



**AmAssurance**

# AmStyle Guard



## AmStyle Guard Insurance Policy

**Liberty General Insurance Berhad** 197801007153 (44191-P)

*Formerly known as AmGeneral Insurance Berhad*

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

P. O. Box 6120 Pudu, 55916 Kuala Lumpur, Malaysia.

(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](http://www.pidm.gov.my)).



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[www.amassurance.com.my](http://www.amassurance.com.my)

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This **Policy** is issued in consideration of the payment of premium as specified in the **Schedule** and pursuant to the answers given in **Your** Proposal Form (when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (when **You** applied for this insurance) and the time this contract is entered into.

The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**.

However, in the event of any breach of pre-contractual duty of disclosure and misrepresentation made in relation to **Your** answer or in any disclosures given by **You**, the remedies in Schedule 9 and any applicable clauses under the Financial Services Act 2013 will apply.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.

The heading does not form part of the **Policy** Wording.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are covered and not covered.

Some words and expressions have been printed out in bold because they have been given specific meaning in the **Policy**. **You** will find their meaning in Definitions.

## 1

### Definitions

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

1. **Accident/Accidental** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall independently, from any other cause, be the sole cause of **Bodily Injury**.
2. **Activities of Daily Living** means:
  - (a) Transfer : Getting in and out of a chair without requiring any physical assistance.
  - (b) Mobility : The ability to move from room to room without requiring any physical assistance.
  - (c) Continence : The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
  - (d) Dressing : Putting on and taking off all necessary items of clothing without requiring assistance of another person.
  - (e) Bathing/Washing : The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
  - (f) Eating : All tasks of getting food into the body once the food has been prepared.
3. **Bodily Injury** means an injury occurring during the **Period of Insurance** which is the direct result of **Accidental**, violent, external and visible means.
4. **Brawl** means a noisy, disorderly and often violent quarrel or fight whether provoked or unprovoked.
5. **Cash** means money in the physical form of currency, such as banknotes and coins.
6. **Demonstration** means a manifestation or grievances support or protest by public rallies and parades.
7. **Doctor** means a registered medical practitioner (other than **You/Insured Person, Your/Insured Person's Spouse** or lineal relatives) qualified and licensed to practise western medicine and who, in rendering such treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
8. **Home Country** means any country of which the **Insured Person** is a citizen or a permanent resident excluding Malaysia.

9. **Hospital** means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having twenty-four (24) hours a 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, a place for the care or treatment of alcoholics or drug addicts, or home for the aged.
10. **Household Content** means household goods and personal effects of every description, belonging to **You** or any member of **Your** family normally residing with **You** which expression shall include the private dwelling house, flat, apartment or condominium and all domestic offices, stables, garages and out building used solely in connection therewith and on the premises. Excluding stocks/items related to **Your** business/profession.
11. **Illness** means physical condition marked by a pathological deviation from the normal healthy state manifesting itself during the **Period of Insurance**, and excluding any **Pre-Existing Conditions**.
12. **Insured/You/Your** means the person named as the **Insured** in the **Schedule** and who pays premium aged between sixteen (16) years and sixty-five (65) years old, and renewable up to seventy (70) years old. **Insured** aged sixteen (16) years old and above but below the age of eighteen (18) years old must obtain parental/guardian consent before purchasing this insurance **Policy**.
13. **Insured Person** means the person(s) named in the **Schedule** for whom coverage is provided under this **Policy**. The eligibility criteria are as follows:
  - a) a Malaysian, Permanent Resident of Malaysia, Work Permit/Pass Holder in Malaysia and/or his/her **Spouse** who is residing in Malaysia; and
  - b) aged between sixteen (16) years and sixty-five (65) years old and renewable up to seventy (70) years old during the **Period of Insurance**.
14. **Loss of Hearing** means total permanent and irrecoverable loss of hearing.
15. **Loss of Sight** means total and irrecoverable loss of all sight rendering the **Insured Person** absolutely blind in the eye and beyond remedy by surgical or other treatment.
16. **Loss of Speech** means total permanent inability to communicate verbally.
17. **National Public Holiday** means national public holiday in Malaysia as gazetted and declared by the Malaysian government; this excludes state's public holiday.
18. **Overseas** means any destinations outside Malaysia.
19. **Period of Insurance** means the period for which the **Insured Person** is covered for the insurance coverage as stated in the **Schedule**.
20. **Policy** means **Your** insurance contract which consists of this **Policy** wording, **Schedule** and any endorsement.
21. **Pre-Existing Conditions** means any disabilities for which **You** have reasonable knowledge of prior to the commencement of this **Policy**. **You** are considered to have reasonable knowledge of **Pre-Existing Conditions** where the condition is one for which:
  - a) **You** have been diagnosed; or
  - b) symptoms existed that would cause an ordinary prudent person to seek diagnosis, care or treatment; or
  - c) medical advice, diagnosis, care or treatment has been recommended by **Doctor**, irrespective of whether such treatment was actually received prior to the commencement date of this **Policy**; or
  - d) **You** had received or are receiving treatment.
22. **Public Transport** means any transportation provided by a registered operator for the use by general public as fare-paying passengers, typically managed on regular scheduled services and established routes. **Public Transport** includes taxi and e-hailing services but does not include all modes of transportation that are chartered or arranged as part of a tour even if the services are regularly scheduled.
23. **Schedule** means the **Policy**/endorsement schedule, where **Your/Insured Person's** details, benefits and sum insured are stated.
24. **Snatch Theft** means a criminal act of forcefully stealing by employing rob-and-run tactics.
25. **Spouse** means the legally married **Spouse** of the **Insured** under the Malaysia laws named in the **Schedule**.
26. **Sum Insured** means sum insured according to type of plan purchased by **You**.

