



Policy

# Tokio Marine TenangCare

## On Receipt of Your Policy

Please read this **Policy** and **Schedule** and should any of the details on **Your Policy Schedule** be incorrect, or change is required, please advise **Us** immediately.

Please read **Your Policy** and **Schedule** carefully to make sure **You** understand:

- what is covered
- what is not covered

If **You** require the Bahasa Malaysia version, please refer to **Your** Insurance Intermediary or contact **Us** directly for a copy

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## 1. WHAT MAKES UP THIS POLICY

Insurance does not cover you against everything that can happen.

The heading does not form part of the **Policy** wording.

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**.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are covered and not covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Definition.

## 2. DEFINITION

Some words and expressions in the **Policy** have a specific meaning which is given below. Each word is printed in bold where it appears.

### **Dengue Fever - means**

An acute infectious disease caused by arbovirus and transmitted to human by the Aedes mosquito.

### **Dengue Serology - means**

A serological test for dengue virus-specific antibodies for types IgG and IgM.

### **Endorsement - means**

A written alteration to the terms, conditions and limitations of this **Policy**.

### **Free Look Period - means**

A required period of time in which an Insured may examine a newly issued policy and surrender it.

### **Hospital - means**

A registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:

- i) 24-hour nursing services by registered and graduate nurses;
- ii) Diagnostic and major surgery; and
- iii) Under the supervision of a Physician.

A **Hospital** is expressly NOT:

- i) Primarily a clinic;
- ii) A convalescent, nursing or rest home;
- iii) A rehabilitation centre for alcoholics or drug addicts;
- iv) A home for the elderly or infirmed; or
- v) A quarantined centre/home.

### **Hospitalization - means**

The admission to a **Hospital** as a registered inpatient for **Medically Necessary** treatments for a covered Disability upon recommendation of a **Physician**. A patient shall not be considered as an inpatient if the patient does not physically stay in the **Hospital** for the whole period of confinement, and for a minimum of twenty (24) hours. **We** reserve the right to determine whether the **Hospitalization** is for a **Medically Necessary** treatment in consultation with **Our** Appointed Medical Doctor.

### **Insured Person - means**

Person on whose life the **Policy** is effected.

### **Medically Necessary - means**

A medical service which is: -

- i) consistent with the diagnosis and customary medical treatment for a covered Disability; and
- ii) in accordance with standards of good medical practice, consistent with current standard of professional medical care,

- and of proven medical benefits; and
- iii) not for the convenience of the **Insured Person** or the **Physician**, and unable to be reasonably rendered out of **Hospital** (if admitted as an in-patient); and
- iv) not of an experimental, investigational or research nature, preventive or screening nature, medical technology/ procedure, which has not been proven to be effective, based on established medical practice, or which has not been approved by a recognized body in Malaysia; and
- v) for which the charges are fair, reasonable and customary for the covered Disability; and
- vi) to provide treatment directly related to the covered Disability.

**Medical Practitioner - means**

A properly qualified **Medical Practitioner**, other than **Yourself**, licensed by the competent Medical Authorities of the country in which treatment is provided and when rendering such treatment, is practicing within the scope of his or her licensing and training.

**Period of Insurance - means**

The period for which **You** are insured.

**Permanent Total Disablement - means**

Total disability which prevents **You** from attending to **Your** business or occupation (of any and every kind) or if **You** have no business or occupation from attending to **Your** usual duties. Such disability shall last at least 12 calendar months and at the expiry of that period being beyond hope of improvement.

**Physician - means**

A registered **Medical Practitioner** qualified and licensed to practice western medicine and who in rendering such treatment, is practicing within the scope of his/her licensing and training in Malaysia and duly registered with Malaysian Medical Council to practice medicine, but excluding a doctor, **Physician** or surgeon who is the claimant himself/herself.

**Policy - means**

**Your** Insurance contract which consists of the **Policy** wording, **Schedule** and any **Endorsement**.

**Premium - means**

Any amount **we** require **You** to pay under the **Policy**.

**Schedule - means**

The **Policy schedule** where the benefits and sum Insured are stated.

**We/Us/Our - means**

Tokio Marine Insurans (Malaysia) Berhad

**You/Your - means**

The person named as the Insured in the **Schedule**. In the case where **You** are effecting this **Policy** on **Your** life, the words "**Insured Person**" shall refer to **You**.

