

## CAR ACCIDENT PROTECTION SPECIAL POLICY

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 Application Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Application 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 (the Insured Person) and Us (Etiqa General Insurance Berhad).

### TABLE OF BENEFITS PER PERSON

RESULTS	BENEFITS (RINGGIT MALAYSIA)		
	Plan 1	Plan 2	Plan 3
Death	20,000	40,000	60,000
Permanent Disablement	Up to 20,000	Up to 40,000	Up to 60,000
Medical Expenses	Up to 500	Up to 1,000	Up to 1,500

### DEFINITIONS

- 1. EVENT**  
A road accident involving the Insured Person Vehicle.
- 2. ACCIDENT**  
Accident means external violent, visible means and voluntarily event including infections which occur through Accidental cut or wound which causes Death or Bodily Injury, but does not include other infections, poisoning, sickness or disease, hernia, naturally occurring condition or degenerative process.
- 3. DEATH**  
Death caused solely by an Accident whilst travelling in the Insured Person Vehicle.
- 4. BODILY INJURY**  
Bodily Injury means physical injury to the body caused solely and directly by Accident (including as a direct result of exposure to the elements) and independent of any sickness or disease, or any naturally occurring condition or degenerative process.
- 5. PERMANENT DISABLEMENT**  
Total loss by severance or total and permanent loss of use of the following arising from an Accident whilst travelling in the Insured Person Vehicle. The benefits payable shall be scaled down as follows:
 

a) One or both hands at wrist	100%
b) Arm at shoulder	100%
c) Arm between shoulder and elbow	100%
d) Arm at or below elbow	100%
e) Leg at hip	100%
f) Leg between knee and hip	100%
g) Leg at or below knee	100%
h) Sight in one eye except perception of light	50%
i) Lens of one eye	50%
j) Thumb and four fingers of one hand	50%
- 6. MEDICAL EXPENSES**  
Reasonable Medical Expenses, surgical, hospital and nursing fees or charges necessarily incurred within fifty two (52) weeks from the happening of the Event.
- 7. INSURED PERSON VEHICLE**  
Vehicle specified in the Policy Schedule which is licensed for private use and not used for commercial purposes.
- 8. COMMUNICABLE DISEASE**  
Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a) 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,
  - b) 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
  - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

## SPECIAL PROVISIONS

1. If the Insured Person has Motor Policy or Personal Accident Policy with Us, payments will be made in addition to that policies. It is not necessary for the passenger to make a legal liability claim to receive the benefits from this Policy. Payments will be made even if the driver has been negligent.
2. If the Insured Person is unavoidably exposed to the natural elements following an Accident, and as a result of such exposure suffers an injury, such injury shall be constituted as a claim for Death or Permanent Disablement benefits.

## SPECIAL LIMITATIONS

Passengers above the age of sixteen (16) are covered for 100% of the Insured Person benefits. Passengers aged between three (3) and sixteen (16) are entitled to 50% of all the benefits provided. No cover will be provided for children below three (3). In the event that the actual number of passengers exceeds the number stated in the Declaration of the Policy, Our limit of liability per person will be reduced by the ratio of the actual number of passengers declared. This limitation shall not apply to the driver.

## EXCLUSIONS

We shall not pay for any Benefit under this Policy caused by or contributed to / by or related to any of the following:

1. The Insured Person while committing or attempting to commit any unlawful act;
2. Riot, strike or civil commotion;
3. Committing or attempting to commit suicide (whether sane or insane), intentional self-inflicted injury, insanity or any attempt/threat;
4. Pregnancy, childbirth, miscarriage or abortion;
5. Provoked murder or assault;
6. The Insured Person being affected (temporarily or otherwise) by drug or narcotics unless taken as prescribed by qualified registered medical practitioner or alcohol unless it can be established to Our satisfaction that alcohol was not a factor contributing to the happening of the Event;
7. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome (AIDS) and/or AIDS Related Complex (ARC) and/or any mutant derivative or variations howsoever this syndrome has been acquired or may be named;
8. Traceable to sickness, disease, parasite, bacteria or viral infection even if contracted by Accident;
9. Anthrax, blood-poisoning, erysipelas, ptomaine-poisoning, pyaemia, septicaemia and/or tetanus;
10. Any pre-existing physical defect or infirmity;
11. Death or disablement directly or indirectly caused by or contributed by or arising from:
  - (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising, radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission; or
  - (ii) Any Accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material; or  
Any **act of nuclear, chemical, biological terrorism** (as defined below) regardless of any other cause or event contributing or in any other sequence to the loss.  
For the purpose of this exclusion:  
“**Nuclear, chemical, biological terrorism**” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.  
“**Chemical**” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.  
“**Biological**” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxins(s) including genetically modified organisms and chemically synthesizes toxins) which cause illness and/or Death in humans, animals or plants.
12.
  - (i) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not).
  - (ii) Civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power.
  - (iii) Martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (iv) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence.  
For this purpose an ‘**act of terrorism**’ means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.
13. The Insured Person whilst entering or alighting from the Insured Person Vehicle;

14. Accidents if the vehicle is not used in compliance with all conditions set by official regulatory authorities;
15. Racing, speed testing of the Insured Person Vehicle, road rallies or usage of the Insured Person Vehicle for hire;
16. Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease; or
17. Riding or driving without a valid driving license. This will not apply to Insured Person with an expired license but are not disqualified from holding or obtaining such driving licence under the regulations of the Malaysian Road Transport Department or any other relevant laws.

