

The Pacific Insurance Berhad

Internet Insurance Terms & Conditions

The insurance services offered through this website are currently intended for those who access it from within Malaysia only and nothing herein shall be construed as TPIB marketing or providing insurance services and facilities outside of Malaysia or to persons outside of Malaysia, particularly to individuals resident in the European Union (EU) or European Economic Area (EEA). Individuals resident in the EU or EEA should refrain from using this website and/or providing their personal data herein.

These terms and conditions govern the Agent's and Customer's use of TPIB's Internet Insurance Service.

1. Application to Subscribe to the TPIB Internet Insurance Service

- 1.1 The Pacific Insurance Berhad ("TPIB") with whom the Agent or Customer maintains one or more accounts or policies, may at its sole and absolute discretion make available to the Agents or Customer the use of the TPIB Internet Insurance Service in respect of or in connection with the said accounts of the Agent or Customer.
- 1.2 An Agent or Customer of TPIB who has opened and maintained an account or insurance policy with TPIB may apply to TPIB to subscribe for the use of the TPIB Internet Insurance Service.

2. Account Terms and Conditions

- 2.1 In addition to these Terms and Conditions, the other prevailing terms and conditions of TPIB governing the use of its website shall also apply and be binding on the Agent and Customer.

3. Acceptance of Terms and Conditions

- 3.1 The Agent or Customer agrees that the Agent's or Customer's registration to access and use the TPIB Internet Insurance Service in accordance with Clause 5.1 herein will constitute the Agent's or Customer's agreement to these Terms and Conditions as well as the Agent's or Customer's acknowledgement and acceptance of the inherent risks in conducting any transaction over the Internet.

4. Equipment, Software and Network Access

- 4.1 The Agent and Customer shall be responsible for obtaining and using the necessary web browser and/or other software and/or hardware and/or equipment necessary to obtain access to the Internet and the TPIB Internet Insurance Service and in doing so at his own risk and expense. If new or different versions of the web browser and/or other software and/or hardware and/or equipment necessary for access to the TPIB Internet Insurance Service become available, TPIB reserves the right not to support any prior version of the web browser or other software or hardware or equipment. If the Agent or Customer fails to upgrade the relevant software and/or web browser or to use the enhanced version of software and/or web browser or hardware or equipment as required by TPIB, TPIB may reject the Agent's or Customer's transactions, or process the Agent's or Customer's transactions incorrectly, or the Agent/Customer may not be able to obtain access to all

features and/or services of the TPIB Internet Insurance Service, and in such an event TPIB shall not be held liable for any loss damage or expense incurred directly or indirectly as a result thereof.

4.2 The Agent/Customer is required to maintain their hardware and software that meets the minimum specifications stipulated by TPIB from time to time.

4.3 The Agent/Customer may only use and gain access to the TPIB Internet Insurance Service through Internet Service Providers (ISP) duly licensed under the Communications and Multimedia Act 1998 and such access through the respective ISPs is subject to and governed by the relevant laws and regulations of Malaysia and the terms and conditions, if any, agreed upon by the Agent/Customer with the ISP. All fees and charges in connection with the access provided by the ISP and all fees charges expenses and costs incurred by the Agent/Customer in connection with the use of the TPIB Internet Insurance Service shall be borne exclusively by the Agent/Customer and TPIB shall not be liable therefor, notwithstanding any action taken by TPIB, including termination of the TPIB Internet Insurance Service.

5. Gaining Access to the TPIB Internet Insurance Service

5.1 The Agent may apply to subscribe to the TPIB Internet Insurance Service through Agency Department by submitting the e-INSURANCE PASSWORD APPLICATION & ACKNOWLEDGMENT FORM. Upon successful registration and verification by TPIB, and subsequent to having acknowledged the Agent's reading and accepting of these Terms and Conditions, the Agent will receive an email with the PacificLink ID steps to create the password to access the TPIB Internet Insurance Service.

5.2 Thereafter, to access the TPIB Internet Insurance Service, the Agent will be required to key in the Agent's PacificLink ID Password each time the Agent logs on. The Agent may use the transactions and/or services or such other transactions and services set forth in these Terms and Conditions or as made available by TPIB from time to time only if such PacificLink ID and Password is and remains valid. TPIB may at any time in its sole and absolute discretion invalidate the PacificLink ID and Password without assigning any reason therefor with prior notice and shall not be liable or responsible for any loss or damage suffered by or caused to the Agent or arising out of or connected or by reason of such invalidation.

5.3 The Customer may apply to subscribe to the TPIB Internet Insurance Service through TPIB website (and any other application channels made available by TPIB from time to time) in which the Customer is required to go through a registration process. Upon successful registration and verification by TPIB, and subsequent to having acknowledged the Customer's reading and accepting of these Terms and Conditions, the Customer will use his/her handphone number as the login and OTP password to gain access into the TPIB Internet Insurance Service.