27. **Total Permanent Disablement** means physical disablement as a result of injury and commencing within twelve (12) calendar months from the date of **Accident**, an **Insured Person** is totally, continuously and permanently disabled and prevented from performing three (3) or more **Activities of Daily Living** as herein defined which would normally be carried out by him/her in daily life had such disablement not occur.
28. **Theft** means consequent upon actual forcible and violent breaking into or out of the premises by the third party.
29. **We/Us/Our/Company** means Liberty General Insurance Berhad.

## 2 Section 1: Personal Accident

### BENEFITS

#### 1. ACCIDENTAL DEATH

If during the **Period of Insurance**, an **Insured Person** sustains **Accidental Bodily Injury** which results in his/her death within twelve (12) months from the date of the **Accident**, **We** will pay the **Sum Insured** specified in the **Schedule** to **You**, **Your** nominees or administrator or executors of **Your** estate.

Upon receiving a police report, death certificate and post-mortem report, **We** will pay 10% of the **Sum Insured** as emergency cash payment. However, the emergency cash payment is not an immediate admission of liability and in the event that the **Accidental** death does not fall within the **Policy** terms, provisos, exclusions and conditions, the emergency cash payment shall be refunded to **Us** within thirty (30) days from **Our** notice.

#### 2. PERMANENT DISABLEMENT

If during the **Period of Insurance**, an **Insured Person** sustains **Accidental Bodily Injury** which results in any of the following Permanent Disablement losses within twelve (12) months from the date of the **Accident**, **We** will pay to **You** up to the **Sum Insured** specified in the **Schedule** using the Table of Compensation shown below.

Table of Compensation

Description of Permanent Disablement	Compensation Percentage (%)
1) <b>Total Permanent Disablement</b>	100
2) Total paralysis or permanently bedridden	100
3) Loss of a) one hand or arm	100
b) one foot or leg	100
4) <b>Loss of Sight</b> in one or both eyes	100
5) <b>Loss of</b> a) <b>Hearing</b> in both ears	75
b) <b>Hearing</b> in one ear	15
c) <b>Speech</b>	50
6) Loss of a) four fingers and thumb of one hand	50
b) four fingers of one hand	40
7) Loss of thumb - both phalanges	25
- one phalanx	10
8) Loss of index finger - three phalanges	10
- two phalanges	8
- one phalanx	4
9) Loss of middle finger - three phalanges	6
- two phalanges	4
- one phalanx	2

Description of Permanent Disablement	Compensation Percentage (%)	
10) Loss of ring finger	- three phalanges - two phalanges - one phalanx	5 4 2
11) Loss of little finger	- three phalanges - two phalanges - one phalanx	4 3 2
12) Loss of toes	- all of one foot - great, both phalanges - great, one phalanx - other than great, if more than one toe lost, each	15 5 2 1

### 3. DOUBLE INDEMNITY

We will pay double of the **Sum Insured** covered for Benefit 1 (**Accidental Death**) or Benefit 2 (Permanent Disablement) in the event the **Insured Person** suffers either death or permanent quadriplegia (loss or permanent total loss of use of four limbs) or total paralysis from the neck down as a result of an **Accident** and the said **Accident** occurs:

- during a **National Public Holiday** in Malaysia; or
- while travelling as a fare-paying passenger on any mode of **Public Transport**.

In the event of a claim having been paid to an **Insured Person** for a Double Indemnity Benefit, no benefit shall be payable under Benefit 1 (**Accidental Death**) or Benefit 2 (Permanent Disablement) in any event.

### 4. MEDICAL EXPENSES

When by reason of **Accidental Bodily Injury**, the **Insured Person** shall require treatment by a **Doctor**, confinement in a **Hospital** or the employment of a licensed or graduate nurse to take care of the **Insured Person** and is recommended by the attending **Doctor**, We will reimburse You the actual expenses incurred within fifty-two (52) weeks from the date of the **Accident** up to the **Sum Insured** specified in the **Schedule**.

### 5. FUNERAL EXPENSES

We will reimburse up to the **Sum Insured** specified in the **Schedule** to You or Your nominees or Administrator or Executors of Your estate upon valid claim payable under Benefit 1 (**Accidental Death**).

### 6. REPATRIATION OF MORTAL REMAINS

We will reimburse up to the **Sum Insured** specified in the **Schedule** for actual expenses reasonably incurred for transportation of the **Insured Person's** mortal remains back to Malaysia if the **Insured Person's** death is due to an **Accident** while travelling outside of Malaysia and/or his/her **Home Country**.

However, if the **Insured Person** becomes entitled to a refund of all or part of the expenses from any other sources, We shall only pay the remaining amount not paid by the other sources (if any).

### 7. PURCHASE OF ORTHOPAEDIC EQUIPMENT

In the event the **Insured Person** suffers Permanent Disablement due to an **Accident**, We will indemnify You up to the **Sum Insured** specified in the **Schedule**, the actual costs of purchasing the following medical equipment provided such medical equipment is necessary to assist in the mobility of the **Insured Person** and is recommended by the attending **Doctor**:

- wheelchair;
- artificial arms or legs; and/or
- crutches.

### 8. AMBULANCE FEES

We will reimburse You up to the **Sum Insured** specified in the **Schedule** for ambulance fees incurred for the transportation of the **Insured Person** to and/or from the **Hospital** following an **Accidental Bodily Injury**.

