



CONTRACT

# DISABILITY

*Disability plan is a yearly renewable term plan which covers you from total permanent disability until you are 70 years old.*

## CONTRACT INFORMATION

### Contract Detail



- Coverage: Disability
- Coverage Amount: RM<Total Coverage Amount>
- Claim Payment: direct deposit into beneficiary's bank account
- Premium Payment: auto billing of Payor's Visa/MasterCard
- Contract Date: <First-time purchase date >
- Renewal Date: <DD Mmm of Contract Date> of every year
- Renewable up to Age: 70 years old

### Insured & Contract Owner (appears if Insured is the Owner) Detail



- Name: <Insured Name>
- <MyKad/MyKid/Passport> Number: <Identity Number>
- Passport Expiry Date: <Expiry Date> (appears if foreigner)
- Date of Birth: <DOB>
- Age: <Age>
- Gender: <Male/Female>
- Nationality: <Nationality>
- Mobile Number: <Mobile Number>
- Email: <Email>
- Address: <Address>
- Health Condition: Refer to [Appendix A](#)

### Contract Owner Detail (appears if Insured is not the Owner)



- Name: <Owner Name>
- <MyKad/MyKid/Passport> Number: <Identity Number>
- Passport Expiry Date: <Expiry Date> (appears if foreigner)
- Date of Birth: <DOB>
- Age: <Age>
- Gender: <Male/Female>
- Nationality: <Nationality>
- Relationship: <Father/Mother>
- Mobile Number: <Mobile Number>
- Email: <Email>
- Address: <Address>

### Payor Detail



- Name: <Payor 1 Name>
- Premium Mode: <Monthly/Yearly>
- Premium Due Date: <DD<sup>th</sup> / DD Mmm> of every <month/year>

Code	Start Date	Coverage Amount (RM)	Premium Now (RM)
<T101>	<Date 1>	<Amount 1>	<Prem 1>/<mode>
<T103>	<Date 3>	<Amount 3>	<Prem 3>/<mode>
Total		<Amount>	<Prem>/<mode>

(Total only appears if there are more than 1 Start Date)



- Name: <Payor 2 Name>
- Premium Mode: <Monthly/Annual>
- Premium Due Date: <DD<sup>th</sup> / DD Mmm> of every <month/year>

Code	Start Date	Coverage Amount (RM)	Premium Now (RM)
<T202>	<Date 2>	<Amount 2>	<Prem 2>/<mode>
<T204>	<Date 4>	<Amount 4>	<Prem 4>/<mode>
<T207>	<Date 7>	<Amount 7>	<Prem 7>/<mode>
Total		<Amount>	<Prem>/<mode>

(Total only appears if there are more than 1 Start Date)



- Name: <Payor 3 Name>
- Premium Mode: <Monthly/Annual>
- Premium Due Date: <DD<sup>th</sup> / DD Mmm> of every <month/year>

Code	Start Date	Coverage Amount (RM)	Premium Now (RM)
<T305>	<Date 5>	<Amount 5>	<Prem 5>/<mode>
<T306>	<Date 6>	<Amount 6>	<Prem 6>/<mode>
Total		<Amount>	<Prem>/<mode>

(Total only appears if there are more than 1 Start Date)

Note: Please read the entire contract for the complete terms and conditions.

## BASIC DEFINITION

**"Active"** is status of the coverage under this Contract which is still in force.

**"B1 and B2 Group"** is the low-income group that forms the bottom 20% of Malaysian citizens whose monthly household income is RM3,169 and below.

**"B40 Group"** is the low-income group that forms the bottom 40% of Malaysian citizens whose monthly household income is RM4,849 and below.

**"Contract"** refers to this legal document that binds You and Us.

**"Contract Date"** is the Date of Issue as stated under Contract Information in this Contract.

**"Contract Owner"** means the person named in the Contract Information as such and he owns this contract and can exercise all rights, privileges and options available under this contract. The Contract Owner will also be the Insured, if the Contract is taken on his own life.

**"Contract Year"** refers to the 1-year period which starts on the Contract Date or Renewal Date, whichever is later.

**"Coverage"** is the protection given to the Insured under this Contract which is subject to the terms and exclusions of this Contract.