### 3. INSURING AMOUNT AND BENEFITS

If during the **Period of Insurance** the **Insured person** sustain bodily injury caused by accidental means which injury shall solely and independently of any other cause result in the **Insured Person's** death or disablement or necessitate medical and/or surgical treatment as defined hereinafter, subject to the terms, provisions exclusions and conditions of and/or endorsed hereon this **Policy**, **We** will pay to **You** or in the event of **Your** death to the nominated beneficiary as stated in the **Policy Schedule** or in the case where no Beneficiary nominated to **Your** legal personal representatives the sums of money as specified in the Table of Coverage.

The coverage under this **Policy** will cancel and cease automatically if the full amount under Accidental Death or Permanent Disablement or Bereavement Allowance (death due to **Dengue Fever**) benefit has been paid under the **Policy**.

This **Policy** provides twenty-four (24) hours cover in Malaysia including death or bodily injury caused by:

- Fire, convulsion of nature such as earthquake, windstorm, flood, typhoon, lightning
- Strike, Riot and Civil Commotion provided that the **Insured Person** is not directly participating in such activities
- Hijacking whether in aircraft, vessel or any other public conveyance
- Travelling by air as a fare-paying passenger in an aircraft licensed for passenger service on scheduled or unscheduled flights
- Motor-cycling as a rider or pillion rider (excluding whilst engaging in racing, pace making, speed contest, reliability trials), provided that it is a condition precedent to liability that the **Insured Person** possess a valid driving license unless at the time of accident he/she is a pillion rider
- Accidental drowning or suffocation
- Unprovoked murder or assault
- Harmful insect bites, snake bites and animal bites (excluding illness disease transmitted by such insects)

- Disappearance and exposure to elements
- Food and/or drinks poisoning
- Amateur sports activities (excluding those specified under Exclusion of the Policy)

### **1. ACCIDENTAL DEATH**

We will pay the amount as specified in the Table of Coverage in the event of accidental death occurring in Malaysia within twelve (12) calendar months from the date of the accident.

### **2. PERMANENT DISABLEMENT**

We will pay the amount as specified in the Table of Coverage according to the percentage as described in the Permanent Disablement Schedule of Compensation if during the **Period of Insurance** an **Insured Person** shall sustain injury due to accident in Malaysia resulting directly and independently of any other cause in disablement as set out in the scale of compensation below within twelve (12) calendar months from the date of accident.

| <b>PERMANENT DISABLEMENT SCHEDULE OF COMPENSATION</b>       |   |
|---|---|
| <b>Scale of Compensation</b>                                | <b>Percentage of Sum Insured in the Table of Coverage</b> |
| Loss of two limbs   | 100%  |
| Loss of both hands, or all fingers and both thumbs          | 100%  |
| Total loss of sight of both eyes                            | 100%  |
| Total paralysis   | 100%  |
| Injuries resulting in being permanently bedridden           | 100%  |
| Any other injury causing <b>Permanent Total Disablement</b> | 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%  |
| - all sight in one eye                                      | 100%  |
| Permanent loss of hearing in both ears and speech           | 100%  |

Permanent total loss of use of member shall be treated as loss of member.

Accidental Death or Permanent Disablement cannot be paid in aggregate under this Policy.

### **3. BEREAVEMENT ALLOWANCE (DEATH DUE TO DENGUE FEVER)**

We will pay the amount as specified in the Table of Coverage as a bereavement allowance upon submission of the required documents in the event of the **Insured Person's** death due to **Dengue Fever** in Malaysia.

All claims must be evidenced and supported by a copy of the result on **Dengue Serology Test** that is been certified by a **Physician** to be positive and must occur after waiting period of 14 days upon inception of insurance coverage.

### **4. HOSPITALIZATION CASH ALLOWANCE (DUE TO ACCIDENT)**

We will pay a daily **Hospital** cash allowance as specified in the Table of Coverage in the event the **Insured Person** requires **Hospitalization** as a result of an accident in Malaysia, up to a maximum of fifty (50) days.

This benefit is payable subject to the following:

- Insured Person** is hospitalized within twenty-one (21) days of the date of accident;
- Insured Person** is hospitalized for more than twenty four (24) hours; and
- Successive periods of **Hospital** confinement due to the same cause shall be considered as one accident.

### **5. DENGUE FEVER ALLOWANCE**

We will pay the amount as specified in the Table of Coverage if during the period of insurance, the **Insured Person** is diagnosed in Malaysia by a **Physician** that he/she has sustained **Dengue Fever**.

