

**AmAssurance**

STAMP DUTY PAID

## PERSONAL ESSENTIALS – JUST 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

<b>Benefit 1</b>	<b>Accidental Death</b> (occurring within twelve (12) calendar months of the Accident)	:	The scale of compensation as stated in the Table of Benefits for Accidental Death.
	<b>Double Indemnity – Public Transport</b>	:	The scale of compensation as stated in the Table of Benefits for Double Indemnity – Public Transport.
	<b>Funeral Expenses</b>	:	The scale of compensation as stated in the Table of Benefits for Funeral Expenses.
<b>Benefit 2</b>	<b>Permanent Disablement and Dismemberment</b> (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.
<b>Benefit 3</b>	<b>Medical Expenses</b> Medical Expenses includes payment for ambulance fees, sinseh and traditional treatment and for medical report/post-mortem report.	:	Reimbursement of expenses incurred per Accident up to the amount stated in the Table of Benefits.
<b>Benefit 4</b>	<b>Hospital Benefits</b> (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.
<b>Benefit 5</b>	<b>Academic Cash Reward</b>	:	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

#### ACCEPTABLE DOCTOR

Means a registered medical practitioner who holds recognized medical qualifications and is competent to diagnose the respective illnesses who is acceptable to Us for any diagnosis required by Us but excluding the Acceptable Doctor who is the Insured's Immediate Family.

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

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

**ACCIDENT**

Means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Bodily Injury.

**AGE**

Means Age as of the next birthday.

**BODILY INJURY**

Means 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**

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

**CIVIL COMMOTION OR DEMONSTRATION**

Means a manifestation or grievances support or protest by public rallies and parades.

**COMMENCEMENT DATE**

Means the date shown as the inception date of the Period of Insurance as stated in the Schedule.

**DISMEMBERMENT**

Means 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.

**EFFECTIVE DATE**

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

**ENDORSEMENT**

Means written evidence of an agreed change to the Policy.

**HOSPITAL**

Means only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- (a) has facilities for diagnosis and major surgery,
- (b) provides 24 hour a day nursing services by registered and graduate nurses,
- (c) is under the supervision of a Physician, and
- (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment

**HOSPITALISATION OR HOSPITALISED**

Means admission to a Hospital as a registered in-patient for Medically Necessary treatments for a covered Disability upon recommendation of a physician. A patient shall not be considered as an in-patient if the patient does not physically stay in the hospital for the whole period of confinement.

**MEDICALLY NECESSARY**

Means a medical service which is:-

- (a) consistent with the diagnosis and customary medical treatment for a covered Disability, and
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- (c) not for the convenience of the Insured or the Physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient), and
- (d) not of an experimental, investigational or research nature, preventive or screening nature,
- (e) for which the charges are fair and reasonable and customary for the Disability.

**IMMEDIATE FAMILY**

Means the Insured's parents, brothers and sisters.

**PERMANENT**

Means 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 Schedule.

**POLICYHOLDER, YOU, YOUR OR YOURSELF**

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

**PUBLIC TRANSPORT**

Means legally licensed public transportation carrying passengers in return for a fare.

**RIOT**

Means 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.

**STRIKE**

Means 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**

Means the limit of Our liability under this insurance.

**THE COMPANY, WE, US OR OUR**

Means Liberty General Insurance Berhad 197801007153 (44191-P).

**THE INSURED**

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

**THE SCHEDULE**

Means the most recent Schedule We give You describing the terms and conditions that are specific to Your insurance. This also includes any amendments We send You in writing.

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**DESCRIPTION OF BENEFITS**

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**ACCIDENTAL DEATH**

Death arising from Bodily Injury.

**DOUBLE INDEMNITY – PUBLIC TRANSPORT**

The amount of benefit payable as specified under the Table of Benefits in the event of the Insured accidental death whilst traveling as a fare paying passenger on any mode of public transport.

**FUNERAL EXPENSES**

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

**PERMANENT DISABLEMENT and DISMEMBERMENT**

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

**MEDICAL EXPENSES**

We will indemnify the Policyholder for Medical Expenses incurred by the Insured as a result of an Accident provided that the maximum liability of The Company arising out of any one Accident shall not exceed the amount specified in the Table of Benefits. The term 'Medical Expenses' shall include expenses incurred for hospital (including Room and Board), clinical, medical and surgical treatments, sinseh or traditional treatments and cost for obtaining medical and/or post-mortem reports.

For sinseh and traditional treatments, We will only reimburse the Policyholder up to the sub-limit specified in the Table of Benefits, up to a maximum of RM250.00.

The Policyholder will be required to submit the Original Medical Bill(s)/Invoice(s) and Corresponding Official Receipt(s) when the Policyholder wish to be reimbursed for his/her claim on medical expenses.

**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. 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 will not be entitled to Daily Hospital Cash Allowance when the Insured 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 the 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 discharge from the Intensive Care Ward.

**ACADEMIC CASH REWARD**

We shall reward the Insured 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 |

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## SPECIAL PROVISIONS

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### 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. 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.