6. TPIB Internet Insurance Service

6.1 Upon the activation of the TPIB Internet Insurance Service, the Agent/Customer will be able to access, use and transmit Instructions to TPIB, via the TPIB Internet Insurance Service, in respect of the following Insurance transactions and services as and when made available to the Agent/Customer:

- Purchase new or renew policy
- Policy Enquiry
- Statement of Account
- Commission Statement
- Claims Enquiry
- Outstanding Premium

6.2 TPIB may from time to time make available to the Agent/Customer such other additional transactions and/or services and the Agent/Customer agrees to be bound by these Terms and Conditions in relation to the said additional transactions and services and such other specific terms and conditions as may be applicable to the same.

6.3 Notwithstanding anything contained in Clause 6.1 TPIB may at any time, modify, suspend or withdraw the performance of any Insurance transaction or service or type of transactions or service and shall not be liable or responsible for any loss or damage suffered by or caused to the Agent/Customer or arising out of or connected or by reason of such modification, suspension or withdrawal.

6.4 Upon any Instruction of the Agent/Customer in respect of an Insurance transaction and/or service being effected or performed or processed through the TPIB Internet Insurance Service, TPIB shall be entitled to debit forthwith the Agent's/Customer's account immediately and shall not be responsible for any missing and/or misuse and/or mismanagement of funds not attributable to TPIB's gross negligence and wilful default. The Agent/Customer shall ensure that all Instructions transmitted by the Agent/Customer are complete, correct and accurate.

6.5 TPIB reserves the right at any time to set, vary or cancel limits for any transactions, services, facilities and products that may be carried out through the use of the TPIB Internet Insurance Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability periods.

6.6 Any Instruction in relation to transactions and/or services effected or performed or processed through the TPIB Internet Insurance Service after the relevant cut-off time on any day will be entered, shown or recorded in the books and records of TPIB on or for the next business day following the date of the said Instruction being effected or performed or processed. TPIB's decisions on Insurance products and/or facilities and other financial applications are at the sole and absolute discretion of TPIB.

7. Instructions

7.1 Except as otherwise provided in these Terms and Conditions, TPIB shall be entitled to act on any Instructions received by TPIB and TPIB shall not be liable for any loss to the Agent/Customer by so doing. The Agent/Customer acknowledges that unless the Agent/Customer receives an on-screen confirmation of receipt of the Agent's/Customer's Instruction from TPIB, the Agent's/Customer's Instruction may not have been received and accordingly, may not be carried out.

7.2 Notwithstanding the receipt of on-screen confirmation from TPIB pursuant to Clause 7.1 above and without prejudice to TPIB's right to act on the Agent's/Customer's Instructions, the Agent/Customer acknowledges and agrees that such Instructions may not be final and accordingly may not be carried out by TPIB and that TPIB may at its sole discretion request

for further verification and/or information prior to carrying out such Instructions although no liability nor responsibility shall accrue to TPIB for its failure to request for such further verification and/or information.

- 7.3 In carrying out any of the Agent's/Customer's Instructions, the Agent/Customer acknowledges and agrees that the execution of the same may amongst others, be subject to the then current system and operational exigencies of TPIB and/or the TPIB Internet Insurance Service and any other prevailing circumstances and as such TPIB shall be allowed such amount of time as may be reasonable to act upon and effect or perform or process the said Instructions and TPIB shall not be liable or responsible for any loss or damage suffered by or caused to the Agent/Customer or arising out of or connected or by reason of such delay.
- 7.4 Where TPIB receives an incomplete or ambiguous Instruction, or an Instruction which is inconsistent with any other Instruction(s), the Agent/Customer acknowledges and agrees that TPIB shall be entitled to act upon such Instruction based on TPIB's or any of its officers reasonable interpretation of such Instruction or otherwise shall be entitled to refuse to act until further information or a fresh Instruction is given by the Agent/Customer. TPIB shall not in any way be liable for carrying out and effecting or performing or processing an Instruction based on its reasonable interpretation of the same nor for refusing to carry out such Instruction.
- 7.5 TPIB's records of the Instructions, transactions and/or services effected or performed or processed through the TPIB Internet Insurance Service with or without the Agent's/Customer's consent and any record of transactions relating to the operation of the TPIB Internet Insurance Service and any record of any transactions maintained by TPIB or any Relevant Person authorised by TPIB or any Relevant Person relating to or connected with the TPIB Internet Insurance Service, where such records may take the form of, amongst others, telephone logs, computer printouts, computer data stored on magnetic tapes, cartridges or any other form of data storage, shall be binding and conclusive on the Agent/Customer for all purposes whatsoever and shall be conclusive evidence of any Insurance transaction and/or service effected or performed or processed through the TPIB Internet Insurance Service and the Agent's/Customer's liability to TPIB and the Agent/Customer agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.
- 7.6 An Instruction in relation to the Agent's/Customer's account(s) shall be irrevocable and binding on the Agent/Customer upon transmission of the Instruction to TPIB. For the avoidance of doubt, the Agent/Customer agrees that any Instruction received by TPIB through the use of the Agent's/Customer's PacificLink ID and Password, whether authorised or otherwise, shall be deemed to be that of the Agent/Customer. Without prejudice to the same however, the Agent/Customer shall have the right to request the cancellation, revocation, reversal or amendment of any previous Instructions transmitted to TPIB. TPIB may, in its absolute discretion, act on any such request to cancel, revoke, reverse or amend any previous Instructions or any other instructions received before the same is effected or performed or processed through the TPIB Internet Insurance Service. TPIB shall not in any way be liable for any delay or omission in carrying out and effecting or performing or processing the said request.

