

FOREWORD

The policy, schedule and any endorsement should be read as if they are one document.

The policy is a contract between you and us. The proposal form and/or the information you have given us is the basis of the contract.

We will insure you as described in this policy and schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the policy are complied with.

This is a legal document and should be kept in a safe place.

Please read the policy and schedule carefully. If they do not meet your needs return them to your agent, broker or any one of our branches nearest to you.

MAKING A CLAIM

First check the schedule and relevant policy section to make sure that what you are claiming for is insured.

Tell the agent, broker or any one of our branches nearest to you as soon as possible by telephone or letter that you wish to claim. A claim form will be sent to you and you must complete and return it with any supporting evidence that we require within the time stipulated under the policy conditions.

The policy conditions section explains the full conditions relating to claims.

We may send someone to see you. He may be one of our claims inspectors or an independent loss adjuster appointed by us. His job is to advise you what to do immediately and to tell you what further information will be required. When all the necessary information is available, his report will be submitted to us and this will be the basis on which the claim will be assessed.

LOGGING COMPLAINTS WITH THE FINANCIAL MEDIATION BUREAU

Policyholder who have made a claim against us, which may either be rejected or being offered for settlement in which the Policyholder is not satisfied, can appeal to the senior management of the Company.

If the Policyholder is not satisfied with the decision of the senior management of the Company, the Policyholder can with six (6) months after the decision was made, ask the mediator to consider the matter by writing to Financial Mediation Bureau at:

Mediator,
The Financial Mediation Bureau
Level 25, No.4 Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : (03) 2272 2811
Fax : (03) 2274 5752
Website: www.fmb.org.my

OR

Customer Service Bureau
Bank Negara Malaysia
Peti Surat 10922
Jalan Dato' Onn
50480 Kuala Lumpur
Tel : (03) 2698 8044
Fax : (03) 2691 2990

AmG Insurance Berhad (803512-W)
Licensed Insurer. A member of the AmBank Group.

Head Office: 9th Floor, Bangunan AmAssurance, No. 1, Jalan Lumut, 50400 Kuala Lumpur.
Postal Address: GPO Box 10956, 50730 Kuala Lumpur, Malaysia.
Website: <https://www.amassurance.com.my>



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Fax (603) 2171 3030

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SMS Type Alert<space>message
Send to 012/016/019-2625378 (AmAlert)

PLUSMILES CARD PERSONAL ACCIDENTAL DISABILITY POLICY

WHEREAS the Insured name in the Schedule hereto has by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to AmG Insurance Berhad (hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance.

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the Period of Insurance the Insured name in the Schedule shall sustain bodily injury caused by accidental means in which the injury solely, and independently from any other cause results in the Insured's Permanent disablement excluding death hereinafter defined the Company will pay to the Insured, or the Insured's legal personal representative, the sum or sums of money specified in the Schedule and in accordance to the Table of Benefits, subject to the terms provisos exclusions and conditions of and endorsed on this Policy

PART 1 – COVERAGE : Territorial Limit Within Plus Highway

Benefit 1	Permanent Total Disablement (occurring within the period of cover – three (3) months of the accident)	:	The scale of compensation as stated in the Table of Benefits for Permanent Disablement.
Benefit 2	Inconvenience Cover	:	Loss to personal belonging of the Cardholder from locked vehicles whilst within PLUS highway subject to the vehicle is fitted with alarm and alarm system is activated followed by forcible entry for the limit of RM1,000 with an excess of RM150.00 for each and every loss.

PART 2 – GENERAL DEFINITIONS

For the purpose of this Policy, the following definitions apply: -

1 **ACCIDENT**

A sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury. (Occurring within three (3) calendar months of the Accident)

2 **BODILY INJURY**

Bodily injury resulting solely and directly from violent, accidental, external and visible means and does not include sickness, disease or any naturally occurring condition or degenerative disease.

3 **ENDORSEMENT**

Written evidence of an agreed change to Your Policy

4 **INCONVENIENCE COVER**

Loss to personal belonging of the Cardholder from locked vehicles whilst within PLUS highway. subject to the vehicle is fitted with alarm and alarm system is activated followed by forcible entry.

5 **INSURER/COMPANY/WE/US/OUR**

AmG Insurance Berhad

6 **INSURED/INSURED PERSON/YOU/YOUR/YOURSELF**

The company named and PLUS MILES card holder as Insured Person in the Policy Schedule.

7 **LOSS OF LIMB**

Means permanent total loss of use or loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

8 **PERMANENT TOTAL DISABLEMENT**

A state of incapacity caused by the Insured Person suffering Bodily Injury resulting in his/her permanent and total disablement from gainful employment of any and every kind. This includes the Insured Person being permanently bedridden and totally paralysed. (Occurring within three (3) calendar months of the accident)

9 **SCHEDULE/POLICY SCHEDULE**

The Schedule which is attached to and forming part of this policy.

10 **SUM INSURED**

Shall mean the limit of our liability under this insurance.

PART 3 - GENERAL EXCLUSIONS

This Policy does not cover death or any injury /disability directly or indirectly caused by or in connection with any of the following: -

- 1) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power or military
- 2) Insanity, suicide (whether sane or insane) or any attempt threat, intentional self-inflicted injuries;
- 3) Any form of disease, infection or parasites including malaria, dengue fever and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) Japanese Encephalitis;
- 4) Childbirth, miscarriage, pregnancy or any complications thereof;
- 5) Provoked murder or assault;
- 6) While travelling in an aircraft or ship as a member of the crew, except only as a fare-paying passenger in an aircraft or ship licensed for passenger service;
- 7) While committing or attempting to commit any unlawful act;
- 8) While participating in any professional sports;
- 9) Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding 50 metres in depth, professional mountaineering involving the use of ropes or mechanical guides;
- 10) Racing (other than on foot), pace-making, speed or reliability trails;
- 11) Ionization, radiation or contamination by radioactivity, nuclear weapons material;
- 12) Riding/driving without a valid driving license;
- 13) a) asbestos, or
b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- 14) a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 15) Any act of terrorism, For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;
- 16) Any pre-existing physical defect/infirmity, fits of any kind, disease or sickness of any kind.

