

Personal Sentinel Version 3 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 **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**.

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 **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**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, it may result in avoidance of **Your** contract of insurance, refusal or reduction of your claim(s), change of terms or termination of **Your** contract of insurance.

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

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the **Period of Insurance** the **Insured Person** shall sustain **Bodily Injury** as defined hereinafter which the injury solely and independently of any other cause, result in the **Insured Person's** death or disablement as hereinafter defined or necessitate medical and/or surgical treatment as hereinafter defined, **We** will, subject to the terms, provisions, exclusions and conditions of and endorsed on this Policy pay to the **Insured Person** or in the event of death, to the **Insured Person's** legal personal representative the sum or sums of money specified in the **Policy Schedule**.

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 and results in the **Insured Person** suffering death, disablement or **Bodily Injury**.

Bodily Injury

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

Disability

shall mean a sickness, disease, illness or **Bodily 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 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 facilities 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 **Physician**; 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.

Hospitalisation

shall mean admission to a **Hospital** as a registered in-patient for **Medically Necessary** treatments for a covered **Disability** 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.

Insured Person

shall mean each of the persons described in the **Policy Schedule** as an Insured Person.

Insured/You/Your

shall mean the Insured as named in the **Policy Schedule**

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 Speech

shall mean total permanent inability to communicate verbally.

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 professional or occupational incapacity or **Disability** of the **Insured Person**.

Medically Necessary

shall mean a medical service which is:

- (a) consistent with the diagnosis and customary medical treatment for a covered **Disability**, and
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- (c) not for the convenience of the **Insured Person** or the **Physician**, and unable to be reasonably rendered out of **Hospital** (if admitted as an inpatient), and
- (d) not of an experimental, investigational or research nature, preventive or screening nature, for which the charges are fair and reasonable and customary for the **Disability**.

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 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 or his immediate family members, i.e. siblings, spouse, child or parent.

Pre-Existing Condition

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 advice, 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 original sum insured of Benefit A - Accidental Death as stipulated in the **Policy Schedule**, excluding any accumulation of renewal bonus.

Public Conveyance

shall mean any licensed bus, chartered bus, public bus, taxi, or a scheduled transport service which any member of the public has access to use as a fare-paying passenger.

RM

shall mean in Ringgit Malaysia; the currency of Malaysia.

Policy Schedule

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

Temporary Partial Disablement

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within twenty (20) days from the date of **Accident**, and entirely prevents the **Insured Person** from attending a substantial portion of his ordinary occupation, profession or business for a continuous and uninterrupted of time.

Temporary Total Disablement

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within twenty (20) days from the date of **Accident**, and entirely prevents the **Insured Person** from attending any portion of his ordinary occupation, profession or business for a continuous and uninterrupted of time.

We/Us/Our

shall refer to Zurich General Insurance Malaysia Berhad.

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.

COVERAGE

BENEFIT A – Accidental Death

If the **Insured Person** suffers **Bodily Injury**, shall within twelve (12) consecutive months result in death, **We** will pay the amount stated in the **Policy Schedule**.

BENEFIT B – Accidental Permanent Disablement

If the **Insured Person** suffers **Bodily Injury**, shall within twelve (12) consecutive months result in disablement as provided in the Table of Benefit described herein, **We** will pay according to the respective percentage of the sum insured as stated in the Table of Benefit.