## 9. DAILY HOSPITAL INCOME

We will pay You a daily benefit as specified in the **Schedule** for the period of hospitalisation of the **Insured Person** in a **Hospital** as a result of **Accidental Bodily Injury** up to a maximum of seven (7) days per **Accident**. All periods of **Hospital** confinement due to the same cause shall be considered as one **Accident**. This benefit is payable for each complete twenty-four (24) hours' period of hospitalisation and such hospitalisation occurs within fourteen (14) days from the date of **Accident**.

## 10. POST HOSPITALISATION TREATMENT EXPENSES

We will reimburse You up to the **Sum Insured** specified in the **Schedule** for medically necessary follow-up treatment by the same attending **Doctor** within thirty-one (31) days immediately following discharge from **Hospital** for any one **Accident**. This benefit is only payable if the **Insured Person** is hospitalised due to **Accidental Bodily Injury** for a minimum of seven (7) continuous days.

## 11. PERSONAL LIABILITY

We will indemnify the **Insured Person** up to the **Sum Insured** specified in the **Schedule** in respect of:

- a) All sums the **Insured Person** shall become legally liable to pay for compensation in respect of:
  - i. **Accidental Bodily Injury** to third party.
  - ii. **Accidental** damage to third party property.
- b) All costs and expenses of litigation:
  - i. Recovered from the **Insured Person** by any claimant or claimants.
  - ii. Incurred with **Our** written consent.

Territorial Limits: Worldwide cover excluding USA and Canada.

Exclusions applicable to Benefit 11

We shall not be liable for:

- a) any liability directly or indirectly arising from:
  - i. the ownership, possession or use by or on behalf of the **Insured Person** of any land or building.
  - ii. the pursuit or exercise by the **Insured Person** of any employment, business or profession.
  - iii. the use of horses for hunting, racing or steeple-chasing.
  - iv. the use of vehicles, boats, aircraft or model aircraft owned by or in the custody or control of the **Insured Person** or his/her servants.
  - v. Animals (other than a cat or a dog) belonging to, or in the care, custody or control of the **Insured Person**.
- b) Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the **Insured Person** or for compensation claimed from the **Insured Person** by an injured person or dependent under any Workmen's Compensation Legislation.
- c) Liability in respect of injury to any person who is a member of the **Insured Person's** own family or a member of the **Insured Person's** household.
- d) Liability for loss of or damage to property belonging to or in custody or control of the **Insured Person** or of any person in the service of the **Insured Person**.
- e) Any liability which attaches by virtue of an agreement but which would not have attaches in the absence of such agreement.
- f) Any liability resulting directly or indirectly from the transmission of any communicable disease by any of the **Insured Person**.

## 12. EMERGENCY MEDICAL EVACUATION AND REPATRIATION WHILE IN OVERSEAS (INCLUDING ILLNESS)

We will arrange and pay for the necessary expenses incurred by the **Insured Person** for emergency transportation and medical care en-route to evacuate the **Insured Person** who suffers a critical medical condition due to **Accident** or **Illness** while in **Overseas** from the **Hospital** of initial admission to the nearest **Hospital** where appropriate care and treatment are available. In the event the **Insured Person** is hospitalised in **Overseas** due to **Accident** or **Illness** and it is necessary for the **Insured Person** to be repatriated back to Malaysia to continue treatment, We will arrange and pay the reasonable and necessary costs of medical repatriation including the reasonable transportation costs of one qualified medical attendant accompanying the **Insured Person**. We will pay up to the **Sum Insured** specified in the **Schedule** for this benefit subject to the **Policy** provisions, exclusions and conditions.

We have appointed Europ Assistance as the service provider for the 24-hour Emergency Medical Evacuation and Repatriation services while the **Insured Person** is in **Overseas**. In addition, the **Insured Person** may also contact Europ Assistance for telephone medical advice, medical service provider referral and inoculation and visa requirement information prior to travel.

In the event of such medical evacuation and repatriation, the **Insured Person** must contact Asia Europ Assistance at 03-7841 5750 / 03-7628 3770 for assistance and:

- a) We upon the advice of Europ Assistance in discharging the Emergency Medical Evacuation and Repatriation shall both retain the absolute right to decide whether the **Insured Person's** critical medical condition due to **Accident** or **Illness** is sufficiently serious to warrant such medical evacuation and repatriation. We and Europ Assistance further reserve the right to decide the place to which the **Insured Person** shall be evacuated and the means or method of transportations for both the evacuation and repatriation.

- b) **We**, working via Europ Assistance, shall endeavour on a best effort basis to provide the services and are subject to local and/or international resource availability and must be within the scope of national and international law and regulations. Intervention may depend on Europ Assistance being able to attain the necessary authorisations issued by the various authorities concerned, which is outside of the control or influence of Europ Assistance.
- c) **We** shall not provide services to the **Insured Person**, which in the sole opinion of **Us** and Europ Assistance that are the location of the areas represent conditions such as to make such services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness, adverse weather conditions, war risk or political unrest.
- d) **We** shall not be responsible or liable in any way whatsoever in the event of any failure by Europ Assistance to render the services or any negligence, wilful or otherwise, on the part of Europ Assistance in rendering the services.
- e) In the case the service provider ceases to provide the service, **We** reserve the right to appoint another service provider to continue to provide the service.
- f) This benefit is not guaranteed and **We** reserve the right to revise, suspend, remove or cancel this benefit at any time by delivering a written notice of the same to **You** at **Your** last known address as informed to **Us**. In such circumstances, the premiums shall be adjusted accordingly, if deemed necessary by **Us**.

Exclusions applicable to Benefit 12

- a) **Overseas** secondment as part of the **Insured Person's** occupation and manual work in connection with any trade, employment or profession.
- b) The **Insured Person** is travelling contrary to the advice of a **Doctor** and/or is travelling for the purpose of obtaining medical treatment.
- c) **Pre-Existing Conditions**.
- d) Expenses incurred in Malaysia.

