

BIMA LIFE POLICY

Insurer	: Allianz Life Insurance Malaysia Berhad
Policy	: BIMA Life
Group Policy Owner	: Milvik Malaysia Sdn Bhd (Co. No. 1287372-W) (known as "BIMA")
Insured Person	: The person insured under this Policy.

IMPORTANT ACKNOWLEDGMENTS

- A. This Policy is issued by the Insurer to BIMA as the administrator of a group insurance policy scheme to provide individual Insurance Cover to eligible persons who apply for an insurance plan option as set out in this Policy and pay the relevant Premium via the mobile phone bill with the Mobile Operator.
- B. In consideration of the Premium received or to be received, the Insurer shall provide Insurance Cover to the Insured Person and pay the claims for the selected insurance plan option subject to the terms and conditions of this Policy. Neither the Mobile Operator nor BIMA are liable for paying any claims for Insurance Cover in connection with this Policy.
- C. BIMA shall administer this Policy as a group policy owner and agent of the Insurer by:
- (i) collating the Personal Data of the eligible persons applying for Insurance Cover and providing the same to the Insurer on an agreed periodic basis;
 - (ii) collecting the Premium payable and forwarding the same to the Insurer net of Commission;
 - (iii) attending to any cancellation of the Insurance Cover by Insured Person and refund of Premium; and
 - (iv) managing claims and customer service related to this Policy as authorised by the Insurer.

The terms and conditions of this Policy is available at www.bima.com.my or such other website as may be notified by BIMA from time to time.

For questions and claims related to this Policy, the Insured Person may contact **BIMA's customer service** by email: info@bima.com.my or hotline: 03 20225555. For complaints or if the Insured Person is not satisfied with the decision that has been made regarding their complaint, the Insured Person can email complaints@bima.com.my or contact **BIMA's customer service** hotline (03 20225555) and ask for the Operations Manager.

POLICY DETAILS

This group term life insurance policy provides a lump sum payment as a Death Benefit in the event of death of the Insured Person to the Beneficiary named by the Insured Person or the person who entitled through the Insured Person. The Insurance Cover provided by the Insurer is subject to, and will be administered in accordance with the laws of Malaysia.

1. ELIGIBILITY

Any person is eligible to apply for Insurance Cover under this Policy if that person is:

- a) an individual who holds a valid mobile phone number registered with the Mobile Operator; and
- b) of the Age of at least 18, but no older than 50 years (nearest birthday) on the date of registration for an insurance plan option ("**Subscription Date**").

2. INSURANCE EFFECTIVE DATE

- a) Insurance Cover under the selected plan option will become effective on the 1st day of the month following the month of the Subscription Date, provided a part of the Premium has been paid ("**Insurance Effective Date**") as confirmed by BIMA.
- b) If no part of the Premium has been paid during the month of the Subscription Date, the Insurance Effective Date will be delayed until the 1st day of the month following the month when part of the Premium has been paid as confirmed by BIMA.

- c) After registration, the Insured Person will automatically receive a monthly Insurance Cover, provided part of the Premium has been paid as confirmed by BIMA, until termination or cancellation of the Insurance Cover in accordance with Clause 11.
- d) Following a termination or cancellation, if the Insured Person re-registers for Insurance Cover again for any reason, the Insured Person's Insurance Cover will be subject to such terms as may be notified by BIMA including a new Insurance Effective Date.

3. FREE LOOK PERIOD

The Insurance Cover under this Policy may be cancelled by the Insured Person within fifteen (15) days, or as otherwise specified by Bank Negara Malaysia from the date of receipt of this Policy terms and conditions ("free look period"). The Insurance Cover may be cancelled by contacting BIMA's customer service. If the Insurance Cover is cancelled within the free-look period, any part of Premium paid will be refunded and no Insurance Cover will be provided under this Policy.

4. SUBSCRIPTION

The eligible person must provide the following information to be an Insured Person at registration:

- a) full name as per NRIC or passport;
- b) a valid mobile number registered with the Mobile Operator;
- c) NRIC (national identity number) or passport number;
- d) date of birth;
- e) plan option selected; and
- f) Declaration of Good Health.

5. PLAN OPTIONS

- a) The available plan options are as follows:

	BIMA 5	BIMA 10	BIMA 15	BIMA 25
Death benefit	RM20,000	RM40,000	RM60,000	RM100,000
Premium per month (excl tax)	RM5.00	RM10.00	RM15.00	RM25.00
Premium per month (incl tax*)	RM5.30	RM10.60	RM15.90	RM26.50

*6% service tax included

The above table shows the types of Sum Assured or Death benefit for each plan option provided Premium per month is paid in full. If only a part of the Premium is paid prior to the Insurance Effective Date, the Sum Assured or Death benefit for the Insurance Cover will be in proportion to the amount of Premium paid.

b) Example – partial Premium paid

The Insured Person selected BIMA 5, where Premium is RM5.00 per month.

