

CYCLEPAC

Motor Personal Accident

IMPORTANT NOTICE

Please read this document carefully and keep it in a safe place. Please contact Us if **You** need any clarification.

Statement Pursuant to Schedule 9 of the Financial Services Act 2013

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** for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance.

Personal Data Protection Act 2010 (PDPA)

The Personal Data Protection Act 2010 which regulates the processing of personal data in commercial transactions, applies to **Us**. **You** may make inquiries, complaints, request for access, update, correct or change any of **Your** personal data, limit the processing of **Your** personal data and/or to opt-out of **Our** use at any time hereafter by submitting such request to **Us** by sending an email to callcentre@zurich.com.my. Requests for opt-out must state clearly the full name, identity document number, policy number, telephone number and address of the person making such request.

The processing of **Your** personal data is subject to **Our** Personal Data Protection Notice as published on <https://www.zurich.com.my/pdpa>.

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in the Policy. They are **bold** and begin with a capital letter (e.g. **Motorcycle, You, Your**).

Accident or Accidental

shall mean a sudden, unforeseen and fortuitous event that happens unexpectedly and results in death, disablement or **Bodily Injury** during the **Period of Insurance**.

Accidental Permanent Total Disablement

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within twelve months (12) consecutive months will prevent **You** from engaging in employment of any and every kind for the remainder of **Your** life and from which there is no hope of improvement.

Authorised Rider

is limited to **Your** Immediate Family Member who is **Your** spouse, biological parent, grandparent, siblings and children.

ATM

shall mean Automated Teller Machine, which is a computerised machine administering cash dispensing and other banking services and facilities.

ATM Robbery

shall mean committing or attempt to commit theft by violence, intimidation, or threat of force, voluntarily causes or attempt to cause death, hurt or wrongful restraint, or puts someone in fear of instant death, or of instant hurt, or of instant wrongful restraint.

Bodily Injury

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

Cash

shall mean money in the physical form of currency, such as banknotes and coins.

Disability

shall mean a sickness, disease, illness, or **Bodily Injury** arising out of a single or continuous series of causes.

Effective Date

shall mean the date from which the insurance coverage under this Policy becomes effective as specified in the **Policy Schedule**.

Hospital

shall mean an establishment duly constituted, registered and operating as a hospital for the care and treatment of sick and injured persons as paying bed patients which:

- i. has facilities for diagnosis and major surgery;
- ii. provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- iii. is under the supervision of a **Physician**; and
- iv. is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishments.

Identification Document

shall mean **Your** National Registration Identity Card (NRIC), passport and/or driver's license.

Insured Person

shall mean the persons accorded coverage under this **Policy** as stated in the **Policy Schedule**.

Loss of Sight

shall mean the entire and permanent irrecoverable loss of sight.

Loss of Use

shall mean permanent total functional disablement and is treated like total loss of said limb or organ and not in terms of **Your** professional or occupational incapacity or covered event.

Medically Necessary

shall mean a medical service which is:

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

MOHA

shall mean Ministry of Home Affairs.

Motorcycle

shall mean the motorcycle with registration number as stated in the **Policy Schedule**.

OFAC

shall mean Office of Foreign Assets Control.

Period of Insurance

shall mean the duration of the **Policy** as stated in the **Policy Schedule**.

Personal Effect

shall mean handbag, wallet, purse and mobile phone which are quantifiable monetarily (excluding cash), owned by **You** and were in **Your** possession at the time of the **Snatch Theft**.

Physician

shall mean a medical practitioner qualified and licensed:

- i. to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training under any applicable law in the geographical areas of practice; and
- ii. excluding **You** and **Your** immediate family members, i.e. siblings, spouse, child or parent.

Pillion Rider

shall mean the pillion passenger who is carried by **You** or **Authorised Rider(s)** (if PA Rider is purchased) on the **Motorcycle**.

Pre-Existing Conditions

shall mean disabilities that **You** have reasonable knowledge of prior to the inception date of the **Period of Insurance**. **You** may be considered to have reasonable knowledge of a pre-existing condition if:

- i. **You** have received or is receiving treatment;
- ii. medical advice, diagnosis, care or treatment has been given or recommended;
- iii. clear and distinct symptoms are or were evident; or
- iv. **You** have known of its existence which would have been apparent to a reasonable person.

Policy Schedule

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

RM

shall mean in Ringgit Malaysia; the currency of Malaysia.

Snatch Theft

shall mean criminal act of forceful stealing or attempt to steal from **You** including snatch grab, a situation where **Your Personal Effects** and **Identification Document** are grabbed or attempted to be grabbed while **You** are walking as a pedestrian or while **You** are driving or riding in any vehicle.

