



## **GROUP PERSONAL ACCIDENT INSURANCE POLICY**

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).









Stamp Duty Paid

# 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 Policyholder / Insured Person by an application and declaration which are duly incorporated herein has applied to Liberty General Insurance Berhad (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

Having received and accepted your first premium, and any subsequent premiums required, Liberty General Insurance Berhad agrees to insure the Insured Person(s) against bodily injury caused by accidental means covered by this Policy subject to and in accordance with the exclusions, limitations, provisions, terms and conditions described herein.

## **COVERAGE - TERRITORIAL LIMIT WORLDWIDE**

Benefit 1 - Death due to Accident

(occurring within twelve (12) calendar months of the accidents)

 The scale of compensation as stated in the Table of Benefits for Accidental Death

Benefit 2 - Permanent Disablement

(occurring within twelve (12) calendar months of accidents)

The scale of compensation as stated in the Table of Benefits for Permanent Disablement



## **GENERAL DEFINITIONS**

#### **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.

#### AGE

Age next birthday.

#### **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.

## **EFFECTIVE DATE**

The date stated in the Schedule for which insurance under this Policy commence.

## **ENDORSEMENT**

Written evidence of an agreed change to Your Policy.

#### **ELIGIBLE CHILDREN**

Insured Person's children/stepchildren/legally adopted children, who is/are financially dependent and/or still studying and who is/are not gainfully employed or married, between the ages of 1 and under 23 years of age and permanently residing in Malaysia.

## **IMMEDIATE FAMILY**

The Insured Person's legal spouse, children, parents, brothers and sisters.

## INSURED/INSURED PERSON/YOU/YOUR/YOURSELF

The person named as Insured Person in the Schedule, who is permanently residing in Malaysia.

## INSURER / COMPANY / WE / US / OUR

Liberty General Insurance Berhad 197801007153 (44191-P).

## **OCCUPATION**

The Insured Person's full-time and/or part-time gainful employment and /or any other work for remuneration or profit which the Insured Person is fit to do by knowledge and/or training.



#### **PERMANENT**

Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of recovery.

#### **SCHEDULE**

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

## **SCHEME SELECTED**

Insured only which means Yourself only. Insured & Family which means Yourself and Your legal spouse (as named in the Certificate/Schedule) and all Your Eligible Children (maximum 4 Children).

#### **SUM INSURED**

The limit of our liability under this insurance.

## **DESCRIPTION OF BENEFITS**

## **ACCIDENTAL DEATH**

Death arising from Bodily Injury.

## PERMANENT DISABLEMENT

The disability as specified in the Table of Benefits.

## 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 paralyzed.

## **EXTENSION**

## **INSECTS AND SNAKE BITES CLAUSE**

This policy is extended to cover accidental death or bodily injury arising out of insects and snake bites excluding death/bodily injury caused by disease except Malaria and Dengue Fever.



## PLAN

The benefit payable for Accidental Death and Permanent Disablement in respect of each Eligible Child shall be reduced to 10% of the Sum Insured as shown in the Schedule.

| BENEFITS              | LIMITS        |               |               |               |  |
|-----------------------|---------------|---------------|---------------|---------------|--|
|                       | PLAN 1        | PLAN 2        | PLAN 3        | PLAN 4        |  |
| Accidental Death      | RM 100,000.00 | RM 200,000.00 | RM 300,000.00 | RM 400,000.00 |  |
| Permanent Disablement | RM 100,000.00 | RM 200,000.00 | RM 300,000.00 | RM 400,000.00 |  |

MONTHLY PREMIUMS (Premium stated are before the Service Tax at the prevailing rate as imposed by the Government of Malaysia and excludes Stamp Duty of RM10.00)

| SCHEME                    | PLAN 1   | PLAN 2   | PLAN 3   | PLAN 4   |
|---------------------------|----------|----------|----------|----------|
| Insured Person            | RM 12.00 | RM 22.00 | RM 32.00 | RM 42.00 |
| Insured Person & Family * | RM 24.00 | RM 44.00 | RM 64.00 | RM 84.00 |

