Person suffering death, disablement or Bodily Injury.

# **Bodily Injury**

shall mean Bodily Injury sustained in Accident directly and independently of all other causes.

# **Eligibility Age**

shall mean the age eligibility of the Insured Person to qualify to purchase this policy and ranges from eighteen (18) to seventy five (75) years. All ages refers to the age of the Insured Persons next birthday.

# **Effective Date**

shall mean the date from which the insurance coverage under this policy in respect of any Insured Person becomes effective as specified in the Policy Schedule.

# 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:

- (a) has facilitied for diagnosis and major surgery
- (b) provides 24-hours a day nursing services by registered and graduate nurses
- (c) is under the supervision of a doctor; and
- (d) 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.

# Insured Person/You/Your

shall mean Insured Person named in the policy Schedule who is:

- (a) a Malaysian citizen; or
- (b) a Permanent Resident of Malaysia with valid working permit or employment pass issued by the Malaysian Government.

# **Loss of Hearing**

shall mean permanent irrecoverable loss of hearing.

# **Loss of Limb**

shall mean loss by physical separation at or above the wrist or ankle joint.

Loss of Sight

shall mean the entire and permanent irrecoverable loss of sight.

# **Loss of Sight**

shall mean the entire and permanent irrecoverable loss of sight.

#### Loss of Speech

shall mean total permanent inability to communicate verbally.

#### Loss of Use

shall mean permanent total functional disablement and is treated like total of said limb or organ and not in terms of professional or occupational incapacity or disability of the Insured Person.

#### **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 Bodily Injury and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the Insured Person from engaging in employment of any and every kind for the remainder of his/her 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 scope of his licensing and training in Malaysia, and
- ii) duly registered with the Malaysian Medical Council to practice medicine,
- iii) excluding a doctor, physician or surgeon who is the claimant himself/herself.

# **Pre-Existing Medical Conditions**

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

- (a) the Insured Person had received or is receiving treatment;
- (b) medical advise, diagnosis, care or treatment has been given or recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person.

#### **Principal Sum Insured**

shall mean the sum insured of Benefit A - Accidental Death & Permanent Disablement as stipulated in the Policy Schedule.

# RM

shall mean in Ringgit Malaysia; the currency of Malaysia.

# **Policy Schedule**

the Policy Schedule containing your details, Sum Insured, Principal Sum Insured and Period of Insurance. The Policy Schedule forms part of the policy.

# Sum Insured

Shall mean the sum insured of Benefit B – Broken Bones, C- Accidental Daily Hospital Income, D – Wellness benefits and optional riders.

# The Company/We/Us/Our

shall refer to Zurich General Insurance Malaysia Berhad, which shall include the permitted assign and successor in title.

# War

shall mean a contest by force between two 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, by the sovereign.

# TABLE OF BENEFITS

Benefits	Description	Plan Type	
Benefit A	Accidental death or permanent total disablement occurring within twelve (12) calendar months of the Accident	The scale of compensation as stated in the Compensation Table for Accidental Death and Permanent Disablement.	
Benefit B	Broken / Fracture Bones	The scale of compensation as stated in the Compensation Table for Broken / Fracture Bones.	
Benefit C	Accidental Daily Hospital Income	We will pay the amount specified in the Policy Schedule if the Insured Person is hospitalized for a minimum of twelve (12) continuous hours due to an Accident.	
Benefit D	Wellness Benefits	The type of benefits as stated in the Wellness Health Screening and DOCTOR2U programme provisions in this Policy	
Option Riders (Ba	asic and Super-sized Riders)		
Rider 1	Dislocation		
Rider 2	Burns		
Rider 3	Nursing Care Allowance	Reimbursement of expenses incurred per Accident up to the amount	
Rider 4	Funeral Expenses	stated in the Optional Riders Section in the Policy Schedule.	
Rider 5	Medical Reimbursement due to Dengue or ZIKA		
Rider 6	Death due to Dengue, Japanese Encephalitis or Malaria	We will pay the Insured's legal representative the Sum Insured Person specified in the Policy Schedule in the event the Insured Person dies due to Dengue Fever, Japanese Encephalitis or Malaria.	

# BENEFIT A – ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

If, during the Period of Insurance, the Insured Person sustains Bodily Injury as a result of a covered Accident, which solely and independently of any other cause, shall within twelve (12) consecutive months result in death or permanent disablement as provided in the Compensation Table described herein, We will, according to such Compensation Table, compensate the Insured Person or Insured Person's legal representative the respective percentage of Principal Sum Insured as stated in the Policy Schedule.