### 13. MEDICAL EXPENSES INCURRED WHILE IN OVERSEAS (INCLUDING ILLNESS)

**We** will reimburse up to the **Sum Insured** specified in the **Schedule** for medical, hospitalisation, surgical and treatment expenses (including cost of emergency dental treatment for alleviation of sudden pain excluding replacement of dentures and crowns) necessarily incurred in **Overseas** giving rise to a claim if the **Insured Person** suffers **Accidental Bodily Injury** or **Illness** during the **Period of Insurance**.

Exclusions applicable to Benefit 13

- a) Medical treatment in Malaysia.
- b) Non-essential treatment or surgery, or extra charges for private room, accommodation, except where medically necessary.
- c) **Pre-Existing Conditions**.
- d) Pregnancy, miscarriage or childbirth unless caused solely and directly by the **Accident**.
- e) **Overseas** secondment as part of the **Insured Person's** occupation and manual work in connection with any trade, employment or profession.
- f) Surgery, medical or dental treatment which in the opinion of the **Doctor** treating the **Insured Person** can be reasonably delayed until the **Insured Person** has returned to Malaysia.
- g) The **Insured Person** is travelling contrary to the advice of a **Doctor** and/or is travelling for the purpose of obtaining medical treatment.

### 14. COMPASSIONATE VISITATION DUE TO DEATH/HOSPITALISATION OF INSURED PERSON WHILE IN OVERSEAS (INCLUDING ILLNESS)

**We** will reimburse up to the **Sum Insured** specified in the **Schedule** for additional ordinary room accommodation expenses incurred in **Overseas** and travelling expenses for a relative or friend required (if no adult member of the **Insured Person's** immediate family member is present):

- a) on medical advice from the treating **Doctor** to travel or remain behind with the **Insured Person** due to his/her hospitalisation as a result of an **Accidental Bodily Injury** or **Illness** while in **Overseas** which occurred during the **Period of Insurance**; or
- b) to assist in burial or cremation arrangements in the event of the **Insured Person's** death resulted from an **Accident** or **Illness** in **Overseas** which occurred during the **Period of Insurance**.

Exclusions applicable to Benefit 14

- a) **Pre-Existing Conditions**.



- b) **Overseas** secondment as part of the **Insured Person's** occupation and manual work in connection with any trade, employment or profession.
- c) The **Insured Person** is travelling contrary to the advice of a **Doctor** and/or is travelling for the purpose of obtaining medical treatment.
- d) Expenses incurred in Malaysia.

### 3

## Section 2: Burglary

### BENEFITS

#### 15. LOSS OF CASH DUE TO SNATCH THEFT ANYWHERE WITHIN MALAYSIA (ANNUAL AGGREGATE LIMIT OF RM1,000 PER PERSON)

We will compensate the **Insured Person** for **Cash** lost as a result of **Snatch Theft** or attempted **Snatch Theft** up to the **Sum Insured** specified in the **Schedule**. This benefit is payable subject to the following:

Police report must be made within twenty-four (24) hours of the **Snatch Theft** or attempted **Snatch Theft**.

Exclusions applicable to Benefit 15

- a) Loss due to any fraudulent, dishonest or criminal act by the **Insured Person**, persons known to the **Insured Person** or the **Insured Person's** family members, whether acting alone or in collusion with others.
- b) Loss caused due to **Theft** of any title or possession of any property of the **Insured Person** by a fraudulent scheme, trick, device or false pretense.
- c) Loss as a result of pick-pocketing.
- d) Loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this **Policy**, be insured by any other existing **Policy(ies)** except in respect of any excess beyond the amount which would have been payable under such other **Policy(ies)** had this insurance not been effected.

#### 16. LOSS OF PERSONAL EFFECTS DUE TO SNATCH THEFT ANYWHERE WITHIN MALAYSIA (ANNUAL AGGREGATE LIMIT OF RM1,000 PER PERSON)

In the event of **Snatch Theft**, We will indemnify the **Insured Person** up to the **Sum Insured** specified in the **Schedule** per incident;

- a) For loss of wallet, purse or bag in the possession of the **Insured Person** at the material time together with contents therein or loss of any valuable or jewellery worn by the **Insured Person**.
- b) For loss of **Insured Person's** identity card, passport, driving licence, credit/debit card, access card for entry to building/parking lot, We shall pay for the replacement fee to obtain the said documents.

The **Insured Person** must make a police report within twenty-four (24) hours from the time of the incident and submit the police report to **Us**.

Exclusions applicable to Benefit 16

- a) Loss, damage or deterioration of personal valuables arising from normal wear and tear or other gradually operating causes or occasioned by any process of cleaning, dyeing or renovating or climatic or atmospheric conditions.
- b) Loss due to any fraudulent, dishonest or criminal act committed by the **Insured Person**, persons known to the **Insured Person**, or the **Insured Person's** family members, whether acting alone or in collusion with others.
- c) Loss of or damage to personal valuables of the **Insured Person** arising directly or indirectly from:
  - i) Intentional or malicious acts or gross negligence or carelessness of the **Insured Person**.
  - ii) Mislaying, misplacing or mysterious disappearance.
  - iii) Marring, scratching, peeling of paint or any other damage to the appearance of the personal valuables not resulting in loss of its function.
- d) Loss caused due to **Theft** of any title or possession of any property of the **Insured Person** by a fraudulent scheme, trick, device or false pretense.
- e) Loss as a result of pick-pocketing.
- f) Loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this **Policy**, be insured by any other existing **Policy(ies)** except in respect of any excess beyond the amount which would have been payable under such other **Policy(ies)** had this insurance not been effected.

## 17. LOSS OF HOUSEHOLD CONTENTS DUE TO THEFT (WITH FORCIBLE ENTRY)

In the event **You** incur physical loss or damage to **Home Contents** within Situation of Risks as declared to **Us** in Malaysia caused by **Theft**, but only accompanied by actual forcible and violent entry into or out of a Situation of Risk as declared, then **We** shall reimburse losses up to the **Sum Insured** specified in the **Schedule**.

Exclusions applicable to Benefit 17

- a) Any loss or damage occasioned through **Your** wilful act or involvement.
- b) Loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of the Situation of Risk as declared to **Us** by any government authorities.
- c) Stocks and/or items related to **Your** business or profession.
- d) Photographic and sports equipment and accessories and musical instruments.
- e) Motor vehicles, boats, livestock, bicycle and any equipment or accessories relating thereto.
- f) Loss or damage insured under any other insurance **Policy**, or reimbursed by any other party.

## 18. REPLACEMENT OF DOORS, LOCKS, WINDOWS (UP TO RM200) PER ANNUM

**We** shall indemnify **You** in respect of the cost incurred for repairing, changing, or replacing the external locks, doors or windows caused by forcible entry due to **Theft**. Provided **Our** liability is limited to **Sum Insured** specified in the **Schedule** in any one accident and in the aggregate.

# 4

## Clauses

### Clauses applicable to Section 1

#### STRIKE, RIOT AND CIVIL COMMOTION

It is hereby declared and agreed that this **Policy** is extended to cover **Accidental** Death, Permanent Disablement 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 minimising 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 minimising 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. In default of 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** while 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 **Accidental** Death, Permanent Disablement or disablement to the **Insured Person** arising from hijacking whether on land transit as a ticket-holding passenger or while 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 recognised airline or as a fare-paying passenger on any water-borne vessel used for the carriage and conveyance of passengers.

#### DROWNING

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement as herein 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** is extended to cover **Accidental** Death, Permanent Disablement or disablement arising while the **Insured Person** is engaged in indoor or outdoor sports as an amateur.

## MURDER AND ASSAULT

It is hereby declared and agreed that the cover provided under this **Policy** includes **Accidental** Death, Permanent Disablement or disablement proximately caused as a result of assault or murder or any attempt thereon to the **Insured Person**, excluding murder and assault resulting from provocation by the **Insured Person**.

## DISAPPEARANCE

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 **Us**.

## WINTER SPORTS

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement while engaged in winter sports activities as an amateur.

## NATURAL DISASTERS

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement caused by earthquake, flood, volcanic eruption, tidal wave, lightning, windstorm, hurricane, cyclone, typhoon, La Nina and landslip/landslide.

## EXPOSURE TO NATURAL ELEMENTS

It is hereby declared and agreed that this **Policy** is extended to cover **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** is extended to cover the **Insured Person** while 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 racing, pace-making or participation of the **Insured Person** in any speed contest, reliability or other trials.

## HUNTING

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement while engaged in hunting, provided approval permit/licence from the relevant authorities has been obtained and the **Insured Person** holds a valid licence to possess and use firearms for hunting purposes only.

## SCUBA DIVING

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement while engaged in scuba diving as an amateur.

## SUFFOCATION THROUGH SMOKE, FUMES OR POISONOUS GAS

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement arising from **Accidental** suffocation through Smoke, Fumes or Poisonous Gas.

## FOOD AND/OR DRINK POISONING

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement as herein defined arising out of or resulting from **Accidental** food and/or drink poisoning.

Medical Expenses as a result of food and/or drink poisoning are payable provided the **Insured Person** is hospitalised for minimum eight (8) consecutive hours.

## INSECT, SNAKE, VERMIN AND ANIMAL BITES

It is hereby declared and agreed that this **Policy** is extended to cover **Accidental** Death, Permanent Disablement or disablement to the **Insured Person** arising from insect, snake, vermin and animal bites, excluding disease or **Illness** caused by parasites, bacteria or viruses carried by insects, snake, vermin and/or animal bites.

## Clauses applicable to Section 2

## STRIKE, RIOT AND CIVIL COMMOTION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the **Policy** or endorsed thereon and subject to **You** having paid the agreed extra premium this **Policy** shall extend to include loss of or damage to the interest insured directly arising from or caused 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) not being an occurrence mentioned in the exclusions below.
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence 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 minimising the consequence of any such act.

#### **REINSTATEMENT VALUE CLAUSE (Applicable for Benefit 17 only)**

Replacement Value / Reinstatement Value clause (excluding stock items) (for items up to 5 years old) It is hereby declared and agreed that in the event of the property insured under this **Policy** being lost, destroyed or damaged, the basis upon which the amount payable under this **Policy** is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more expensive than the property insured when new.

Provided that if at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property insured had been lost, destroyed or damaged exceeds the **Sum Insured** thereon at the commencement of any loss or destruction of or damage to such property by a peril insured against by this **Policy**, then **You** shall be considered as being **Your** own Insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this **Policy** (if more than one) shall be separately subject to this clause. It is hereby agreed that this clause is applicable to items not more than five (5) years old from date of manufacture.

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

#### **BREACH OF CONDITION CLAUSE**

The conditions and warranties of this **Policy** shall apply individually to each of the risks insured and not collectively to them.

Thus, a breach of any condition or warranty shall void the **Policy** in respect of all risks to which that breach applied and does not affect the **Policy** in respect of the other risks.

#### **THEFT BY DECEPTION (CHEATING CLAUSE)**

**We** shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating is defined in the Penal Code as “whoever, by deceiving any person fraudulently or dishonestly, induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to Cheat”.