Part Premium of RM2.50 + tax (50% of the full Premium of RM5.00) is paid after Subscription Date.

This will provide Insurance Cover of RM10,000 (50% of the Death benefit of RM20,000) in the following month from the Insurance Effective Date.

c) Example – No Premium paid

In the event that no part of the Premium for the relevant plan option is paid in a month of the Subscription Date, the Sum Assured provided will be RM 0 and the Insurance Cover is not yet in effect. See Clause 2(b) above.

- d) Unless the Insurance Cover is terminated or cancelled in accordance with Clause 11, the plan option selected will still continue until part of Premium is paid or until it is treated as lapsed, in accordance with Clause 10.

6. PAYMENT METHODS

- a) For Insured Person who is a postpaid subscriber of the Mobile Operator, the Premium payment will be collected monthly by BIMA and reflected in the Insured Person's postpaid bill with the Mobile Operator.
- b) For Insured Person who is a prepaid subscriber of the Mobile Operator, the Premium payment will be deducted from the Insured Person's mobile phone airtime balance in accordance with the payment plan selected at the point of registration. The Insured Person can select a daily, weekly or monthly payment plan. The number of instalments will be as follows:

Payment Plan	Daily	Weekly	Monthly
Number of times of deductions each month from the Insured Person's mobile phone airtime balance	20	4	1

- c) Payment of Premiums payable shall be collected by BIMA via the Mobile Operator's billing and transferred to the Insurer after deduction of Commission to pay for the Insurance Cover of the Insured Persons.

7. BENEFICIARY

- 7.1 The Insured Person shall be entitled to nominate one or more individual persons ("**Beneficiary**") who will receive the Death benefit upon the death of the Insured Person. The Insured Person may change the Beneficiary at any time by contacting BIMA's customer service.
- 7.2 The Beneficiary is not responsible to make any payment for the Insurance Cover of the Insured Person under this Policy.
- 7.3 The following information regarding each Beneficiary is required for an eligible nomination:
 - a) full name as per NRIC or passport;
 - b) NRIC (national identity number) or passport number;
 - c) Contact number and residential and mailing address;
 - d) Occupation of Beneficiary;
 - e) Beneficiary's relationship with the Insured Person; and
 - f) share of claims benefit to be allocated to the Beneficiary (if there are multiple beneficiaries).
- 7.4 When registered, BIMA is authorized by the Insured Person to contact the designated Beneficiaries and inform them of the Insured Person's Insurance Cover.
- 7.5 If the Insured Person did not nominate any Beneficiary to receive the Death benefit upon the death of the Insured Person, the Death benefit shall be paid to the claimant who is the:
 - a) lawful executor or administrator of the Insured Person's estate; or
 - b) where the Insurer is satisfied that there is no lawful executor or administrator of the Insured Person's estate, the benefit shall be paid to the Insured Person's spouse, child or parent in accordance with Section 6 of the Distribution Act 1958; and
 - c) where there is no spouse, child or parent, the benefits may be paid without requiring a grant of probate or letters of administration or distribution order to a person that satisfies the Insurer that the person claiming is entitled to the property of the deceased Insured Person under his or her will or has the consent of all lawful beneficiaries to be the administrator of the estate of the deceased Insured Person ("**Potential Claimant**").
- 7.6 Any Death benefit paid out to the Beneficiary nominated by the Insured Person, whether the Beneficiary received as an executor or ultimate beneficiary of the Insured Person's estate, shall discharge BIMA and the Insurer from all their liability under this Policy. The Insured Person further irrevocably indemnify BIMA and the Insurer against any claims that may be made against BIMA or the Insurer for the payment of the Death benefit to the Beneficiary as instructed by the Insured Person and this indemnity shall remain binding upon the estate and legal personal representatives of the Insured Person.

7.7 Any Death benefit is paid out to the persons in accordance with this Clause 7.5, shall discharge BIMA and the Insurer from all their liability under this Policy notwithstanding the absence or invalidity of or any defect in the grant of probate or letters of administration or distribution order or any other document having the same effect.

