

**AmAssurance**

STAMP DUTY PAID

PERSONAL ESSENTIALS – FOR YOUR CHILD PERSONAL ACCIDENT POLICY

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 the Policyholder's 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	Accidental Death (occurring within twelve (12) calendar months of the Accident)	:	The scale of compensation as stated in the Table of Benefits for Accidental Death.
	Funeral Expenses	:	The scale of compensation as stated in the Table of Benefits for Funeral Expenses.
Benefit 2	Permanent Disablement and Dismemberment (occurring within twelve (12) calendar months of the Accident)	:	The scale of compensation as stated in the Table of Benefits for Permanent Disablement and Dismemberment.
Benefit 3	Hospital Benefits (a) Daily Hospital Cash Allowance	:	A daily cash allowance of the amount specified in the Table of Benefits, up to a maximum of 365 days, shall be payable if the Insured is Hospitalised for more than 24 hours as a result of an Accident.
	(b) ICU Daily Hospital Cash Allowance	:	A daily cash allowance of the amount specified in the Table of Benefits, up to a maximum of 365 days, shall be payable if the Insured is Hospitalised in an Intensive Care Unit for more than 24 hours as a result of an Accident.
Benefit 4	Academic Cash Reward	:	A lump sum amount as stated in the Table of Benefits is paid to Policyholder if the Insured for achieving academic excellence as defined in the Description of Benefits of the Policy.

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 as of the 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.

BRAWL

A noisy disorderly and often violent quarrel or fight whether provoke or unprovoked.

Liberty General Insurance Berhad 197801007153 (44191-P)
Formerly known as AmGeneral Insurance Berhad

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CIVIL COMMOTION/ DEMONSTRATION

A manifestation or grievances support or protest by public rallies and parades.

DISMEMBERMENT

Permanent loss by physical separation of a hand at or above wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg.

DOCTOR or SURGEON

A registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding the Doctor or Surgeon who is the insured's Immediate Family.

EFFECTIVE DATE

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

ENDORSEMENT

Written evidence of an agreed change to the Policy.

HOSPITALISATION/HOSPITALISED

Due to an Accident an Insured Person has to undergo any surgery or treatment that requires more than 24 hours stay in a medical facility or hospital.

IMMEDIATE FAMILY

The Insured Person's parents, brothers and sisters.

INSURED/INSURED PERSON

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

INSURER/COMPANY/WE/US/OUR

Liberty General Insurance Berhad 197801007153 (44191-P).

PERMANENT

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

PERIOD OF INSURANCE

Means the period cover shown on the Policy Schedule.

POLICYHOLDER/YOU/YOUR/YOURSELF

The parent /legally adopted parent/legal guardian of the Insured Person who is paying for the Policy premium for the Insured Person.

RIOT

A disturbance of the peace by several persons, assembled and acting with a common intent in executing a lawful or unlawful enterprise in a violent and turbulent manner.

SCHEDULE

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

STRIKE

The concerted refusal of employees to perform work that their employer has assigned to them in order to force the employer to grant certain demanded concessions, such as increased wages or improved employment conditions.

SUM INSURED

The limit of Our liability under this insurance.

DESCRIPTION OF BENEFITS

ACADEMIC CASH REWARD

We shall reward the Insured Person a lump sum amount stipulated in the Table of Benefits for achieving all **As** on the minimum subjects required to obtain full certificate.

- a) Minimum 5A in UPSR or its equivalent – RM 50
- b) Minimum 8A in PMR or its equivalent – RM100
- c) Minimum 5A in SPM or its equivalent – RM150

ACCIDENTAL DEATH

Death arising from Bodily Injury.

FUNERAL EXPENSES

Lump Sum payment as specified in the Table of Benefits for loss of life Insured due to an Accident.

PERMANENT DISABLEMENT and DISMEMBERMENT

The disablement and dismemberment as specified in the Table of Benefits.