#### **UNVALUED POLICY CLAUSE**

This is an unvalued **Policy**. The onus is on **You** to prove the actual value of the property insured at the time of the happening of its destruction or the actual amount of such damage.

#### **CRIMINAL BREACH OF TRUST**

**We** shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code. Criminal breach of trust as defined in the Penal Code is as follows:

“Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits criminal breach of trust.”

#### **PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property damage covered under this **Policy** shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently, the following is excluded from this **Policy**:

- a) Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding exclusion, loss or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from an impairment in the function, availability, range of use or data, software or computer programs and any business interruption losses resulting from such loss or damage.

## MALICIOUS DAMAGE ENDORSEMENT

It is hereby declared and agreed that the insurance under the said Strike, Riot and Civil Commotion Endorsement shall extend to include Malicious Damage which for the purpose of this extension shall mean:

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in the exclusions of the said Strike, Riot and Civil Commotion Endorsement but **We** shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, **Theft** or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the conditions and provisos of the said Strike, Riot and Civil Commotion Endorsement shall apply to this extension as if they had been incorporated herein.

## UNATTENDED VEHICLE CLAUSE

Notwithstanding anything to the contrary contained in the **Policy**, it is hereby declared and agreed that this **Policy** does not cover loss or damage by **Theft** or pilferage or any attempt thereat in respect of the property insured while the vehicle referred to in the **Policy** is left unattended in any public place or is laid up or temporarily stored in any garage or similar premises unless the said vehicle shall have been securely locked at all points of access and unless such loss or damage results from forcible entry into the vehicle involving external and visible damage to the vehicle and/or containers containing the property insured.

Subject otherwise to the terms and conditions of the **Policy**.

## MARKET VALUE (Applicable for Benefit 16 only)

In the event of a loss to the property insured herein, **We** shall pay the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which **You** are required to bear under the **Policy**. For the purpose of this clause, the term **Market Value** shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The **Market Value** of the insured property shall for the purpose of this clause be determined by a valuation obtained by **Us** from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss, no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a loss adjuster registered under the Financial Services Act 2013 or registered valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, loss adjuster licensed under the Financial Services Act 2013 or registered valuer under the Values and Appraisers Act 1981 shall be conclusive evidence in respect of the **Market Value** of the insured property in any legal proceedings against **Us**.

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

## DAMAGE TO PREMISES

It is hereby declared and agreed that this **Policy** shall extend to indemnify the **Insured** against loss or damage to **Your** premises resulting from **Theft** or any attempt thereat, **Our** liability being limited to as per **Schedule** in respect of any one occurrence.

## PAIRS AND SET CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in this **Policy** to the contrary, where any insured item consists of articles in a pair or set, **We** shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

Subject otherwise to the terms exceptions and conditions of the **Policy**.

## DATE RECOGNITION CLAUSE

It is noted and agreed this **Policy** is hereby amended as follows:

- a) **We** will not pay for any loss or damage including loss of use with or without physical damage, injury (including **Bodily Injury**), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of **You** or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
  - i) correctly recognise any date as its true calendar date;
  - ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
  - iii) Capture, save, or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

- b) It is further understood that **We** will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in a).
- c) It is further understood that **We** will not pay for any loss or damage including loss of use with or without physical damage, injury (including **Bodily Injury**), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by **You** or for **You** or by or for other to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in a) above.
- d) It is further understood that **We** will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in a) above to correctly recognise any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including **Bodily Injury**), expenses incurred or any consequential loss referred to in a, b, c and d above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

#### **RADIOACTIVE/NUCLEAR ENERGY RISK EXCLUSION CLAUSE**

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 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.

#### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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.

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **5 Exclusions**

### **Exclusions applicable to Section 1**

This **Policy** does not provide coverage under any of the following circumstances:

1. Loss caused directly or indirectly, wholly or partly:
  - a) by any kind of disease, **Illness**, sickness, virus, infection or parasites unless specifically provided for under this **Policy**
  - b) by congenital defect
  - c) by disorders of a psychological nature, any anxiety state and/or nervous depressions, mental illness
  - d) by childbirth, miscarriage, pregnancy or any related complication unless caused solely and directly by the **Accident**.
2. Any **Bodily Injury** which shall result in hernia.
3. Suicide, attempted suicide or self-inflicted injury, regardless of **Insured Person's** state of mind at the time the incident occurred or insanity.
4. Any **Pre-Existing Conditions**, physical defect or infirmity, fits of any kind.
5. While committing or attempting to commit any unlawful act including but not limited to while the **Insured Person** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance (with the exception of drugs taken in accordance with the treatment prescribed and directed by a **Doctor**, but not for treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).

6. Loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, civil war, rebellion, revolution, 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, customs regulations or nationalisation by or under the order of any government or 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 Person** shall, if so required, and as a condition precedent to any of **Our** liability, prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes.
7. Ionisation, radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials.
8. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
9. Flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route.
10. While participating in a **Brawl** or **Demonstration**.
11. The **Insured Person** engaging in:
  - a) Speed testing, motor rallies and competitions, rock climbing, hiking or trekking in remote areas unless with licensed guides, water-skiing, any underwater activity involving use of underwater breathing apparatus (except scuba diving), mountaineering necessitating ropes or guides, any activity involving the **Insured Person** being airborne (whether suspended or not) not limiting to parachuting, hang-gliding, pot-holing, bungee jumping, sky-diving, martial arts, horse riding, wrestling, boxing, professional sports/games, racing of any kind other than on foot, pace-making, speed or reliability trials.
  - b) Use of woodworking machinery driven by mechanical power.
12. Death or disablement caused directly or indirectly by murder or assault resulting from provocation by the **Insured Person**.
13. 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 **Accidental Bodily Injury** or **Illness** while 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.
14. Riding/driving without a valid driving licence.
15. Direct participation in terrorist acts.
16. The **Insured Person** undertaking any journey against the travel advice of the Ministry of Foreign Affairs of Malaysia or the Ministry of Health of Malaysia in relation to actual or threatened strike, riot or civil commotion, war or warlike situation, outbreak of disease (including an epidemic/pandemic) or unsafe health conditions, or impending natural disasters, to the country or territory of the **Insured Person**'s destination, unless the journey had already commenced prior to the issuance of the travel advice.
17. Any event that has occurred resulting in the **Insured Person** being incapable or not being able to travel and such event was made known to the **Insured Person** or which the **Insured Person** was aware of or which was publicly known as reported in the media at the time the **Insured Person** purchased his/her **Policy** or when his/her journey was booked (whichever is later).
18. Cyber Loss Limited Exclusion Clause
  - a) Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any Cyber Loss.
  - b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
    - i. the use or operation of any Computer System or Computer Network;
    - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
    - iii. access to, processing, transmission, storage or use of any Data;
    - iv. inability to access, process, transmit, store or use any Data;
    - v. any threat of or any hoax relating to i. to iv. above;
    - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
  - c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
  - d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
  - e) Data means information used, accessed, processed, transmitted or stored by a Computer System.

## Exclusions applicable to Section 2

This **Policy** does not provide coverage under any of the following circumstances:

1. Loss or damage directly or indirectly occasioned by or through or in consequence of
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not)
  - b) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
  - c) 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
  - d) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of loot sack or pillage in connection with any of the aforementioned occurrences.
2. Loss or damage occasioned by fire howsoever caused.
3. Loss or damage occasioned by any person lawfully in the Premises or directly or indirectly caused or brought about by or with the connivance of the inmate or member of the **Insured's** household or business staff or any servant of the **Insured**.
4. Any loss or destruction of or damage or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.



## Conditions Applicable To Section 1

## 1. TERRITORIAL LIMIT

- a) The coverage for Benefit 12 - Emergency Medical Evacuation and Repatriation while in **Overseas** (including **Illness**), Benefit 13 - Medical Expenses Incurred while in **Overseas** (including **Illness**) and Benefit 14 - Compassionate Visitation due to Death/Hospitalisation of **Insured Person** while in **Overseas** (including **Illness**) only applicable while the **Insured Person** is travelling **Overseas**.
- b) The coverage for all other benefits (except a above) under this **Policy** is twenty-four (24) hours a day Worldwide unless otherwise endorsed or amended.

## 2. OVERSEAS RESIDENT/TRAVEL

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

## 3. MEDICAL EXAMINATION

**We** shall have the right and opportunity to examine the **Insured Person** as often as may reasonably be required during the pendency of claim hereunder, and also the right to make an autopsy in case of **Accidental** Death at **Our** expense.

## Conditions Applicable To Section 1 and Section 2

## 1. THE CONTRACT

This **Policy** and **Schedule** 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 of the **Schedule** shall bear such specific meaning wherever it may appear.

## 2. CONDITION PRECEDENT TO LIABILITY

**You/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 **You/Insured Person** and which affects **Our** liability to make payment under this **Policy**.

## 3. CANCELLATION BY US

**We** may cancel this **Policy** at any time by giving fourteen (14) days' written notice by registered letter to **Your** address as last known to **Us** and will state when such cancellation shall be effective. **We** will refund the premium for the unexpired portion of the **Period of Insurance** on pro-rated basis. Such cancellation shall be without prejudice to any claim originating prior thereto.

## 4. CANCELLATION BY YOU

**You** may cancel this **Policy** at any time by giving written notice to **Us**. In the event premium has been paid for any period beyond the date of cancellation, **Our** customary short period rates shall apply provided that no claims have been made during the **Period of Insurance**.

Customary short period rates

Period Insured Not Exceeding	Percentage of Annual Rate Charged (%)	Percentage of Refund of Annual Premium (%)
2 months (minimum)	40	60
3 months	50	50
4 months	60	40
5 months	70	30
6 months	75	25
Over 6 months	100	No refund

## 5. POLICY AUTOMATIC TERMINATION

This **Policy** shall automatically be terminated:

- a) Upon **Your** death; or
- b) Upon payment of Benefit 1 (**Accidental** Death) or 100% of Benefit 2 (Permanent Disablement) or Benefit 3 (Double Indemnity) to **You**; or
- c) When **You** cease to satisfy eligibility of the age limit; or

- d) When **Your** work permit/pass has expired or has been cancelled by the relevant authorities in Malaysia.

Except for item 5 (a) and (b) above, **We** will refund the premium for the unexpired portion of the **Period of Insurance** on pro-rated basis provided that no claims have been made during the **Period of Insurance**.

## 6. AUTOMATIC TERMINATION OF POLICY BENEFITS

The benefit of the individual **Insured Person** under this **Policy** shall be automatically terminated:

- a) Upon the death of the **Insured Person**; or
- b) Upon payment of Benefit 1 (**Accidental Death**) or 100% of Benefit 2 (Permanent Disablement) or Benefit 3 (Double Indemnity) of the **Insured Person**; or
- c) When the **Insured Person** cease to satisfy eligibility of the age limit; or
- d) When the **Insured Person**'s work permit/pass has expired or has been cancelled by the relevant authorities in Malaysia.