**"Coverage Amount"** is the monies/benefits payable under this Contract.

**"Insured"** is the person who is covered under this Contract and may not be the same person as the Contract Owner.

**"Referrer"** is the person who refers or recommends You to sign up this Contract and be a DearTime user.

**"Payor"** is the person/entity who pays the premium for this Contract on Your behalf.

**"Pre-existing Illness"** means medical conditions or illnesses that the Insured has and/or has reasonable knowledge or means of knowledge, prior to the Start Date. The Insured may be considered to have reasonable knowledge or means of knowledge of a Pre-existing Illness where:

1. the Insured had received or is receiving treatment.
2. medical advice, diagnosis, care or treatment has been recommended.
3. clear and distinct symptoms are or were evident.
4. its existence would have been apparent to a reasonable person in the circumstances.

**"Premium Due Date"** is the date when the premium shall be due in accordance with the Premium Mode as mentioned in this Contract.

**"Renewal Date"** is the anniversary of the Contract Date when the Coverage is renewable for another year, subject to the terms of this Contract.

**"Start Date"** is the date when the coverage for each Coverage Amount (if there are more than one Coverage Amount) takes effect upon successful premium payment. If there is only one Coverage Amount, the Contract Date shall be the Start Date.

**"We", "Us" or "Our"** refers to DearTime Berhad.

**"You" or "Your"** refers to the Contract Owner.

*Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.*

## CONTRACT PROVISION

This Contract covers Total and Permanent Disability ("TPD"). It is renewable yearly until the Insured is 70 years old. Premium is charged as long as the Contract is active.

## BENEFIT

Upon diagnosis and confirmation that the Insured is suffering from Total and Permanent Disability ("TPD") while the Contract is Active, We pay You the Coverage Amount. This Contract is terminated upon full payment of benefits and we will be discharged of all liabilities under this Contract. For the definition of TPD, please refer to [Appendix B](#).

### JUVENILE COVERAGE (LIEN)

When the Insured is less than 4 years old, the Coverage Amount payable will step up year after year until it is 100% payable when the Insured is 4 years old. Prior to the Insured attaining the age of 4 years, We will pay x% of the full Coverage Amount as tabled below:

Age at TPD	We Pay x% Coverage Amount
0	20%
1	40%
2	60%
3	80%
≥ 4	100%

Payment of the Coverage Amount shall be made to the Contract Owner.

### EXCLUSION

We will not pay if the TPD is caused directly or indirectly by any of the following events:

1. Suicide or self-inflicted injury or any attempt to do so, while sane or insane;
2. Travel on any type of aircraft except a regular scheduled passenger flight of a commercial aircraft.
3. Engagement in military service during war, warlike operation or restoration of public order.
4. War, civil war, invasion, act of foreign enemy and warlike actions such as explosion of war weapons.
5. Pre-existing illness which the Insured has reasonable knowledge of on or before the Start Date.
6. Involvement in illegal or criminal act.
7. Whilst under the influence of any alcohol, narcotic or drug.

8. Participation in hazardous activities like boxing, skiing, wrestling, diving, mountaineering, river rafting, rapid shooting, any form of racing other than on foot, or any speed or endurance contest.

### PREMIUM PAYMENT

On each Premium Due Date, premium is auto charged in Ringgit Malaysia (RM) to the Payor's registered Visa/MasterCard issued by a bank in Malaysia. The Payor is required to switch on auto billing upon purchase. This Contract will only be issued upon successful auto billing of premium at the time of purchase.

If the Payor switches off auto billing during the Contract period, the respective Coverage will remain Active until the next Premium Due date, immediately after that, the respective Coverage is deactivated.

Premium is calculated based on the Insured's current age, gender, occupation and Your answers in the medical survey in [Appendix A](#).

Premium will change with the increase in the Insured's age. Please refer to [Appendix C](#) for the full premium rate table.

### RIGHT TO AMEND OR VARY CONTRACT

We have the right to amend or vary the Contract at any time by giving You 30 days prior notice via email, SMS or through Our app of any such amendments or variations and the respective effective date.

### MISSTATEMENT OF AGE OR GENDER OR OCCUPATION

If the Insured's true age/gender/occupation is proven to be different from the stated age/gender/occupation on which the Contract is based, We will adjust the

Coverage Amount or the premium less Thanksgiving accordingly.

On adjusting the premium; -

- 1) Any excess premium less Thanksgiving will be refunded without interest; or
- 2) Any additional premium required would be computed as if this Contract had been based on the true age/gender/occupation and shall become payable in the next Premium Due Date.