- 7.7 The Agent/Customer is required to refrain from transmitting and/or issuing Instructions to TPIB through E-mail Services. TPIB shall not be obliged to act on any instructions (whether digitally signed or not) received through E-mail Services.
- 7.8 TPIB reserves the right at its sole discretion, to refuse to effect or perform or process or otherwise carry out any of the Agent's/Customer's Instructions where the Agent's/Customer's Instructions are inconsistent with TPIB's policies or any rules or regulations currently in force or for any other reasons.
- 7.9 Notwithstanding anything herein, the Agent/Customer acknowledges and agrees that TPIB shall not be held responsible or liable for any Instructions relating to transactions and/or services being effected or performed or processed through the TPIB Internet Insurance Service or any failure to effect or perform or process any Instructions where:
- 7.9.1 The Instructions transmitted are inaccurate or incomplete in any way;
 - 7.9.2 There is an error in the Instructions transmitted whether caused during the course of transmission through TPIB's Internet Insurance Service or otherwise;
 - 7.9.3 The Agent's/Customer's account in relation to which the Instruction is transmitted is made subject of any legal process or restriction or is otherwise suspended, closed or frozen for any reason;
 - 7.9.4 TPIB is aware or has reason to believe that fraud or some criminal act has been, is being or is about to be committed; and
 - 7.9.5 The Agent/Customer fails to follow any instructions, directions, guidelines or procedures in respect of the use of the TPIB Internet Insurance Service or any portion thereof.
- 7.10 Where an account of the Agent/Customer is closed for any reason, any Instructions which have not been effected or performed or processed relating to that account will be cancelled on the day the said account is closed and the Agent/Customer acknowledges and agrees that TPIB shall not in any way be liable for the failure to effect or perform or process any such Instructions.

8. Service Availability

- 8.1 The TPIB Internet Insurance Service is intended to be available 7 days a week, 24 hours a day. However, the Agent/Customer acknowledges that at certain times some or all of the TPIB Internet Insurance Service may not be accessible due to system maintenance or reasons beyond the control of TPIB. Notwithstanding the above, the Agent/Customer acknowledges that TPIB specifically does not warrant that the TPIB Internet Insurance Service will be available at all times.
- 8.2 In the event some or all of the TPIB Internet Insurance Service are not accessible for whatever reason, the Agent/Customer agrees to use alternative means that are appropriate to issue Instructions in respect of the Agent's/Customer's account(s).
- 8.3 TPIB may from time to time without giving prior notice, upgrade, modify, suspend or alter part or the whole of the TPIB website and shall not be liable if any such upgrade,

modification, suspension or alteration to TPIB's website prevents the Agent/Customer from accessing the TPIB Internet Insurance Service or any part or feature thereof.

9. Account Information

- 9.1 The Agent/Customer acknowledges that any information pertaining to the Agent's/Customer's account(s) as reported through the TPIB Internet Insurance Service may not always be completely up-to-date as there may be Instructions and/or transactions which, without limiting to the generality of the foregoing, have only been provisionally credited as uncleared effects (which may be altered or reversed by TPIB if not cleared), have yet to be processed by TPIB, require verification of TPIB or are in progress. The Agent/Customer specifically agrees that the account balance as reported through the TPIB Internet Insurance Service shall not for any purpose whatsoever be taken as conclusive of the Agent's/Customer's account balance with TPIB.
- 9.2 The Agent/Customer may produce a print-out of transactions and/or statements from his/her own Access Device. The Agent/Customer acknowledges that such print-out does not constitute a transaction advice from TPIB and shall not be binding on TPIB.
- 9.3 Without prejudice to the foregoing, where the Agent/Customer knows, suspects or has reason to believe that there has been an unauthorised Insurance transaction or that there is an error in the Agent's/Customer's account information, the Agent/Customer shall notify TPIB in writing within sixty (60) days from the date of the account information.

10. Confidentiality & Responsibility For PacificLink ID and Password

- 10.1 Agent/Customer shall not at any time disclose his/her PacificLink ID and/or PacificLink Password to any person (including any employee of TPIB).
- 10.2 The PacificLink ID and Password shall only be used by the Agent/Customer of the TPIB Internet Insurance Service who has been assigned or successfully created the PacificLink ID and Password via the TPIB Internet Insurance Service registration process.
- 10.3 The Agent/Customer shall notify TPIB immediately upon receipt of any data and/or information through the TPIB Internet Insurance Service that is not intended for the Agent/Customer. The Agent/Customer agrees that all such data and/or information shall be deleted from the Agent's/Customer's Access Device immediately.
- 10.4 The Agent/Customer shall exercise reasonable care to prevent the disclosure or unauthorised use of the PacificLink ID and Password. TPIB shall not be responsible or liable for any loss caused to or damage suffered by the Agent/Customer if any person should obtain possession of the PacificLink ID and Password and issue Instructions in respect of transactions and/or services which are effected or performed or processed through the TPIB Internet Insurance Service or in any other way obtain payment of any monies belonging to the Agent/Customer through the use of the said PacificLink ID and Password.
- 10.5 Notwithstanding anything herein to the contrary, if the Agent/Customer has any reason to believe that the Agent's/Customer's PacificLink ID and Password have been misused and/or compromised by their disclosure, discovery or theft by any other party, the Agent/Customer shall notify TPIB immediately and in any case no later than 12 hours after the Agent/Customer becomes aware of the same. The Agent/Customer shall be liable for

any loss or damage arising from any Instructions relating to transactions and/or services being effected or performed or processed through the TPIB Internet Insurance Service until such time as the notification is received and logged by TPIB notwithstanding the timeframe specified herein.

