

**Customer Contact Centre** **Tel** Call **1 300 80 3030** at local rates **General line** +603 2268 3333 **Email** customer@amassurance.com.my**STAMP DUTY PAID****GROUPCARE 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.

**NOW THIS POLICY OF INSURANCE WITNESSETH** that if during the Period of Insurance the Insured name in the Schedule shall sustain bodily injury caused by accidental means in which the injury solely, and independently from any other cause results in the Insured's death or disablement as hereinafter defined or necessitates medical and/or hospital and surgical treatment as hereinafter defined the Company will pay to the Insured, or in the event of death to the Insured's legal personal representative, the sum or sums of money specified in the Schedule and in accordance to the Table of Benefits, subject to the terms provisos exclusions and conditions of and endorsed on this Policy

**PART 1 – COVERAGE : Territorial Limit - Worldwide**

Benefit 1	Death due to Accident (occurring within twelve (12) calendar months of the Accident)	:	The scale of compensation as stated 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 stated in the Table of Benefits for Permanent Disablement.
Benefit 3	Medical Expenses.	:	Reimbursement of expenses incurred per accident up to the amount stated in the Schedule.
Benefit 4	Weekly Benefits for :	:	Weekly amount as specified in the Schedule attached.
	i) Temporary Total Disablement		
	ii) Temporary Partial Disablement		

The compensation payable under benefit 4(i) AND (ii) either single or together shall not be payable in respect of any one injury beyond the 104<sup>th</sup> week calculated from the date of the said injury.

**PART 2 – CONVEYANCE LIMIT**

The Company's maximum limit of liability in respect of all Insured Persons traveling in the same conveyance shall not exceed RM 10,500,000 per policy or otherwise stated in the policy schedule. In the event the said limit for any one accident is insufficient to pay the full amount payable for each Insured Person, then the amount payable for each Insured Person shall be in the proportion that the limit of indemnity for any one accident bears to the total amount of insurance that would have been payable for such limit of Indemnity.

Conveyance shall mean all forms of transportation required to convey the Insured Person from point to point including chartered and nonscheduled modes of conveyance.

## PART 3 – GENERAL DEFINITIONS

For the purpose of this Policy, the following definitions apply: -

- 1 **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. (Occurring within twelve (12) calendar months of the Accident)
- 2 **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.
- 3 **CONVEYANCE LIMIT**  
The Company's maximum limit of liability per conveyance which shall not exceed the amount stated in the policy.
- 4 **ENDORSEMENT**  
Written evidence of an agreed change to Your Policy
- 5 **INSURER/COMPANY/WE/US/OUR**  
AmGeneral Insurance Berhad (44191-P)
- 6 **INSURED/INSURED PERSON/YOU/YOUR/YOURSELF**  
The company named as Insured Person in the Policy Schedule.
- 7 **LOSS OF LIMB**  
Means permanent total loss of use or loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.
- 8 **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 Schedule. The term 'medical expenses' shall include expenses incurred for hospital (including Room and Board), clinical, medical and surgical treatments
- 9 **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 paralysed. (Occurring within twelve (12) calendar months of the accident)
- 10 **SCHEDULE/POLICY SCHEDULE**  
The Schedule which is attached to and forming part of this policy.
- 11 **SUM INSURED**  
Shall mean the limit of our liability under this insurance.
- 12 **WEEKLY BENEFITS**  
Means if the Insured Person 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.
  - (a) **TEMPORARY TOTAL DISABLEMENT**  
The Insured Person is **completely incapable** 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.
  - (b) **TEMPORARY PARTIAL DISABLEMENT**  
The Insured Person is **partially incapable** 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.

**The compensation payable under benefit 4(i) AND (ii) either single or together shall not be payable in respect of any one injury beyond the 104<sup>th</sup> week calculated from the date of the said injury.**

## PART 4 - 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 or military
- 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 and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) Japanese Encephalitis;
- 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) Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding 50 metres in depth, professional mountaineering involving the use of ropes or mechanical guides;
- 10) Racing (other than on foot), pace-making, speed or reliability trails;
- 11) Ionization, radiation or contamination by radioactivity, nuclear weapons material;
- 12) Riding/driving without a valid driving license;
- 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.