If the Insured's true age/gender/occupation is not eligible for this Contract, We shall terminate this Contract and refund the total premium paid less Thanksgiving.

#### **CHANGE IN RISK**

You must notify Us immediately of any material change in the Insured's occupation or employment by updating the details of the changes in Our app or website, and pay any additional premium that may be required by Us. If You fail to do so and if such changes affect the risk that We undertake under this Contract, We reserve the right to reject Your claims.

#### **MISREPRESENTATION OR NON-DISCLOSURE OF MATERIAL INFORMATION**

In the event that We terminate this Contract due to misrepresentation or non-disclosure of Material Information, Our liability shall be limited to refund of the total premium paid less Thanksgiving.

We are not duty-bound to refund if the non-disclosure was wilful i.e., tantamount to fraud.

#### **THANKSGIVING**

Ten per cent (10%) of the premium shall be treated as Thanksgiving. You have the right to freely allocate the Thanksgiving amount to:

1. DearTime Berhad - Charity Fund; or
2. Referrer (if any); or
3. Yourself (if You are in the B40 Group)

However, if You or the Insured are sponsored under Sponsored Insurance, then Thanksgiving amount shall be allocated fully to the DearTime Berhad - Charity Fund.

#### **SPONSORED INSURANCE**

Sponsored Insurance is a sponsored insurance for eligible B1 and B2 Group Malaysians. DearTime Berhad - Charity Fund is set up to collect the Thanksgiving allocated to the Fund. From this Fund, eligible persons from the B1 and B2 group will be given Sponsored Insurance for free subject to the terms as set out in Our website: [www.deartime.com](http://www.deartime.com)

#### **GRACE PERIOD**

While auto billing is switched on, if auto billing of premium fails for any reason whatsoever, You have a Grace Period of 30 days (for Contract which is Active continuously up to 2 years) or 90 days (for Contract which is Active continuously for more than 2 years) from the Premium Due Date to ensure auto billing is successful. If the Premium is not paid within the Grace Period, the Coverage Amount in respect of the unpaid Premium will automatically be terminated. Any eligible claim during the Grace Period will be honoured with appropriate deductions for unpaid premiums.

#### **CLAIMS**

You can initiate the claim at the panel hospital where You or the Insured had been treated. You need to answer a few questions in Our app or website.

The panel hospital will submit the proof of claim directly to Us for claim assessment. Once the claim is approved, the Coverage Amount will be deposited into Your registered

bank account. We do not pay for the hospital expenses incurred by You or the Insured for any treatment from any hospital.

If no panel hospital is involved, You must submit the proof of claim to Us by uploading photos or scanned copies of relevant documents.

We are not obliged to pay a claim until We receive all the required information and documentary evidence. For claims arising outside Malaysia, We require the proof of claim in the language which they were originally issued and if the language is other than English and Bahasa Malaysia, then it must be attached with certified translation in English by the Consular or the translation agency that all translations to be true and correct version of the originals.

All documents should be made available to Us at claimant's expense.

## **OWNERSHIP**

If the Insured is below 16 years old, either one of the parents must be the Contract Owner. When the Insured turns 16 years old, the Contract Owner may transfer the ownership to the Insured at any time or continue to be the Contract Owner.

If the Contract Owner passes away while the Insured is alive, the ownership is auto transferred to the Insured provided that the Insured is at least 16 years old. If the Insured is below 16 years old, the ownership shall be vested with the legal representative of the Contract Owner until the Insured turns 16 years old.

## **BENEFICIARY**

You, as the Contract Owner, is the beneficiary. The Coverage Amount will be paid to You upon claim upon approval of the claim. Payment of the Coverage Amount to You shall discharge us of all Our liabilities under this Contract.

## **CHANGE IN COVERAGE AMOUNT**

You may increase or decrease the Coverage Amount anytime in Our app or website:

1. Increased Coverage Amount will take effect immediately upon successful payment of additional premium prorated to the next Premium Due Date.
2. Decreased Coverage Amount will take effect on the next Premium Due Date.

## **CHANGE IN PREMIUM FREQUENCY**

You may switch the premium frequency anytime between monthly and yearly:

1. If it is switched to monthly mode, the new premium frequency will take effect from the next Premium Due Date.
2. If it is switched to yearly mode, the new premium frequency will take effect immediately upon successful payment of unpaid annual premium that is outstanding until the next Renewal Date.