### 4. 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)

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## GENERAL EXCLUSIONS

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This Policy does not cover Death or any injury/disablement 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. While 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 trials.
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 who is engaged as an employee with any organization whether working permanently or temporary.

## TABLE OF BENEFITS

		% of Capital Sum Insured
Benefit 1	<b>ACCIDENTAL DEATH</b> (occurring within twelve calendar months of the Accident)	100%
Benefit 2	<b>PERMANENT DISABLEMENT and DISMEMBERMENT</b> (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	3%
	- two phalanges	3%
	- one phalanx	5%
	Loss of little finger	4%
	- three phalanges	3%
	- two phalanges	3%
	- one phalanx	4%
	Loss of metacarpals	3%
	- first or second (additional)	3%
	- third; fourth or fifth (additional)	20%
	Loss of toes	8%
	- all	3%
	- great, both phalanges	2%
	- great, one phalanx	100%
	- other than great, if loss of more than one toe on each foot	75%
	Permanent Loss of speech & hearing in both ears	25%
	Loss of hearing	50%
	- both ears	10%
	- one ear	
	Loss of speech	
	Fractured leg or patella with established non-union after 26 weeks from the date of Accident	10%
	Shortening of arm	2.5%
	- more than 1 inch up to 2 inches	5%
	- more than 2 inches up to 4 inches	12.5%
	- more than 4 inches	5%
	Shortening of leg	10%
	- more than 1 inch up to 2 inches	25%
	- more than 2 inches up to 4 inches	
	- more than 4 inches	

		Capital Sum Insured		
		Plan 1	Plan 2	Plan 3
Benefit 1	<b>ACCIDENTAL DEATH</b> (occurring within twelve calendar months of the Accident)	RM50,000	RM100,000	RM150,000
	Double Indemnity – Public Transport	RM50,000	RM100,000	RM150,000
	Funeral Expenses	RM2,000		
Benefit 2	<b>PERMANENT DISABLEMENT AND DISMEMBERMENT</b>	RM50,000	RM100,000	RM150,000
Benefit 3	<b>MEDICAL EXPENSES</b>			
	a) Medical Expenses	Maximum RM2,000 per Accident		
	b) Sinseh and Traditional Treatment (Maximum RM250)	RM25 per visit	RM50 per visit	RM75 per visit
Benefit 4	<b>HOSPITAL BENEFITS</b>			
	Daily Hospital Cash due to Accident (max. 365 days)	RM100	RM150	RM200
	ICU Daily Hospital Cash due to Accident (max. 365 days)	RM200	RM300	RM400
Benefit 5	<b>ACADEMIC CASH REWARD</b>	Minimum 5A in UPSR or its equivalent – RM50 Minimum 8A in PMR or its equivalent – RM100 Minimum 5A in SPM or its equivalent – RM150		

Notes:

- The actual Sum Insured for the Insured is as stated in the Schedule.
- Total Insanity and the degree of shortening of limbs must be certified by an Acceptable Doctor.
- Where the injury is not specified, We reserves 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 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.
- In the event that the Insured Accidental Death whilst traveling as a fare paying passenger on any mode of public transport, the amount payable for Double Indemnity as per specified under the Table of Benefits shall also be payable together with the amount as mentioned on item (e).

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## GENERAL CONDITIONS

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### 1. AGE LIMIT

All the Insured 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 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.
- (c) For Policy with Monthly Premium payment, in the event that a claim is payable under Benefit 1 and/or Benefit 2, We shall deduct the outstanding premiums and the premiums payable until the next anniversary from the benefit payable.

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 You 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 attains the age of 18 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 of coverage for all policies in a certain market and We withdraw this policy completely from the market in accordance with the Portfolio Withdrawal Condition.

### b) By You

If We receive termination notice from You, such termination shall become effective on the date the notice is received. For Policy with Annual Premium payment, 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. As for Policy with Monthly Premium payment, there will be no refund payable.

**Short Period Table**

<b>Period not exceeding:</b>	<b>Refund of Annual Premium</b>
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. When Insurance Stops

The Policy ends, and We stop paying on the earlier of:-

- on the death of the Insured; or
- on the 100% payment of Capital Sum Insured on Permanent Disablement and Dismemberment of the Insured; or
- on the Policy Anniversary immediately preceding or coincident with the 18th birthday of the Insured; or
- The effective date We give You written notice canceling this insurance in accordance with the Portfolio Withdrawal Condition.

Note : The payment or acceptance of any premium under this Policy subsequent to such termination shall have no effect in creating any liability to the Company and all such premium paid to the Company shall be returned.

## 14. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this insurance. Cancellation of the portfolio as a whole shall be given by written notice to You at least thirty (30) days in advance and We will run off all the policies to expiry of the period of cover within the portfolio.

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## IMPORTANT NOTICE

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### CASH BEFORE COVER CLAUSE

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by Us before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

We reserves the right to refuse any coverage and/or reject any claim resulting from non-payment of premium to Us.