TABLE OF BENEFIT

Description of Disablement	Percentage of sum insured (%)
Loss of Limbs (two limbs)	100%
Loss of both hands, or of all fingers and both thumbs	100%
Injuries resulting in being permanently bedridden	100%
Total insanity	100%
Any other injury causing Permanent Total Disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg	100%
	- at hip 100%
	- between knee and hip 100%
	- below knee 100%
Eye: Loss of	100%
	- whole eye 100%
	- Sight 100%
	- Sight , except perception of light 55%
	- lens 55%
Loss of four (4) fingers and thumb of one (1) hand	55%
Loss of four (4) fingers	45%
Loss of thumb	35%
	- both phalanges 20%
	- one (1) phalanx 20%
Loss of index finger	20%
	- three (3) phalanges 15%
	- two (2) phalanges 10%
	- one (1) phalanx 10%
Loss of middle finger	10%
	- three (3) phalanges 7%
	- two (2) phalanges 5%
	- one (1) phalanx 8%
Loss of ring finger	7%
	- three (3) phalanges 5%
	- two (2) phalanges 7%
	- one (1) phalanx 5%
Loss of little finger	7%
	- three (3) phalanges 6%
	- two (2) phalanges 5%
	- one (1) phalanx 6%
Loss of metacarpals	6%
	- first and second (additional) 5%
	- third, fourth and fifth (additional) 25%
Loss of toes	25%
	- all phalanges 10%
	- great, both phalanges 5%
	- great, one (1) phalanx 4%
	- other than great, if more than one toe lost each 80%
Loss of Hearing	30%
	- both ears 60%
	- one (1) ear 60%
Loss of Speech	60%
Shortening of arm	5%
	- more than 1+ up to 2+ 8%
	- more than 2+ up to 4+ 15%
	- more than 4+ 15%
Shortening of leg	8%
	- more than 1+ up to 2+ 15%
	- more than 2+ up to 4+ 30%
	- more than 4+ 30%

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 Table of Benefit.

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

The aggregate of all percentages payable in respect of any one **Accident** shall not exceed 100%. In the event a total of 100% is paid, all insurance hereunder shall immediately cease to be in force. All other losses less than 100% if having been paid shall reduce the coverage under Benefit A by that amount from the date of **Accident** until the expiry of the Policy.

BENEFIT C – Double Indemnity

We will pay the amount stated in the **Policy Schedule** if either one of the following events occurred:

- i. death due to **Accident** whilst traveling as a fare paying passenger on any mode of **Public Conveyance**.
- ii. death due to **Accident** whilst travelling as a fare paying passenger on Grab, Uber and e-hailing car services.
- iii. total paralysis or quadriplegia due to any **Accident**.
- iv. death due to fire at **Insured Person's** own residence (own residence is defined as the place the **Insured Person** has resided permanently for more than one (1) year.)

This benefit is only applicable to either one of the above items (i) to (iv).

In respect to the same **Accident**, this benefit is payable in addition of Benefit A . Accidental Death or Benefit B . Permanent Disablement.

BENEFIT D - Accidental Medical Expenses

If the **Insured Person** suffers **Bodily Injury** and incurs **Medical Expenses** within twelve (12) consecutive months from the date of the **Accident**, **We** will reimburse the expenses incurred per **Accident** up to the maximum amount stated in the **Policy Schedule**.

The medical and surgical expenses shall be paid by the **Insured Person** to a dentist, **Physician** or **Hospital** for treatment of **Bodily Injury** but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

The following Benefits D1 to D5 are subject to sub-limit as stated in the **Policy Schedule** as part of the limit of BENEFIT D . Accidental Medical Expenses:

BENEFIT D1 - Medical and Post-mortem Report Fees

We will reimburse the actual cost of obtaining medical or post mortem report fees up to the sub-limit stated in the **Policy Schedule** but only if such reports are specifically required by **Us** for processing of claims.

BENEFIT D2 - Traditional Treatment

If the **Insured Person** suffers **Bodily Injury** and as a result of this confined in a **Hospital**, **We** will reimburse the costs of post-**Hospitalisation** traditional treatment including medicine up to the maximum limit per visit as stated in the **Policy Schedule**. The total amount payable under this benefit shall not exceed the amount stated in the **Policy Schedule**.

Traditional Treatment shall mean traditional medical practitioner who is an acupuncturist, bonesetter, chiropractor, osteopath and/or physiotherapist, excluding any traditional medical practitioner who is the claimant himself or his immediate family members, i.e. siblings, spouse, child or parent.

BENEFIT D3 - Dengue Fever, Malaria & Japanese Encephalitis

If the **Insured Person** is diagnosed with Dengue Fever, Malaria or Japanese Encephalitis and incurs cost of **Hospitalisation** for treatment of such diagnosis, **We** will also reimburse the cost of **Hospitalisation** up to the sub-limit stated in the **Policy Schedule**.