# **COMPENSATION TABLE**

1. Accidental Death (occurring within twelve calendar months of Accident)		100%
2. Permanent Total Disablement (occurring within twelve calendar months of accident)		
Loss of or permanent total loss of use of two limbs Loss of or permanent total loss of use of both hands or of all fingers and both thumbs Loss of sight of both eyes Total paralysis		
Injuries resulting in being permanently bedridden / paraplegia Total insanity Any other Bodily Injury causing permanent total disablement Loss of or permanent lost of use of arm at shoulder		100%
Loss of or permanent lost of use of arm at shoulder Loss of or permanent total loss of use of arm between shoulder and elbow Loss of or permanent total loss of use of arm at elbow Loss of or permanent total loss of use of arm between elbow and wrist Loss of or permanent total loss of use of hand at wrist		
Loss of or permanent total loss of use of leg	At the hip  Between the knee and hip  Below knee	100%
Loss of eye	Whole eye	100%
	Sight of	100%
	Sight of, except perception to light Lens of	50% 50%
Loss of or permanent total loss of use of four (4) fingers and thumb of one (1) hand		50%
Loss of or permanent total loss of use of four (4) fingers		40%
Loss of or permanent total loss of use of thumb	Both phalanges	25%
	One phalanx	10%
Loss of index finger	Three phalanges	10%
	Two phalanges	8%
	One phalanx	4%
Loss of middle finger	Three phalanges	6%
	Two phalanges	4%
	One phalanx	2%
Loss of ring finger	Three phalanges	5%
	Two phalanges	4%
	One phalanx	2%
Loss of little finger	Three phalanges	4%
	Two phalanges	3%
	One phalanx	2%
Loss of metacarpals	First or second (additional)	3%
	Third, fourth or fifth (additional)	2%
Loss of toes	All phalanges	15%
	Great or both phalanges	5%
	Great or one phalanx	2%
	Other than great, if more that one	1%
	toe lost, each	
Loss of hearing	Both ears	75%
	One ear	15%
Loss of Speech		50%
Shortening of arm	More than 1" up to 2"	2.5%
	More than 2" up to 4"	5.0%
	More than 4"	12.5%
Shortening of leg	More than 1" up to 2"	5%
	More than 2" up to 4"	10%
	More than 4"	25%

The degree of shortening of limbs must be certified by a specialist's medical report.

Where the Bodily Injury is not specified, we reserve the right to adopt a Percentage of the disablement, which, in its opinion, is not inconsistent with the provisions of the above Compensation Table.

Permanent total loss of use of member shall be treated as loss of member. Loss of speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one Accident shall not exceed 100% of the Principal Sum Insured. In the event a total of 100% is paid during the period of this Policy, all insurance hereunder shall immediately cease to be in force. All other losses less than 100% if paid according to the Compensation Table above shall reduce the coverage by that amount from the date of Accident until the expiry of this Policy.

# **BENEFIT B - BROKEN / FRACTURE BONES**

If, during the Period of Insurance, the Bodily Injury arises by Accident and a doctor certifies, leads to the Bodily Injury as stated in the Compensation Table for broken / fracture bones, We will pay compensation as percentage of RM 20,000 according to the below Compensation Table.

Compensation Table	Percentage
Neck	100%
Hip/Pelvis	50%
Skull	30%
Thigh, Heel, Upper Arm	30%
Ankle, Lower Leg, Shoulder Blade, Elbow	30%
Lower Jaw, Collarbone	20%
Lower Arm, Wrist	20%
Sternum, Kneecap	20%
Hand, foot, coccyx	10%
Cheekbone	10%
Vertebrae, Ribs	5%
Nose	5%
Thumb	5%
Toes, or Fingers	1%

# BENEFIT C - ACCIDENTAL DAILY HOSPITAL INCOME

In the event, during the Period of Insurance, the Insured Person requires hospitalization due to an Accident, We will pay an amount equal to the Accidental Daily Hospital Income as specified in the Policy Schedule for each day during which the Insured Person is confined in a Hospital, up to a maximum of two hundred (200) days. This benefit is triggered only if the Insured Person is hospitalised for a minimum of twelve (12) continuous hours due to an Accident.

Every successive confinement as an in-patient caused by or attributable to the same Accident or Bodily Injury is considered to be part of the same period of confinement, unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least twelve (12) consecutive months.