PART 4 - TABLE OF BENEFITS

	Capital Sum Insured
PERMANENT TOTAL DISABLEMENT (occurring within twelve calendar months of the accident)	50000
Loss of two limbs.....	50000
Loss of both hands, or of all fingers and both thumbs.....	50000
Loss of sight of both eyes.....	50000
Injuries resulting in being permanently bedridden.....	50000
Any other injury causing permanent total disability.....	50000
Loss of arm at shoulder.....	50000
Loss of arm between shoulder and elbow.....	50000
Loss of arm at elbow.....	50000
Loss of arm between elbow and wrist.....	50000
Loss of hand at wrist.....	50000
Loss of leg	
- at hip.....	50000
- between knee and hip.....	50000
- below knee.....	50000
Eye Loss	
- of whole eye.....	50000

Where the injury is not specified, the Company reserves the right to adopt a Percentage of the disability which, in its opinion, is not inconsistent with the provisions of the above Scale.

Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event a total of 100% is paid during the period of this policy, all insurance hereunder shall immediately cease to be in force.

PART 5 - GENERAL CONDITIONS

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

1 ALTERATIONS

The Company reserves the right to amend the terms and conditions of this Policy and such alteration to this Policy shall be valid if authorised by the Company and endorsed hereon.

2 NOTICE

Every notice or statement to be given or made under this Policy by the Insured or the Insured's legal personal representative shall be delivered in writing to the Head Office or any Branch Office of the Company.

3 POLICY RENEWAL

The Company shall not be bound to accept any renewal of this Policy nor to give notice that such is due and the Company may cancel this Policy by giving fourteen days notice by Registered Letter at the Principal's last known address as to the Company and in such event the Company will return to the Principal on demand only a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled at any time by the Principal giving fourteen days' notice to the Company and in such event the Principal shall be entitled to a return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force. Notwithstanding the foregoing when the premium has been calculated upon any estimates furnished by the Principal the premium to be retained by the Company in the event of this Policy being cancelled will be adjusted in accordance with the provisions of Condition 4 of this Policy for the period the Policy has been in force, subject in the event of cancellation by the Principal to the application to the application of the Company's Short Period Rates.

4 CHANGE OF ADDRESS OR PARTICULARS

The Insured shall give immediate notice to the Company of any change in his name, residence, business or occupation. The Insured shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which the Insured has been effected or has knowledge of.

5 PREMIUM ADJUSTMENT

If the premium for this Policy has been calculated on any estimates furnished by the Principal, the Principal shall keep on accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Principal shall within one month from the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or to the principal as the case may be.

6 ASSIGNMENT

The Company shall (unless benefit under the Policy has been assigned to another and such assignment has been accepted by the Company) be entitled to treat the Principal as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the principal or of the principal's legal representative(s) alone shall be an effectual discharge.

7 MISSTATEMENT OR OMISSION OF MATERIAL FACT

If the proposal or declaration of the Principal is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

8 CLAIMS

(a) Notice of Injury on which the claim may be based on and which is covered by this Policy, must be given in writing to the Company within 14 days after the occurrence. The Company, upon receipt of such notice shall furnish the Insured with a claim form for the filing of proof of claims.

(b) In case of death, reasonable notice shall be given to the Company before burial or cremation and the Company may request to be represented at a post-mortem or examination of the body of the Insured. The Company shall have the right and opportunity to conduct an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place of any inquest appointed shall be given to the Company.

All certificates, information and evidence required by the Company shall be furnished by the Insured or the Insured's legal personal representative and shall be in such form and of such nature as the Company may prescribe.

9 **ARBITRATION**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent of any right of action against the Company. If the Company shall disclaim liability to the Principal or Insured Persons for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10 **AGE LIMIT**

All Insured Persons shall not be less than sixteen (16) years of age or more than seventy (70) years of age unless stated as otherwise in the Policy

11 **OBSERVANCE**

The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by him and the truth statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

12 **CURRENCY AND EXCHANGE RATES**

All premiums shall be paid in Malaysian Ringgit. In the event the Insured is admitted into a hospital and/or receives medical treatment outside Malaysia and renders bills in a currency other than Malaysian Ringgit, the Company shall indemnify the Insured or the Insured's legal personal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the Insured is discharge from hospital.

13 **APPLICABLE LAW**

This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and Malaysian Courts shall have exclusive jurisdiction hereto.

14 **TERMINATION OF INSURANCE**

(a) **Termination by the Insured**

If the Insured gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is earlier. In the event premium has been paid for, the Company will return short period portion of the premium for the unexpired part of the Period of Insurance. This cancellation and/or termination shall render this Policy and the contract of insurance between the Company and the Insured null and void.

(b) **Termination by the Company**

The Company may give notice of termination by registered post to the Insured at his or her last known address. Such termination shall become effective seven days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to the Insured provided that no claim has been made during the current Period of Insurance.

(c) **Automatic Termination**

This Policy shall lapse/terminate at 12.00 am mid-night (standard Malaysian time) on the last day of the Period of Insurance.

PART 6 - PREMIUM WARRANTY

It is fundamentals and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the insurer for the purposed of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy.