



AmAssurance

AmCare ResQ

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.

P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.

Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).



1 800 88 6333



customer@amassurance.com.my



www.amassurance.com.my

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of **Premium** as specified in the Policy **Schedule** and pursuant to the answers given in the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and any other disclosures made by the **Insured** between the time of submission of the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Insured** shall form part of this contract of insurance between the **Insured** and **Liberty General Insurance Berhad** (hereinafter called "**The Company**"). However, in the event of any pre-contractual misrepresentation made in relation to the **Insured's** answers or in any disclosures given by the **Insured**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply. This Policy reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and **The Company**.

For Non-Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of **Premium** as specified in the Policy **Schedule** and pursuant to the answers given in the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and any other disclosures made by the **Insured** between the time of submission of the **Insured's Proposal Form** (or when the **Insured** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the **Insured** shall form part of this contract of insurance between the **Insured** and **Liberty General Insurance Berhad** (hereinafter called "**The Company**"). In the event of any pre-contractual misrepresentation made in relation to the **Insured's** answers or in any disclosures made by the **Insured**, it may result in avoidance of the **Insured's** contract of insurance, refusal or reduction of the **Insured's** claim(s), change of terms or termination of the **Insured's** contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and **The Company**.

WHEREAS THE INSURED described in the Schedule hereto has by a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein has applied to **Liberty General Insurance Berhad** for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance during the Period of Insurance stated in the Schedule and for which same may be renewed.

NOW THIS POLICY WITNESSETH: That subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

DEFINITIONS

1. We/Us/The Company/Our means Liberty General Insurance Berhad.
2. Insured shall mean AmBank (M) Berhad.
3. Insured Person(s)/You/Your shall mean the person described in the policy Schedule/Certificate of Insurance/Endorsement as an Insured Person.
4. Period of Insurance shall mean the specified insurance commencement date till its expiry date for the insurance coverage as stated in the policy Schedule/Certificate of Insurance.
5. Medical Practitioner shall mean a physician qualified with a degree in western medicine who is legally licensed and duly qualified to practice medicine and surgery, but excluding a physician who is the Insured Person himself/herself, or the spouse or lineal relative of the Insured Person.
6. Hospital shall mean any institution recognized by the Ministry of Health or any equivalent authority or lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having 24 hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.

7. Loss of Eye means total and irrecoverable loss of all sight rendering the Insured Person absolutely blind in the eye beyond remedy by surgical or other treatment.
8. Accident/Accidental shall means 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.
9. Bodily injury shall mean bodily injury resulting solely and directly from accidental, violent, external and visible means and does not include sickness, disease or any naturally occurring condition or degenerative disease.

BENEFITS

We hereby agrees with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured Person pays and We shall agree to accept the premium for the renewal of this Policy the Insured Person shall sustain any bodily injury caused by Accidental means result in the Insured Person's death or disablement, We will pay the sum insured provided in this Policy.

TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT		COMPENSATION
		Percentage (%) of Principal Sum Insured
A.	Accidental Death (occurring within 12 calendar months of bodily injury)	100
B.	Permanent Disablement (occurring within 12 calendar months of bodily injury) resulting in:	
1)	Total permanent disablement from engaging in or attending to employment/ occupations of any kind	100
2)	Total paralysis or permanently bedridden	100
3)	Loss of a) one hand or arm	100
	b) one foot or leg	100
	c) all sight in one or both eyes	100
4)	Loss of a) hearing in both ears	75
	b) hearing in one ear	15
	c) speech	50
5)	Loss of a) four fingers and thumb of one hand	50
	b) four fingers of one hand	40
6)	Loss of thumb - both phalanges	25
	- one phalanx	10
7)	Loss of index finger - three phalanges	10
	- two phalanges	8
	- one phalanx	4
8)	Loss of middle finger - three phalanges	6
	- two phalanges	4
	- one phalanx	2
9)	Loss of ring finger - three phalanges	5
	- two phalanges	4
	- one phalanx	2
10)	Loss of little finger - three phalanges	4
	- two phalanges	3
	- one phalanx	2

11) Loss of toes	- all of one foot	15
	- great, both phalanges	5
	- great, one phalanx	2
	- other than great, if more than one toe lost, each	1

PROVIDED ALWAYS THAT:

1. No sum stated in the Schedule shall be payable:
 - a) Under Benefit A (Accidental Death) and B (Permanent Disablement) unless the death or disablement occurs within twelve (12) calendar months of the happening of the Bodily Injury.
 - b) Until the total amount of compensation shall have been ascertained.
2. The aggregate of all percentages payable in respect of any one accident shall not exceed 100% of principal sum insured. In the event of a total of 100% having been paid, all insurance hereunder shall immediately ceased to be in all insurance hereunder shall immediately ceased to be in force. All other losses lesser than 100% if having been paid shall reduce the respective Insured Person's coverage under Benefit A (Accidental Death) and Benefit B (Permanent Disablement) by that amount from the date of accident until the expiry of the Policy.