BENEFIT D4 - Ambulance Fees

If the **Insured Person** suffers **Bodily Injury**, which necessitates the use of an ambulance, **We** will reimburse the Ambulance Fees up to the sub-limit stated in the **Policy Schedule** for transportation to **Hospital**.

BENEFIT D5 - Cashless Hospital Admission

If the **Insured Person** suffers **Bodily Injury** and as a result of this, confined in a **Hospital**, **We** will facilitate the **Insured Person's** admission into a licensed participating local **Hospital** in Malaysia by providing any guarantee required by the **Hospital**. Thereafter, **We** will also facilitate the **Insured Person's** discharge from the same **Hospital** provided the final bill from the **Hospital** does not exceed the **Insured Person's** benefit limit of BENEFIT D - Accidental Medical Expenses as stated in the **Policy Schedule**.

This cashless benefit will only be activated after seven (7) working days from the submission and acceptance of the **Insured Person's** proposal to any of **Our** registered office.

BENEFIT E – Weekly Benefit (OPTIONAL)

BENEFIT E1 - Temporary Total Disablement

If the **Insured Person** suffers **Temporary Total Disablement**, **We** will pay the weekly amount stated in the **Policy Schedule** for each week or part of a week that the **Insured Person** remains in a state of **Temporary Total Disablement**.

BENEFIT E2 - Temporary Partial Disablement

If the **Insured Person** suffers **Temporary Partial Disablement**, **We** will pay the weekly amount at stated in the **Policy Schedule** for each week or part of a week that the **Insured Person** remains in a state of **Temporary Partial Disablement**

Compensation under Benefits E1 and E2 either separately or together is payable up to a maximum period of fifty-two (52) weeks per **Accident**. Benefit E shall cease on the date the disablement becomes **Permanent Total Disablement**.

BENEFIT F - Daily Hospital Income

If the **Insured Person** suffers **Bodily Injury** and as a result of this, confined in a **Hospital** as a registered in-patient, **We** will pay the daily amount stated in the **Policy Schedule** for each day of confinement of the **Insured Person** in the **Hospital**. The maximum period payable for this benefit is one hundred and twenty (120) days.

BENEFIT G – Death due to Zika or Chikungunya

If the **Insured Person** is diagnosed with Zika or Chikungunya, shall within twelve (12) consecutive months result in death, **We** will pay 10% of the **Principal Sum Insured**.

BENEFIT H – Death due to Dengue Fever, Malaria or Japanese Encephalitis

If the **Insured Person** is diagnosed with Dengue Fever, Malaria or Japanese Encephalitis, shall within twelve (12) consecutive months result in death, **We** will pay 10% of the **Principal Sum Insured**.

BENEFIT I - Emergency Cash

If the **Insured Person** suffers **Bodily Injury** which results in death, **We** will pay to the **Insured Person's** legal personal representative the amount stated in the **Policy Schedule** as emergency cash upon immediate presentation of the following documents:

- a) Police report
- b) Death certificate, post-mortem report or burial permit. However, the payment of this emergency cash is not an immediate admission of liability. In the event that **Accidental** death does not fall within the terms, provisions, exclusions and conditions of this Policy, the aforesaid sum paid shall be refunded to **Us**.

BENEFIT J – Prosthesis/ Wheelchair – Permanent Total Disablement

If the **Insured Person** suffers **Bodily Injury** which results in **Permanent Total Disablement** and incurs expense which is necessarily and reasonably required for the purchase of a wheelchair, artificial arm or leg or crutches as recommended by the attending **Physician**, **We** will reimburse the expenses incurred per **Accident** up to the maximum amount stated in the **Policy Schedule**.

BENEFIT K – Prosthesis/ Wheelchair – Partial Disablement

If the **Insured Person** suffers **Bodily Injury** and incurs expense which is necessarily and reasonably required for the purchase of a wheelchair, artificial arm or leg or crutches as recommended by the attending **Physician**, **We** will reimburse the expenses incurred per **Accident** up to the maximum amount stated in the **Policy Schedule**.