## CONDITIONS

### 1. AGE LIMIT

No Insured Person shall be included in this Policy if he/ she less than three (3) years of age or has attained the age of seventy (70) years. The cover granted by this Policy will cease in respect of any Insured Person at the end of the Period of Insurance during which the Insured Person attains the age of seventy (70) years.

### 2. OBSERVANCE OF CONDITIONS

The due observance and fulfillment of the terms, conditions and Endorsements of this Policy by the Insured Person or by any Claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured Person or by any Claimant under this Policy and the truth of the statement and answers in the said application shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 3. CHANGES

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 You have become affected, and shall pay any additional premium that may be required by Us.

All notices required to be given by You to Us must be in writing addressed to Us and no alteration in the terms of this Policy nor any Endorsement thereon, will be held valid unless the same is signed or initialed by Our authorized representative.

You shall give notice to Us of any Insurance or Takaful effected against Accident and/or incapacity.

### 4. RENEWAL PROCEDURE

Before renewing this Policy, You shall give written notice to Us of any material fact affecting this insurance which has come to Your notice during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting You or any other policies effected on or by You.

### 5. NOTICE OF TRUST ASSIGNMENT

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy.

### 6. CONDITION PRECEDENT TO LIABILITY

If Your application or declaration is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained throughout any misstatement, misrepresentation or suppression of 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.

### 7. LIABILITY OF THE COMPANY

We will not be liable in respect of any injury or Death occurring before the actual receipt of the premium by Us or Our duly authorized representatives unless credit has been allowed by specified agreement for such payment of premium to be made at a later date.

### 8. CLAIMS CONDITIONS

#### a) Notification of Accident

All claims must be made by You or through You or Your legal representatives, to Us within thirty (30) days of any death or Injury which may result in a claim under this Policy.

#### b) Documentation

All medical reports, certificates, information and evidence required by Us to support a claim, must be provided at Your expense or at the expense of any claimant in the event of Your death. You may have to undergo further medical examination as required by Us at Our expense. In the event of a claim due to Your death, We shall require sight of the death Policy and may require a post-mortem report at Your expense.

Claims are not deemed complete and eligible Benefits are not payable unless all medical reports, certificates, information and evidence required by Us have been submitted to Us. In the case of a claim for a benefit related to medical reimbursement, only the actual costs incurred, which are medically necessary, shall be considered for reimbursement subject to the presentation of original receipt(s).

#### c) Seating Capacity

In the event that the actual number of Insured Person(s) exceeds the seating capacity stated in the registration card of the named vehicle, Our limit of liability per Insured Person for any section, will be reduced by the ratio of the seating capacity stated in the registration card, over the actual number of Insured Persons.

#### d) Claim Settlement

- i) We will pay any benefit due under this Policy to You or in the event of Your death, to Your nominee or legal executor or administrator in accordance with the Financial Services Act 2013.
- ii) The payment of claims under this Policy is dependent upon observance of its terms and conditions by You, and so far as they apply, by You or any other claimant.
- iii) If an Accident happens which gives rise to a claim in respect of which We make a payment under Death or Total Permanent Disability as specified in this Policy, the Policy shall thereafter cease, to apply to You.

## **9. ARBITRATION**

If any difference arises as to the amount of Our liability under this Policy, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within three (3) calendar months after having required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against Us as regards any dispute regarding the amount of Our liability under this Policy. In no case whatever shall We be liable for any claim after the expiration of twelve (12) months from the happening of the Event unless the claim is the subject of pending court action or arbitration.

## **10. CANCELLATION**

### **a) Cancellation by Us**

We shall at any time by giving seven (7) days notice to You (provided it is necessary, reasonable and justifiable) by Registered Letter at Your address last known to Us or by electronic mail to cancel this Policy, We shall in that event on demand return to You a proportionate part of the premium corresponding to the unexpired period of insurance.

### **b) Cancellation by You**

This Policy may be cancelled at any time by You on seven (7) days notice to Us and in such event You shall be entitled to a return of the premium at Our Short Period Rates for the time the Policy has been in-force during the current Period of Insurance.

### **c) Position of Claims Upon Termination**

Such termination shall be without prejudice to any claims with a date of event prior to the effective date of cancellation.

### **d) Effective Time of Termination**

This Policy or insurance in respect of any individual Insured Person hereunder, shall terminate at 12:01 A.M Malaysian Time on the relevant date of termination.

