

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

### COVERAGE – TERRITORIAL LIMIT WORLDWIDE

Benefit 1	Death due to Accident (occurring within twelve (12) calendar months of the Accident)	:	The scale of compensation as specified in the Table of Benefits for Accidental Death
Benefit 2	Permanent Disablement (occurring within twelve (12) calendar months of the Accident)	:	The scale of compensation as specified in the Table of Benefits for Permanent Disablement.
Benefit 3	Medical Expenses. Medical Expenses includes payment for ambulance fees, sinseh/dukun treatment and for medical report/post-mortem report up to the amount as specified in the Table of Benefits.	:	Reimbursement of expenses incurred per accident up to the amount specified in the Schedule attached.
Benefit 4	Weekly Benefits for Temporary Total Disablement and Temporary Partial Disablement	:	Weekly amount as specified in the Schedule attached.

### GENERAL DEFINITIONS

#### ACCIDENT

A sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

#### AGE

Age next birthday

#### BODILY INJURY

Bodily injury resulting solely and directly from violent, accidental, external and visible means and does not include sickness, disease or any naturally occurring condition or degenerative disease.

#### EFFECTIVE DATE

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

#### ENDORSEMENT

Written evidence of an agreed change to Your Policy

#### ELIGIBLE CHILDREN

Insured Person's children/stepchildren/legally adopted children, who is/are financially dependent and/or still studying and who is/are not gainfully employed or married, between the ages of 1 and under 25 years of age and permanently residing in Malaysia.

#### IMMEDIATE FAMILY

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

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

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**Tel:** +603 2268 3333 **Fax:** +603 2268 2222 **Website:** www.amassurance.com.my  
(Service Tax Registration No.: B16-1808-31015443)

**INSURED/INSURED PERSON/YOU/YOUR/YOURSELF**

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

**INSURER/COMPANY/WE/US/OUR**

Liberty General Insurance Berhad 197801007153 (44191-P).

**OCCUPATION**

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

**PERMANENT**

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

**SCHEDULE**

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

**SCHEME SELECTED**

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

**SUM INSURED**

The limit of our liability under this insurance.

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**DESCRIPTION OF BENEFITS**

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**ACCIDENTAL DEATH**

Death arising from Bodily Injury.

**MEDICAL EXPENSES**

The Company will indemnify the Insured 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 dukun treatments and cost for obtaining medical and/or post-mortem reports.

- Sinseh or Dukun Treatments  
The Company will reimburse the costs of sinseh or dukun treatments including medicine subject to the limit as specified in the Table of Benefits.
- Medical and Post-mortem Report Fees

The Company will reimburse the actual cost in full up to the sub-limit as specified in the Table of Benefits as part of Medical Expenses.

**PERMANENT DISABLEMENT**

The disability as specified in the Table of Benefits

**PERMANENT TOTAL DISABLEMENT**

A state of incapacity caused by the Insured Person suffering Bodily Injury resulting in his/her permanent and total disablement from gainful employment of any and every kind.

**WEEKLY BENEFITS**

If the Insured is unable to either partially or totally engage in or attend to the Insured's profession or occupation due to injury caused by an accident covered under this Policy as certified by a qualified doctor, the Company will pay the Insured the amount specified under Weekly Benefits in the Table of Benefits up to a period of 104 weeks.

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## GENERAL EXCLUSIONS

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This Policy does not cover death or any injury/disability directly or indirectly caused by or in connection with any of the following:-

- 1) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising, strike riot and civil commotion;
- 2) Insanity, suicide (whether sane or insane) or any attempt threat, intentional self-inflicted injuries;
- 3) Any form of disease, infection or parasites including malaria, dengue fever, Japanese Encephalitis and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- 4) Childbirth, miscarriage, pregnancy or any complications thereof unless caused solely and directly by the Accident;
- 5) Provoked murder or assault;
- 6) While travelling in an aircraft or ship as a member of the crew, except only as a fare-paying passenger in an aircraft or ship licensed for passenger service;
- 7) While committing or attempting to commit any unlawful act;
- 8) While participating in any professional sports;
- 9) Insured Person engaging or participating in dangerous activities or sports such as winter sports skating of any kind rock climbing mountaineering (which requires the use of ropes or guides) pot-holing skin diving parachuting under water 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/strike/riot/civil commotion or demonstration;
- 13)
  - a) asbestos; or
  - b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos;
- 14)
  - a) 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;
- 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/infirmary fits of any kind, disease or sickness of any kind.