BENEFIT L – Dental Correction or Corrective Cosmetic Surgery

If the **Insured Person** suffers **Bodily Injury** and incurs expenses for dental correction or corrective cosmetic surgery performed on the **Insured Person's** neck, head or chest (navel up), **We** will reimburse the expenses incurred per **Accident** up to the maximum amount stated in the **Policy Schedule**, provided such dental correction and/or corrective cosmetic surgery is recommended and performed by a **Physician** or dentist.

BENEFIT M - Kidnap Benefit

We will pay the **Insured Person's** family a lump sum of Ringgit Malaysia five thousand (RM5,000) for necessary expenses incurred by the **Insured Person's** family to recover the **Insured Person** and also offer a reward of Ringgit Malaysia twenty-five thousand (RM25,000) to the **Insured Person** for information leading to the recovery of the **Insured Person** provided that the **Insured Person** is alive at the time of recovery.

The payment of this benefit is subject only upon verification and confirmation by the police that a ransom has been demanded by the kidnapers for the return of the **Insured Person**. Where no demand of ransom has been made, **We** have absolute discretion whether or not to make any payment under this benefit. The **Principal Sum Insured** will be paid in full if the kidnapped **Insured Person** is not recovered after a period of one (1) year from the day of the kidnap.

BENEFIT N - Blood Transfusion

If the **Insured Person** contracts Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as a result of a blood transfusion whilst the **Insured Person** is undergoing medical treatment, **We** will pay 10% of the **Principal Sum Insured**. Notification and proof of incident will be required via a statement from the attending **Physician** or **Hospital** that the infection is acquired by blood transfusion.

BENEFIT O - Permanent Impotency or Infertility

If the **Insured Person** suffers **Bodily Injury** which results in permanent and irreversible impotency or infertility, **We** will pay 10% of the **Principal Sum Insured**. Such permanent impotency or infertility must be certified by a **Physician**.

BENEFIT P – Personal Liability

If the **Insured Person** shall become legally liable to pay to third party in respect of accidental bodily injury to third party or accidental damage to property of third party, **We** will indemnify the **Insured Person** up to the amount stated in the **Policy Schedule**. The territorial limit of this benefit is within Malaysia only.

If any claim is proven to be fraudulent after payment is made, **We** will retrieve all payments made in respect of that fraudulent claim. **We** further reserve the right to take any further action, including legal action against the claimant in such case.

Exclusions Applicable To Benefit P – Personal Liability

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

1. Liability assumed by the **Insured Person** by agreement unless such liability would have attached to the **Insured Person** notwithstanding such agreement;
2. Liability in respect of accidental bodily injury to any person who at the time of sustaining such injury is engaged in the service of the **Insured Person** or for compensation claimed from the **Insured Person** by an injured person or dependent under any Workmen's Compensation legislation;
3. Liability in respect of accidental bodily injury to any person who is a member of the **Insured Person's** own family or a member of the **Insured Person's** household;
4. Liability in respect of damage to property belonging to or in the charge or under the control of the **Insured Person** or of any servant or agent of the **Insured Person**;
5. Liability in respect of accidental bodily injury or damage of property caused by or in connection with or arising from:
 - o The ownership or possession or use by or on behalf of the **Insured Person** of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
 - o The ownership or possession or use by or on behalf of the **Insured Person** of any land or building;
 - o Any employment, profession or business of the **Insured Person** or anything done in connection therewith or for the purpose thereof.
6. Liability of whatsoever nature for
 - o Personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - o The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances
 - o Fines, penalties, punitive or exemplary damages.

Conditions Applicable To Benefit P – Personal Liability

1. The **Insured Person** shall not without **Our** consent in writing repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and **We** shall be entitled if it so desires to take over and conduct in the name of the **Insured Person** the defence of any claim or to prosecute in the name of the **Insured Person** at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured Person** shall give all such information and assistance as **We** may require.
2. If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof **We** shall not be liable for more than its rateable proportion thereof.