All claims must be evidenced and supported by a copy of the result on **Dengue Serology Test** that is been certified by a **Physician** to be positive and must occur after waiting period of 14 days upon inception of insurance coverage.

## 4. YOUR DUTY TO INFORM US

### 1. Communication

All communication to Us must be in writing. **Endorsement** to this **Policy** contract must be issued and signed by Us.

### 2. Duty of Disclosure before this Insurance is granted

i) Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have 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** are also required to disclose any other matter that **You** know 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.

ii) If **You** do not fully and faithfully provide this information, the insurance may not be valid or the **Policy** may not cover **You** fully.

### 3. Duty of Disclosure during this Insurance

During this Insurance **You** are required to immediately inform Us of any changes in **Your** occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may :

- i) require **You** to pay an additional **Premium** for the increase risk or
- ii) make changes to the terms and conditions of this **Policy** or
- iii) leave the **Policy** terms, conditions and **Premium** unaltered.

**You** will only be covered for any increased risk if agreed in writing by Us.

### 4. Renewal

i) Pursuant to **Schedule 9** of the Financial Services Act (FSA) 2013, kindly be reminded of **Your** duty to advise Us of any change to **Your** occupation and other risk details for **Our** review. **You** may download proposal form from **Our** website [www.tokiomarine.com](http://www.tokiomarine.com) and submit the completed copy with the changes to Us. Should **You** require any assistance, please contact Us at 03-2783 8383.

ii) In the event of changes in the particulars provided for underwriting this **Policy** or in the event of any claim arising in the **Policy** before this **Policy** is renewed, **We** shall have right to revise the terms of this **Policy**, adjust the **Premium**, decline renewal or terminate this **Policy**.

## 5. EXCLUSIONS

This **Policy** does not cover death or injury/disablement directly or indirectly caused by or in connection with any of the following:-

- 1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority;
- 2. insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat;
- 3. any form of disease or illness, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) Infection. However, the named diseases specifically mentioned

under Bereavement Allowance & Dengue Fever Allowance may be covered under specific circumstances as detailed therein;

4. childbirth, miscarriage, pregnancy or any complications thereof;
5. provoked murder or assault;
6. while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
7. while committing or attempting to commit any unlawful or criminal act;
8. martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides;
9.
  - a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or
  - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, or
  - d) any nuclear material, nuclear installation or any other nuclear energy risks
10. riding/driving without a valid driving license;
11. pre-existing physical or mental defect or infirmity;
12. Occupations (whilst on duty only):-  
(except Bereavement Allowance (death due to Dengue Fever) & Dengue Fever Allowance benefits)
  - a) Professional motor racers / speed test contestants
  - b) Naval, Military or Air Force Services or Operations
  - c) Professional Sports teams / athletes
  - d) Coal Miners
  - e) Construction and/or maintenance of tunnels, bridges, dams, and underwater works using explosives
  - f) Drilling &/or refining of liquid or gaseous fuel
  - g) Manufacture, storage, filling, breaking down and transport of fireworks, ammunition, fuses, cartridges, powder, nitroglycerine, or any explosive

## 6. CONDITIONS

### 1. A duty to comply with the Condition

**We** will only be liable to make any payment under this **Policy** if **You** have at all times complied with the terms, provisions, conditions and **Endorsement** of this **Policy**.

### 2. Misrepresentation / Fraud

In the event that 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 rights to make any further action, including legal action against the claimant in such case.

### 3. Claims Notification, Procedure and Settlement

Upon the happening of an accident likely to give rise to a claim under this **Policy**, **You** shall within thirty (30) days after the happening of the accident give notice to **Us** with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

**You** (or the **Insured Person's** legal personal representative) shall at **Your** expense furnish to **Us** all such certificates, information and evidence in the form and of such nature as may be required by **Us** and the **Insured Person** shall whenever reasonably required to do so submit to medical examination on **Our** behalf. In the event of the death of the **Insured Person**, **We** shall be entitled to have a post-mortem examination at **Our** own expense and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.

The death of the **Insured Person** shall be established by an Official Death Certificate, or in the event of his disappearance following an accident or the total loss of a vessel or aircraft, by a Court Order presuming his death.

#### 4. Nomination

The person(s) nominated by a **Policy** owner to receive death benefit payable under this **Policy**.