8. CLAIMS CO-OPERATION

8.1 Notice of any Claim and any supporting documentation required under this Policy shall be given within one hundred and eighty (180) days from the death of the Insured Person. The Insurer may accept Claims where documents have been provided after a delayed interval only in special circumstances and for reasons beyond the control of the claimant.

8.2 The processing of a Claim will commence after the following documents have been submitted to BIMA:

- a) identification of the Beneficiaries or Potential Claimant – a copy of the NRIC or passport;
- b) death certificate or other evidence of death of the Insured Person; and
- c) claim form.

8.3 Documents may be provided in digital or hardcopy format. The Insurer or BIMA may request additional documentation or checks to investigate a Claim.

8.4 Beneficiaries or Potential Claimant (if there is no Beneficiary) may contact BIMA customer service to file a Claim.

9. PAYMENT OF CLAIMS

9.1 BIMA or the Insurer will pay the relevant sum for eligible and approved Claims within three (3) working days upon complete submission of all complete and verified documentation. The relevant sum is established on the date of death of the Insured Person and is based on the plan option and the Premium paid the month before the insured event.

9.2 Payment of the relevant sum for eligible and approved Claims shall constitute BIMA's and the Insurer's full and final discharge of all their liabilities under this Policy with regard to the Insured Person.

10. LAPSE RULE

Following non-payment of either a full monthly Premium or partial Premium for a consecutive period of ninety (90) calendar days, the Insurance Cover will be deemed to have lapsed.

11. TERMINATION AND CANCELLATION

11.1 The Insured Person's Insurance Cover under this Policy will automatically terminate, without notice or any action required on the part of any person, upon the occurrence of the earliest of any of the following:

- a) on the date the Insured Person's Age (nearest birthday) is 51;
- b) on the date the Insured Person ceases to be a subscriber of the Mobile Operator;
- c) on the date on which BIMA or the Insurer receives a request of cancellation of Insurance Cover from the Insured Person;
- d) on the date the Insurance Cover is deemed as lapsed in accordance with Clause 10; and
- e) on the date the Death benefit under the relevant Insurance Cover has been paid.

11.2 The Insured Person may cancel the Insurance Cover at any time by contacting BIMA. Any Premiums already paid will be applied towards Insurance Cover for the following month. There is no cash surrender value upon cancellation of the Insurance Cover and there is no refund of any Premiums paid for any cancellation outside of the free-look period.

12. MISSTATEMENT OF FACTS

12.1 If the Age of the Insured Person is outside of the limits set out in this Policy or the Insured Person is not eligible for the Insurance Cover for any other reason, the Premium paid less a reduction of an administration fee will be refunded to the Insured Person.

12.2 If:

- a) the Declaration of Health by the Insured Person is proven to be false or a misrepresentation of the Insured Person's health condition; or

- b) the Insured Person has made any other material misrepresentation or non-disclosure or concealment of information,

the Insurance Cover under this Policy shall be deemed null and void, meaning the Insurer will not pay any benefits under this Policy and no Premium paid by the Insured Person will be refunded to the Insured Person.

13. GENERAL CONDITIONS

Currency

All amounts payable under the Policy shall be in Malaysian Ringgit.

Policy changes

The Insurer reserves the right to change or withdraw the Policy, including change Premium rates, at any time provided at least 30 days' notice will be given to the Insured Person. No person or agent has the right to make any changes or to waive any terms and conditions in this Policy.

Number of Policies

If a person is registered under several Policies, only one Policy will be issued to the person.

Transfer

It is not allowed to transfer this Policy or Insurance Cover or the benefits payable under this Policy.

Notices

Any notice or communication will be delivered personally, digitally or via phone and will be deemed to have been delivered immediately. Communication channels are set out at BIMA's webpage: www.bima.com.my.

No distribution of surplus

This is a non-participating policy, meaning that the Insured Person is not entitled to any distribution of surplus or dividends from the Insurer's Life Insurance business.

Waiver

If the Insured Person, BIMA or the Insurer did not enforce the provisions of this Policy, this shall not be deemed to be a waiver of the party's right in this Policy nor in anyway affect the validity of the whole or any part of this Policy or prejudice the rights of the Insured Person, BIMA or the Insurer to take subsequent action.

14. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001

If BIMA or the Insurer receive an order from the relevant authorities to freeze or seize the monies received by the Insured Person for payment of Premium or monies payable to the Insured Person for an approved Claim as provided under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or such similar legislation or if BIMA or the Insurer discover or reasonably suspect that this Policy is exploited for money laundering activities and/or to finance terrorism, BIMA and the Insurer reserve the right to terminate the relevant Insurance Cover immediately.