Tax

shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.

UNSC

shall mean United Nations Security Council.

War

shall mean a contest by force between two (2) or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized and unauthorized, by the sovereign.

We/Us/Our

shall refer to Zurich General Insurance Malaysia Berhad that is issuing **You** this **Policy**.

You/Your/Policyholder

shall mean the policyholder and the legal owner of the **Motorcycle** listed in the **Policy Schedule**.

GENERAL CONDITIONS

This Policy and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the **Schedule** shall bear such specific meaning wherever it may appear.

1. AGE LIMIT

The age eligibility to qualify this Policy ranges from sixteen (16) to eighty (80) years old. All ages refer to the age of **Your** next birthday.

2. ALTERATIONS

We reserve the right to amend any premium, terms and conditions of this Policy with a valid reason and such alteration to the Policy shall be valid if authorised by **Us** and endorsed hereon. **We** will notify **You** in writing using registered letter to **Your** last known address at least seven (7) days before any alteration is made to this Policy.

3. ARBITRATION

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by **Us** for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

4. AUTOMATIC TERMINATION

The Policy shall automatically terminate on the earliest happening of the following events:

- i. on the date the Policy is cancelled.
- ii. on the date claim is made on Benefits A or B in Basic Coverage.
- iii. on the next renewal date or premium due date, whichever earlier, if the required premium is not paid;
- iv. on the next renewal date if **You** attain the maximum age limit at eighty (80) years old.

5. CANCELLATION

We will give fourteen (14) days written notice of **Our** intention to terminate the Policy with a valid reason by registered letter to **Your** last known address, in which case a proportion of the premium corresponding to the unexpired **Period of Insurance** will be returned. Similarly, **You** may, at any time cancel this Policy by providing **Us** fourteen (14) days written notice in which **We** will retain the customary pro-rate of premium for the time the Policy has been in force.

6. CASH BEFORE COVER

It is a fundamental and absolute special condition of this Policy that the premium due must be paid and received by **Us** before this Policy is effective.

7. CHANGE OF ADDRESS OR PARTICULARS

You shall give immediate notice to **Us** of any change in **Your** occupation, business, duties or pursuits and make any additional premium that may be required by **Us**. Before each renewal of the Policy, **You** must notify **Us** in writing of any injury, disease, physical defect or infirmity by which **You** have been affected or have knowledge of.

8. CLAIMS PAYMENT

- Basic Coverage and Optional Coverages C, D and E: all benefits shall be payable to **You**, except in the event of death, to **Your** legal personal representative. Compensation shall only be payable under either Coverage A or Coverage B in connection with the same **Accident**.
- Optional Coverage F: all benefits shall be payable to **Authorised Rider**, except in the event of death, to the legal personal representative of the deceased.
- Optional Coverage G: all benefits shall be payable to **Pillion Rider**, except in the event of death, to the legal personal representative of the deceased.

9. CLAIMS PROCEDURE

On the happening of any claim under this Policy:

- i. Written notice stating details of the claim shall be given to **Us** within fourteen (14) days after the **Incident**.
- ii. **You** should procure and act upon proper **Physician** advice as soon as practicable.
- iii. All certificates, information and evidence required by **Us** must be at the expense of the claimant in the form prescribed by **Us**.
- iv. **You** may have to undergo further medical examination as required by **Us** at **Our** expense.
- v. In the event of death, **We** shall be entitled to have a post-mortem examination and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.

10. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, provisions and conditions of this Policy by **You** and/or **Insured Person** in so far as they relate to anything to be done or not to be done or complied with by them shall be conditions precedent to any liability of **Ours**.

11. CURRENCY AND EXCHANGE RATES

- i. All claims payments will be made in Ringgit Malaysia (**RM**).
- ii. All premiums shall be paid in Ringgit Malaysia (**RM**).
- iii. If **You** are admitted to a **Hospital** and/or receive medical treatment outside Malaysia and render bills in a currency other than Ringgit Malaysia (**RM**), **We** shall indemnify in Ringgit Malaysia (**RM**) based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date **You** are discharged from **Hospital**.

12. DUTY OF DISCLOSURE

Consumer Insurance Contract - 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** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

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

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

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

13. GOVERNING LAW

Any interpretation of this Policy relating to its construction, validity or operation shall be interpreted in accordance with Malaysia Law.