10.6 Where the Agent/Customer has contributed to any loss or damage resulting from an unauthorised Instruction, Insurance transaction and/or service by delaying notification upon having reason to believe of a lost, misused or theft of stolen PacificLink ID and/or PacificLink Password or someone else knowing discovering the Agent's/Customer's PacificLink ID and/or PacificLink Password, the Agent/Customer shall in addition to being liable for all Instructions relating to transactions and/or services which are effected or performed or processed through the TPIB Internet Insurance Service transactions conducted up to the point notification is received and logged by TPIB in accordance with the timeframe specified in 10.5 above, shall also be liable for the actual loss which occurred during the period of any such delay, (which for the avoidance of doubt, is the period commencing from the expiry of the timeframe specified in 10.5 above until the point in time in which notification is received and logged by TPIB), except for:

- That portion of the loss incurred on any one day which exceeds the daily transaction limit applicable to the Agent's/Customer's relevant account(s); or
- That portion of the total loss incurred which exceeds the amount of funds standing in the Agent's/Customer's relevant account(s).

10.7 The Agent/Customer acknowledges and agrees that TPIB may, at its sole right and discretion, suspend the Agent's/Customer's access to the TPIB Internet Insurance Service until a new PacificLink ID and PacificLink Password is selected and/or issued by TPIB or otherwise until such time as may be specified by TPIB at its sole discretion.

11. Consent to Disclosure

11.1 The Agent/Customer hereby gives his/her written permission to TPIB as well as any of its officers and officials to disclose, divulge or reveal any information whatsoever as may be required regarding the money or otherwise particulars of the Agent/Customer or the Agent's/Customer's account:

11.1.1 to any person purporting to be the Agent/Customer upon verification of his/her identity by TPIB to its satisfaction in accordance with its prevailing procedure;

11.1.2 to any Relevant Person or to any third party which the Agent/Customer (or any person using the PacificLink ID and Password) may from time to time wish to transact with whether directly or indirectly, via the use of the TPIB Internet Insurance Service;

11.1.3 to any person as may be necessary or appropriate to effect or perform or process an Instruction relating to transactions and/or services through the TPIB Internet Insurance Service given by the Agent/Customer;

11.1.4 to Bank Negara Malaysia and/or such other authority or body as instructed by Bank Negara Malaysia;

- 11.1.5 to any legal, judicial and/or regulatory authority having jurisdiction over TPIB, its branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents;
 - 11.1.6 to the holding or subsidiary or related or associate company of TPIB;
 - 11.1.7 to any other parties engaged by TPIB to enable or assist TPIB to exercise or enforce TPIB's rights under these Terms and Conditions;
 - 11.1.8 to any person or entity pursuant to any law, regulation, governmental directive/request or order of court.
- 11.2 The Agent/Customer acknowledges and accepts the possibility that there may from time to time be inadvertent disclosures by TPIB and/or any of their officers or officials of information regarding the Agent/Customer, the monies or any other relevant particulars of the accounts of the Agent/Customer with TPIB in the course of providing information relevant to Instructions relating to transactions and/or services which are effected or performed or processed through the TPIB Internet Insurance Service and hereby waives all the Agent's/Customer's rights and remedies against TPIB for such inadvertent disclosures.
- 11.3 While TPIB will use its best endeavours to ensure that all information transmitted using the TPIB Internet Insurance Service is secure and cannot be accessed by unauthorised third parties, TPIB does not warrant the security of any information transmitted by the Agent/Customer using the TPIB Internet Insurance Service. Accordingly, the Agent/Customer accepts the risk that any information transmitted or received using the TPIB Internet Insurance Service may be accessed by unauthorised third parties and will not hold TPIB liable for any such access or any loss or damage suffered as a result thereof.
- 11.4 The Agent/Customer agrees that with the exception of disclosures which are due to the fraud or gross negligence of TPIB or any of its officers and officials, neither TPIB nor any of their officers and officials shall be liable for any loss or damage suffered by the Agent/Customer as a result of their disclosing, divulging or revealing of any information concerning the Agent/Customer or the Agent's/Customer's account(s) with TPIB by TPIB and/or its officers or officials and they shall be deemed to be authorised to make such disclosures.
- 11.5 TPIB's Security and Privacy Policy (which can be accessed [here](#)) and TPIB Data Protection and Privacy Statement (which can be accessed [here](#)) (collectively referred to as Privacy Documents) sets forth the terms and conditions pursuant to which TPIB may use and share information concerning the Agent/Customer with third parties. In order to provide the products and services that the Agent/Customer seeks through TPIB's website, TPIB may be required to share information concerning the Agent/Customer with third parties to enable TPIB to discharge its obligations under the products and services provided herein. The Agent/Customer agrees that it has reviewed and understood Privacy Documents and consents to such disclosures.

