

AmG Insurance Berhad (803512-W)

Licensed Insurer. A member of the AmBank Group.

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Send to 33911(AmAlert)**AmDRIVE SHIELD
PERSONAL ACCIDENT INSURANCE**STAMP DUTY
PAID

The proposal form and declaration given by the insured person will form the basis of this contract.

Having received and accepted your first premium, and any subsequent premiums, AmG Insurance Berhad (the Company) agrees to insure

- You (The Policyholder) 24 hours worldwide;
- Any persons permitted by You to drive or any Passenger (s) traveling, boarding or alighting from Your named vehicle in the Policy/Certificate anywhere in Malaysia, Singapore and Brunei

against bodily injury caused by accidental means subject to and in accordance with the exclusions, limitations, provisions, terms and conditions described herein.

BENEFITS

We will pay the appropriate Benefits stated in the Schedule/Certificate of Insurance, during the Period of Insurance in respect of accidental bodily injury, resulting in medical expenses, death or dismemberment as stated hereunder.

PART 1 ACCIDENTAL DEATH

In the event of death from Accidental Bodily Injury, We will pay within one hundred and eighty (180) days the beneficiary of the Policyholder RM20,000.00 and the beneficiary of the passengers and/or authorised driver RM10,000 per person.

PART 2 PERMANENT DISABLEMENT

In the event of Accidental Bodily Injury resulting in any of the following losses, We will pay within one hundred and eighty (180) days the Policyholder and/or passenger(s) and/or authorised driver the amount stated below :-

	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
Total Paralysis	RM20,000.00	RM10,000.00
Permanent Bedridden	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 3 MEDICAL BENEFITS

We will indemnify the Insured/Authorised Driver/Passenger for Medical Expenses incurred within fifty two (52) weeks from the date of the accident by the Insured/Authorised Driver/Passengers arising out of any one accident but shall not exceed the aggregate amount payable of RM1,000.00 for Policyholder and RM500.00 per person for the Authorised Driver and/or passenger. The term ‘medical expenses’ shall include expenses incurred for hospital charges, medical/surgical treatments and nurse fees.

You will be required to submit the Original Medical Bill(s)/Invoice(s) and Corresponding Official Receipt(s) when you wish to be reimbursed for your claim on medical expenses.

PART 4 SPECIAL PROVISIONS

In the event that the actual number of passengers exceeds the number stated in the Schedule/Certificate of Insurance, Our Limit of Liability per person under Parts 1, 2 and 3 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 You.

PART 5 EXCLUSIONS

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

- a) Any form of disease, infection or parasites including malaria, dengue fever, Japanese Encephalitis and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).
- b) Any pre-existing physical defect/infirmity fits of any kind
- c) An accident happening whilst the driver is under the influence of intoxicating liquor or drugs
- d) Childbirth, miscarriage, pregnancy or any complications thereof.
- e) Insanity, suicide (whether sane or insane) or any attempt threat, intentional self-inflicted injuries.
- f) When the insured has no ownership (insurable interest) in the vehicle named in the Policy Schedule/Certificate (Applicable to passenger only).
- g) While the vehicle is used for hire, racing, road rallying, pacemaking, speed-testing or use for any purpose in connection with motor trade.
- h) While committing or attempting to commit any unlawful act.
- i) Riding/driving without a valid driving license.
- j) Provoked murder or assault.
- k) War, invasion, act of foreign enemy, hostilities (whether war be has declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising, strike riot and civil commotion.
- l)
 - i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - iii. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter.
- m) 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.

PART 6 CONDITIONS

- 1. **ALTERATIONS**
We reserve the right to amend the terms and conditions of this Policy, and such alteration to this Policy shall be valid if authorised by Us and endorsed hereon. We will give a written notice to You according to the last recorded address for any alterations made.
- 2. **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.
- 3. **ARBITRATION**
All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.
- 4. **CHANGES IN YOUR CIRCUMSTANCE**
You must notify us as soon as possible in writing of any change in your circumstances which may affect this insurance.

5. **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 Us within 14 days after the occurrence. We, upon receipt of such notice shall furnish You with a claim form for the filing of proof of claims.
- (b) In case of death, reasonable notice shall be given to Us before burial or cremation and We may request to be represented at a post-mortem or examination of the body of the Insured. We shall have the right and opportunity to conduct an autopsy at our own expense where it is not forbidden by law. Immediate notice of time and place of any inquest appointed shall be given to Us.

All certificates, information and evidence required by Us shall be furnished by You or your legal personal representative and shall be in such form and of such nature as We may prescribe.

6. **CONDITION PRECEDENT TO LIABILITY**

The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or not to be done by You or Your legal personal representative shall be conditions precedent to any liability of Us to make any payment under this Policy.

7. **MISSTATEMENT OR OMISSION OF MATERIAL FACT**

We shall not be liable for any misstatement in or if a material fact has been omitted from the Proposal. Pursuant to Section 149(4) of the Insurance Act, 1996, You are required to disclose to Us, fully and faithfully all the facts that You know or ought to know, otherwise the policy issued hereunder may be void.

8. **TERMINATION OF INSURANCE**

This policy shall be terminated upon whichever of the following occurs first:

- a) **By Us**
We may give notice of termination by registered post to Your last known address. Such termination shall become effective seven days following the date of such notice. In the event that premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to You provided that no claim has been made during the current Period of Insurance.
- b) **By You**
If We receive termination notice from You, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is later. We will retain the premium according to the short period table for the period the Policy has been in forced and we will refund to You the unexpired portion of the Policy period, provided no claims has been made during the period of insurance.

Short Period Table

<u>Period not exceeding:</u>	<u>Refund of Annual Premium</u>
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

- c) **Automatic Termination**
This Policy shall lapse/terminate at 12.00 am midnight (standard Malaysian time) on the last day of the Period of Insurance

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 Us before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The authorised agent shall remit the premium within fifteen (15) calendar days upon receipt of such premium from You and/or Insured Person. We reserve the right to refuse any coverage and/or reject any claim resulting from non-payment of premium to Us.