# BENEFIT D - WELLNESS HEALTH SCREENING and DOCTOR 2 U

#### SECTION I - WELLNESS HEALTH SCREENING

The WELLNESS HEALTH SCREENING benefits program designed to provide the following diagnostic which include;

# List of screening

- Blood Test Full Blood Picture
- Renal Function Test
- Liver Function Test
- Lipid Studies
- Blood Glucose
- Urine FEME & Specific Gravity
- eGFR
- Audiometry Test\*
- The list of screening is provided by BP Diagnostic Center Sdn Bhd
- For more information or to schedule an appointment, please call 1-800-88-7171 or log on to www.bphealthcare.com You are entitled to receive a one (1) time Wellness Health Screening after 7 days upon the Effective Date or the anniversary of the Effective Date (if this Policy is renewed in accordance with the Policy Renewal provisions below), as long as You are Insured Person at the time the Wellnesss Health Screening is conducted.
- This benefit must be utilised within 12 months from the Effective Date or the anniversary of the Effective Date (if this Policy is renewed in accordance with the Policy Renewal provisions below) at any of the BP Medical Centres, BP Diagnostic Centres and BP Clinical Lab Outlets during the business hours. This benefit is solely for You and is not transferable, exchangeable, or allowed to be carried forward to the subsequent year.

# Note\*;

- Audiometry Test is available at most of the BP Medical Centres, BP Diagnostic Centres and BP Clinical Lab Outlets.
- In the event Audiometry Test is not available at a particular Centre or Outlet, You may opt for an X-Ray service.

#### SECTION II - DOCTOR2U COMPLIMENTARY SUBSIDY PROGRAM

DOCTOR2U is a mobile phone application that enable You to reach out for house call service provided by a fully-licensed doctor within the area of coverage.

Actual Rate*	Preferred Rate**
RM100 (8.00am – 7.59pm)	RM50 (8.00am – 7.59pm)
RM190 (8.00pm – 7.59am)	RM140 (8.00pm – 7.59am)

- \* Rates are applicable at time of publication and subject to change
- \*\* For first redemption only and applicable at selected locations.
- This benefit must be utilised within 12 months from the Effective Date or the anniversary of the Effective Date (if this Policy is renewed in accordance with the Policy Renewal provisions below.
- This benefit is solely for You and is not transferable, exchangeable or allowed to be carried forward to the subsequent year.
- Doctor2U mobile phone application is developed, owned and administered solely by Ali Health Sdn. Bhd. You are advised to read carefully the terms of service for Doctor2U at http://www.doctor2u.my/terms-of-service/ before you use any of the services provided as these terms of service govern Your use of the Doctor2U services. We shall not be in any way liable, at any time, for any loss, claim, damages, cost and expense of whatsoever nature incurred or sustained by You arising from or as a consequence of using Doctor2U services.

# **OPTIONAL RIDERS**

# a. Dislocation

• Reimbursement up to a maximum limit specified in the Policy Schedule, applicable to dislocation due to an accident which requires surgery under anaesthesia.

#### b. Burns

- Reimbursement up to a limit specified in the Policy Schedule, if the Insured Person suffers from 2nd degree burns onwards due
  to an Accident.
- 2nd degree burns shall mean burns which penetrate beyond the epidermis, causing formation of blisters due to burns on at least 27% of the body surface

# c. Nursing Care Allowance

- Monthly reimbursement (allowance) applicable for post hospitalization due to Accident subject to a maximum of 5 months which
  required medical and necessary services of a registered nurse in the Insured Person home for continuous treatment at the
  recommendation by Zurich appointed medical adviser.
- Such benefits must be administered within 30 days following a discharge from hospital.

# d. Funeral Expenses

- We will pay the Insured Person's legal personal representative the amount specified in the Policy Schedule as Funeral Expenses in the event of Accidental death of the Insured Person.
- This benefit is not applicable to death due to dengue, Japanese Encephalities or Malaria.

# e. Medical Reimbursement due to Dengue or ZIKA virus

• We will reimburse the medical expenses incurred upon diagnosis of dengue fever or Zika virus up to the maximum limit specified in the Policy Schedule. The eligibility of this benefit will only start seven (7) days after the commencement date of the policy.

# f. Death due to dengue, JAPANESE ENCEPHALITIS or Malaria

• We will pay the amount specified in the Policy Schedule to the Insured Person's next of kin or legal personal representative in the event Insured Person dies due to dengue fever, Japanese Encephalitis or Malaria, the eligibility of this benefit will only start seven (7) days after the commencement date of the policy.