BENEFIT Q – Renewal Bonus

Upon renewal of this Policy (provided such renewal is continuous and the Policy has not been allowed to lapse in any one given year) the **Principal Sum Insured** shall be increased by 15% per year up to a maximum of 150% of the **Principal Sum Insured**.

Renewal Bonus shall only be applicable to the following benefits:

- Benefit A . Accidental Death
- Benefit B . Accidental Permanent Disablement
- Benefit C . Double Indemnity

BENEFIT R - Referral Emergency Assistance Programme

We have an agreement with Asia Assistance Network (M) Sdn Bhd (hereinafter known as **the Service Provider**), to provide a comprehensive referral emergency assistance programme.

Asia Assistance
24 Hours Service Hotline
603 78415630

Insured Person may place a reverse charge call/call collect to the **Service Provider's** 24 Hours service hotline at any time seven (7) days a week for any of the services described below:

1. International Medical Assistance Programme

Services described herein are available to **Insured Person** traveling anywhere outside Malaysia with each trip not exceeding ninety (90) consecutive days.

- 1.1 Tele-Medical Consultation of the **Insured Person's** Condition
When medical advice is needed during travel outside Malaysia, the **Insured Person** is to call the **Service Provider** for assistance and advice. The **Service Provider's** duty doctor will provide help over the phone.
Important: The telephone conversation does not amount to the establishment of a diagnosis and must be considered as advice only.
- 1.2 Medical Referral and Arrangement of Medical Appointments
Upon request, the **Service Provider** shall provide the names, addresses and telephone numbers of **Physicians** (including both general practitioners and specialists), **Hospitals**, dentists, and dental clinics. The **Service Provider** will attempt upon request to confirm the availability of the applicable medical or dental professional to make an appointment for treatment.
- 1.3 Arrangement of **Hospital** Admission Guarantee
In the event that the emergency admission is needed and **Insured Person** has no means for the required **Hospital** admission deposit, the **Service Provider** will provide admission guarantee on behalf of the **Insured Person**, such service shall be subjected to the **Service Provider** having first securing payment guarantee through credit card or funds from the **Insured Person's** family.

- 1.4 Dispatch of Medication Not Available Locally
The Service Provider will dispatch the necessary medication not available locally in case of an emergency and where local laws, rules and regulations allow such dispatch. Cost of Medicine shall be borne by the **Insured Person** and the Service Provider shall pay for the cost of such dispatching.
- 1.5 Medical Evacuation
Following a medical emergency and **Hospitalisation**, when the Service Provider's doctor in consultation with the attending medical practitioner determines that local medical facility is inadequate to treat the **Insured Person**, the Service Provider will arrange for medical evacuation under constant medical supervision to the nearest adequate medical facility.
- 1.6 Medical Supervised Repatriation
If the Service Provider's doctor, in consultation with the local attending medical practitioner, determines the treatment should continue at a medical facility nearer home following stabilisation, the Service Provider will arrange for the repatriation under constant medical supervision. All decisions as to the means of transportation and the final destination will be made by the Service Provider or its authorized representative, and will be based solely upon medical necessity.

The Medical Evacuation and Medical Supervised Repatriation services described in 1.5 and 1.6 above shall be organised by the Service Provider and paid by **Us** subject to Policy terms and conditions. All costs incurred are subject to a limit of US Dollar one million (USD1,000,000) per **Insured Person** per event.

