



# DriveSafe PA Partner (Motor) Insurance Policy

## 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.

## **EXPLANATORY NOTES**

### **How to read this document**

Please note that **Your DriveSafe PA Partner Policy** only starts from page 1 onwards. To help you read and understand **Your Policy** better **We** provide some explanatory notes together with comments and examples (written in *italic*). These are not meant to be part of **Your Policy** and should not be used to interpret **Your** insurance contract in the event of any dispute.

### **Words in bold**

You will notice that some words in the **Policy** are printed in **bold** letters. This is because they have been given specific meaning in **Your DriveSafe PA Partner Policy**. Please refer to Section F on page 7 for the meaning of these words.

### **What makes up Your insurance contract?**

**Your** insurance contract with **Us** is made up of the following:

- **insurance Policy**
- the information **You** provided **Us** when **You** applied for this insurance;
- the **Schedule**;
- the **Endorsements** attached to the **Policy**; and
- the **Certificate of Insurance (CI)**.

All these must be read together as they form **Your** insurance contract.

### **Duty of Disclosure**

#### **A. Consumer Insurance Contract**

Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with **Schedule 9** of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

**You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

#### **B. Non-Consumer Insurance Contract**

Where **You** have applied for this insurance for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied, and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of term(s) or termination of **Your** contract of insurance.

**You** also have a duty to tell **Us** immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

*If **You** misrepresented any facts to **Us** before the **Policy** is entered into, examples of the actions that may be taken by **Us** against **You** include the following:*

- *declare **Your Policy** void from inception (which means treating it as invalid), and **We** may not return any **Premium**;*
- *cancel this **Policy** and return any **Premium** less **Our** cancellation charge or recover any unpaid **Premium**;*
- *remove one or more named drivers from **Your Policy** and adjust **Your Premium** accordingly;*
- *recover any shortfall in **Premium**;*
- *not pay any claim that has been or will be made under the **Policy**; or*
- *be entitled to recover from **You** the total amount of any claim already paid under the **Policy** or any claim **We** have to pay because of any relevant road traffic legislation, plus any recovery cost.*

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## Section A - 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.

## Section B - Insuring Amount and Benefits

### TABLE OF BENEFITS

Benefits		Per Unit Benefit Limits per Insured Person (RM)
1	Accidental Death	25,000 subject to aggregate limit of 200,000
2	Permanent Disablement	25,000 subject to aggregate limit of 200,000
	- Total and irrecoverable loss of all sight in both eyes; - Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot; - Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye; - Total Paralysis	
	- Total loss by physical severance at or above the wrist or ankle of one hand or one foot; - Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of hearing in one ear; - Total and irrecoverable loss of hearing of both ears;	
3	Medical Expenses	3,000
4	Dental Correction and Corrective Cosmetic Surgery Benefit	3,000
5	Daily Hospital Income	100/day subject to aggregate limit of 15,000
6	Bereavement Allowance	6,000
7	Ambulance Fees	500

Where more than one (1) unit is insured, the level of compensation will be increased in direct proportion to the number of units as stated in the **Schedule**.

## Benefits 1 & 2 - Accidental Death and Permanent Disablement

If during the **Period of Insurance** **Insured Person(s)** shall suffer bodily injury as defined under benefits (1) and (2) as described above resulting solely and directly from an accident caused by violent external and visible means whilst **Insured Person(s)** is driving, riding as a passenger or whilst mounting into or dismounting from the **Named Vehicle** mentioned in the **Schedule**, then **We** shall pay to **Insured Person(s)** or to **Insured Person(s)** legal representative the sum stated under such benefit as payable in respect thereof provided that:-