12. Liability & Indemnity

- 12.1 The Agent/Customer shall be responsible and liable for any disclosure or unauthorised use of the Agent's/Customer's PacificLink ID and/or PacificLink Password and/or any other information in respect of the Agent's/Customer's account(s) whether by the

Agent/Customer or any other person. The Agent/Customer shall also ensure that the Agent/Customer does not make any disclosure to any person or unauthorised use of the PacificLink ID or PacificLink Password and/or any of the Agent's/Customer's account(s). TPIB shall not be responsible or liable for any loss caused to or damage incurred or suffered by the Agent/Customer or any person by reason of or arising from or as a consequence of the use of the Agent's/Customer's PacificLink ID or PacificLink Password, whether authorised or otherwise, to issue Instructions and/or perform any transactions and/or services in connection with any account(s) of the Agent/Customer with TPIB and/or to obtain and/or make any payment of any monies belonging to the Agent/Customer. With the exception of loss or damage caused by the fraudulent or gross negligent conduct of TPIB's officers or agents, the Agent/Customer shall indemnify TPIB from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis), claims, demands, actions, and proceedings which TPIB may incur or sustain directly or indirectly by reason of or arising from or as a consequence of the Agent's/Customer's breach or violation of these Terms and Conditions and/or the use of the Agent's/Customer's ID and/or PacificLink Password or by any third party, including without any limitation, all liabilities, losses and damages arising from the access of any account information, transfer of any funds and/or performance of any transactions and/or services in connection with any account(s) of the Agent/Customer with TPIB and/or the receipt or payment of any monies belonging to the Agent/Customer, whether or not authorised by the Agent/Customer. This obligation to indemnify TPIB shall survive the termination of the TPIB Internet Insurance Service.

- 12.2 TPIB shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Agent/Customer in relation to or in respect of any Instructions, relating to transactions and/or services which are effected or performed or processed through the TPIB Internet Insurance Service howsoever caused including but not limited to the Agent's/Customer's non-compliance with the TPIB Internet Insurance Service instructions and TPIB's inability to provide services as a result of malfunction partial or total failure of any data processing system, security system, computer tele-transmission or telecommunications system or other circumstances beyond the control of TPIB or any institution or any person or any organisation involved in the above mentioned systems.
- 12.3 Without prejudice to the generality of Clause 12.2, TPIB shall not be responsible or liable for any loss, damage or embarrassment suffered by the Agent/Customer by reason of or arising from but not limited to:
 - 12.3.2 Inability of the Agent/Customer to perform any transaction due to limits set by TPIB from time to time.
 - 12.3.3 Any loss or damage caused by equipment, Internet browser providers or by the Internet Service Providers or their agents or sub-contractors.
 - 12.3.4 Any intrusion or attack by any person, hardware, software, virus, Trojan horse, worm, bot and/or macro or other harmful components that may interfere with the TPIB Internet Insurance Service, the Agent's/Customer's web browser and/or Access Device or TPIB's or the Internet Service Provider's Computer System.
 - 12.3.5 Any breakdown or malfunction of any equipment, system or software used in connection with Internet Insurance, whether belonging to TPIB or not including but not limited to any electronic terminal, server or system, telecommunication

device, connection, electricity, power supply, telecommunication or other communications network or system.

- 12.3.6 Lack of information or failure by the Agent/Customer to provide clear necessary and complete information for effecting or performing or processing the Instructions relating to payment or transfers or transactions and/or services.
 - 12.3.7 Any use, misuse, purported use, or misuse, loss, theft, fraudulent or unauthorised use of the Agent's/Customer's PacificLink ID and/or PacificLink Password and/or the TPIB Internet Insurance Service.
 - 12.3.8 Any destruction or alteration of Agent's/Customer's Instructions or any other instructions, data or information transmitted by the Agent/Customer through the TPIB Internet Insurance Service.
 - 12.3.9 Any unauthorised, unauthentic, inaccurate, incomplete, out-of-date and erroneous transmission of the Agent's/Customer's Instructions that might be transmitted through the TPIB Internet Insurance Service.
 - 12.3.10 Any failure by the Agent/Customer to abide by these Terms and Conditions and the latest or current instructions, procedures and directions for using the TPIB Internet Insurance Service and/or any refusal by TPIB to act as a result thereof.
 - 12.3.11 The TPIB Internet Insurance Service or any portion thereof not being available or functioning.
 - 12.3.12 The Agent's/Customer's Access Device or hardware not functioning optimally or malfunctioning.
 - 12.3.13 The Computer System providing such information as may be necessary to effect or perform or process an Instruction not working properly or not being able to be accessed by the Agent/Customer.
 - 12.3.14 The Agent/Customer not furnishing timely and accurate information in relation with or in connection with the Instructions relating to transactions and/or services which are effected or performed or processed through the TPIB Internet Insurance Service.
 - 12.3.15 Any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure, or suspension of operation of the TPIB Internet Insurance Service and circumstances beyond the control of TPIB.
- 12.4 The Agent/Customer irrevocably undertakes to indemnify TPIB from and against and in respect of all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims, demands, actions and proceedings which TPIB may incur or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the TPIB Internet Insurance Service, and shall pay such monies to TPIB on demand.