- 1.7 Medical Monitoring & Emergency Message Transmission
The Service Provider will monitor the **Insured Person's** condition if the **Insured Person** is hospitalised and will keep the **Insured Person's** employer or family informed, with prior agreement of the **Insured Person** in writing, unless this is not practicable.
- 1.8 Repatriation of Mortal Remains
If an **Insured Person** dies while on the trip due to a sickness or an **Accident**, the Service Provider or its authorized representative will organize and pay for all expense incurred for the return of the body or remains to the **Insured Person's** country of origin. All costs incurred for such repatriation is subject to a maximum limit of Ringgit Malaysian fifty thousand (RM50,000).
- 1.9 Visit to Bedside by a Friend/Relative
If the **Insured Person's Hospitalisation** outside Malaysia is expected to last more than seven (7) consecutive days, and the Service Provider's duty doctor agrees that it is **Medically Necessary** for a relative/friend to be by the **Insured Person's** side provided no travel companion is with the **Insured Person**, the Service Provider will arrange and **We** shall pay for one economy class return transportation and hotel room accommodation for a relative/friend to visit the **Insured Person**. The cost of hotel room accommodation is subject to a limit of Ringgit Malaysian eight hundred (RM800) per night up to a maximum of Ringgit Malaysian three thousand five hundred (RM3,500).
- 1.10 Return of Children Travelling with the **Insured Person**
In the event that the **Insured Person** is hospitalised and the **Insured Person's** medical condition prevents the **Insured Person** from caring for the **Insured Person's** minor children (below age of eighteen (18) years old) travelling with the **Insured Person** and no relative is on the spot able to care for them, the Service Provider will arrange for one way economy class transportation for the children to be sent back to their home country. **We** shall pay for the cost incurred for the one-way economy class ticket for all minor children when travelling with the **Insured Person**.

2. Domestic Medical Assistance Programme

The services described herein are available to the **Insured Persons** traveling anywhere within Malaysia.

- 2.1 Tele-medical consultation of the **Insured Person's** condition.
When medical advice is needed during traveling within Malaysia, the **Insured Person** is to call the Service Provider for assistance and advice. The Service Provider's duty doctor will provide help over the phone.
Important: The telephone conversation does not amount to the establishment of a diagnosis and must be considered as an advice only.
- 2.2 Medical referral and arrangement of medical appointments
Upon request, the Service Provider shall provide the names, addresses and telephone numbers of **Physicians** (including both general practitioners and specialists), **Hospitals**, dentists, and dental clinics. The Service Provider will attempt upon request to confirm the availability of the applicable medical or dental professional to make an appointment for treatment.
- 2.3 Arrangement of **Hospital** admission guarantee
If the **Insured Person** requires emergency **Hospitalisation**, the Service Provider will assist in the arrangement of the **Hospital** admission guarantee to facilitate the emergency admission. All **Hospital** charges incurred shall be borne by the **Insured Person** and the **Insured Person** is required to ensure that such **Hospital** bills are settled upon discharge. This guarantee is not a form of settlement of **Hospital** bills but to facilitate emergency admission. This service shall not be available for a **Insured Person** who is already admitted to the **Hospital**. Such service is subject to the Service Provider having first received the letter of indemnity to be signed by the **Insured Person** or the **Insured Person's** next of kin.

- 2.4 Dispatch of medication not available locally
The Service Provider will dispatch the necessary medication not available locally in case of emergency and when local law, rules and regulations allow such a dispatch. Cost of medication shall be borne by the **Insured Person** and **We** shall pay for the cost of such dispatching.
- 2.5 Medical evacuation
Following a medical emergency, when an **Insured Person** is hospitalised and local medical facility is inadequate, the Service Provider will arrange for medical evacuation under constant medical supervision to the nearest adequate medical facility.
- 2.6 Medically supervised repatriation
If the Service Provider's doctor, in consultation with the local attending **Physician**, determines that treatment should continue at a medical facility nearer home following stabilization, the Service Provider will arrange for the repatriation under constant medical supervision.

All decisions as to the means of transportation and the final destination will be made by the Service Provider or its authorized representative, and will be based solely upon medical necessity.

The evacuation and repatriation services described in 2.5 and 2.6 above shall be organized by the Service Provider and paid by **Us**. All costs incurred are subject to a limit of US Dollar one million (USD1,000,000) per person per event.