1. Either the death or disablement benefit only shall be payable in respect of any one of **Insured Person(s)** in connection with the same accident.
2. On the happening of an accident giving rise to a valid claim under Death Benefit or 100% Permanent Disablement Benefit, this benefit shall thereafter cease to apply.
3. No sum shall be payable under this benefit unless death, Permanent Disablement or loss takes place within twelve (12) calendar months from the date of the accident.
4. The total liability of the Company shall not in the aggregate exceed the aggregate limit stated in the Table of Benefits during any one **period of insurance**.
5. In the event that the actual number of persons traveling in the vehicle exceeds the seating capacity stated in the **Schedule**, **Our** limit of liability per person shall be reduced proportionately to the actual number of persons.
6. For death and permanent disablement benefits, the total claim payable for the total number of claimants is limited to overall **Policy** limit. In the event the total claim payable exceeded the overall **Policy** limit, total claim payable for the total number of claimants shall be proportionate in accordance to the overall **Policy** limit.
7. **We** will pay double the Sum Insured stated in the Table of Benefits for Death and Permanent Disablement arising from accident whilst **Insured Person(s)** traveling in the **Named Vehicle** mentioned in the **Schedule** during **Festive Seasons**, 2 days before and 2 days thereafter.

**Festive Seasons** - refers to first day of Chinese New Year, first day of Hari Raya Aidilfitri, Deepavali, Christmas, first day of Hari Gawai Dayak and first day of Pesta Kaamatan in Malaysia.

## Benefit 3 - Medical Expenses

**We** will pay to the **Insured Person(s)** the reasonable medical, **Hospital** or nursing home expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the **Insured Person(s)** as the direct and immediate result of an accident to the **Named Vehicle** mentioned in the **Schedule**.

Compensation under this benefit shall only be payable if such medical or surgical treatment is rendered to the **Insured Person(s)** by a qualified **Medical Practitioner**, provided that the first expense is incurred within twenty-six (26) weeks after the date of accident. This benefit is only payable if the **Insured Person(s)** furnishes **Us** with original medical bills issued by a qualified **Medical Practitioner**.

## Benefit 4 - Dental Correction and Corrective Cosmetic Surgery Benefit

**We** will reimburse the actual expenses incurred by the **Insured Person(s)** up to the amount stated in the Table of Benefits for Dental Correction and Corrective Cosmetic Surgery performed on the **Insured Person(s)**'s neck, head or chest (navel up) following injuries sustained as a result of an accident to the **Named Vehicle** mentioned in the **Schedule**, provided that such Corrective Cosmetic Surgery is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon.

## Benefit 5 - Daily Hospital Income

**We** will pay a lump sum daily allowance of RM 100 to each of **Insured Person(s)** during the period of **Hospitalisation**, in the event if **Insured Person(s)** are hospitalized due to accident involving the **Named Vehicle** as described in the **Schedule**.

The total liability to the Company shall not exceed the aggregate limit stated in the Table of Benefits during the **period of insurance**.

**Hospitalisation** - Admission to a **Hospital** as a registered bed patient for medically necessary treatment of a motor accident upon recommendation of a Physician. Admission to the **Hospital** must be made within 2 days from the date of the accident. A patient shall not be considered as a bed-paying patient if the patient does not

physically stay in the **Hospital** for the whole period of confinement. Upon discharged from **Hospital**, any subsequent confinement for the same accidental Injury shall not be covered by the **Policy**.

#### **Benefit 6 - Bereavement Allowance**

**We** will pay a lump sum bereavement allowance as per the benefit limit stated in the Table of Benefits to **Insured Person(s)** legal representative in the event of accidental death to **Insured Person(s)** upon a valid claim of benefit 1 above.

#### **Benefit 7 - Ambulance Fees**

**We** will reimburse up the benefit limit stated in the Table of Benefits for the charges incurred by the **Insured Person(s)** for necessary ambulance services rendered in Malaysia (inclusive of attendants) to and/or from the **Hospital** provided such Ambulance Fees were incurred as a result of an accident to the **Named Vehicle** mentioned in the **Schedule**.

## **Section C - 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 **You** 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 increased 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**

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.