- 12.5 In the event that the Agent's/Customer's PacificLink ID and/or PacificLink Password is exposed due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the Access Device which is used to access the TPIB Internet Insurance Service and the Agent/Customer fails to prove that it was not negligent in the circumstances that led to the unauthorised use or disclosure of the Agent's/Customer's PacificLink ID and/or PacificLink Password, TPIB shall not be responsible or liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Agent. It is also not TPIB's responsibility to prove that any unauthorised or other Instructions, transactions and/or services is due to the above security breach.
- 12.6 TPIB shall be under no liability for any damage, loss or expense, or for any obligation to pay or reimburse interest to Agent/Customer for unsuccessful crediting of money through the use of the TPIB Internet Insurance Service.
- 12.7 The Agent/Customer acknowledges and agrees that some content, software, products and services available from, accessible through or provided as part of, ancillary to or in conjunction with the TPIB Internet Insurance Service are or may be provided by third party service providers or through the use of third party software and/or content and under no circumstances shall it be construed that TPIB is a party to any transaction between the Agent/Customer and such third party service providers or that such third party products, services, software, and/or content are provided by any member of TPIB. Accordingly, TPIB or no member of TPIB affiliates shall be liable in any way for any products, services, software and/or content obtained, and/or purchased from or rendered by such third party/parties or be responsible for any failure to deliver such products, services, content and/or software, Agent/Customer enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of such products, services, software and/or content, which shall be the sole responsibility of the relevant third party. The Agent/Customer further acknowledges that the access, use and/or purchase of such products, services, software and/or content may be subject to additional terms and conditions prescribed by the relevant third party, and hereby agrees to comply with and observe all such terms and conditions and where required by such third party, to execute any document containing such terms and conditions.
- 12.8 The Agent/Customer shall accept that, due to the laws of some countries, the Agent/Customer may not be able to access or use, or may be prevented by TPIB from accessing or using, the TPIB Internet Insurance Service in those countries as TPIB may determine from time to time and the Agent/Customer will not hold TPIB liable for such inability to access or use the TPIB Internet Insurance Service.

13. Proprietary Rights

- 13.1 The Agent/Customer acknowledges and agrees that all intellectual property rights in and to TPIB's Computer Systems and the TPIB Internet Insurance Service, including, without limitation to the TPIB's website, and all contents and any updates thereof are owned exclusively by TPIB or the relevant third party vendor, affiliate or any other third party, where applicable.

14. No Warranty

- 14.1 The information and materials contained in TPIB's website and/or such other websites accessible via the TPIB Internet Insurance Service, including text, graphics, links, extracts from links or other items - are provided "As is", "As Available" basis. TPIB does not warrant the accuracy, adequacy or completeness of these information and materials and expressly disclaims liability for errors or omissions in such information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with the said information and materials.

15. Fees and Charges

- 15.1 Any goods and services tax or other levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or received or receivable by TPIB or any expenses incurred by TPIB, shall (except to the extent prohibited by law) be borne and paid by the Agent/Customer and TPIB shall be entitled to debit the same from the Agent's/Customer's account(s).
- 15.2 TPIB shall be entitled to levy or impose service charges and make variations to the same from time to time in respect of services rendered to the Agent/Customer provided that thirty (30) days prior notice specifying the details of the charges are made known to the Agent/Customer in writing or in a manner so deemed applicable by TPIB. Should the Agent/Customer disagree with the imposition of such fees or charges and any variations thereof, the Agent/Customer shall terminate the TPIB Internet Insurance Service pursuant to Clause 18.3 herein or cease the use of the particular Insurance transaction and/or service to which such fees, charges or variations relate to. The Agent's/Customer's continued use of the TPIB Internet Insurance Service and issuance of Instructions in respect of the particular Insurance transaction and/or service to which the fees, charges or variations relate to shall be deemed as the Agent's/Customer's agreement and acceptance of the same for the said transaction and for future transactions instructed by the Agent/Customer.

16. International Use

- 16.1 The Agent/Customer hereby agrees that the Agent/Customer is using the TPIB Internet Insurance Service at its own risk and initiative and the Agent/Customer is responsible for compliance with all applicable laws, which relate to any use of TPIB Internet Insurance service outside of Malaysia.

17. Variation of Terms and Conditions

- 17.1 TPIB may at its discretion and at any time add to, alter, vary, modify all or otherwise change all or any of these Terms and Conditions by giving the Agent/Customer 30 days prior notice where the said change(s), in TPIB's sole opinion, may materially affect the Agent's/Customer's rights and obligations. Such changes shall, subject to Clause 17.4, be binding on the Agent/Customer upon the expiry of the said 30-day period.
- 17.2 All additions, variations, modification or changes other than those stated in Clause 17.1 above shall be binding on the Agent/Customer and be deemed to have come to the Agent's/Customer's attention through notice given in any reasonable mode that TPIB deems suitable/fit according to circumstances.