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## OCCUPATIONAL EXCLUSIONS

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

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

## 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</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 both eyes	100%
	Total paralysis	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing permanent total disability	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%
	- Whole eye	100%
Eye: loss of	- all sight in one eye	100%
	- all sight in one eye, except perception of light	50%
	- lens of one eye	50%
	-	40%
Loss of four fingers	-	40%
Loss of thumb	- both phalanges	30%
	- one phalanx	15%
Loss of index finger	- three phalanges	15%
	- two phalanges	10%
	- one phalanx	5%
Loss of middle finger	- three phalanges	8%
	- two phalanges	5%
	- one phalanx	3%
Loss of ring finger	- three phalanges	6%
	- two phalanges	5%
	- one phalanx	3%
Loss of little finger	- three phalanges	5%
	- two phalanges	4%
	- one phalanx	3%
Loss of metacarpals	- first or second (additional)	4%
	- third; fourth or fifth (additional )	3%
Loss of toes	- All	20%
	- great, both phalanges	8%
	- great, one phalanx	3%
	- other than great, if loss of more than one toe on each foot	2%
Permanent Loss of speech & hearing in both ears	-	100%
Loss of hearing	- both ears	75%
	- one ear	25%
Loss of speech	-	50%
Shortening of arm	- more than 1" up to 2"	2.5%
	- more than 2" up to 4"	5%
	- more than 4"	12.5%
Shortening of leg	- more than 1" up to 2"	5%
	- more than 2" up to 4"	10%
	- more than 4"	25%

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

Where the injury is not specified, the Company reserves the right to adopt a Percentage of the disability which, in its opinion, is not inconsistent with the provisions of the above Scale.

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

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event a total of 100% is paid during the period of this policy, all insurance hereunder shall immediately cease to be in force. All other losses less than 100% if paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

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## GENERAL CONDITIONS

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### 1. ALTERATIONS

The Company reserves the right to amend the terms and conditions of this Policy and such alteration to this Policy shall be valid if authorised by the Company and endorsed hereon. The Company should give a written notice to the Policyholder according to the last recorded address for any alterations made.

### 2. APPLICABLE LAW

This Policy and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and Malaysian Courts shall have exclusive jurisdiction hereto.

### 3. ARBITRATION

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

### 4. CHANGE OF ADDRESS OR PARTICULARS

The Insured shall give immediate written notice to the Company of any change in his name, residence, business or occupation. The Insured shall also give written notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which the Insured has been effected or has knowledge of.

### 5. CLAIMS

(a) Notice of Injury on which the claim may be based on and which is covered by this Policy, must be given in writing to the Company within 14 days after the occurrence. The Company, upon receipt of such notice shall furnish the Insured with a claim form for the filing of proof of claims.

(b) In case of death, reasonable notice shall be given to the Company before burial or cremation and the Company may request to be represented at a post-mortem or examination of the body of the Insured. The Company shall have the right and opportunity to conduct an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place of any inquest appointed shall be given to the Company.

All certificates, information and evidence required by the Company shall be furnished by the Insured or the Insured's legal personal representative and shall be in such form and of such nature as the Company may prescribe.

### 6. 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.

### 7. CURRENCY AND EXCHANGE RATES

All premiums shall be paid in Malaysian Ringgit. In the event the Insured is admitted into a hospital and/or receives medical treatment outside Malaysia and renders bills in a currency other than Malaysian Ringgit, the Company shall indemnify the Insured or the Insured's legal personal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the Insured is discharged from hospital.

### 8. ENTRY AGE LIMIT

The first enrolment age of the Insured Person under this Policy shall be between sixteen (16) years and sixty-five (65) years of age.

### 9. MISSTATEMENT OR OMISSION OF MATERIAL FACT

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

### 10. POLICY RENEWAL

It shall not be incumbent on the Company to give notice of renewal to the Insured. The premium for the renewal of this Policy shall be deemed to be due on the date or which this Policy expires. The renewal will only be valid once the company receives payment of premium from the Insured or authorised agent. This Policy shall not in any event be renewable when the Insured attains the age of 70 years. Any subsequent renewal of policy after the age of 70 years shall be on a case by case basis and at the discretion of the Company.

### 11. TERMINATION OF INSURANCE

This is an annual policy and will terminate whichever first occur

#### a) By the Insured

If the Insured gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is later. In the event premium has been paid for, the Company will return short period portion of the premium for the unexpired part of the Period of Insurance provided there is no claim has been made during the currency of the policy year. This cancellation and/or termination shall render this Policy and the contract of insurance between the Company and the Insured null and void.

#### **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

**b) By the Company**

The Company may give notice of termination by registered post to the Insured at his or her last known address. Such termination shall become effective seven days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to the Insured provided that no claim has been made during the current Period of Insurance.

**c) Automatic Termination**

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

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### **IMPORTANT NOTICE**

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**CASH BEFORE COVER CLAUSE**

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