## Section D - Exclusions

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

- a. loss caused directly or indirectly, wholly or partly
  - (i) by bacterial infections (except pyogenic shall occur through an accidental cut or wound);
  - (ii) by any form of illness, diseases, infection, or parasites fits hernia including malaria dengue fever and acquired immune deficiency syndrome;
  - (iii) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this **Policy** and performed within the time provided in the **Policy**);
  - (iv) by child birth, miscarriage, abortion or pregnancy not caused by road accident to the named vehicle mentioned in the schedule;
  - (v) while the driver is under the influence of alcohol or intoxicating liquor, narcotic, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that the driver is incapable of having proper control of **Your** vehicle;
  - (vi) while the vehicle is used for illegal business as an unlicensed common carrier;
  - (vii) while committing or attempting to commit any unlawful or criminal act.
- b. HIV (Human Immunodeficiency Virus) and/or HIV related illnesses and/or any mutant derivatives or variations thereof;
- c. Suicide or any attempt thereat (sane or insane);
- d. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, strike, civil commotion, civil war, act of terrorism, rebellion, insurrection, conspiracy military or usurped power, martial law, or state of siege, r any of the events or causes which determine the proclamation or maintenance or martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under of any government or public or local authority; or any weapon or instrument or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any **Endorsement** which does not specifically refer to it, in whole or in part. **You** shall, if so required, and as a condition precedent to any of **Our** liability prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes;
- e. Loss if the vehicle is used for hire or reward, road rally pace making, speed-testing or use for any purpose in connection with the motor trade;
- f. Loss if the driver does not have a valid driving license to drive the vehicle. This will not apply if the driver has an expired license but is not disqualified from holding or obtaining such driving license under any existing laws, by laws and regulation;
- g. Any person engaging in or taking part in police, army, naval or arm force services or operations.
- h.
  - (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or
  - (ii) from any nuclear waste or from the combustion of nuclear fuel, or
  - (iii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or
  - (iv) 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.
  - (v) any nuclear material, nuclear installation or any other nuclear energy.

## Section E - 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

If the claim be in any respect fraudulent or if any false declarations be made or used in support thereof or if any fraudulent means or devices are used by **You** or any one acting on **Your** behalf to obtain any Benefit under this **Policy**; if the Death or loss or Disablement be occasioned by the willful act or with **Your** connivance; or if the claim be made and rejected and an action or suit be not commence within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of the 6<sup>th</sup> condition of this **Policy**) within three (3) months after the arbitration or arbitrators or umpire shall have made their reward all Benefits under this **Policy** shall be forfeited.

### 3. Claims Notification, Procedure and Settlement

- a. Claims certificate information and evidence required by **Us** shall be furnished at **Your** expense or **Your** legal personal representative and shall be in such form and of such nature as **We** may prescribe. The **Insured Person(s)** as often as required shall submit to medical examination on **Our** behalf at their own expense in respect of any alleged bodily injury. In case of death reasonable notice shall be given to **Us** before internment or cremation and **We** may require or be represented at a post mortem examination on the body of the **Insured Person(s)**. Immediate notice stating time and place shall be given to **Us** of any inquest appointed. Time is the essence of this Condition.
- b. In case of bodily injury to which this **Policy** relates
  - i. the **Insured Person** shall procure and act upon medical or surgical advice as soon as practicable
  - ii. written notice shall be given to **Us** as soon as possible but in any event within twenty-one (21) days of such bodily injury.
- c. All claims shall be submitted through **You**. **Your** personal representatives' receipt shall discharge **Us**. All other indemnities of this **Policy** which are payable other than to **You** shall be payable directly to the injured person or to his legal representative whose receipt shall be a full discharge of the injury of such **Insured Person(s)**.

### 4. Cancellation

**We** may cancel this **Policy** by sending fourteen (14) days' notice by registered letter to **You** at **Your** last known address and in such event will return to **You** the pro rata refund of the unexpired **Premium** or the **Policy** may be cancelled a any time by **You** and **You** shall be entitled to a refund **Premium** based on **Our** customary short period rate as follows:-

<u>Period Not Exceeding</u>	<u>Percentage of Annual Charged</u>	<u>Refund of Annual Premium</u>
15 days	10%	90%
1 month	20%	80%
2 months	30%	70%
3 months	40%	60%
4 months	50%	50%
5 months	60%	40%
6 months	70%	30%
7 months	75%	25%
8 months	80%	20%
9 months	85%	15%
10 months	90%	10%
11 months	95%	5%
Exceeding 11 months	100%	No Refund

If a claim has been made under this **Policy**, no refund of the unexpired **Premium** will be allowed.