14. INTERPRETATION OF THE POLICY

Where the context so permits, words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

15. MISSTATEMENT OR OMISSION OF MATERIAL FACT

This Policy shall be void if:

- (a) any answer or representation by **You**, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly incorrectly stated in any respect; or
- (b) before this contract of insurance is entered into, varied or renewed, **You** have failed to disclose any fact **You** knew to be relevant to **Our** decision on whether to accept the risk or not and the rates and the terms to be applied; or
- (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.

16. NON-ASSIGNMENT

This Policy is non-assignable, and **We** shall not recognise or be affected by any trust, charge, lien or assignment relating to this Policy. Any receipt or discharge which **You** may grant to **Us** for any sum insured or compensation under this Policy shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting **You**, in consequence of the claim whether resulting before or after the date of such receipt or discharge.

17. NOTICE

Every notice or communication to **Us** shall be in writing and sent to **Us**. No alterations in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by **Our** authorised representative.

18. SANCTION

Notwithstanding any other terms under this agreement, **We** shall not be deemed to provide coverage or will make any payments or provide any service or benefit to any **Insured** or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation under the sanctions regimes of **UNSC**, **MOHA**, and **OFAC**.

19. TAX

All premium and fees payable under this Policy may be subject to **Tax**. If **Tax** is imposed, it will be stated in the invoice and **We** reserve the right to claim or collect the **Tax** from **You** in addition to the premium and/or fees payable under this Policy.

20. TERRITORIAL LIMIT

Malaysia, Singapore and Brunei.

GENERAL EXCLUSIONS

This Policy does not provide coverage under the following circumstances:

1. Sickness, disease or **Pre-Existing Conditions**;
2. Loss or **Bodily Injury** caused directly or indirectly, wholly or partly to the **Insured Person** while the **Insured Person** riding was intoxicated with alcohol or drugs, except where the drug is taken under the direction of a **Physician** provided such direction is not for the treatment of drug addiction. The rider shall be deemed as incapable of having proper control of the **Motorcycle** if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of the driver is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport (Amendment) Act 2020 of 50mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;
3. Pregnancy, medical disorder and insanity unless caused solely and directly by accidental means to **Insured Person**;
4. Provoked murder or assault, intentional self-injury, suicide or attempted suicide while sane or insane;
5. Deliberate exposure to exceptional danger (except in an attempt to save human life);
6. While the **Motorcycle** is used for racing, road-rally, pace-making, speed-testing or used for any purpose in connection with motor trade;
7. While the **Motorcycle** is used for illegal business pursuit as an unlicensed common carrier;
8. Criminal act or any illegal activities;
9. Invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), rebellion, revolution, insurrection, mutiny or usurped power;
10. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
11. **Insured Person** does not have a valid driving licence to ride the **Motorcycle**. This will not apply if **Insured Person** has an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations;
12. **Insured Person** uses the **Motorcycle** for an unlawful purpose or to attempt an unlawful purpose i.e. in violation of the criminal law or a recognized law of the country where the **Motorcycle** was being used.

BENEFITS

BASIC COVERAGE

BENEFIT A – ACCIDENTAL DEATH

If **You** suffer a **Bodily Injury** as a result of an **Accident** involving the **Motorcycle** whilst **You** are riding on the **Motorcycle**, which shall within twelve (12) consecutive months result in death, **We** will pay the amount stated in the **Policy Schedule** based on the number of units **You** have selected.

BENEFIT B – ACCIDENTAL PERMANENT TOTAL DISABLEMENT

If **You** suffer a **Bodily Injury** as a result of an **Accident** involving the **Motorcycle** whilst **You** are riding on the **Motorcycle**, which shall within twelve (12) consecutive months result in any of the following disablements, **We** will pay the amount stated in the **Policy Schedule** based on the number of units **You** have selected:

- Injuries resulting in being permanently bedridden
- Any other injuries causing **Permanent Total Disablement** resulted from accident
- Total and irrecoverable **Loss of Sight** in one (1) eye
- Total **Loss of Use** or physical severance of one (1) hand or one (1) foot

OPTIONAL COVERAGE

BENEFIT C – SNATCH THEFT PROTECT

If **You** suffer from any of the following covered events as a result of **Snatch Theft**, **We** will reimburse up to the maximum sub-limit as specified for the respective covered event according to the plan **You** have selected as shown in the **Policy Schedule**, subject to a maximum of two (2) incidents during any one (1) **Period of Insurance**.