Except for item 6 (a) and (b) above, **We** will refund the premium for the unexpired portion of the **Period of Insurance** on pro-rated basis provided that no claims have been made during the **Period of Insurance**.

## 7. PORTFOLIO WITHDRAWAL CONDITION

**We** reserve the right to withdraw the portfolio as a whole if **We** decide to discontinue underwriting this insurance product. Withdrawal of the portfolio as a whole shall be given thirty (30) days' written notice to **You** and **We** will run off all policies to expiry of the **Period of Insurance/cover**.

## 8. CHANGES IN POLICY

Any changes in this **Policy** shall be invalid unless approved by **Our** authorised officer and such approval must be endorsed hereon.

## 9. CLAIM

- a) On the happening of any **Accident** for which compensation is payable under this **Policy**, the **Insured Person** shall immediately employ the services of a **Doctor** and undergo any treatment such practitioner shall deem necessary.
- b) Upon the happening of any **Accident** or incident likely to give rise to a claim under this **Policy**, **You** and/or **Insured Person** shall within fourteen (14) days from the date of the **Accident** or incident give written notice to **Us** and furnish full particulars of the **Accident** or incident. The death of the **Insured Person** shall be established by an official Death Certificate or in the event of his/her disappearance following an **Accident** or incident by a Court presuming his/her death.
- c) After the occurrence of any **Accident** or incident under which a claim has arisen or may arise **You** and/or **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** or incident without prior consent in writing from **Us**. **We** shall be entitled if **We** so desire to take over and conduct in **Your** and/or **Insured Person**'s name the defense of any claim or to prosecute in **Your** and/or **Insured Person**'s name at **Our** expense and for **Our** own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claims, and **You** and/or **Insured Person** shall give all such information and assistance as required by **Us**.
- d) All certificates, accounts receipts, documents, information and evidences required by **Us** shall be furnished at **Your** and/or **Insured Person**'s expense and shall be in such form and such nature as **We** shall prescribe.

## 10. 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 (1) 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 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 to any right of action against **Us**.

If **We** shall disclaim liability to **You** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all purposes will be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 11. GOVERNING LAW

The indemnity expressed in this **Policy** shall not apply to or include:

- a) compensation for damages in respect of judgment 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 **You** that are not incurred in and recoverable in Malaysia.

## 12. PERIOD OF COVER AND RENEWAL CONDITION

This **Policy** shall lapse/terminate at midnight (standard Malaysian time) on the last day of the **Period of Insurance** and is renewable from year to year by mutual agreement between **You** and **Us**. This **Policy** will be subject to revision at the **Policy** anniversary which shall be one (1) year after the effective date and annually thereafter.

## 13. DUTY OF DISCLOSURE BEFORE THIS INSURANCE IS GRANTED

a) Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** are also required to disclose any other matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

**You** also have a duty to tell **Us** immediately, if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us**, any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

b) If **You** do not fully and faithfully provide this information, the insurance may not be valid or the **Policy** may not cover **You/Insured Person** fully.

## 14. DUTY OF DISCLOSURE DURING THIS INSURANCE

During this insurance **You** are required to immediately inform **Us** of any changes in **Insured Person's** occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may:

- a) require **You** to pay an additional premium for the increased risk; or
- b) make changes to the terms and conditions of this **Policy**; or
- c) leave the **Policy** terms, conditions and premium unaltered.

**You** will only be covered for any increased risk if agreed in writing by **Us**.

## 15. PAYMENT OF PREMIUM - CASH BEFORE COVER

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

## 16. CURRENCY OF PAYMENT

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

## 17. 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.

## 18. SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not be liable to pay any benefit under this **policy** to the extent that such cover, payment of claim or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America or Malaysia.

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## Clauses And Endorsements

to be attached and read as part of the **Policy** (applicable only if specified in the Schedule)

### TERRORISM COVER (Excluding Nuclear, Chemical or Biological Weapons of Mass Destruction) - Applicable to Section 1

It is hereby declared and agreed that this **Policy** is extended to cover death, disablement and losses arising from Terrorism acts but shall exclude Terrorism as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause:

- a) Terrorism means an act, or acts of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear. Terrorism can include, but not limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapons or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death among people or animals.

- c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death among people or animals.
- d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death among people or animals.

#### **SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION**

Nominated Account shall mean the account nominated by the **Insured** in the Auto Renewal Instruction Form, or as subsequently instructed by the **Insured** in writing, to which premiums for this **Policy** will be debited or charged.

#### **Premium**

- a) Premium as stated in the **Schedule** shall be due on each **Policy** anniversary date.
- b) Premium will be charged to the **Insured's** Nominated Account when due.
- c) Payment of premium when due automatically renews the **Policy**.

#### **Automatic Termination**

- a) This **Policy** shall terminate immediately on the termination of the **Insured's** Nominated Account to which premium payable for this **Policy** is debited or charged.
- b) Non-payment of premium when due.

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### **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 **Us** and the **Policy** returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of **Us** may seek recourse through **Our** Complaints Management Unit and alternatively may also seek redress or assistance with the Ombudsman for Financial Services or to 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 : +603-2268 3333 or 1800 88 6333

Fax : +603-2268 2222

#### **b) Ombudsman for Financial Services (OFS)**

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

Tel : +603-2272 2811

Fax : +603-2272 1577

#### **c) BNMLINK (Laman Informasi Nasihat dan Khidmat)**

##### **Bank Negara Malaysia**

4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.

Tel. No. : +603-2698 8044 (General Line) / 1 300 88 5465 (BNMLINK)

Fax No. : +603-2174 1515

e-Link : bnmlink.bnm.gov.my

Email Address : bnmlink@bnm.gov.my

Website : www.bnm.gov.my