BIMA and the Insurer shall deal with Premium paid and an approved Claims payable in any manner which BIMA and the Insurer deem appropriate, including but not limited to handing it over to the relevant authorities.

15. PERSONAL DATA PROTECTION, OBLIGATIONS AND RIGHTS

- 15.1 Any personal information including but not limited to financial information and sensitive personal data ("**Personal Data**") disclosed to BIMA or the Insurer in connection with this Policy will be collected, used, retained, disclosed and otherwise processed by BIMA, the Insurer and their employees, representatives, reinsurers, agents and affiliates in accordance with the Personal Data Protection Act 2010 or such other related legislation. BIMA may record or in some other manner document individuals' communication with the company.
- 15.2 Personal Data will be collected, used, retained, disclosed and otherwise processed for the following purposes:
 - a) to understand the Insured Person insurance needs, situation, provide quotes, set up and administer the Insured Person's Insurance Cover;
 - b) for underwriting, risk assessment, handling and settling of claims and audit purposes;
 - c) for detection and prevention of criminal activity or fraud in connection with an insurance transaction;
 - d) to maintain and develop BIMA's and the Insurer's business systems and infrastructure; and

- e) for data transfer, and sharing with, BIMA and the Insurer and their affiliates and/or third parties acting on their behalf, including those located outside Malaysia; and
 - f) for any other purpose set out in BIMA's and the Insurer's respective Privacy Policy (see links below).
- 15.3 For the avoidance of doubt, BIMA and the Insurer may disclose or share the Personal Data provided to:
- a) service providers with whom BIMA or the Insurer have agreements for some of their functions, services and activities;
 - b) any person or parties authorised by the Insured Person (from time to time); and/or
 - c) enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.
- 15.4 The Insured Person shall keep BIMA updated in respect of any changes in the Personal Data provided by the Insured Person. BIMA shall inform the Insurer of such changes as soon as it is practicable. BIMA and the Insurer shall not be liable for any direct or indirect loss or damage which the Insured Person may suffer due to any inaccuracy or incompleteness of the Personal Data provided to BIMA and the Insurer.
- 15.5 For the detailed privacy notice on how BIMA and the Insurer collect, use, process, protect and disclose Personal Data, please refer to the Insurer's and BIMA's websites at:

Insurer: www.allianz.com.my.
 BIMA: www.bima.com.my.

DEFINITIONS

In this Policy, the following terms shall have the following meanings:

"Age" means a person's age at their nearest birthday.

"Beneficiary" means each nominated individual of the Insured Person as specified upon registration or later in accordance with Clause 7, who is entitled to receive the Insurance Cover benefit.

"Claim" shall refer an application from the Beneficiary or a claimant for the pay-out of the insurance benefit under the relevant Insurance Cover.

"Commission" shall refer to the agreed commission payable by the Insurer to the Group Policy Owner for acting as a corporate agent of the Insurer as described in this Policy.

"Declaration of Good Health" means the negative response provided by the Insured Person to the health questions asked by BIMA as part of the registration process. Negative response means that the Insured Person has responded that he/she has not been diagnosed or treated for any of the conditions mentioned in BIMA's health question;

"Insurance Cover" means the coverage provided by the Insurer to the Insured Person where a lump sum of monies will be payable upon the death of the Insured Person. The cover level will be determined by the proportion of the Premium paid the month prior to death of the Insured Person and will never exceed the Sum Assured of the selected plan option.

"Insurance Effective Date" shall have the meaning ascribed to it in Clause 2 ~~Error!~~ Reference source not found..

"Insured Person" shall mean an eligible person participating in an insurance plan option as set out in this Policy.

"Insurer" means Allianz Life Insurance Malaysia Berhad.

"Mobile Operator" means Celcom Mobile Sdn Bhd.

"Potential Claimant" shall have the meaning ascribed to it in Clause 7, who makes a claim if there is no Beneficiary.

"Personal Data" shall have the meaning ascribed to it in Clause 15.

"Policy" shall mean this group insurance policy.

"Premium" shall mean the amount to be paid by or on behalf of the Insured Person for an agreed level of Insurance Cover provided by the Insurer.

"Subscription" shall mean the application for an Insurance Cover by registration and payment of the Premium.

"Sum Assured" shall mean the maximum guaranteed amount payable to the Insured Person upon the occurrence of the death of the Insured Person subject to the terms and conditions of this Policy, provided the full Premium has been paid the month prior to the death of the Insured Person. It will depend on the Insurance Cover plan option selected under this Policy.