Wear and tear and depreciation of **Personal Effect** will be discounted according to the scale below:

Age of Personal Effect	Amount of Depreciation
Up to 12 months	25%
Up to 24 months	35%
Up to 36 months	45%
Above 36 months	60%

BENEFIT D – ATM ROBBERY

If **You** suffer from any of the following covered events as a result of **ATM Robbery** which occurred within one (1) hour from an **ATM Cash** withdrawal from **Your** bank's account, **We** will reimburse up to the maximum sub-limit as specified for the respective covered event as shown in the **Policy Schedule**, subject to a maximum of two (2) incidents during any one (1) **Period of Insurance**.

EXCLUSIONS APPLICABLE TO OPTIONAL COVERAGES C AND D:

- Any loss not reported to police within twenty-four (24) hours of such incident.
- Any loss directly or indirectly caused by pickpocketing, intentional or malicious acts, **Your** negligence or carelessness, unexplained, mislaying or mysterious disappearance.

BENEFIT E – DENGUE CARE

If **You** are diagnosed with dengue fever by a **Physician** and incur **Medically Necessary** expenses for treatment of such diagnosis, **We** will reimburse the **Medical** expenses up to the maximum amount according to the plan **You** have selected as shown in the **Policy Schedule**. The eligibility of this benefit will only start seven (7) days after the **Effective Date**.

BENEFIT F – PA RIDER

We will pay the PA Rider benefit as stated in the **Policy Schedule** to the **Authorised Rider(s)** or **Authorised Rider's** legal representative in the event of **Accidental** death or permanent disablement incurred as a result of an **Accident** involving the **Motorcycle** whilst the **Authorised Rider** is riding on the **Motorcycle**.

BENEFIT G – PILLION RIDER

We will pay the Pillion Rider benefit to the **Pillion Rider** or **Pillion Rider's** legal representative in the event of **Accidental** death or permanent disablement incurred as a result of an **Accident** involving the **Motorcycle** whilst **You** or **Authorised Rider** are riding on the **Motorcycle**, subject to a one (1) **Pillion Rider** for any one **Accident** and maximum of one (1) incident during any one **Period of Insurance**.

SPECIAL CONDITIONS APPLICABLE TO ALL OPTIONAL COVERAGES

If the **Policyholder** is a corporate entity or firm, the cover shall be restricted to the named **Insured Person** as stated in the **Policy Schedule**.

IMPORTANT

You should read this Policy carefully, and if any error or misdescription is found therein, or if the cover is not in accordance with **Your** wishes, advice should at once be given to **Us** and the Policy returned to **Us** for **Our** attention.

The benefit(s) payable under this product is (are) protected by PIDM up to limits. For more information, please refer to PIDM's Takaful and Insurance Benefits Protection System brochure on **Our** website www.zurich.com.my or on PIDM's website www.pidm.gov.my

PROCEDURES FOR MAKING INSURANCE COMPLAINTS

We are committed to delivering the best customer experience. If **You** have any complaints or dissatisfactions with any of **Our** products or services, **We** would like to hear from **You**. **You** can contact **Us** at:

Zurich General Insurance Malaysia Berhad

Level 23A, Mercu 3,
No. 3, Jalan Bangsar, KL Eco City,
59200 Kuala Lumpur,
Malaysia.
Tel: 03-2109 6000
Fax: 03-2109 6888
Call Centre: 1-300-888-622
E-mail: callcentre@zurich.com.my

Other Avenues to Seek Redress

We assure **You** that **Your** complaints will be attended to promptly. If **You** are not satisfied with **Our** final response or decision, **You** may write to Ombudsman for Financial Services (OFS) (formerly known as Financial Mediation Bureau) with details of the dispute and particulars of **Your** Policy.

If the OFS makes an award against **Us**, **You** are required to inform the OFS of **Your** decision to accept or deny the award within fourteen (14) days. If **You** do not accept the award, **You** may reject the decision of the OFS. **You** may choose to institute a court proceeding against **Us** or refer it to Arbitration.

The OFS can be contacted through:

Ombudsman for Financial Services (OFS)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: 03-2272 2811
Fax: 03-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my

Alternatively, **You** may put forward **Your** dissatisfaction to Bank Negara Malaysia's Customer Service Bureau (CSB). **You** can provide details of **Your** complaint and particulars of **Your** Policy to:

BNMLINK (Bank Negara Malaysia Laman Informasi Nasihat dan Khidmat)

4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur
Tel: 1-300-88-5465 (LINK)
E-mail: bnmlink@bnm.gov.my
Website: bnmlink.bnm.gov.my

Zurich General Insurance Malaysia Berhad

Registration no. 201701035345 (1249516-V)
Level 23A, Mercu 3, No.3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia.
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