## **11. INTEREST AND CURRENCY**

All payments under this Policy shall be made in the legal currency of Malaysia.

## **12. CASH BEFORE COVER**

It is fundamental and absolute special condition of this contract of insurance that the full premium due must be paid and received by the Us before the insurance cover under the Policy, Endorsement or Renewal as the case may be, can commence. If this condition is not complied with then this Policy is automatically null and void.

Subject otherwise to the terms and conditions of this insurance.

## **13. SANCTION LIMITATION CLAUSE**

This Policy shall not provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom.

## **14. RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM**

If We discover, or have justified suspicion, that this Policy is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all premiums paid and all benefits or sums payable in respect of this Policy in any manner which we deem appropriate, including but not limited to handling it over to the relevant authorities.

## **15. NOMINATION**

You may nominate a person(s) to receive the policy moneys payable under this Policy.

- i) For Muslim, the Nominee(s) has to distribute the Benefit(s) as specified under the Financial Services Act 2013 according to Islamic Law and/or any other applicable laws.
- ii) For Non-Muslim, the Nominee(s) will act as executor(s) to distribute the Benefit(s) as specified under the Financial Services Act 2013 and/or any other applicable laws.

If You wish for Your Nominee(s) to receive the policy moneys for his/her own benefit and not as an executor to distribute the policy moneys in accordance with the law, then You should assign this Policy to Your Nominee(s).

For Non-Muslim, an assignment is not necessary if the Nominee(s) is Your spouse, child or parent (if there is no spouse or child living at the time of nomination), as a trust is created in their names. You should appoint a trustee for the policy moneys and in the event of failure to do so, the competent Nominee or where the Nominee is incompetent to contract, the parent of the incompetent Nominee other than You and where there is no surviving parent, the public trustee or a trust company nominated by the You, shall be the trustee.

At the time of claim, if any of the Nominee(s) has predeceased You (subject to no subsequent changes to the nomination during Your lifetime), the percentage (%) of the deceased Nominee(s) will be distributed equally among the surviving Nominee(s), who will then act as executor(s) to distribute the proceeds.

## **16. CHANGES IN TAXATION, REGULATIONS AND LEGISLATION**

We may vary the terms of this Policy if there are changes in taxation, regulations or legislation that affect this Policy. We shall notify You in writing when the terms in this Policy need to be changed.

## **17. DATA PROTECTION OBLIGATIONS AND RIGHTS**

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Etiqa General Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other insurance companies or takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or

h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal Data required for the purposes of this Policy.

Prior to providing Us with the Personal Data of an Insured Person or another individual, You must inform that individual of Our privacy notice.

For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqua Online at 1300 13 8888, or refer to Our website at [www.etiqua.com.my](http://www.etiqua.com.my).

## POLICY INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:  
Etika General Insurance Berhad  
Level 13, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: +603 2297 3888  
Facsimile Number: +603 2297 3800  
Etika Oneline: 1300 13 8888  
E-mail: [info@etika.com.my](mailto:info@etika.com.my)  
Homepage: [www.etika.com.my](http://www.etika.com.my)
3. In the event of claims under the Policy, please call Our Claims Assist at 1300 88 1007.

## COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit  
Etika General Insurance Berhad  
Level 6, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia;

Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)  
E-mail: [complaint\\_cmu@etika.com.my](mailto:complaint_cmu@etika.com.my)

We assure You that Your feedback will be looked into.

The Financial Markets Ombudsman Service (FMOS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO FMOS**

The Financial Markets Ombudsman Service (FMOS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etika General Insurance Berhad to a dispute, or Etika General Insurance Berhad's failure to respond to a complaint within sixty (60) days. The FMOS contact details are as follows:

General Line: +603-2272 2811

or

Postal address:

Chief Executive Officer  
Financial Markets Ombudsman Service (Company No: 200401025885),  
(Formerly known as Ombudsman for Financial Services),  
Level 14, Main Block  
Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the FMOS office.

The FMOS must be contacted within six (6) months from the date of the final decision from Etika General Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the FMOS, please obtain the information pamphlets from Etika General Insurance Berhad or visit the FMOS website at [www.fmos.org.my](http://www.fmos.org.my).

Engagement of the FMOS is subject to the terms of reference pursuant to Section 126 of the Financial Services Act 2013. Contacting the FMOS does not affect the Claimant's or Insured Person's right to take legal action against Etika General Insurance Berhad should they be dissatisfied with the outcome by the FMOS.

### **PROCEDURE FOR COMPLAINT TO BNMLINK**

Any Policy Holder or Claimant who is not satisfied with the conduct of the Insurance Company may submit an enquiry, complaint, or feedback to BNMLINK.

The contact details are as follows:

BNMLINK  
4th Floor, Podium Bangunan AICB  
No. 10, Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone number: 1300 88 5465  
BNMLINK Portal: [bnm.gov.my](http://bnm.gov.my)/BNMLINK