<sup>\*</sup> Family to include spouse (100% of sum insured) and **Eligible Children** (10% of sum insured)



| TABLE OF BENEFITS      |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
|                        | % of Capital Sum Insured   |  |  |  |  |  |  |  |
| Benefit 1<br>Benefit 2 | ,  |  |  |  |  |  |  |  |
|                        | Loss of two limbs Loss of both hands, or of all fingers and both thumbs Loss of sight of both eyes Total paralysis Injuries resulting in being permanently bedridden Any other injury causing permanent total disability Loss of arm at shoulder |  | 100%<br>100%<br>100%<br>100%<br>100%<br>100% |  |  |  |  |  |
|                        | Loss of arm between shoulder and elbow Loss of arm t elbow Loss of arm between elbow and wrist Loss of hand at wrist Loss of leg   | - at hip   | 100%<br>100%<br>100%<br>100%<br>100%         |  |  |  |  |  |
|                        | Eye: loss of   | <ul> <li>between knee and hip</li> <li>Below knee</li> <li>Whole eye</li> <li>all sight in one eye</li> <li>all sight in one eye, except perception of light</li> <li>lens of one eye</li> </ul> | 100%<br>100%<br>100%<br>100%<br>50%          |  |  |  |  |  |
|                        | Loss of four fingers<br>Loss of thumb  | - both phalanges - one phalanx   | 40%<br>30%<br>15%                            |  |  |  |  |  |
|                        | Loss of index finger   | <ul> <li>three phalanges</li> <li>two phalanges</li> <li>one phalanx</li> </ul>  | 15%<br>10%<br>5%                             |  |  |  |  |  |
|                        | Loss of middle finger  | <ul><li>three phalanges</li><li>two phalanges</li><li>one phalanx</li></ul>  | 8%<br>5%<br>3%                               |  |  |  |  |  |
|                        | Loss of ring finger  | - three phalanges - two phalanges - one phalanx  | 6%<br>5%<br>3%                               |  |  |  |  |  |
|                        | Loss of little finger  | - three phalanges - two phalanges - one phalanx  | 5%<br>4%<br>3%                               |  |  |  |  |  |
|                        | Loss of metacarpals  | <ul><li>first or second (additional)</li><li>third; fourth or fifth (additional)</li></ul>   | 4%<br>3%                                     |  |  |  |  |  |
|                        | Loss of toes   | <ul> <li>All</li> <li>great, both phalanges</li> <li>great, one phalanx</li> <li>other than great, if loss of more than one toe on each foot</li> </ul>  | 20%<br>8%<br>3%<br>2%                        |  |  |  |  |  |
|                        | Permanent Loss of speech & hearing in both ears Loss of hearing  | - both ears<br>- one ear   | 100%<br>75%<br>25%                           |  |  |  |  |  |
|                        | Loss of speech<br>Shortening of arm  | - more than 1" up to 2" - more than 2" up to 4" - more than 4"   | 50%<br>2.5%<br>5%<br>12.5%                   |  |  |  |  |  |
|                        | Shortening of leg  | - more than 1" up to 2" - more than 2" up to 4" - more than 4"   | 5%<br>10%<br>25%                             |  |  |  |  |  |

The degree of shortening of limbs must be certified by a specialist's medical report.

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 a part of a body shall be treated as a loss of the part of the body. Loss of Speech shall mean total permanent inability to communicate verbally.





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. All other losses less than 100% if paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

## **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, military or popular uprising, strike riot and civil commotion;
- 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, Japanese Encephalitis and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- 4) Childbirth, miscarriage, pregnancy or any complications thereof unless caused solely and directly by the Accident;
- 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) Insured Person engaging or participating in dangerous activities or sports such as winter sports skating of any kind rock climbing mountaineering (which requires the use of ropes or guides) pot-holing skin diving parachuting underwater activities necessitating the use of underwater breathing apparatus steeple chasing big game hunting or hunting;
- 10) Racing (other than on foot), pace-making, speed or reliability trails;
- 11) Riding/driving without a valid driving license;
- 12) While participating in a brawl/strike/riot/civil commotion or demonstration;
- 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) lonising 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 organization(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
- 17) Pandemic Exclusion Clause
  - a) This Policy shall exclude all losses arising out of, contributed to by, or resulting from any pandemic. Hereby the contributory cause of a pandemic is sufficient.
  - b) Pandemics according to paragraph 1 are all diseases or pathogens declared as such by the World Health Organization (WHO). This exclusion applies from the date on which the World Health Organization (WHO) declares the pandemic.
  - c) If the Company allege that by reason of this exclusion any loss is not covered by this Policy, the burden of providing the contrary shall be upon the Insured.