3. Travel Assistance

- 3.1 Visa, Passport and Inoculation Requirements
The Service Provider will provide information concerning Visa, inoculation, passport or immunization requirements of the foreign countries in which the **Insured Person** will be traveling.
- 3.2 Location of Lost Items
The Service Provider will assist the **Insured Person** in the location of lost luggage, documents and personal items. Airlines, government authorities and credit card issuers are among those who will be contacted, if necessary.
- 3.3 Emergency Message Relay
In case of an emergency, the Service Provider will attempt to establish a national or international message relay to a designated addressee.
- 3.4 Arrangement of Flights
The Service Provider will assist with the arrangement of flights for family return if travelling with the **Insured Person**.
- 3.5 Legal Referral
Should the **Insured Person** seek legal assistance for an emergency while on a trip, the Service Provider will refer the **Insured Person** to local legal advisors.
- 3.6 Referral to Interpreter or Translator
Should the **Insured Person** need translation assistance for an emergency in the course of the **Insured Person's** trip, the Service Provider will refer the **Insured Person** to a local translator.
- 3.7 Weather and Foreign Exchange Information. The Service Provider shall provide information on foreign weather condition as well as foreign exchange rates when required.

The services described in the Travel Assistance above shall be purely on referral and arrangement basis. The Service Provider or **Us** shall not be responsible for any third party cost incurred, such cost shall be borne directly by the **Insured Person**.

Definitions Applicable To Benefit R – Referral Emergency Assistance Programme

- a) Medical Emergency
A situation which in the opinion of the Service Provider's doctor constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the **Insured Person's** immediate or long term health prospects. The severity of the medical condition will be judged within the context of the **Insured Person's** geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Exclusions Applicable To Benefit R – Referral Emergency Assistance Programme

The International Medical Assistance Programme described above is subject to the list of exclusions below:

- (a) Emergency medical evacuation, repatriation or costs not approved in advance and in writing by the Service Provider and/or not arranged by the Service Provider. This exclusion shall not apply to Emergency Medical Evacuation from remote or primitive areas which the Service Provider cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the wellbeing of the **Insured Person**.
- (b) If the **Insured Person** is traveling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment or for the rest and recuperation period following any prior **Accident** or illness.

- (c) If in the opinion of the Service Provider the **Insured Person** is not suffering from a serious medical condition or if the treatment can be reasonably delayed until the **Insured Person** returns to Malaysia or usual country of residence.
- (d) Failure by the **Insured Person** to take reasonable precautions following warnings of any intended strike, riot or civil commotion via the mass media.
- (e) Any health condition which constitutes one of the reasons to undertake the trip.

Reservation Applicable To Benefit R – Referral Emergency Assistance Programme

- (a) The Service Provider and **Us** shall not be held responsible for the failure or delay to provide the Services caused by strikes or conditions beyond its control including, but not limited to, flight conditions or where local laws of regulatory agencies prohibit the Service Provider from rendering such services.
- (b) The legal professionals, and/or medical professionals referred by the Service Provider to provide direct services to the **Insured Person** are not employees or agents of the Service Provider and/or its subsidiaries or affiliated companies. **We**, the Service Provider and/ or its subsidiaries or affiliated companies cannot be held responsible for the quality or results of any services provided by independent practitioners to whom the Service Provider refers the **Insured Person**.

SPECIAL PROVISIONS

• **Coma**

Upon certification by a **Physician** that the **Insured Person** has been in a state of coma for at least one (1) year due to an **Accident**, **We** will pay 100% of the **Principal Sum Insured**. However, **We** have the right to recover the payment made if the **Insured Person** regains consciousness provided that a deduction of 10% of the aforesaid payment be made for each year the **Insured Person** was in a state of coma.

• **Disappearance**

It will be presumed that death has occurred if the **Insured Person** has 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, the **Insured Person** is 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. The **Insured Person** 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 legally qualified medical practitioner 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 or medical disorder
5. Mosquito bites

~ Exclusion item 5 is not applicable to the following benefits:

 - i. Benefit G - Death due to Zika or Chikungunya
 - ii. Benefit D3 - Dengue Fever, Malaria & Japanese Encephalitis
 - iii. Benefit H . Death due to Dengue Fever, Malaria & Japanese Encephalitis
 - iv. Benefit R . Referral Emergency Assistance Programme
6. Sickness or disease (not applicable to Benefit R . Referral Emergency Assistance Programme)
7. **Pre-Existing Condition**
8. Deliberate exposure to exceptional danger (except in an attempt to save human life).
9. 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. (not applicable to Benefit N . Blood Transfusion).
10. Invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), rebellion, revolution, insurrection, mutiny or usurped power.