# Exclusions applicable to Medical Reimbursement due to Dengue or ZIKA virus and Death due to dengue, JAPANESE ENCEPHALITIS or Malaria

We will not pay if:

- Dengue Fever or Zika Virus that is not diagnosed by a Physian who is duly registered with the Malaysian Medical Association.
- You have been diagnosed with Dengue Fever or Zika Virus within 7 days from the Effective Date.
- You have been diagnosed with more than one Dengue event during the Period of Insurance.

# **SPECIAL PROVISION**

# **Snap-Claim-Pay**

Claim can be made through photo submission in respect of any one Accident if all of the conditions below are fulfilled:

- the total claim amount inclusive of Tax (where applicable) is RM500 or less in a single receipt; and
- image is clear with all details visible.

If We subsequently discover any of the conditions above is not met, You are required to file the proof of claim in accordance with the Claims provisions below.

# **EXCLUSIONS**

This Policy does not cover death or any Bodily Injury or permanent disablement directly or indirectly caused by or in connection with any of the following:-

- 1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising, any act of terrorism. For the purpose of this Policy, any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
- 2. insanity, suicide (whether sane or insane) or any attempt threat, intentional self-inflicted injuries;
- 3. HIV (Human Immunodeficiency Virus Infection) 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 and any form of disease, infection or parasitic infection;
- 4. childbirth, miscarriage, pregnancy or any complications thereof, or pre-existing medical conditions, physical or mental defect or infirmity;
- 5. provoked murder or assault;
- 6. while travelling in an aircraft as a member of the crew;
- 7. while committing or attempting to commit any unlawful act;
- 8. while participating in any professional sports;
- 9. martial arts or boxing, aerial activities including parachuting and hang-gliding (except bungee jumping), underwater activities exceeding 50 metres in depth, professional mountaineering involving the use of ropes or mechanical guides;
- 10. racing (other than on foot), pace-making, speed or reliability trials;
- 11. ionization, radiation or contamination by radioactivity, nuclear weapons materials;
- 12. riding or driving without a valid driving license;
- 13. any existing broken bones or disablement prior to policy inception;
- 14. excluded occupations: Foreign Workers, Construction Workers, Divers, Police, Army / Military and Law Enforcement Officers, Aircraft Testers, Pilots or Crew, Seamen and Sea Fishermen, Racing Drivers, Jockeys, Oil Rig Workers, Sawyers and Timber Logging Workers, Firemen, War Correspondents, Steeplejacks, Stevedores, Persons Engaged In Demolition Of Buildings, Persons Engaged In Ambulance Services, Woodworking Machinists, Explosive Handlers, Underground Tunelling and Mining, and Professional Sport Player.
- 15. Sanction Zurich shall not be deemed to provide coverage or will make any payments or provide any service or benefit to any Insured Person or other party to the extent that such cover, payment, service, benefit would violate any applicable trade or economic sanctions law or regulation.

# **GENERAL CONDITIONS**

# **CASH BEFORE COVER**

• It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by Us before insurance cover is effective.

# **CONDITION PRECEDENT TO LIABILITY**

• The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured Person or his legal personal representative shall be conditions precedent to any liability of Us to make any payment under this Policy.

# **NOTICE**

• Every notice or statement to be given or made under this Policy by the Insured Person or the Insured Person's legal personal representative shall be delivered in writing to the Head Office or any Branch Office of Us.

# **CHANGE OF ADDRESS OR PARTICULARS**

• The Insured Person shall give immediate notice to Us of any change in his/her name, residence, business or occupation. The Insured Person shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which the Insured Person has been affected or has knowledge of.

# **ALTERATIONS**

• We reserve the right to amend any 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 notice in writing to the Insured Person under registered letter to his/her last known address give seven (7) days notice of any alterations to this Policy.

#### **CLAIMS**

- Notice of Bodily Injury on which the claim may be based on and which is covered by this Policy, must be given in writing to Us within thirty (30) days after the occurrence. We, upon receipt of such notice shall furnish the Insured Person with a claim form for filing of proof of claim. This is applicable for claim amount or reimbursement greater that RM 500 in a single receipt inclusive of Tax (where applicable).
- In case of death, reasonable notice shall be given to Us before burial or cremation and We may request to be represented at a post-mortem or examination on the body of the Insured Person. We shall have the right and opportunity to conduct an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place appointed shall be given to Us.
- All certificates, information and evidence required by Us shall be furnished by the Insured Person or the Insured Person's legal personal representative and shall be in such form and of such nature as We may prescribe.