## 5. Payment of Premium

### Cash Before Cover Endorsement

It is fundamental and absolute special condition of this contract of insurance that the **Premium** due must be paid and received by **Us** before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The authorized agent shall remit the **Premium** within seven (7) working days upon receipt of such **Premium** from **You**. **We** reserve the right to refuse any coverage and/or reject any claim resulting from non-payment of **Premium** to **Us**.

## 6. Arbitration Clause

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 difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator or arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or arbitrators or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this **Policy** that the award by such arbitrator or arbitrators or umpire if disputed shall be first obtained.

## 7. Condition Precedent To Liability

The due observance and fulfillment of the terms and conditions and **Endorsements** of this **Policy** insofar as they relate to anything to be done or not to be done by **You** shall be conditions precedent to any of **Our** liability to make any payment under this **Policy**.

## 8. Interested Parties

**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 recognize any equitable or other claim or interest in the **Policy** and **Your** receipt or **Your** legal representatives shall be an effectual discharge.

## 9. Notice

Every notice or communication to be given or made under this **Policy** shall be delivered in writing to **Us**. No alteration in the terms of this **Policy** and no **Endorsement** hereon or addition hereto will held valid unless the same is made and signed by **Us**.

## 10. Change In Risk

**You** shall give immediate notice to **Us** of any change in **Your** name residence business or occupation and shall also give notice before any renewal of this **Policy** of any injury disease physical defect of infirmity by which **You** have become affected or of which **You** have become cognizant.

## 11. Co-Ordination Of Benefit

When the **Insured Persons** is entitled to Benefit 3 payable under any other insurance group or individual the benefits payable under this **Policy** shall be limited to the balance of expenses not covered by benefits payable under the other insurance subject to the maximum benefits payable as stated in the **Schedule**.

## 12. Discharge of Liability

Any receipt or discharge which the **Insured Person(s)** or their legal representative may grant to **Us** for any capital sum or compensation under this **Policy** shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting to the **Insured Person(s)** in consequence of the accident whether resulting before or after the date of such receipt or discharge.

## 13. Territorial Limit

This **Policy** only covers motor road accidents involving the **Named Vehicle** in Malaysia, Singapore, and Brunei in accordance to the laws of Malaysia.

## Section F - Definitions

This section explains what **We** mean by the words printed in **bold** in this **Policy**.

### **We/Us/Our - means**

Tokio Marine Insurans (Malaysia) Berhad

### **You/Your - means**

The person named as the Insured in the **Schedule**.

### **Insured Persons - means**

**You, Your Authorised Driver and/or Your Passenger(s)** who is driving, riding as a passenger or whilst mounting into or dismounting from the **Named Vehicle** mentioned in the **Schedule**.

### **Period of Insurance - means**

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

### **Policy - means**

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

### **Endorsement - means**

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

### **Premium - means**

Any amount **We** require **You** to pay under the **Policy** and includes Services Tax.

### **Schedule - means**

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

### **Hospital - means**

Any lawfully operating public or private **Hospital**/medical centre which provides room and board and twenty-four (24) hours nursing services.

### **Named Vehicle - means**

The vehicle as described in the **Policy Schedule**.

### **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.

## Section G - Notice to All Policyholders

(Regarding OMBUDSMAN FOR FINANCIAL SERVICES and BNMTLELINK OR BNMLINK)

The following bodies are authorised to oversee public enquiries and complaints on insurance related matters. You can contact them for assistance at :

- I. OMBUDSMAN FOR FINANCIAL SERVICES  
(formerly known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel 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: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
Address: BNMTLELINK  
Corporate Communications Department  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Website: [telelink.bnm.gov.my/](http://telelink.bnm.gov.my/)

### IMPORTANT NOTICE

“The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM’s TIPS Brochure or contact Tokio Marine Insurans (Malaysia) Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).”

## Section H - Memo / Clauses / Endorsements

THE FOLLOWING CLAUSES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY

### 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.

### TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any **Endorsement** thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this **Endorsement** 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 organization(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.

This **Endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured Person/You**.

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

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

### SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)

The insurer shall be deemed not to provide cover and 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 the insurer to any sanction, prohibition or restriction on matched individuals and entities listed under the United Nations Sanction List as well as section 66B (1) applicable to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds From Illegal Activities 2001 or any trade or economic sanctions subjected under the administration of Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").