- Pursuant to Paragraph 5(1) of **Schedule 10** of the Financial Act 2013, a nomination made by a non-Muslim **Policy** owner shall create a trust in favour of the nominee of the **Policy** moneys i.e death benefit payable upon the death of the **Policy** owner, if :-
  - (a) the nominee is his/her spouse or child : or
  - (b) the nominee is his/her parent (if there is no spouse or child living at the time of making the nomination).
- A nominee of a Muslim **Policy** owner upon receipt of the **Policy** moneys shall distribute the **Policy** moneys in accordance with Islamic law.

#### 5. Termination of Insurance

##### (a) Termination by You

**You** may cancel the **Policy** at any time by notifying **Us** in writing via e-mail or letter. There would be no refund for the **Premium** paid and all coverages shall immediately cease to be in forced.

However, if **You** wish to cancel the **Policy** within 15 days of the **Free Look Period** from the effective date of **Your** coverage, **We** shall refund RM5 to **You** and refund RM70 to the relevant administrator appointed to manage the Perlindungan Tenang Voucher (PTV) provided no claim has been made and **You** may be allowed to reuse the Perlindungan Tenang Voucher (PTV) before 31 December 2022 to purchase another Perlindungan Tenang product.

Where **You** have paid the **Premium** using cash or alternative means other than the Perlindungan Tenang Voucher (PTV) and **You** wish to cancel the policy within 15 days of the **Free Look Period** from the effective date of **Your** coverage, **We** shall refund the entire **Premium** **You** initially paid provided no claim has been made.

No termination if **You** have made a claim during the 15 days of **Free Look Period**.

##### (b) Termination by Us

**We** may give notice of termination by registered post to **You** at **Your** last known address. Such termination shall become effective seven (7) days following the date of such notice. However, no refund of **Premium** after the **Policy** has been issued.

##### (c) Termination Upon Age Limit

This **Policy** shall lapse/terminate on the **Policy** anniversary date following the attainment of the **Insured Person's** seventy (70<sup>th</sup>) birthday.

#### 6. Payment of Premium

- (a) If **Insured Person** is utilizing the Perlindungan Tenang Voucher (PTV), **Insured Person** requires to pay RM5 cash or cash equivalents as premium, the remaining premium of RM70 will be automatically deducted from the voucher.
- (b) The insurance cover for the **Insured Person** under this **Policy** shall be for a period of one (1) year and **Premium** is payable annually before the commencement of coverage.
- (c) If the payment made by cash, credit card or cheques, **You** must pay the **Premium** before the commencement of the coverage.
- (d) Insist on a receipt for the **Premium** paid.
- (e) Contact **Us** if **You** have not received your policy after one month of purchase.

#### 7. Age Warranty & Eligibility

The **Insured Person** must be Malaysian and residing in Malaysia, aged from eighty (18) years up to seventy (70) years old.

#### 8. Arbitration

All disputes arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in disputes. If there is no agreement on a single Arbitrator, then two Arbitrators are to be appointed in writing, one by each of the parties, within one calendar month of the disagreement. In case of disagreement between Arbitrators, an Umpire is to be appointed by the Arbitrators in writing before hearing the reference. Any suit brought by **You** against **Us** on the **Policy** for whatever reason can only be made subsequent to an Award by the Arbitrator or Arbitrators and/or Umpire.

#### 9. Compensation

Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to **Our** satisfaction.



#### 10. Alterations

We reserve the rights to adjust the **Premium** and amend the terms and conditions of this **Policy** and such alteration to this **Policy** shall only be valid if authorised by **Us** and endorsed hereon.

#### 11. Applicable Law

This **Policy** and all rights, obligations and liabilities arising herein, shall be construed and determined and may be enforced in accordance with the laws of Malaysian Courts shall have exclusive jurisdiction hereto.

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**.

#### 12. Change In Risk

**You** shall give immediate written notice to **us** of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the **Insured Person** has become affected. No alteration in the terms of this **Policy** or any **Endorsement** thereon, shall be held valid unless the same is signed or initialled by **Our** authorized representative.

#### 13. Condition Precedent to Liability

The due observance and fulfilment of the terms, conditions and **Endorsements** of this **Policy** by **You** under this **Policy** in so far as they relate to anything to be done or complied with by **You** or by any Claimant under this **Policy** and the truth of the statement and answers in the said proposal shall be conditions precedent to any of **Our** liability to make any payment under this **Policy**.

