

## RIDERCARE PA

### 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 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 and Us.

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

To help preserve the environment, We will send You one Policy booklet only. Please keep this Policy booklet in a safe place. In case of renewal and/or Policy condition amendment, We will send You the renewal Schedule and/or Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

### YOUR DUTY TO INFORM US

#### 1. Communication

All communication to Us must be in writing or You may contact Our Etiqa Online at 1300 13 8888.

#### 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 question in the Application Form (or when You applied for this insurance) i.e. You should have answered 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.
- 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

You are required to inform Us immediately if at any time after this contract of insurance or any other Policies effected on or by You has been entered into, varied or renewed with Us of any information given in the Application Form (or when You applied for this insurance or other Policies) is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any relevant information that may increase the risk including any disease, physical or mental defect or infirmity. We may:

- i) require You to pay an additional Premium for the increase risk;
- 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.

### DEFINITIONS

Unless indicated or defined otherwise, the definitions with interpretation as set out below, will apply to this Policy.

**Accident and Accidental** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

**Benefit** means the respective benefit(s), as stated in the Policy, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Policy in respect of each event or loss covered by this Policy.

**Bodily Injury** means bodily injury suffered by You during the Period of Insurance resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

**Claimant** means the person who is entitled to claim the insurance Benefit, according to the terms and conditions of this Policy.

**Doctor** means a registered medical practitioner, who is qualified and licensed to practice western medicine, and in rendering such treatment is practising within the scope of their licensing and training in the geographical area of practice. The attending doctor cannot be You, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

**Effective Date of Insurance** means the effective date on the Schedule.

**Endorsement** means a written alteration or amendment to the information, terms and conditions of this Policy. Endorsement to this Policy must be issued by Us.

**Loss of one (1) or both Hands** means complete severance between wrist and shoulder, or the total and permanent functional disability of an entire hand or arm.

**Loss of one (1) or both Feet** means complete severance between ankle and hip, or the total and permanent functional disability of an entire foot or leg.

**Loss of Sight** means total, permanent and irreversible loss of sight as a result of Accident to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in one (1) eye or both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

**Nominee** means the person that You have nominated to receive the Insurance Benefit payable under this Policy upon Your death. The nomination must be registered with Us.

**Ombudsman for Financial Services, or OFS** means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

**Personal Data** means any information that relates directly or indirectly to You and extends to any individual whose personal data has been provided by You, who is identified or identifiable from that information or from that and other information in Our possession, including any sensitive personal data and expression of opinion about You and the individual. For clarity purposes, Your personal data may have otherwise been provided to Us by an authorised third party.

**Period of Insurance** means the period for which You are insured.

**Policy** means Your insurance contract which consists of this policy wording, Schedule and any Endorsement.

**Policy Holder, You and Your** means the person named on the Schedule and must be a Malaysian, permanent resident of Malaysia and residents legally employed in Malaysia.

**Pre-existing Conditions** means any injury, illness, symptom and/or condition which existed before the Effective Date of Insurance. You may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- a) You had received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances

**Professional Sports** means any sport where a fee, income or benefit in kind is received either directly or indirectly for playing or training. This shall not apply to trainer, instructor and/ or coach.

**Premium** means any amount We require You to pay under this Policy and includes government charges.

**Schedule** means the Policy Schedule where the Benefits and Sum Insured are stated.

**Terrorism** means an act or acts, of any person or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Act of Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.

**Total and Permanent Disability** means that You are incapable of performing any work, occupation or profession for wages, compensation or profit, solely due to Accident, with no chances of recovery based on current medical knowledge and technology as a result of You being permanently total paralysis, permanently bedridden or complete insanity.

**We, Us and Our** means Etiqa General Insurance Berhad.

## WHAT DOES YOUR POLICY COVERS

SCHEDULE OF BENEFITS				
BENEFITS SECTION	Benefit Amount in Ringgit Malaysia (RM)			
	Plan 1	Plan 2	Plan 3	Plan 4
1. Accidental Death	5,000	10,000	15,000	20,000
2. Accidental Permanent Disability	5,000	10,000	15,000	20,000
3. Compassionate Cash	500	500	500	500

## DESCRIPTION OF BENEFITS

- 1. Accidental Death**  
If, during the Period of Insurance, You suffer Bodily Injury which results in Death, within twelve (12) calendar months after the date of the Accident, We shall pay a lump sum payment of the Benefit Amount as specified in the Schedule of Benefit.
- 2. Accidental Permanent Disability**  
If, during the Period of Insurance, You suffer Bodily Injury which results in Permanent Disability, within twelve (12) calendar months after the date of the Accident, We shall pay a lump sum payment of the relevant Benefit Amount as specified below:

Description of Permanent Disability	Proportion of Benefit Amount Paid
a) Total and Permanent Disability	100%
b) Loss of one (1) or both Hands	100%
c) Loss of one (1) or both Feet	100%
d) Loss of Sight	100%

The maximum Benefit paid under Accidental Permanent Disability is restricted to 100% of the Benefit Amount specified in the Schedule of Benefits.