Permanent Total Loss of use of a part of a body shall be treated as a loss of the part of the body. Where any permanent partial disablement not specified above other than loss of sense of taste or smell, We will adopt a percentage of disablement which in the opinion of Our medical advisors is not inconsistent with the provision of the above and without regard to the Insured Person's occupation.

C. Medical Expenses

We will indemnify the Insured Person for medical expenses incurred as a result of an accident up to the sum insured specified in the Schedule/Certificate of Insurance any one accident and in the aggregate any one period of insurance for actual expenses incurred for hospital (including room and board), clinical, medical and surgical treatment, doctor's consultation, x- ray, lab tests, medicine and prescribed drugs.

D. Fractured Bone and/or Joint (bone) Dislocations

(i) Fractured Bone

You fracture one of the bones solely and directly as a result of an Accident and a Physician certifies this, **We** will pay the percentage of the Sum Insured shown in the Table of Benefits below, subject to the maximum sum insured as shown in the Schedule of Benefits:

The following event(s) must occur within twelve (12) months of the date of the Bodily Injury		Percentage of the Sum Insured
1	Neck, skull or spine (complete fracture)	100%
2	Hip	75%
3	Jaw, pelvis, leg, ankle or knee (other fractures)	50%
4	Cheekbone, shoulder or Hairline Fracture of skull and spine	30%
5	Arm, elbow, wrist or ribs (other fractures)	25%
6	Jaw, pelvis, leg, ankle or knee (simple fractures)	20%
7	Nose or collarbone	20%
8	Arm, elbow, wrist or ribs (simple fractures)	10%
9	Finger, Thumb, Foot, Hand or Toe	7.5%

The total amount payable in respect of the events 1 to 9 above due to the same Bodily Injury is derived by adding together the various percentages of each of the events but shall not exceed one hundred percent (100%) of the Sum Insured specified in the Schedule of Benefits under Section 4, and there shall be no further liability under the Policy in respect of the same event sustained thereafter.

This Benefit will not be payable if **You** have been diagnosed as having osteoporosis prior to the date on which they were first covered under this Policy. If **You** are diagnosed as having osteoporosis after the date on which they were first covered under this Policy, We will only pay this Benefit for the first **Simple Fracture, Hairline Fracture or Other Fracture** sustained, and no further payments will be made under this Benefit.

For the purposes of this Benefit, the following words when used with bold letters, have the meaning given below:

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Physician requires minimal and uncomplicated medical treatment

Other Fracture means any fracture other than a Simple Fracture or Hairline Fracture.

Hairline Fracture means mere cracks in the bone.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

(ii) Joint (bone) Dislocations:

The following event(s) must occur not early than 9 months and not later than twelve (12) months of the date of the Bodily Injury	Percentage of the Sum Insured
Rupture/dislocation of glenohumeral joint, elbow joint, temporomandibular joint, shoulder/sterno- clavicular symphysis, dislocation of patella, knee	5%
Recurrent dislocation of the hip joint	10%
Dislocation of the following joints and resultant surgery: shoulder, elbow, mandible, acromial extremity of the clavicle, sternal extremity of the clavicle, knee	7%
Dislocation and resultant surgery of carpal and tarsal joints	5%
Dislocation of carpal and tarsal joints	3%
Phalangeal dislocation*	1%
Phalangeal dislocation accompanied by impaired tendon integrity	2%
Patellar dislocation	4%
Dislocation of a cervical vertebra, coccygeal vertebra(-ae)	5%
Dislocation of 2 or more cervical vertebrae	7%

Notes:

(1) * Multiple phalangeal dislocations in one digit shall be considered to be one trauma

(2) Bone fracture or dislocation operation is understood as a surgical procedure if it involves fixation of ununited ends of the fractured

bones (using surgical pins, wires, plates or external fixation devices) or fixation of joints. Close reduction of bones and joints shall not be considered a surgery.