HOSPITAL BENEFITS

- a) **Daily Hospital Cash Allowance**
A daily cash allowance of the amount specified in the Table of Benefits, up to a maximum of 365 days, shall be payable if Insured is Hospitalised for more than 24 hours as a result of an Accident. We will pay the Daily Hospital Cash Allowance from the commencement of the first Admission until the date of the Insured's discharge from the hospital. The Insured Person will not be entitled to Daily Hospital Cash Allowance when the Insured Person is warded in the Intensive Care Unit (ICU).
- b) **ICU Daily Hospital Cash Allowance**
A daily cash allowance of the amount specified in the Table of Benefits, up to a maximum of 365 days, shall be payable if Insured is Hospitalised in an ICU for more than 24 hours as a result of an Accident. We will pay the ICU Daily Hospital Cash Allowance from the commencement of the first Admission until the date of the Insured's discharge from the Intensive Care Ward.

SPECIAL PROVISIONS

1. COMA

Upon certification by a physician that the Insured has been in a state of coma for at least one year due to an Accident, We will pay 100% of the Capital Sum Insured. However, We have the right to recover the payment made if the Insured regains consciousness provided that a deduction of 10% of the aforesaid payment be made for each year the Insured was in a state of coma.

2. DISAPPEARANCE

If a period of ONE YEAR has lapsed from the date of reported disappearance and We having examined all evidence available shall have no reason to suppose other than that an Accident has occurred which in all probability has resulted in the death of the Insured, the disappearance of the Insured shall be considered to constitute a claim under this Policy and the full Capital Sum Insured shall be payable. However, if at any time after payment has been made, the Insured is found to be alive, any sums paid by Us in setting this claim shall be refunded to Us.

3. INSECTS AND SNAKE BITES

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 due to malaria, dengue fever and Chikugunya fever)

4. FOOD POISONING

This Policy is extended to cover death arising out or resulting from Accidental food poisoning or other similar misfortune with or without any sign of external or violent visible injury.

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, Civil Commotion or Demonstration.
2. Suicide or any attempt threat, intentional self-inflicted injuries.
3. Any form of disease, infection or parasites including 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.
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) Ionising radiations 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 of 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 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.
16. Any pre-existing physical defect/infirmity fits of any kind, disease or sickness of any kind.
17. Any Insured Person who is engaged as an employee with any organization whether working permanently or temporary.
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.

TABLE OF BENEFITS

		% of Capital Sum Insured
Benefit 1	ACCIDENTAL DEATH (occurring within twelve calendar months of the Accident)	100%
Benefit 2	PERMANENT DISABLEMENT and DISMEMBERMENT (occurring within twelve calendar months of the Accident)	
	Loss of two limbs	100%
	Loss of both hands, or of all fingers and both thumbs	100%
	Loss of sight of one or both eyes	100%
	Total paralysis	100%
	Total insanity	100%
	Injuries resulting in being permanently bedridden	100%
	Loss of arm at shoulder	100%
	Loss of arm between shoulder and elbow	100%
	Loss of arm at elbow	100%
	Loss of arm between elbow and wrist	100%
	Loss of hand at wrist	100%
	Loss of leg	100%
	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
	Eye Loss	100%
	- of whole eye	100%
	- all sight in one eye, except perception of light	50%
	- lens of one eye	50%
	Loss of thumb	30%
	- both phalanges	15%
	- one phalanx	15%
	Loss of index finger	15%
	- three phalanges	10%
	- two phalanges	5%
	- one phalanx	8%
	Loss of middle finger	5%
	- three phalanges	3%
	- two phalanges	6%
	- one phalanx	5%
	Loss of ring finger	3%
	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	3%
	Loss of little finger	5%
	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	4%
	Loss of metacarpals	3%
	- first or second (additional)	4%
	- third; fourth or fifth (additional)	3%
	Loss of toes	20%
	- all	8%
	- great, both phalanges	3%
	- great, one phalanx	2%
	- other than great, if loss of more than one toe on each foot	100%
	Permanent Loss of speech & hearing in both ears	75%
	Loss of hearing	25%
	- both ears	50%
	- one ear	10%
	Loss of speech	10%
	Fractured leg or patella with established non-union after 26 weeks from the date of Accident	2.5%
	Shortening of arm	5%
	- more than 1 inch up to 2 inches	12.5%
	- more than 2 inches up to 4 inches	5%
	- more than 4 inches	10%
	Shortening of leg	25%
	- more than 1 inch up to 2 inches	5%
	- more than 2 inches up to 4 inches	10%
	- more than 4 inches	25%