### 3. **Compassionate Cash**

If any Benefit Amount becomes payable under Accidental Death, We shall pay a lump sum payment of the Benefit Amount specified in the Schedule of Benefits in the event of Your death resulting from an Accident.

## EXTENSIONS

### 1. **Sedentary Work / Off-Duty Cover**

If You are employed or engaged under any of the following occupations:

- a) military, civil defence, law enforcement, fire-fighter or security guard/officer;
- b) air crew, ship crew, oil-rig crew, diver or fisherman;
- c) mining, logging, sawmilling, woodworking or underground works;
- d) demolition, blasting or quarry;
- e) activities or work involving scaffolding, gondolas, ropes or cables; or
- f) dealing with explosives, poisonous or hazardous gases, liquids or substances;

by virtue of the extension granted under this Policy, cover is deemed granted provided:

- a) You are employed to do sedentary/desk-bound duties only; or
- b) You are off-duty and/or safely return to mainland at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

### 2. **Disappearance**

If You disappear and Your body has not been found within one (1) year after Your disappearance, We shall pay the death Benefit after We have examined all available evidence and We are satisfied that the disappearance can be presumed to be due to Your death as the result of an Accident. Subsequently, if You are found to be alive, any amount that We have paid must be refunded to Us.

## CONDITIONS

### 1. **A duty to comply with the Conditions**

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

### 2. **Fraud**

If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain Benefits by You or anyone acting on Your behalf, all Benefits under this Policy shall be forfeited.

### 3. **Claims Notification, Procedure and Settlement**

- a) Written notice of any event likely to give rise to a claim should be submitted to Us as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.
- b) You may be required, at Our expense to undergo further medical examination.
- c) We will only pay the Benefits if medical report, medical certificates, police report, original invoices/quotations and receipts (for all reimbursement Benefit) and other evidence which We may require are provided on request at Your expenses.
- d) If at the time of any claim under Benefits covered in this Policy which is on reimbursement basis, there shall be other insurance or takaful cover, either with Us or other companies covering the same risk or any part thereof, We will only pay Our ratable proportion.
- e) On payment of the Benefits, for which once You give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.
- f) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
  - i. Your identity; or
  - ii. The circumstance of the loss.
- g) In the event of death, We shall be entitled to have a post-mortem report at Your expenses.
- h) We will pay the Benefits due under this Policy to You or in the event of Your death, to Your estate in accordance with the Financial Services Act 2013.

### 4. **Nomination**

Pursuant to Paragraph 5(1) of Schedule 10 of the Financial Services Act 2013, a nomination made by a non-Muslim Policy Holder shall create a trust in favour of the Nominee of the Policy moneys i.e. death Benefit payable upon the death of the Policy Holder, 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 Holder upon receipt of the Policy moneys shall distribute the Policy moneys in accordance with Islamic law.

### 5. **Termination of Policy**

#### a) **Termination by You**

If You give notice in writing to Us to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is later. We will refund the Premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance, subject to a minimum retained Premium of Ringgit Malaysia Twenty-Five (RM25.00).

#### b) **Automatic Termination of Policy**

This Policy shall be terminated:

- i. on Your death; or
- ii. upon payment of Benefit Amount for Accidental Death or any one (1) form of Accidental Permanent Disability;

There shall be no refund of Premium for the unexpired portion during Period of Insurance once Benefit b) i or b) ii has been paid.

#### c) **Termination by Us**

We may give notice of termination hereof by registered post to You at Your last known address. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the Premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance, subject to a minimum retained Premium of Ringgit Malaysia Twenty-Five (RM25.00).

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

This Policy shall terminate at 12:01am Malaysian time on the relevant date of termination.

**6. Eligibility**

To be eligible under this insurance, You must be sixteen (16) years of age and not more than sixty-five (65) years of age on the Effective Date of Insurance. You may renew this Policy up to the age seventy (70) years. This Policy will cease when You attain age of seventy one (71) years.

**7. Payment of Premium – Cash Before Cover**

You must pay the Premium before the coverage under this Policy is effective.