In case of bone dislocation, traumas to soft tissues, muscles, tendons in one limb during one event insured, insurance benefit shall be paid for one outcome which is the most severe. Insurance benefit for the traumas of one organ/limb suffered as a result of one event insured shall not exceed the sum fixed for the loss of such organ/limb.

Coverage on recurring dislocations shall be 50% of insurance benefit payable for dislocation of the joint.

Recurring dislocations shall not be regarded as risks covered and no benefits shall be paid in respect of them, if the initial (primary) dislocation occurred prior to entering into the insurance contract.

No insurance benefit is payable for hernias (abdominal hernia, diaphragmatic hernia, hernia of the intervertebral discs) occurring as a result of physical loads/pressure (incl. weightlifting), as well as radiculopathies/neuropathies.

The loss of organ/limb function shall be determined no earlier than 9 months and no later than 12 months after the date of the event insured.

However, insurance benefit shall be paid prior to the expiry of 9 months when there are no doubts as to the permanent irrecoverable loss of the organ/limb.

Applicable to D (i) and D (ii)

Recurring dislocation if primary dislocation occurred prior to entering the insurance, shall not be payable, otherwise, the 50% of benefit payable for the dislocations.

This benefit shall be claimable provided that the insured has first consulted a registered medical practitioner and produced a proof of bone fractures and/or dislocation by X-ray.

E. Prostheses/ Wheelchair

Benefit In the event the Insured Person suffers Permanent Disablement due to an Accident, We will reimburse the Insured Person, up to the limits stipulated in the Schedule, the actual costs of purchasing a medical equipment such as wheelchair, artificial arm or leg or crutches provided always that such medical equipment is necessary to assist the mobility of the Insured Person and is recommended by the attending Medical Practitioner.

F. Sinseh/Traditional / Physiotherapy / Chiropractic Treatment Benefit

We will indemnify the insured on the following:

- a) Sinseh/traditional treatment – reimburse the cost of Sinseh or Traditional Treatment including medicine
Sinseh – A system of Chinese medicine that relies upon the use of only "natural" substances for the treatment of disease, rather than drugs. Herbs, food grown without the use of preservatives or colouring material, pure water, sunlight, and fresh air are all employed in an effort to rid the body of "unnatural" substances, which are said to be at the root of most illness.
- b) Physiotherapy
Physiotherapy (physical therapy) - a regulated healthcare profession that aims to restore, maintain and promote optimal movement and function. Physiotherapists use assessment, exercise prescription, manual therapy, education, and physical modalities (e.g., heat, cold, electrotherapy) to reduce pain, improve mobility, strengthen tissues and prevent recurrence of injury or disability.
- c) Chiropractic to a maximum RM150.00 per accident
Chiropractic treatment - a regulated primary-contact health profession focused on diagnosing and managing musculoskeletal and related nervous system disorders, especially involving the spine. Chiropractors commonly use spinal and joint manipulation (adjustments), mobilization, soft-tissue techniques, exercise and lifestyle advice to relieve pain, improve function and support recovery.

Note: Physiotherapy/chiropractic treatment is subject to a General practitioner's referral.

CLAUSES

STRIKE, RIOT AND CIVIL COMMOTION

It is hereby declared and agreed that this Policy is extended to cover death or disablement to the Insured Person arising from Strike, Riot and Civil Commotion caused directly by:

- a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbance.
- c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

In the event of any claim hereunder the Insured Person shall prove that such bodily injury arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default or such proof We shall not be liable to make any payment in respect of such a claim.

Provided that in connection with this extension the Insured Person shall sustain bodily injury as defined by the Policy whilst as an innocent bystander and not as a result of active participation directly or indirectly in such strike, riot or civil commotion.

HIJACKING

It is hereby declared and agreed that this Policy is extended to cover death or disablement arising from hijacking whether on land transit as a ticket holding passenger or whilst travelling in an aircraft as a ticket holding passenger over established air routes in a fully licensed standard type aircraft owned and/or operated by a recognized airline or as a fare-paying passenger on any water- borne vessel used for the carriage and conveyance of passengers.

FOOD AND DRINK POISONING

It is hereby declared and agreed that the Policy is extended to cover the Insured Person against death or disablement as herein defined arising out of or resulting from accidental food and drink poisoning or other similar misfortune with or without any sign of external or violent visible injury.

DROWNING

It is hereby declared and agreed that this Policy is extended to cover the Insured Person against death or disablement as therein defined arising out of or resulting from drowning with or without any sign of external or violent visible injury.

