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PERSONAL ESSENTIALS – FOR STUDENTS GROUP PERSONAL ACCIDENT POLICY

WHEREAS the Policyholder / Insured Person by an application and declaration which are duly incorporated herein has applied to AmGeneral 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, AmGeneral 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 MALAYSIA, SINGAPORE AND BRUNEI

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.
	Double Indemnity – Public Transport	:	The scale of compensation as stated in the Table of Benefits for Double Indemnity – Public Transport.
	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	Medical Expenses Medical Expenses includes payment for ambulance fees, sinseh and traditional 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 stated in the Table of Benefits.
Benefit 4	Hospital Benefits	:	
	a) Daily Hospital Cash Allowance	:	A daily cash allowance as stated in the Table of Benefits as a result of an Accident subject to a maximum of 60 days.
	b) Travelling Expenses	:	Reimbursement of expenses of the amount stated in the Table of Benefits per day up to a maximum of RM500.00 per Accident.
Benefit 5	Kidnap Benefit	:	In the event of an Insured Person is kidnapped and suffered Bodily Injury that is payable under Benefit 1 or Benefit 2, We will pay an additional of RM20,000.00.

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.

BRAWL

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

CERTIFICATE OF INSURANCE

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

CIVIL COMMOTION OR 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

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 who is the insured's Immediate Family.

EFFECTIVE DATE

The date stated in the Schedule for which insurance under this Policy 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 24 hours confinement in a medical facility or hospital.

KIDNAP

When the Insured Person is unlawfully abducted and holds in captivity for ransom.

IMMEDIATE FAMILY

The Insured Person's parents, brothers and sisters

INSURED/INSURED PERSON

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

INSURER/COMPANY/WE/US/OUR

AmGeneral Insurance Berhad (44191-P).

PARENT

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

PERIOD OF INSURANCE

Means the period cover shown on the Policy Schedule.

PERMANENT

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

POLICYHOLDER/YOU/YOUR/YOURSELF

Shall mean an education institution to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Persons in this Policy.

PUBLIC TRANSPORT

Legally licensed public transportation carrying passengers in return for a fare.

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.

TRAVELLING EXPENSES

The expenses incurred for travelling to the hospital and vice versa.

DESCRIPTION OF BENEFITS

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 disability and Dismemberment as specified in the Table of Benefits.

DAILY HOSPITAL CASH ALLOWANCE

For each 24-hour period of hospital confinement due to an Accident, the quantum of the Daily Hospital Income Benefit shall be in accordance to the Plan purchased is payable for a maximum of 60 days per incident. We will pay the Daily Hospital Cash from the commencement of the first admission until discharged.

DOUBLE INDEMNITY – PUBLIC TRANSPORT

When the Insured student suffers Accidental loss of life as a fare-paying passenger on a Public Transport directly from residences to school or vice versa for school lessons and/or official school activities.

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.

TRAVELLING EXPENSES

We will reimburse You on travelling expenses incurred by the Insured's parents in the event that the Insured Person is Hospitalised as a result of an Accident. Subject to the maximum amount of RM500 per Accident.

You are required to submit the original travelling bill when Insured wish to be reimbursed for his/her claim on Travelling Expenses.

KIDNAP BENEFIT

In the event the Insured Person is kidnapped and suffered Death or Bodily Injury that is payable under Benefit 1 or Benefit 2, We will pay the You an addition of RM20,000.00, provided there is a verification and confirmation by the police that the Insured Person is kidnapped.

SPECIAL PROVISIONS

1. COMA

Upon certification by a physician that the Insured have 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 has the right to recover the payment made if the Insured regain 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 has been 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.
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 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/infirmary fits of any kind, disease or sickness of any kind.

TABLE OF BENEFITS

		Capital Sum Insured (RM)		
		Plan 1	Plan 2	Plan 3
Benefit 1	ACCIDENTAL DEATH (occurring within twelve calendar months of the Accident)	15,000	30,000	50,000
	Double Indemnity – Public Transport	30,000	60,000	100,000
	Funeral Expenses	2,000	2,000	2,000
Benefit 2	PERMANENT DISABLEMENT and DISMEMBERMENT			
	Total paralysis (From Neck Downwards)	50,000	70,000	90,000
	Injuries resulting in being permanently bedridden	50,000	70,000	90,000
	Total insanity	50,000	70,000	90,000
	Loss one or both hand at wrist	50,000	70,000	90,000
	Loss of one or both feet	50,000	70,000	90,000
	Loss of sight or one or both eyes	50,000	70,000	90,000
Loss of all fingers and both thumbs	50,000	70,000	90,000	
Benefit 3	MEDICAL EXPENSES			
	a) Medical Expenses (Maximum RM2,000 per Accident)	2,000	2,000	2,000
	b) Sinseh and Traditional Treatment (Maximum RM250)	25 per visit	50 per visit	75 per visit
Benefit 4	HOSPITAL BENEFITS			
	a) Daily Hospital Cash Allowance (Max 60 days)	50 per day	75 per day	100 per day
	b) Travelling Expenses (Maximum RM500 per Accident)	10 per day	10 per day	10 per day
Benefit 5	Kidnap Benefit	20,000	20,000	20,000

Notes:

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

Total insanity must be certified by a Doctor.

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. In the event of Death or Permanent Disablement and Dismemberment and a claim is paid during the period of this Policy, all insurance hereunder shall immediately cease to be in force.

GENERAL CONDITIONS

1. AGE LIMIT

All Insured Persons shall not be less than four (4) years 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

The Insured Person's Parent must notify Us as soon as possible in writing of any change in 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 the Insured Person's Parent with a claim form for the filing of proof of claims.

(b) In case of Death, reasonable notice shall be given 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 their 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 the Insured Person's Parent or the Insured's 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 where the Insured has no insurable interest in the life of the Insured Person 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. 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.

9. 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.

10. POLICY RENEWAL

It shall not be incumbent on Us to give notice of renewal to You. 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 receive payment of premium from the You or authorised agent. This Policy shall not in any event be renewable when the Insured Person attains the age of 19 years.

11. TERMINATION OF INSURANCE

This is an annual Policy and shall terminate upon whichever of the following occurs first:

a) By Us

We 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 that premium has been paid for any period beyond the date of termination of this Policy the pro-rated premium shall be refunded to the Insured provided that no claim has been made during the Period of Insurance.

b) You or the Insured Person's Parent

If We receive termination notice from You or the Insured Person's Parent, 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 or the Insured Person's Parent the unexpired portion of the Policy period, provided no claims has been made during the period of insurance.

SHORT PERIOD TABLE

Period not exceeding:	Refund of Annual Premium
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

Policy Expiring

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

IMPORTANT NOTICE

PREMIUM WARRANTY CLAUSE

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rated premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this Policy.