## **TAX PROVISION**

All premiums and fees payable may be subject to tax. If tax is imposed, it will be stated in the invoice at the prevailing rate and charged to Payor.

## **FREE-LOOK CANCELLATION**

You may cancel this Contract via our app within 15 days from the Contract Date, whereupon the Contract will be deemed cancelled. We will immediately refund all premiums paid.

## **DEACTIVATION**

You have the right to deactivate any of Your Coverage Amount at any time through Our app or website in which event the deactivated Coverage Amount shall remain active until the next Premium Due Date when the Coverage Amount is effectively deactivated.

## **CANCELLATION**

We shall have the right to cancel this Contract at any time at Our sole discretion by giving 30 days prior notice to You via email, SMS or through Our app.

## **TERMINATION**

The Contract will be terminated:

1. Upon full payment of benefit under this Contract,
2. On the next Premium Due Date immediately following cancellation or deactivation of all Coverage Amounts,
3. Premium is not paid at the end of Grace Period,
4. If the auto billing is switched off in Our App by the Payor at any time,
5. On the date when the Insured turns 70 years old.

If Your Contract is terminated for reasons stated in (2), (3) and (4) above, You will have to purchase a new Contract subject to eligibility for Coverage and fulfilment of other underwriting requirements.

## **RENEWAL**

This Contract is issued for the term of one year starting on the Contract Date and renewable yearly until the Insured turns 70 years old. We reserve the right not to renew this Contract subject to Our underwriting requirements at the time of renewal.

Upon every renewal, the premium will change on the first day of each renewed Contract Year in accordance with the Insured's attained age (age last birthday).

Premium rates are non-guaranteed, and We reserve the right to revise the premium rate by giving You 30 days prior notice via email, SMS or through Our app.

## **CURRENCY FOR ALL PAYMENTS**

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

## **HOW TO SETTLE A DISPUTE THROUGH ARBITRATION**

All differences and disputes arising out of this Contract shall be referred to an Arbitrator to be appointed in writing by both parties. In the event You and We cannot agree on who should be the Arbitrator within one month of being required to do so in writing then You and We shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both the Arbitrators. The umpire shall sit with the Arbitrators and preside at their meetings.

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

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

## **COMPLIANCE**

You are required to take reasonable care to give true, complete and relevant information to Us when proposing for this Contract and throughout the Contract period. We rely on Your information to issue this Contract and pay any claim. If You are untruthful, fail to disclose all relevant information or Your claim is fraudulent, We can void Your Contract or change the terms of Your Contract.

## **APPLICABLE LAW AND JURISDICTION**



The Contract shall be interpreted and governed by the laws of Malaysia. Any legal proceedings to be filed shall be in the Courts in Malaysia.

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

We may vary the terms of the Contract as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Contract. We shall notify You 30 days in advance when terms in this Contract need to be changed, via email, SMS or through Our app.

#### **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. The Contract Owner and Insured will keep Us updated in respect of all such Personal Data as soon as is practical. 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 the Contract Owner and Insured provide other Personal Data required for the purposes of the Contract. Prior to providing Us with the Personal Data of any individual, the Contract Owner or Insured providing the Personal Data, must inform that individual of Our privacy notice.

For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our website at [www.deartime.com](http://www.deartime.com) or call us at +603 8605 3511.

## Important Statement

### 1. PROOF OF IDENTITY

Proof of identity is obtained through the verification of Your Malaysia Identity Card (MyKad) or Passport when You sign up on Our app or website.

### 2. CHANGE OF CONTACT DETAIL

It is important that You keep Your contact detail in Your DearTime account updated so that You receive all important notifications.

### 3. CONTACT US

Should you need any assistance relating to this Contract, You may contact Us at:

- **Live Chat:** in DearTime app or website
- **Address:** 35-10 The Boulevard, Mid Valley City, 59200 Kuala Lumpur, Malaysia.
- **Phone:** +603 8605 3511
- **Email:** help@deartime.com

### 4. BANK NEGARA MALAYSIA FINTECH REGULATORY SANDBOX

DearTime is an approved participant in the Bank Negara Malaysia Fintech Regulatory Sandbox. Approval would be required to be licensed under Financial Services Act 2013 upon graduation from the sandbox.