AMATEUR SPORTS

It is hereby declared and agreed that this Policy extended to cover death or disablement arising whilst the Insured Person is engaged in indoor or outdoor sports including underwater activities involving the use of underwater breathing apparatus not exceeding fifty (50) meters in depth, water sports including yachting and water skiing, polo playing, mountaineering not necessitating on ropes or guides, racing on foot and in any sporting activities not specifically excluded under the Policy as an amateur.

UNPROVOKED MURDER AND ASSAULT

It is hereby declared and agreed that the cover provided under this Policy includes death or disablement proximately caused as a result of assault or murder or any attempt thereon to the Insured Person, excluding death or bodily injury sustained where the Insured Person was committing or intended to commit such act therein.

INSECT, SNAKES, VERMIN, ANIMALS BITE

It is hereby declared and agreed that this Policy is extended to cover death or disablement to the Insured Person arising from insect, snakes, vermin, animal bites (excluding disease or illness caused by parasite, bacteria or viruses carried by insects such as mosquitoes and the like, snake or animal).

However, this Policy extends to cover death or permanent disablement arising out of dengue provided it is not a declared pandemic in Malaysia.

DISAPPEARANCE (1 YEAR)

It is agreed and understood that if after a period of one (1) year has elapsed and We having examined all evidence available shall have no reason to suppose other than that an accident has occurred and that a Court of Law has pronounced such Insured Person to be missing and legally presumed dead the disappearance shall be considered to constitute a claim under this Policy.

It is further agreed and understood that if any time after payment has been made and the Insured Person is found to be living any sum paid by Us shall, within thirty (30) calendar days of such discovery, be fully refunded to the Us.

WINTER SPORTS

It is hereby declared and agreed that this Policy is extended to cover the Insured Person against death or disablement whilst engaged in winter sports activities as an amateur.

NATURAL DISASTERS

It is hereby declared and agreed that this Policy is extended to cover death or disablement caused by earthquake, flood, volcanic eruption, tidal wave, lightning, windstorm, hurricane, cyclone, typhoon, La Nina, El Nino, Tsunami, and Katrina.

EXPOSURE TO NATURAL ELEMENTS

It is hereby declared and agreed that this Policy covers bodily injury caused by exposure to the elements as a result of an accident covered hereunder provided that in the event of death of the Insured Person caused by exposure to the elements that this death is the subject of a properly constituted judicial body enquiry by which it is found that the Insured Person died of exposure as a result of an accident.

MOTORCYCLING

It is hereby declared and agreed that this Policy extends to cover Insured Person whilst riding a motorcycle or as a pillion for private or business purposes provided always that We shall not be liable for any claim arising out of racings, pacemaking or participation of the Insured Person in any speed contest reliability or other trials.

HUNTING

It is hereby declared and agreed that this Policy extends to cover the Insured Person against death or disablement whilst engaged in hunting, provided approval/permits/licence from the relevant authorities have been obtained and the Insured Person holds a valid licence to possess and use firearms for hunting purposes only. We shall not be liable for any loss or compensation if such activities are undertaken as professional activities or at any form of competition or exhibition or demonstration.

SCUBA DIVING

It is hereby declared and agreed that this Policy is extended to cover the Insured Person against death or disablement whilst engaged in scuba diving as an amateur not exceeding fifty (50) meters in depth.

SUFFOCATION THROUGH SMOKE, FUMES OR POISONOUS GAS

It is hereby declared and agreed that the Policy is extended to cover death and disablement to the Insured Person arising from accidental suffocation through smoke, fumes or poisonous gas.

LOSS NOTIFICATION CLAUSE (30 DAYS)

It is hereby declared and agreed that this Insurance will not be prejudiced by any inadvertently delays, errors or omission in notifying the Insurers of any circumstances or event giving rise or likely to give rise to a claim under this Policy, provided that notice be given to Us immediately upon such occurrence coming to Your knowledge but no later than 30 days from the date of the occurrence.

Subject otherwise to the terms, conditions and exceptions of the within Policy.

ACCUMULATION CLAUSE

It is hereby declared and agreed that Our maximum liability of in any circumstances is limited to (Limit as per Schedule) per event/loss/occurrence. The claims payable per Insured Person will be reduced proportionately should the limit be exceeded.