Benefit	Capital Sum Insured			
	Plan 1	Plan 2	Plan 3	Plan 4
Accidental Death	RM 50,000	RM 70,000	RM 100,000	RM 120,000
Permanent Disablement and Dismemberment	RM 50,000	RM 70,000	RM 100,000	RM 120,000
Daily Hospital Cash due to Accident (max. 365 days)	RM 100	RM 150	RM 200	RM 250
ICU Daily Hospital Cash due to Accident (max. 365 days)	RM 200	RM 300	RM 400	RM 500
Funeral Expenses (due to Accidental Death only)	RM 2,000	RM 2,000	RM 2,000	RM 2,000
Academic Cash Reward	Minimum 5A in UPSR or its equivalent			– RM 50
	Minimum 8A in PMR or its equivalent			– RM100
	Minimum 5A in SPM or its equivalent			– RM150

Notes:

The actual Sum Insured for Insured Person is as stated in the Policy Schedule.

Total Insanity and the degree of shortening of limbs must be certified by a Doctor or Surgeon.

Where the injury is not specified, We reserve the right to adopt a Percentage of the disablement which, in its opinion, is not inconsistent with the provisions of the above Table of Benefits.

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.

Benefit payable in the event of Death or Permanent Disablement and Dismemberment as a result of an Accident is the Sum Insured as stated in the Policy Schedule. All benefits payable in the event of Death or Permanent Disablement and Dismemberment in respect of any one Accident shall not exceed 100% of the Capital Sum Insured as stated on the Table of Benefits. In the event a total of 100% of the Capital Sum Insured is paid during the period of this Policy, all insurance hereunder shall immediately cease to be in force. All other losses less than 100% of the Capital Sum Insured if paid shall reduce the coverage by that amount from the date of Accident until expiry of this Policy.

GENERAL CONDITIONS

1. AGE LIMIT

All Insured Persons shall not be less than thirty (30) days of Age or more than eighteen (18) years of Age.

2. ALTERATIONS

We reserve the right to amend the terms and conditions of this Policy, and such alteration to this Policy shall be valid if authorised by Us and endorsed hereon. We will give a written notice to You according to the last recorded address for any alterations made.

3. 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.

4. ARBITRATION

All differences arising out of this Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However, this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

5. CHANGES IN YOUR CIRCUMSTANCE

You must notify Us as soon as possible in writing of any change in the Insured Person circumstances which may affect this insurance.

6. CLAIMS

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

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

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.

7. CONDITION PRECEDENT 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. 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, You may return the Policy to Us for cancellation provided such request for cancellation is delivered by You to Us within fifteen (15) days from the date of delivery of the Policy. You are entitled to the return of the full premium paid.

9. 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, We shall indemnify the Policyholder or the Policyholder'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.

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 Us to give notice of renewal to the Policyholder. 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 We receives payment of premium from the Policyholder or authorised agent. This Policy shall not in any event be renewable when the Insured Person attains the age of 19 years.

12. TERMINATION OF INSURANCE

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

a) By Us

We may give notice of termination by registered post to Your last known address. Such termination shall become effective seven days following the date of such notice. In the event that premium has been paid for any period beyond the date of termination of this Policy the pro-rated premium shall be refunded to You provided that no claim has been made during the Period of Insurance.

b) By You

If We receive termination notice from You, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is later. We will retain the premium according to the short period table for the period the Policy has been in force and we will refund to You the unexpired portion of the Policy period, provided no claims has been made during the period of insurance.

Short Period Table

<u>Period not exceeding:</u>	<u>Refund of Annual Premium</u>
15 days	90% (applicable for renewal only)
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

c) Automatic Termination

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

13. 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.

IMPORTANT NOTICE

CASH BEFORE COVER CLAUSE

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