### 5. MAKING INSURANCE COMPLAINT

In case of any dispute arising from this Contract, You may contact:

Contact Centre (BNMTELELINK)  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O.Box 10922  
Jalan Dato' Onn  
50929 Kuala Lumpur

Phone: 1-300-88-5465; Overseas: +603-2174-1717

Fax No: +603-2174-1515

E-mail: bnmtelelink@bnm.gov.my

## APPENDIX A

### Your Latest Medical Survey

Latest Medical Survey Answers as at <Date>
Height: <Height>cm, Weight: <Weight>kg
I smoke <Answer> cigarette(s) per day.
I have been medically advised, treated or diagnosed with: <ul style="list-style-type: none"> <li>- &lt;Selected answer only&gt;</li> <li>- &lt;Selected answer only&gt;</li> </ul>
I have had disorders of: <ul style="list-style-type: none"> <li>- &lt;Selected answer only&gt;</li> <li>- &lt;Selected answer only&gt;</li> </ul>
I have at least 2 parents/siblings by age 50 with: <ul style="list-style-type: none"> <li>- &lt;Selected answer only&gt;</li> <li>- &lt;Selected answer only&gt;</li> </ul>
I participate in: <ul style="list-style-type: none"> <li>- &lt;Selected answer only&gt;</li> <li>- &lt;Selected answer only&gt;</li> </ul>
Have I been rejected or charged with loading/exclusion for my other insurances? <Yes/No>
Any pending investigation or surgery to be done and have I been hospitalized? <Yes/No>
(appears if juvenile < 2 years old) Was the child born prematurely (pre-term before 37 weeks)? <Yes/No>

## APPENDIX B

### Definition of Total Permanent Disability (“TPD”)

The following disabilities are considered TPD:

1. total and irrecoverable loss of sight in 2 eyes
2. complete loss of function or loss by severance at or above the wrist or ankle of at least 2 limbs
3. total and irrecoverable loss of sight in 1 eye and complete loss of function or loss by severance at or above the wrist or ankle of 1 limb

The following disabilities are considered TPD if they continue uninterruptedly for at least 6 months and confirmed by a registered physician/medical practitioner. For these TPD, Your claim moneys shall accrue from the date the TPD begins:

Insured	TPD Definition
Age < 16	Disability which, in the opinion of a registered physician/medical practitioner, the Insured requires constant care and attention, and is confined: <ul style="list-style-type: none"> <li>- at home under medical supervision; or</li> <li>- in a hospital or similar institution</li> </ul>
<ul style="list-style-type: none"> <li>- Age &gt; 60, or</li> <li>- Unemployed, or</li> <li>- Retired for good, or</li> <li>- Never worked</li> </ul>	Disability which results in the loss of independent existence whereby the Insured is: <ul style="list-style-type: none"> <li>- confined at home, a hospital or similar institution</li> <li>- permanently unable to perform at least 3 Activities of Daily Living* even with the use of equipment meant for disabled people</li> </ul>
Age between 16 – 60 years and who is employed	Disability which, in the opinion of a registered physician/medical practitioner, there is no reasonable possibility of the Insured during the remaining lifetime to: <ul style="list-style-type: none"> <li>- engage in any business or occupation</li> <li>- perform any work for compensation or profit</li> </ul>

\* List of Activities of Daily Living:

1. Transfer – getting in and out of a chair without requiring physical assistance.
2. Mobility – the ability to move from room to room without requiring any physical assistance.
3. Continence – the ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
4. Dressing – putting on and taking off all necessary items of clothing without requiring assistance of another person.
5. Bathing/Washing – the ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by other means.
6. Eating – all tasks of getting food into the body once it has been prepared.

We reserve the right to refer the Insured to any medical practitioner of our choice from re-examination to verify the disabilities before We consider the claim.

## APPENDIX C

### Premium Rate Table

Monthly Premium Rate for every RM1,000 Coverage Amount (appears if monthly mode is selected by any payer)

Age	Monthly Premium Rate
<age now>	
< now +1>	
< now +2>	
...	
...	
...	
99	

Yearly Premium Rate for every RM1,000 Coverage Amount (appears if yearly mode is selected by any payer)

Age	Yearly Premium Rate
<age now>	
< now +1>	
< now +2>	
...	
...	
...	
99	