**8. Arbitration Clause**

Any dispute, controversy or claim arising out of or relating to this Policy shall be referred to the decision of an Arbitrator. The Arbitrator shall be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties. Appointment shall be within one (1) calendar month after having been required to do so by either of the parties. In the case the parties do not agree on a single Arbitrator, an Umpire will be appointed in writing by the the Arbitrators in accordance with the Asian International Arbitration Centre (AIAC) for i-Arbitration Rules. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against Us. The place of arbitration shall be Kuala Lumpur, Malaysia.

If We shall disclaim liability to You for any claim hereunder, and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**9. Legal Actions**

No action shall be brought to recover on this Policy before the 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 more than three (3) years after the time written Proof of Loss is required to be furnished.

**10. Alteration and Changes**

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) days prior notice in writing by registered post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Policy.

No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

**11. Policy Renewal**

This Policy shall be effective for a period of one (1) year from the Effective Date of Insurance and can be renewed annually. This Policy is renewable at Our option. We have the right to renew, cancel or amend any of its terms on the Policy renewal.

**12. Other Insurance**

No person shall be insured under more than one RiderCare PA Policy issued by Us. In the event You are insured under more than one (1) such Policy, We shall consider that You are insured under the Policy which was issued first or provides the greatest amount of Benefit (where applicable) and We shall refund any duplicated Premium payment which may have been made by or on Your behalf.

If at the time of any claim under Benefits covered in this Policy which is on reimbursement basis, there shall be other insurance or takaful cover, either with Us or other companies covering the same risk or any part thereof, We will only pay Our ratable proportion.

**13. Notice of Trust or 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.

**14. 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 or United States of America.

**15. 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.

**16. Currency**

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

**17. Applicable Law**

This Policy shall be governed by and interpreted in accordance with the laws of Malaysia.

**18. Subrogation**

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party, and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies, and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

**19. Changes in Taxation, Regulations and Legislation**

We may vary the terms of this Policy as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Policy. We will notify You in writing three (3) months prior when terms in this Policy need to be changed.

If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable).

In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, We may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Us for all of such tax upon demand by Us.

**20. 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 Etiqa Online at 1300 13 8888, or refer to Our website at [www.etiqa.com.my](http://www.etiqa.com.my).

## WHAT IS NOT COVERED

We will not pay You for any consequence whatsoever which is the direct or indirect result of any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising;
2. Any action taken in controlling, preventing, suppressing, or in any way relating to (1) above;
3. Participating in a terrorist act, riot, strike, or civil commotion;
4. Ionisation, radiation or contamination, by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials;
5. Suicide, attempted suicide or self-inflicted injury, while sane or insane;
6. Pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident;
7. Physical and violent provocation by You, leading to a similar response that leads to physical harm or death;
8. Training, practising or taking part in hazardous sports or activities such as (but not limited to):
  - a) underwater activities involving the use of compressed air or gas;
  - b) potholing, climbing or mountaineering;
  - c) hunting, off-road vehicle activities, or water-skiing;
  - d) flying or other aerial activities, except as a fare-paying passenger in a commercial airline;
  - e) parachuting, sky-diving, hang-gliding, or bungee jumping;
  - f) any racing activities other than on foot;
  - g) Professional Sports; or
  - h) martial arts or fighting;
9. Committing or attempting to commit any unlawful or criminal act, whether directly or as an accessory;
10. Driving or riding without a valid driving license or is not qualified for holding or obtaining such a valid driving license or such driving license is being considered lapsed due to non-renewal under any applicable laws and regulations;
11. Under the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a Doctor but excluding drugs used in the treatment of alcohol or drug addiction); except where You are a passenger.

## 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:  
Etiqua 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  
Etiqua Online: 1300 13 8888  
E-mail: info@etiqua.com.my  
Homepage: www.etiqua.com.my
3. In the event of claims under this 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  
Etiqua General Insurance Berhad  
Level 6, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia;

Or by telephone number 1300 13 8888 or +603 2780 4500 (Overseas)  
Facsimile Number: +603 2297 1919  
E-mail: complaint\_cmu@etiqua.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) 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 OFS**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Policy Holder, in the event that the Claimant or Policy Holder is dissatisfied with Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

E-mail: enquiry@ofs.org.my  
or  
Facsimile Number: +603-2272 1577  
or  
Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
Level 14, Main Block  
Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Policy Holder may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Policy Holder.

For further details on the OFS, please obtain the information pamphlets from Us or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my).

Engagement of the OFS is subject to the terms of reference pursuant to Section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Policy Holder's right to take legal action against Us should they be dissatisfied with the outcome by the OFS.

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

Any Policy Holder or Claimant who is not satisfied with the conduct of the Insurance Company may write to BNMLINK, giving details of the complaint, the name of the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Policy Holder or the Claimant and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur, Malaysia  
Telephone Number: 1300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: bnmtelelink@bnm.gov.my