EXCLUSIONS

This Policy does not cover death or disablement directly or indirectly caused by, arising from or in connection with any of the following:

1. Suicide (whether felonious or not) or any attempt thereat or self-injury, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a medical practitioner, the committing or attempt to commit any unlawful act.
2. The Insured Person flying or travelling in an aircraft otherwise than as fare paying passenger in a licensed passenger carrier on a scheduled domestic or international route.
3. The Insured Person engaging in:
 - a) mountaineering necessitating on ropes or guides, parachuting, hang-gliding, sky-diving, professional sports or games, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot.
 - b) use of woodworking machinery driven by mechanical power.
4. Any pre-existing physical defect or infirmity, fits of any kind, any form of disease, illness, virus, infection or parasites and congenital defect.
5. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power.
6. Ionisation, nuclear weapons material, radiations or contamination by radio-activity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self- sustaining process of nuclear fission.
7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
8. 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, 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.
9. Childbirth, miscarriage, pregnancy or any complications thereof unless caused solely and directly by the Accident.
10. Provoked murder or assault, wilful exposure to needless peril except in an attempt to save human life.
11. The Insured Person engaging in or take part in naval, military and/or air force service or operations or participating in operations planned or conducted by the Civil or Military service or operations or participating in operations planned or conducted by the Civil or Military Authorities.
12. It is an absolute condition and condition precedent to the Insurer's liability, that any and all the Insured Person covered under this Section are not in any way, directly or indirectly involved in any of the occupations/duties mentioned hereunder:-
 - a) Air crew/test pilot;
 - b) Fireman;
 - c) Miner;
 - d) Naval, military and airforce personnel
 - e) Professional sports person/divers;
 - f) Racing drivers
 - g) Ship crew;
 - h) Stevedores.

However benefits covered under this policy shall be payable if the Insured Person suffers bodily injuries out of normal private and social activities and outside the scope of the Insured Person's employment stated above.

14. Riding/driving without a valid driving licence.

CONDITIONS

1. CONTRACT CLAUSE

This Policy, Schedule and Certificate of Insurance shall be read together as one contract and constitutes the entire contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this contract and any word or expression to which specific meaning has been attached in any part of this Policy or Schedule or Certificate of Insurance shall bear such specific meaning whenever it may appear.

2. CONDITION PRECEDENT TO LIABILITY

The Insured/Insured Person shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured/Insured Person and which affects Our liability to make any payment under this Policy.

3. NOTICE

All notices required to be given by the Insured/Insured Person to Us must be in writing addressed to Us and no alteration in terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by Our authorised representative.

4. CANCELLATION

Cancellation by Us

We may cancel this Master Policy and/or Certificate of Insurance issued by giving not less than fourteen (14) days notice by Registered letter to the last known address of the Insured or Insured Person. We will return any proportionate part of the premium corresponding to the unexpired Period of Insurance to the Insured/Insured Person, where applicable.

Cancellation by Insured Person

The Insured Person may cancel the cover provided under the Insurance at any time by giving not less than fourteen (14) days notice in writing to Insured or Us. We shall cancel the Certificate of Insurance upon receiving notification / confirmation from the Insured and in such event, the Insured Person shall be entitled to a return of the premium at the Company's short period rates for the time the Certificate of Insurance has been in force during the current Period of Insurance, provided no claims have been made on the current Certificate of Insurance.

Period of Insurance	Percentage of Annual Premium to be Charged (%)
2 Months (Minimum)	40
3 Months	50
4 Months	60
5 Months	70
6 Months	75
Over 6 Months	100

Cancellation by the Insured

The Master Policy may be cancelled by the Insured at any time by giving not less than fourteen (14) days notice in writing to Us. In the event of such cancellation:-

- We will no longer issue any Certificate of Insurance under this Master Policy; and
- We will only be on risk for the unexpired period of any Certificates of Insurance already issued under this Master Policy and for which premium has been paid.

Automatic cancellation

The Insured Person's cover under this Policy will cancel automatically:

- a) when the Insured Person reaches the maximum age of seventy (70) years;
- b) upon the Insured Person's death; or
- c) upon the Insured Person ceasing to be a credit card member of the Insured

5. CHANGE IN RISK

The Insured/Insured Person shall give immediate notice to Us of any change of address, occupation, country of domicile, pursuits or any injury, disease, physical defect or infirmity by which the Insured Person has become affected or has knowledge of.

6. INTERESTED PARTIES

We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured 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 by the Insured/Insured Person or of the Insured Person's legal representative(s) alone shall be an effectual discharge.