# **POLICY RENEWAL**

- It shall not be incumbent on Us to give notice of renewal to the Insured Person. The premium for the renewal of this Policy shall be deemed to be due on the date on which this Policy expires. However, We shall remain liable for fourteen (14) days from the expiry date of this Policy provided that by the last day of the said fourteen (14) days the renewal premium is actually paid unless We or the Insured Person had given notice that the Policy would not be renewed.
- The Policy shall not in any event be renewable when the Insured Person attains the age of one-hundred (100) years. We reserve the right to referred, declined or revised the premium at the time of renewal based on the portfolio claims experience and shall be applicable and apply to other Insured Person irrespective of claims experience.

# **TERMINATION OF INSURANCE**

# **Termination by the Insured Person**

If the Insured Person gives notice to Us to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. In the event premium has been paid for any period beyond the date of termination of this Policy, Our short period rates shall apply provided that no claim has been made during the current Period of Insurance.

The following scale of short period rates shall apply:

Period insured	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%

# **Termination by Us**

a) We may give notice of termination by registered post to the Insured Person at his or her last known address. Such termination shall become effective seven (7) days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to the Insured Person provided that no claim has been made during the current Period of Insurance.

# **Automatic termination**

The insurance of the Insured Person shall automatically terminate in the event of the following:

- a) on the death of an Insured Person; or
- b) In the event a total of 100% of Principal Sum Insured is paid to the Insured Person during the period of this Policy, all coverages to that Insured Person shall immediately cease to be in force
- c) This Policy shall lapse / terminate at mid-night (standard Malaysian time) on the last day of the Period of Insurance, subject to policy condition stated in the Policy Renewal clause.

# Currency and exchange rates

- a) All payments will be made in Ringgit Malaysia (RM).
- b) All premiums shall be paid in Ringgit Malaysia (RM). In the event that the Insured Person is admitted into a hospital and/or receives medical treatment outside Malaysia and renders bills in a currency other than Malaysia Ringgit, We shall indemnify the Insured Person or the Insured Person's legal personal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date the Insured Person is discharged from hospital.

# **Applicable law**

a) This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Malaysian Courts shall have, exclusive jurisdiction hereto. No action of 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.

# **Arbitration**

All differences arising out of this policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in differences or if they cannot agree upon a single Arbitrator, the decision of two Arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against Us. If We shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

# **Rights of Third Parties**

A person who is not a party of this policy contract shall have no right under the Contracts Act to enforce any of its terms.

# Subrogation

We shall at any time be entitled to undertake in the name of and on behalf of the Insured Person the absolute conduct, control, defence and/or settlement of any proceedings, and at any time to take proceedings at its own expense and for its own behalf, but in the name of the Insured Person, to cover compensation or secure indemnity from any third party in respect of anything covered by this insurance. The Insured Person must cooperate fully with Us to this end and do nothing to prejudice Our rights.

# **Misstatement Or Omission Of Material Fact**

lf:

- a) any answer, disclosure or representation by You, 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 stated in any respect; or
- b) before this contract of insurance is entered into, varied or renewed, You have failed to disclose any fact You 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.
- d) then in any of the above cases, this Policy shall be void.

# **TAX PROVISION**

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 Zurich General Insurance Malaysia Berhad reserves the right to claim or collect the Tax from the Insured in addition to the premium and/or fees payable under this Policy.

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.

# **IMPORTANT**

The Insured Person shall read this Policy carefully, and if any error or misdescription to be found herein, or if the cover be not in accordance with the wishes of the Insured Person, advice should at once be given to Us and the Policy returned for 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, the Schedule and any Endorsement attached therein be read thoroughly.

If You have any complaints or grievances pertaining to Your policy, please contact Your agent, if any or get in touch with Our issuing office. We assure You that Your complaints will be attended to promptly.

As a responsible insurer, We wish to bring to Your attention that You could also address Your 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 You are not satisfied with Our decision, You may write to the Mediator with details of the dispute and particulars of Your policy.

If the Mediators makes an award against Us, You are required to inform the Mediator of Your decision to accept or deny the award within 14 (fourteen) days.

If you do not accept the award, You may reject the decision of the Mediator. You are free to institute a court proceeding against Us or refer it to Arbitration.

You 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 www.zurich.com.my E-mail: CallCentre@zurich.com.my

You may communicate with OFS at:

# **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

Email: enquiry@ofs.org.my Website: www.ofs.org.my

# **Procedures for complaint to CSB**

Alternatively you may put forward your dissatisfaction over the conduct of the Company by writing to CSB giving details of your complaint and particulars of your 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 www.zurich.com.my





