

**AmAssurance**

## AmPRO PERSONAL ACCIDENT POLICY

STAMP DUTY PAID

**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	<p>Death due to Accident (occurring within twelve (12) calendar months of the Accident)</p> <p>Double Indemnity is payable in the event of accidental death whilst traveling as a fare paying passenger on any mode of public transport.</p> <p>Emergency Cash of 10% of Capital Sum Insured shall be payable on accidental death of Insured.</p> <p>Funeral Expenses RM5,000 is payable in the event of Accidental Death.</p>	: The scale of compensation as stated in the Table of Benefits for Accidental Death.
Benefit 2	<p>Permanent Disablement (occurring within twelve (12) calendar months of the accident)</p> <p>Upon certification by a qualified doctor, this Policy shall in addition pay for the use of wheelchair, artificial limbs and cosmetic surgery up to the amount as specified in the Policy Schedule.</p>	: The scale of compensation as stated in the Table of Benefits for Permanent Disablement.
Benefit 3	<p>Medical Expenses</p> <p>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 Policy Schedule.</p>	: Reimbursement of expenses incurred per accident up to the amount stated in the Policy Schedule.
Benefit 4	<p>Hospital Benefits</p> <p>(a) Hospital Allowance</p> <p>(b) Post Hospitalisation Treatment Allowance (within 31 days from discharge)</p> <p>(c) Next of Kin Visiting Allowance</p>	<p>: A daily cash allowance of RM200 shall be payable if Insured is hospitalized for more than 24 hours up to a maximum of 7 days.</p> <p>Additional daily cash allowance of RM100 shall be payable, up to a maximum of 5 days, if Insured is hospitalized at a government hospital.</p> <p>: This allowance is only payable if Insured is hospitalized for a minimum of seven (7) continuous days due to an accident – up to RM1,500 (maximum)</p> <p>The Policy shall also pay for reimbursement of Public Transport fare incurred by the Insured's next of kin for amount as specified in the Policy Schedule.</p>
Benefit 5	Weekly Benefits for Temporary Total Disablement and Temporary Partial Disablement	: Weekly amount as specified in the Policy Schedule attached.

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

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## GENERAL DEFINITIONS

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### 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.

### 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.

### 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.

### AMBULANCE FEES

The company will reimburse the Insured in respect of Ambulance Fees up to the amount specified in the Policy Schedule provided such fees were incurred as a result of an accident to the Insured.

### COSMETIC SURGERY

The Company will reimburse the Insured up to the amount specified in the Policy Schedule in respect of expenses incurred by the Insured for corrective cosmetic surgery (including dental) due to an accident resulting in a permanent disability provided such corrective surgery (including dental) is recommended and performed by a licensed cosmetic surgeon (an orthodontist in the case of dental surgery).

### DOUBLE INDEMNITY

The amount payable under Benefit (I) shall be doubled in the event of accidental death whilst traveling as a fare paying passenger on any mode of public transport.

### EMERGENCY CASH

The Company will pay the Insured's legal personal representative the amount 10% of Capital Sum Insured as emergency cash in the event of accidental death of the Insured upon immediate presentation of the following documents: -

- (i) Police Report
- (ii) Death Certificate and/or Post-mortem Report

However, the payment of this emergency cash is not an immediate admission of liability. In the event that accidental death does not fall within the terms, provisos, exclusions and conditions of the Policy, the aforesaid sum paid shall be refunded to the Company.

### MEDICAL EXPENSES

The Company will indemnify the Insured for Medical Expenses incurred by the Insured as a result of an accident or as a result of Dengue or Malaria provided that the maximum liability of the Company arising out of any one accident shall not exceed the amount specified in the Schedule. 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 Policy Schedule.
- Medical and Post-mortem Report Fees

The Company will reimburse the actual cost in full up to the sub-limit as specified in the Policy Schedule 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. This includes the Insured Person being permanently bedridden and totally paralyzed.

## POST HOSPITALISATION TREATMENT ALLOWANCE

The Company will reimburse the Insured up to the amount specified in the Policy Schedule for recovering from an accident within 31 days immediately following discharge from hospital for any one accident. These allowances are only payable if the Insured is hospitalised for a minimum of seven (7) continuous days.

## 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 Schedule up to a period of 104 weeks.

## EXTENSIONS

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Upon certification by a physician that the Insured has been in a state of coma for at least one year due to an accident, the Company will pay 100% of the Capital Sum Insured. However, the Company 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.

### DISAPPEARANCE

If a period of ONE YEAR has lapsed from the date of reported disappearance and the Company 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 the Company in settling this claim shall be refunded to the Company.

### EXPOSURE TO THE NATURAL ELEMENT

This policy covers death or bodily injury claims caused by exposure to the natural elements as a result of an accident.

### INSECTS AND SNAKE BITES CLAUSE

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 and dengue fever).

## 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%
	- all sight in one eye	100%
	- all sight in one eye, except perception of light	50%
	- lens of one eye	50%
	Loss of four fingers	40%
	Loss of thumb	30%
	- both phalanges	15%
	- one phalanx	15%
	Loss of index finger	10%
	- three phalanges	5%
	- two phalanges	5%
	Loss of middle finger	3%
	- one phalanx	6%
	- three phalanges	5%
	- two phalanges	3%
	Loss of ring finger	5%
	- one phalanx	4%
	- three phalanges	3%
	- two phalanges	3%
	Loss of little finger	4%
	- one phalanx	3%
	- three phalanges	3%
	Loss of metacarpals	4%
	- first or second (additional)	3%
	- 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 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 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 trails;
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/infirmity, fits of any kind, disease or sickness of any kind.
17. 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.

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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.

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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.

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.

6. **CONDITION PRECEDENT TO LIABILITY**

The Insured/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 the Insured/Insured Person 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/Insured Person, which the Insured/Insured Person 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 on 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 65 years. Any subsequent renewal of policy after the age of 65 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 occurs

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.

12. **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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**IMPORTANT NOTICE**

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**CASH BEFORE COVER CLAUSE**

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