11. Ionizing radiation or contamination by radio-activity 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.
12. **War, civil War** . whether declared or not
13. Sanction - **We** shall not be deemed to provide coverage or make any payments or provide any service or benefit to any **Insured** or **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.
14. Epidemic and/or pandemic.

CONDITIONS

1. 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

2. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, provisions and conditions of this Policy by the **Insured** and each **Insured Person** 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**.

3. DUTY OF DISCLOSURE

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

Non-Consumer Insurance Contract - Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** 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 **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance. **You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form(or when **You** applied for this insurance) is inaccurate or has changed.

4. CHANGE OF ADDRESS OR PARTICULARS

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

5. 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** under registered letter to his last known address give seven (7) days' notice of any alterations to this Policy.

6. AGE LIMIT

Unless otherwise stated in the **Policy Schedule**, the age eligibility of the **Insured Person** to qualify this Policy ranges from thirty (30) days old to sixty-five (65) years old and renewable up to eighty (80) years old. All ages refer to the age of the **Insured Person's** next birthday.

7. CLAIMS PROCEDURE

On the happening of any claim under this Policy:-

- (a) Written notice stating details of the claim shall be given to **Us** within fourteen (14) days after the occurrence.
- (b) The **Insured Person** shall procure and act upon proper **Physician** advice as soon as practicable.
- (c) All certificates, information and evidence required by **Us** must be at the expense of the claimant in the form prescribed by **Us**.
- (d) The **Insured Person** may have to undergo further medical examination as required by **Us** at **Our** expense.
- (e) In the event of death of the **Insured Person**, **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. NON-ASSIGNMENT

Unless otherwise stated in the **Policy Schedule**, 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 **Insured** 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 to the **Insured Person** in consequence of the claim whether resulting before or after the date of such receipt or discharge.

9. CANCELLATION

We may by notice in writing to the **Insured** under registered letter to the **Insured's** last known address give seven (7) days notice of their intention to terminate this Policy returning on demand a proportion of the premium corresponding to the unexpired **Period of Insurance**. By like notice to **Us**, the **Insured** may, at any time cancel this Policy, in which case **We** will retain the customary short period premium 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%

10. 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 the **Insured Person** is admitted to a **Hospital** and/or receives medical treatment outside Malaysia and renders bills in a currency other than Ringgit Malaysia (**RM**), **We** shall indemnify the **Insured** or the **Insured Person's** legal personal representative 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 the **Insured Person** is discharged from **Hospital**.

11. 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.

12. 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.

13. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance 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 contract 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.

14. MISSTATEMENT OR OMISSION OF MATERIAL FACT

If:

- any answer 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 incorrectly stated in any respect; or
- 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
- 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.

15. COOLING-OFF PERIOD

If the **Policy Schedule** shall have been issued and for any reason whatsoever that **You** shall decide not to take up the **Policy Schedule**, **You** may return the **Policy Schedule** 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 Schedule**. **You** are entitled to the return of the full premium paid provided there is no claim incurred on the **Policy Schedule**. In the event of a claim(s) has been made, no refund of premium shall be payable.

- 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.

17. POLICY RENEWAL

It shall not be **Our** incumbent to give notice of renewal to the **Insured**. The premium for the renewal of the **Policy Schedule** shall be deemed to be due on the date on which the **Policy Schedule** expires. However, **We** shall remain liable for fourteen(14) days from the expiry date of the **Policy Schedule** provided that by the last day of the said fourteen (14) days the renewal premium is actually paid unless **We** or the **Insured** had given notice that the **Policy Schedule** would not be renewed. The **Policy Schedule** shall not in any event be renewable when the **Insured Person** attains the age of eighty (80) years old.

18. 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.

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** 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**, 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, **Policy 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 fourteen (14) 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

E-mail: ZurichCallCentre@zurich.com.my

You 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 **You** may put forward **You** dissatisfaction over **Our** conduct 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
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