- 17.3 Notwithstanding Clauses 17.1 and 17.2 above, where any variations, modifications or changes to these Terms and Conditions are merely in relation to the correction of any spelling and grammatical error or is in TPIB's sole opinion, necessitated by an immediate need to restore or maintain the security of the Internet Insurance Service, TPIB's computer system, the Agent's/Customer's account(s) or any transactions, no prior notice will be given to the Agent/Customer in respect of such variation, modification or changes to the Terms and Conditions.
- 17.4 If the Agent/Customer does not accept any additions, variations or modifications to these Terms and Conditions, the Agent/Customer shall discontinue using the TPIB Internet Insurance Service. The Agent/Customer agrees to view these Terms and Conditions regularly and subject to notice having been given to the Agent/Customer in accordance with the provisions herein, the Agent's/Customer's continued access and/or use of the TPIB Internet Insurance Service after any such additions, variations or modifications become effective will constitute the Agent's/Customer's acceptance of the additions, variations or modifications without reservation.

18. Suspension or Termination of Services

- 18.1 TPIB may at any time without giving any reason with prior notice suspend or restrict or terminate the operations or the whole or any part of the TPIB Internet Insurance Service without being liable or responsible for any loss or damage suffered by or caused to the Agent/Customer or arising out of or connected to or by reason of such suspension or restriction or termination.
- 18.2 TPIB will automatically suspend or terminate the Agent's/Customer's right of access to the TPIB Internet Insurance Service should the Agent/Customer cease to maintain any account(s) with TPIB which can be accessed via the TPIB Internet Insurance Service or should the Agent's/Customer's access to such account(s) be restricted by TPIB or any other party for any reason.
- 18.3 The Agent/Customer may terminate the TPIB Internet Insurance Service by giving prior written notice to TPIB. The TPIB Internet Insurance Service will be terminated within 7 Business Days from the date of TPIB's receipt of the said notice of termination and the Agent/Customer hereby agrees not to use the TPIB Internet Insurance Service to issue Instructions on any day falling after the receipt of the Agent's/Customer's notice of termination. Notwithstanding the foregoing, TPIB shall not be liable for the Agent's/Customer's continued use of the Internet Insurance Service thereafter and for the Instructions relating to transactions and/or services which are effected or performed or processed through the TPIB Internet Insurance Service after receipt of the Agent's/Customer's written notice to terminate.
- 18.4 The Agent/Customer also acknowledges and agrees that where the Agent's/Customer's access to the TPIB Internet Insurance Service is terminated for any reason, TPIB shall not be liable for its failure to act upon and effect or perform or process any such Instructions received prior to such termination and remains unaffected or unperformed or unprocessed at the point of such termination by TPIB or otherwise at the point of receipt of the Agent's/Customer's notice to terminate.

- 18.5 The Agent/Customer acknowledges that termination will not affect the Agent's/Customer's liability or obligations in respect of Instructions effected or performed or processed through the TPIB Internet Insurance Service on the Agent's/Customer's behalf.

19. Definitions

- 19.1 "Access Device" means any computerised electronic device, which allows the Agent/Customer to access and use the TPIB Internet Insurance Service.
- 19.2 "Business Day" means a day (other than Saturdays, Sundays and public holidays) on which TPIB is officially open for business in Kuala Lumpur, Malaysia.
- 19.3 "Computer System" and "system" means any computer hardware or software or any equipment operated or process conducted wholly or partially by electronic means and includes information technology systems telecommunications systems automated systems and operations.
- 19.4 "Corporation" means any partners, sole proprietors, companies, consortiums, business units or other such organisations set up solely for business purposes.
- 19.5 "Agent" means a person who is Agent of TPIB and to whom a "PacificLink ID" and "PacificLink Password" has been issued by TPIB for the TPIB Internet Insurance Service.
- 19.6 "Customer" means a person who is Direct Customer of TPIB and to whom a "PacificLink ID" and "PacificLink Password" has been issued by TPIB for the TPIB Internet Insurance Service.
- 19.7 "E-mail Services" means any service for the reception and transmission of electronic mail including without any limitation, any such service provided by the TPIB Internet Insurance Service for receiving or transmitting electronic mail from the Agent's/Customer's Access Device to TPIB.
- 19.7 "Instructions" means any instructions communications commands directions to TPIB, in electronic or such other form approved by TPIB, pertaining to the Agent's/Customer's specified account(s) and/or relating to the transactions and/or services available via the TPIB Internet Insurance Service which Instructions are initiated and issued through the use of the Agent's/Customer's PacificLink ID and Password, whether authorised or unauthorised by the Agent/Customer. For the purpose of construing the clauses of these Terms and Conditions which refer to the liabilities and/or responsibilities of TPIB and/or the Agent/Customer, Instructions shall also be taken to mean the transactions and/or services the Instructions were issued in relation to.
- 19.8 "Internet" means the ubiquitous global network of computers, telecommunications and software which facilitates communication, electronic or otherwise, between person(s) and machines.
- 19.9 "Internet Insurance Service" refers to the "services" as defined in Clause 6 of these Terms and Conditions which the Agent/Customer may access over the Internet through the use of such Access Devices as may be approved by TPIB from time to time.