#### 14. Currency And Exchange Rates

All **Premiums** shall be paid in Malaysian Ringgit. In the event that the **Insured Person** shall be admitted into a **Hospital** and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, **We** shall indemnify in Malaysian Ringgit based on the prevailing exchange rate in the foreign exchange market at the date the **Insured Person** is discharged from **Hospital**.

#### 15. Misstatement Or omission of Material Fact

If **Your** proposal or declaration is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this **Policy** shall be void.

#### 16. Non Assignment

**We** shall unless otherwise expressly provided by **Endorsement** on this **Policy** be entitled to treat **You** as the absolute owner of the **Policy** and shall not be bound to recognise any equitable or other claim to or interest in the **Policy** and the receipt of the claims moneys by **You** (or the **Insured Person's** legal personal representative) alone shall be an effectual discharge.

#### 17. Notice

Every notice or communication to be given or made by **You** (or the **Insured Person's** legal personal representative) shall be delivered in writing to **Us**.

#### 18. Portfolio Withdrawal Condition

**We** reserve the right to cancel the portfolio as a whole if it decides to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by written notice to the **Insured** and **We** will run off all policies to expiry of the period of cover within the portfolio.

## 7. COMPLAINT PROCEDURES

**We** believe **You** deserve a courteous, fair and prompt service. If there is any circumstance when **Our** service does not meet **Your** expectations, please contact **Us** using the appropriate contact details below and provide the **Policy** Number/Claim Number and **Insured Person's** Name:

1. Firstly with the department or person **You** dealt with **Us** on how **You** would like the problem to be solved.
2. Secondly if the problem is not solved to **Your** satisfaction, then make a formal written complaint to the Complaint Unit at:

Telephone : 1800-88-0812  
Email : [letusknow@tokiomarine.com.my](mailto:letusknow@tokiomarine.com.my)  
Website : [www.tokiomarine.com](http://www.tokiomarine.com)  
Address : Level 20, Menara Hap Seng 3, Plaza Hap Seng, No. 1, Jalan P.Ramlee, 50250 Kuala Lumpur

We will acknowledge the complaint and keep You informed of the progress. We will do Our best to resolve the matter to Your satisfaction within fourteen (14) days or such time period needed, in complex cases, which We will keep You informed.

3. Thirdly, if You are not satisfied with Our decision You can refer the matter to OMBUDSMAN FOR FINANCIAL SERVICES or BANK NEGARA MALAYSIA through BNMTLELINK or BNMLINK:

i. OMBUDSMAN FOR FINANCIAL SERVICES  
(formally known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel No: 03-2272 2811  
Fax No: 03-2272 1577  
Business hours: Monday to Friday (8.30am to 5.30pm)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

ii. BNMTLELINK OR BNMLINK  
Telephone : 1-300-88-5465 (LINK)  
Facsimile : 03-2174 1515  
Email : [bnmteletelink@bnm.gov.my](mailto:bnmteletelink@bnm.gov.my)  
Address : BNMLINK  
4<sup>th</sup> Floor, Podium Bangunan AICB  
No.10, Jalan Dato'Onn  
50480 Kuala Lumpur

## 8. PERSONAL DATA PROTECTION ACT 2010

By giving personal Information You give Us permission for its use as described below:-

- I. To process Your personal data with the intention of entering into the contract of Insurance.
- II. You consent and allow Us to retain the data and share the data with Our service provider namely,
  - a. Registered licensed Adjuster,
  - b. Solicitors, and any other professional body(ies) for the purpose of fulfillment of the Insurance Contract,
  - c. Insurer and Reinsurer,
  - d. ISM Insurance Services Malaysia Berhad.
- III. Data Subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

Notice :

In accordance to the provision of the Personal Data Protection Act 2010, You may contact Your Insurance Intermediary or contact Us for the details of Your personal data. Such information will only be granted after verification. You may update/correct the data by providing Us in writing.

## 9. MEMO / CLAUSES / ENDORSEMENTS

THE FOLLOWING CLAUSES/ENDORSEMENTS ARE ATTACHING TO AND FORMING PART OF THE POLICY

### DISAPPEARANCE CLAUSE

It is understood and agreed that if the body of the Insured Person has not been found within twelve (12) months after the date of disappearance, crashing, sinking or wrecking of the vehicle in which he/she was traveling or riding at the time of such accident covered by this Policy and We having examined all evidence available shall have no reason to suppose other than that an accident has occurred and that a Court of Law has pronounced such Insured Person to be missing and legally found dead, then the disappearance shall be considered to constitute a death claim under this Policy.