7. MISREPRESENTATION/FRAUD

The Policy may be voidable in the event of a misdescription, error, omission or non-disclosure of fact by the Insured/Insured Person, which the Insured/Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including Us) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud Us.

8. ELIGIBILITY AND TERRITORIAL LIMIT

- a) AmBank customer aged 18 years old to 70 years old at the inception of cover.
- b) All benefits provided in this Policy are applicable worldwide twenty four (24) hours a day (unless specified otherwise under the respective benefit covered in this Policy).

9. CURRENCY OF PAYMENT

All amounts payable either to or by Us shall be payable in Ringgit Malaysia.

10. TWO OR MORE POLICIES

If at the time of any claims under benefits covered in this Policy which is on reimbursement basis, there shall be any other insurance cover, either with Us or other companies covering the same risk or any part thereof, We shall not be liable for more than its rateable proportion thereof.

11. MEDICAL EXAMINATION

We shall have the right and opportunity to examine the Insured Person as often as may reasonably required 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.

12. CLAIMS

- a) On the happening of any accident for which compensation is payable under this Policy the Insured/Insured Person shall immediately employ the services of a medical practitioner and undergo any treatment such practitioner shall deem necessary. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured/Insured Person(s) shall within fourteen (14) days after the happening of the accident give notice to the Us and furnish full particulars of the accident and injury.
- b) After the occurrence of any accident under which a claim has arisen or may arise the Insured/Insured Person shall use the best endeavours to preserve any appliances or things whether damaged or defective or otherwise which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be made to any article concerned with or involved in the accident without the prior consent in writing by Us.

- c) All certificates, accounts, receipts, documents, information and evidence required by Us shall be furnished at the expense of the Insured/Insured Person hereunder and shall be in such form and such nature as We shall describe.
- d) The Death of the Insured Person shall be established by an Official Death Certificate and other relevant documents required by Us. In the event of his/her disappearance following an accident, by a Court presuming his/her death.
- e) Any claim due and payable under this Policy, where applicable, will be paid to the named beneficiary(ies) or nominee(s) in the Policy or to his/her legal representatives where the Insured has insurable interest. However, where the Insured has no insurable interest in the life of Insured Person, all payment of claims due and payable hereunder shall be made to the Insured Person or to his/her legal representatives.

13. OVERSEAS RESIDENT

Only Accidental Death and Permanent Disablement Benefits will be payable should the Insured Person reside outside Malaysia for more than ninety (90) consecutive days.

14. JURISDICTION

The Indemnity expressed in the Policy shall not apply to nor include:

- a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia;
- b) costs and expenses of litigation recovered by claimant from the Insured Person which are not incurred in and recoverable in Malaysia.

15. DUTY OF DISCLOSURE

Consumer Insurance Contracts

- a) Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- b) The Insured Person also has duty to tell Us immediately, if at any time, after this Policy contract has been entered into, varied or renewed with Us, any of the information given for this Policy contract is inaccurate or has changed.

16. SALES AND SERVICE TAX IMPACT ON CLAIMS SETTLEMENT

Claim Settlement

We will pay Your claim inclusive of the Sales and Services Tax on items which are taxable suppliers, up to the limit specified in the Schedule/Certificate of Insurance/Table of Benefits.

In the event that You are entitled to claim for the input tax credit and if We make a payment under this policy as compensation to You, We will reduce the amount of the payment by deducting Your input tax credit entitlement irrespective of whether You have or have not claimed the input tax credit, up to the limit specified in the Schedule/Certificate of Insurance/Table of Benefits.

17. ARBITRATION

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having required to do so in writing by the other party. In case either party shall or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire

respectively; and in the event of death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award, and it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

18. PREMIUM WARRANTY

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by Us 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 we shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes 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 insurer.

Subject otherwise to the terms, conditions and exceptions of this policy

IMPORTANT NOTICE

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to **The Company** and the Policy returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of **The Company** may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

a) **Complaints Management Unit**

Liberty General Insurance Berhad

Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel. No. : +603-2268 3333 (General Line) or

AmAssurance Contact Channels

AmAssurance Hotline: 1 800 88 6333
Email: customer@amassurance.com.my
Website: www.amassurance.com.my

b) **Financial Markets Ombudsman Service (FMOS)**

(formerly known as Ombudsman for Financial Services)
Company No : 200401025885
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
General Line : +603-2272 2811
Website : www.fmos.org.my

c) **BNMLINK**

Bank Negara Malaysia

4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link: bnm.gov.my/BNMLINK
Website: www.bnm.gov.my

3. Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).