

AmG Insurance Berhad (803512-W)

Licensed Insurer. A member of the AmBank Group.

Head Office: 13A Floor, Bangunan AmAssurance, No.1, Jalan Lumut, 50400 Kuala Lumpur.

Postal Address: GPO Box 10956, 50730 Kuala Lumpur, Malaysia.

General Line: +603 4047 8000 General Fax: +603 4043 8680

Website: <https://www.amassurance.com.my>**AmAssurance**Service 1st. Our Promise.**Customer Care Centre** Call 1 300 80 3030
at local rates

+603 2171 3030

amassurance-general@ambankgroup.com Type AmG<space>message
Send to 33911(AmAlert)**DRIVECARE PERSONAL ACCIDENT POLICY**STAMP DUTY
PAID

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured" or "Policyholder") by a proposal and declaration (dated as mentioned in the said Schedule) which shall be the basis of this contract and is deemed to be incorporated therein has applied to AmG Insurance Berhad (hereinafter called "the Company") for the Insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule in accordance with the laws of Malaysia as consideration for such Insurance afforded in respect of such injuries applies only while the driver and/or passenger, with the permission of the named insured is driving or riding as a passenger boarding or alighting from the vehicle named in the Policy with the exception of the Policyholder whereby the Company has afforded a twenty four (24) hours worldwide personal accident cover.

BENEFITS

The Insurance afforded is only in respect of injuries which, directly and independently of an accident, result in medical expenses, death or dismemberment as stated hereunder, within limits indicated, but only against the benefits as are specifically indicated hereunder.

PART 1 MEDICAL BENEFIT

When by reason of accident, the Insured shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred with fifty two (52) weeks from the date of the accident for such treatment, hospital charges and nurse fees, but not to exceed the aggregate amount payable of RM1,000.00 for the policyholder and RM500.00 per person for the other passenger and/or authorised driver as the result of any one accident.

PART II LOSS OF LIFE ACCIDENT INDEMNITY

When accident results in loss of life the company shall pay within one hundred and eighty (180) days the beneficiary of the Policyholder RM20,000.00 and the beneficiary of the other passengers and/or authorised driver RM10,000.00 per person.

PART III DISMEMBERMENT AND LOSS OF SIGHT INDEMNITY

When accident does not result in loss of life of the policyholder and/or passengers/authorised driver of the named vehicle within one hundred and eighty (180) days after the occurrence of the accident but does result in any of the following losses within the said one hundred and eighty(180) days, the Company will pay for loss of :-

	Policyholder	Passengers/Authorised Driver
Both hands and/or Both feet	RM20,000.00	RM10,000.00
Sight of Both Eyes	RM20,000.00	RM10,000.00
Hearing of Both Ears	RM20,000.00	RM10,000.00
Either Hand or Foot and Sight of one Eye	RM20,000.00	RM10,000.00
Either Hand or Foot	RM10,000.00	RM 5,000.00
Sight of one Eye or Hearing of one ear	RM10,000.00	RM 5,000.00

“Loss” as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference to eyes, means the entire and irrecoverable loss of sight, and as used with reference to ears, means the entire and irrecoverable loss of hearing.

The occurrence of any specific loss for which benefit is payable under this Part shall at once terminate all insurances under this policy, but such termination shall be without prejudice to any circumstances for more than one of the losses, the greatest, for which provisions is made in this Part.

PART IV SPECIAL PROVISION

In the event that the actual number of passengers exceeds the number stated in the Schedule of the Policy, the Company’s Limit of Liability per person under Parts I, II and III will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared.

This limitation shall not apply to the Policyholder.

PART V EXCLUSIONS

The insurance shall not apply

- a) To any loss caused directly or indirectly, wholly or partly
 - 1) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or by any kind of disease;
 - 2) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Policy and performed within the time provided in the Policy);
 - 3) by pregnancy, childbirth, miscarriage, abortion or pre-existing physical defect or infirmity;
 - 4) while the driver is under influence (temporarily or otherwise) by alcohol or drug;
 - 5) while the vehicle is used for illegal business pursuit or as unlicensed common carrier.
- b) To any bodily injury which result in hernia.
- c) To any suicide or any attempt thereat (sane or insane).
- d) To loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), mutiny, riot, strike, civil commotion, civil war, rebellion, insurrection, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations or nationalization by or under the order of any government of public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The Insured shall, if so required, and as a condition precedent to any liability to the company, prove that the Loss did not in any way arise under or through any of the above exception, circumstances or causes.
- e) To loss occasioned while the vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
- f) To the driver if such driver does not hold a valid driver’s license to drive the automobile or is not qualified for holding or obtaining such a valid driver’s license under the regulations of the Malaysian or Singapore Road Transport Department.

PART VI CONDITIONS

1. This Policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the policy or be used in any legal proceeding hereunder. No agent has the authority to change this policy or to waive any of its provisions. No change in this policy shall be valid unless approved by an authorised officer of the Company and such approval be endorsed hereon.
2. If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by the company or by any its duly authorised agents shall reinstate the policy, but only to cover loss resulting from accidental injury thereafter sustained.
3. Written notice of injury on which claim may be based must be given to the company within thirty (30) days after the date of the accident causing the injury. In the event of accidental death immediate notice thereof must be given to the company.
4. Such notice by or on behalf of the insured or Beneficiary, as the case may be, given to the Company or to any authorised agent of the Company, with particulars sufficient to identify the insured shall be deemed to be notice to the company. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown no to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.
5. The Company upon receipt of such notice will furnish to the claimant such forms, as are usually furnished by the Company for filing proof of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss for which the claim is made.
6. Affirmative proof of loss must be furnished to the Company at its said office within one hundred and eighty (180) days after the date of such loss.
7. The Company shall have the right and opportunity to examine the person of the Insured when as often as it may reasonable require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
8. All benefits provided in this policy will be paid immediately after receipt of due proof.
9. All claims hereunder shall be submitted through the Insured.
10. If the Insured at any time cancel the vehicle registration or transfer the car which is specified on the policy, the Company upon written request of the Insured, and surrender of the policy, will cancel the same and will return to the Insured the unearned premium. However, the earned premium shall be computed in accordance with the Company's short period rates at the time of cancellation.
11. The Company may by notice in writing to the Insured under registered letter to his last known address give fourteen (14) days notice of their intention to terminate this Policy returning on demand a proportion of the premium corresponding to the unexpired Period of Insurance. By like notice to the Company, the Insured may at any time cancel this Policy, in which case the Company will retain the customary short period premium from the time the Policy has been in force.
12. Where ever in this Policy the word "Company" is used, it shall mean the Company issuing it, and where ever the word "Insured" or "Policyholder" is used, it shall mean the proposer named in the proposal form. Where ever the word "Injuries" is used, it shall mean bodily injuries effected as described in the insuring clause.
13. No assignment of interest under this policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the Company's head Office. The Company does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this policy shall bind the company unless consent thereto is formally endorsed hereon by an authorised Officer of the Company. No provision of the charter, constitution or by-laws of this company shall be used in defence of any claim arising under this policy, unless such provision is incorporated in full in this policy.
14. Failure to comply with any of the conditions contained in this policy shall invalidate all claims hereunder.
15. This policy may be renewed with the consent of the company on annual basis, by payment of the premium rate in force at time of renewal.

IMPORTANT NOTICE

CASH BEFORE COVER CLAUSE

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The authorized agent shall remit the premium within fifteen (15) working days upon receipt of such premium from the insured and/or Insured Person. The Company reserves the right to refuse any coverage and/or reject any claim resulting from non-payment of premium to the Company.

NOTE: For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.