If at any time after the payment has been made by **Us**, the **Insured Person** is found to be living, any sums paid by **Us** in settlement of the claim, shall be refunded to **Us**.

Subject otherwise to the terms, conditions and exclusions of this **Policy**.

#### **EXPOSURE CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that if as a result of an accident covered by this **Policy** the **Insured Person** is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this **Policy**, such specific loss will be covered under this **Policy**.

In the event of death of the **Insured Person** caused by exposure to the elements, this death shall be covered under this **Policy** provided that this death is subject to a properly constituted Judicial Body of Enquiry by which it is found that the **Insured Person** died of exposure as a result of an accident.

Subject otherwise to the terms, conditions and exclusions of this **Policy**.

#### **HIJACKING CLAUSE**

Subject otherwise to the terms, conditions and exclusions of the **Policy** it is hereby agreed that the term "Accident" shall be deemed to include Hijacking or any attempt thereat and exposure resulting therefrom.

The above cover shall continue whilst the **Insured Person** is subject to the control of the person(s) or their associates making the Hijack and during travel direct to his domicile and/or original destination for a period not exceeding one month from the date of the Hijack.

Hijacking means unlawful seizure or wrongful exercise of control of an aircraft or other conveyance (of the crew thereof) in which the **Insured Person** is traveling as passenger.

If **We** allege that by reason of this exclusion, any bodily injury, disablement, death, loss, damage, cost or expense is not covered by this endorsement, the burden of proving the contrary shall be upon the **Insured Person** or his legal representatives.

#### **TERRORISM EXTENSION ENDORSEMENT**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this **Policy** is extended to cover death and/or permanent disablement sustained by the **Insured Persons(s)** which is caused by or occasioned by or through any Acts Of Terrorism as defined and provided always that:-

- A) This **Policy** does not cover any death and/or permanent disablement, which is any way caused by or contributed to by Radioactivity loss, damage or liability which involves: Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment, chemical and biological pollution or contamination whether arising directly or indirectly, other than if caused by an Act Of Terrorism.
- B) The **Insured Person(s)** is/are not directly or indirectly participating in such activities.

In any action, suit or other proceeding where **We** allege that by reason of the provisions of this endorsement any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured Person(s)**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in the full force and effect.

It is hereby declared that **Our** maximum liability for each **Insured Person** for this extension shall not exceed the sum insured per life or the amount as specified in the **Policy Schedule** or up to the conveyance limit whichever is lower.

It is further declared that **Our** maximum aggregate limit of liability per event is (amount as stated in the **Policy Schedule**) or up to the conveyance limit whichever is lower. If the total sum payable any one event exceeds the maximum aggregate limit, **We** shall settle the claim for each **Insured Person** on a proportionate basis.

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) whether acting alone or on behalf of or in connection with an organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence a government and/or to put the public or any section of the public, in fear.

Subject otherwise to the terms, exceptions and conditions of the **Policy**.

### **CONVEYANCE LIMIT CLAUSE**

It is hereby declared and agreed that **Our** maximum liability per conveyance in the event a number of **Insured Person** are travelling in one common aircraft or surface transport vehicle or waterborne vessel shall be limited to RM3,000,000 or up to the total sum insured whichever is lower. In the event the aggregate sum payable exceeds the said amount, **We** shall settle the claims of the respective **Insured Person** on a proportionate basis.

### **COMMUNICABLE DISEASE EXCLUSION**

Notwithstanding any provision to the contrary of this **Policy**, **We** agree to exclude any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### Definitions

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under the United Nations, United States, United Kingdom and European Union resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.

Tokio Marine TenangCare

| No | Table of Coverage   | Sum Insured             |
|----|---|-------------------------|
| 1  | Accidental Death  | RM50,000                |
| 2  | Permanent Disablement   | RM50,000                |
| 3  | Bereavement Allowance (death due to dengue fever)   | RM50,000                |
| 4  | Hospitalization Cash Allowance (due to accident)<br>Up to 50 days / RM5,000 per policy year | RM100 per day           |
| 5  | Dengue Fever Allowance  | RM1,000 per policy year |