- 19.10 "Internet Service Provider" means any Internet Access Provider (ISP) and/or any other parties that provide Internet access to the Agent/Customer.
- 19.11 "TPIB" means The Pacific Insurance Berhad and shall include its successors and assigns.
- 19.12 "PacificLink ID" means the unique name made up of a string of characters extracted from the Agent's Agency Account Number to be used by the Agent or Customer's handphone number to be used by Customer for access to the TPIB Internet Insurance Service.
- 19.13 "PacificLink Password" means:
- (a) the unique string of characters chosen by the Agent, which must be keyed in by the Agent in order for TPIB Internet Insurance Service system to authenticate the Agent's PacificLink ID and grant the Agent access to the TPIB Internet Insurance Service.
 - (b) A unique OTP password sent to the Customer's registered handphone, which must be keyed in by the Customer in order for TPIB Internet Insurance Service system to authenticate the Customer's PacificLink ID and grant the Customer access to the TPIB Internet Insurance Service.
- 19.14 "TPIB website" refers to the PacificLink, PacificLink-JPJ Link and Pacific Insurance Corporate website from which the Agent may access and use the TPIB Internet Insurance Service.
- 19.15 "Relevant Person" means any bank, service providers, internet service providers, digital certificate authority, certification authority, electronic, computer, telecommunications financial or card institution involved in the TPIB Internet Insurance Service from time to time and any person using (whether or not authorised) the TPIB Internet Insurance Service.
- 19.16 "Services" means and includes the services listed in Clause 6.1 of these Terms and Conditions and such other additional services TPIB may from time to time make available to the Agent/Customer via the TPIB website and includes any operations pertaining to such services.
- 19.17 "Terminals" means any electronic machines and/or counter which allows access processing and functioning of transactions for the Agent's/Customer's accounts as maintained with TPIB through the TPIB Internet Insurance Service.
- 19.18 "Third Party" means any persons or parties apart from TPIB, designated by TPIB to provide and/or process the functioning of the TPIB Internet Insurance Service, whether directly or indirectly, from time to time as deemed necessary.
- 19.19 "Transaction" means and includes the transactions listed in Clause 6.1 of these Terms and Conditions and such other additional transactions TPIB may make available to the Agent/Customer from time to time and includes any operations pertaining to such transactions.
- 19.20 Words importing only the singular number include the plural number and vice versa and words importing the masculine gender include the feminine and neuter genders and references to any genders include any other gender.
- 19.21 Words importing a person import also a firm or corporation.

20. Submission to Jurisdiction

- 20.1 These Terms and Conditions governing the TPIB Internet Insurance Service shall be governed by and construed in accordance with the laws of Malaysia.

21. Agent's/Customer's Access Device

- 21.1 The Agent/Customer shall ensure that the Access Device used by the Agent/Customer in connection with or related to the use or enjoyment of the TPIB Internet Insurance Services and all data which has been stored on or generated by the Access Device of the Agent/Customer and received by TPIB and/or to be processed by TPIB's Computer Systems as part of the normal functioning of TPIB's data, software and systems and provision of the TPIB Internet Insurance Services, shall be Year 2000 Compliant.

22. Notices

- 22.1 Unless otherwise specifically specified in these Terms and Conditions the Agent hereby consents to all notices and other communications which concern the TPIB Internet Insurance Service or are required under these Terms and Conditions may be given by TPIB in any one of the following manners:

22.1.1 by broadcasting a notice at TPIB's website and such notification shall be deemed effective upon broadcast;

22.1.2 by being displayed at TPIB's offices and branches and such notification shall be deemed effective upon display;

22.1.3 by way of advertisement made once in any national newspaper in Malaysia and such notification shall be deemed effective on the date of publication of the advertisement in any such newspaper;

22.1.4 by any other mode TPIB deems suitable.

- 22.2 All notices to TPIB concerning the TPIB Internet Insurance Service and these Terms and Conditions shall be in writing, signed by the Agent/Customer and sent to TPIB at the following address or in such other manner as TPIB may notify the Agent/Customer from time to time: The Pacific Insurance Berhad (91603-K), 40-01, Q Sentral. 2A Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.

23. Waiver

- 23.1 The Agent/Customer agrees that the failure of TPIB, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms and Conditions or TPIB's failure or delay to insist on compliance with any of the clauses herein shall not constitute a waiver by TPIB of any rights, power, privileges, remedies or provisions of these Terms and Conditions.

24. Severability

24.1 If any of the Terms and Conditions become invalid, illegal, or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.

25. Dispute and Enquiries

25.1 If the Agent/Customer has any enquiries or require any assistance, please call us at 1800-88-1620 or access the "Contact Us" button on our website. In addition, the Agent/Customer is advised to review TPIB's Security and Privacy Policy, Data Protection and Privacy Statement, and Treat Customer Fairly and Customer Service Charter (which can be accessed [here](#)) on this website.

I have read, understood and agree to abide by the Terms and Conditions of TPIB Websites, Security & Privacy Policy, Internet Insurance Terms & Conditions.