## **OCCUPATIONAL EXCLUSIONS**

For Insured Person working as or involved in the types of Occupation listed below (whether on a temporary or permanent basis), no benefit shall be payable under this policy for Bodily Injury whilst on active duty of any of the following activities:-

racer, professional sportsman, seaman, logger, off-shore worker, air crew member, fisherman, horse jockey, professional entertainer, explosive maker/handler, ship crew, test pilots and drivers, stevedores, professional divers, fireman, underground worker/miner, member of armed forces, naval military or air force service or operations, police force and rescue service.

## **GENERAL CONDITIONS**

#### 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 authorized by the Company and endorsed hereon. The Company should give a written notice to the Policyholder 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 the Company for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

## 4. CHANGE OF ADDRESS OR PARTICULARS

The Insured shall give immediate written notice to the Company of any change in his name, residence, business or occupation. The Insured shall also give written 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.



#### 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.

Any claim due and payable under this Policy will be paid to the named beneficiary(ies) or nominee(s) in the Policy or to his/her legal representative where the Insured has insurable interest. However, where the Insured has no insurable interest in the life of the Insured Person all payment of claims due and payable hereunder may be made to the Insured Person or his/her legal representative.

#### 6. COOLING-OFF PERIOD

If this Policy shall have been issued and for any reason whatsoever the Insured Person shall decide not to take up the Policy, the Insured Person may return the Policy to the Company for cancellation provided such request for cancellation is delivered by the Insured Person to the Company within fifteen (15) days from the date of delivery of the Policy. The Insured Person is entitled to the return of the full premium paid.

#### 7. CONDITION PRECENDENT TO LIABILITY

The Insured 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 and which affects the liability of the Company to make any payment under this Policy.

## 8. 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 discharged from hospital.

## 9. ENTRY AGE LIMIT

The first enrolment age of the Insured Person under this Policy shall be between eighteen (18) years and sixty-five (65) years of age.

#### 10. MISSTATEMENT OR OMISSION OF MATERIAL FACT

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

#### 11. POLICY RENEWAL

It shall not be incumbent on the Company to give notice of renewal to the Insured. The premium for the renewal of this Policy shall be deemed to be due on the date on which this Policy expires. The renewal will only be valid once the company receives payment of premium from the Insured or authorised agent. This Policy shall not in any event be renewable when the Insured



attains the age of 70 years. Any subsequent renewal of policy after the age of 70 years shall be on a case by case basis and at the discretion of the Company.

#### 12. PREMIUM

## a) Monthly Payment

For monthly payment, the payment of premium must be charged through auto-debit and an initial premium of 2 months will be charged.

For premium that is charged through auto-debit, we will not send you a notice when your premium is due. An official receipt will not be issued, as the premium deduction will be shown in your statement of bank account and is considered as proof of payment.

#### 13. TERMINATION OF INSURANCE

This is an annual policy and will terminates whichever first occur

#### a) By the Insured

#### Monthly Payment

If the Insured Person gives notice in writing to Us to terminate the Policy, or to terminate insurance with respect to an Insured Person, such termination shall become effective on the first day of the following month after the day of receipt of notification.

## b) 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

## Policy Expiring

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

#### • Non-Payment of Premium (Applicable for Monthly Payment)

The policy shall terminate effective at 12.00 am mid-night (standard Malaysian time) after premium due is unpaid.

## **CASH BEFORE COVER**

#### **CASH BEFORE COVER CLAUSE**

You must pay the premium before coverage under this Policy is effective.



## 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

#### Contact information for all our brands can be found below:

## **Liberty Insurance Contact Channels**

Liberty Insurance Hotline: 1300 888 990 Email: customer@libertyinsurance.com.my Website: www.libertyinsurance.com.my

## **Kurnia Insurans Contact Channels**

Kurnia Insurans Hotline: 1 800 88 3833

Email: customer@kurnia.com Website: www.kurnia.com

## **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 General Line: +603 2272 2811

Address: Level 14, Main Block, Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur

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: <a href="mailto:bnm.gov.my/BNMLINK">bnm.gov.my/BNMLINK</a>
Website: <a href="mailto:www.bnm.gov.my">www.bnm.gov.my</a>

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).