## PART 5 - TABLE OF BENEFITS

Benefit I	% of Capital Sum Insured	
	<u>Scale 1</u>	<u>Scale 2</u>
<b>ACCIDENTAL DEATH</b> (occurring within twelve calendar months of the accident)	100%	100%
Benefit II		
<b>PERMANENT TOTAL DISABLEMENT</b> (occurring within twelve calendar months of the accident)	100%	100%
Loss of two limbs .....	100%	100%
Loss of both hands, or of all fingers and both thumbs.....	100%	100%
Loss of sight of both eyes.....	100%	100%
Injuries resulting in being permanently bedridden.....	100%	100%
Any other injury causing permanent total disability.....	100%	100%
Loss of arm at shoulder.....	100%	100%
Loss of arm between shoulder and elbow.....	100%	100%
Loss of arm at elbow.....	100%	100%
Loss of arm between elbow and wrist.....	100%	100%
Loss of hand at wrist.....	100%	100%
Loss of leg		
- at hip.....	100%	100%
- between knee and hip.....	100%	100%
- below knee.....	100%	100%
Eye Loss		
- of whole eye.....	100%	100%
- all sight in one eye, except perception of light.....	Nil	50%
- lens of one eye.....	Nil	50%
Loss of thumb		
- both phalanges.....	Nil	30%
- one phalanx.....	Nil	15%
Loss of index finger		
- three phalanges.....	Nil	15%
- two phalanges.....	Nil	10%
- one phalanx.....	Nil	5%
Loss of middle finger		
- three phalanges.....	Nil	8%
- two phalanges.....	Nil	5%
- one phalanx.....	Nil	3%
Loss of ring finger		
- three phalanges.....	Nil	6%
- two phalanges.....	Nil	5%
- one phalanx.....	Nil	3%
Loss of little finger		
- three phalanges.....	Nil	5%
- two phalanges.....	Nil	4%
- one phalanx.....	Nil	3%
Loss of metacarpals		
- first or second (additional).....	Nil	4%
- third; fourth or fifth (additional).....	Nil	3%
Loss of toes all.....	Nil	20%
great, both phalanges.....	Nil	8%
great, one phalanx.....	Nil	3%
other than great, if loss of more than one toe on each foot.....	Nil	2%
Permanent Loss of speech & hearing in both ears.....	Nil	100%
Loss of hearing		
- both ears.....	Nil	75%
- one ear.....	Nil	25%
Loss of speech.....	Nil	50%
Shortening of arm		
- more than 1" up to 2".....	Nil	2.5%
- more than 2" up to 4".....	Nil	5%
- more than 4".....	Nil	12.5%
Shortening of leg		
- more than 1" up to 2".....	Nil	5%
- more than 2" up to 4".....	Nil	10%
- more than 4".....	Nil	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 member shall be treated as loss of member. 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.

## PART 6 - GENERAL CONDITIONS

This Policy and the Schedule shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

### 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.

### 2 NOTICE

Every notice or statement to be given or made under this Policy by the Insured or the Insured's legal personal representative shall be delivered in writing to the Head Office or any Branch Office of the Company.

### 3 POLICY RENEWAL

The Company shall not be bound to accept any renewal of this Policy nor to give notice that such is due and the Company may cancel this Policy by giving fourteen days notice by Registered Letter at the Principal's last known address as to the Company and in such event the Company will return to the Principal on demand only a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled at any time by the Principal giving fourteen days' notice to the Company and in such event the Principal shall be entitled to a return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force. Notwithstanding the foregoing when the premium has been calculated upon any estimates furnished by the Principal the premium to be retained by the Company in the event of this Policy being cancelled will be adjusted in accordance with the provisions of Condition 4 of this Policy for the period the Policy has been in force, subject in the event of cancellation by the Principal to the application to the application of the Company's Short Period Rates.

### 4 CHANGE OF ADDRESS OR PARTICULARS

The Insured shall give immediate notice to the Company of any change in his name, residence, business or occupation. The Insured shall also give 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 PREMIUM ADJUSTMENT

If the premium for this Policy has been calculated on any estimates furnished by the Principal, the Principal shall keep on accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Principal shall within one month from the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or to the principal as the case may be.

### 6 ASSIGNMENT

The Company shall (unless benefit under the Policy has been assigned to another and such assignment has been accepted by the Company) be entitled to treat the Principal as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the principal or of the principal's legal representative(s) alone shall be an effectual discharge.

### 7 MISREPRESENTATION/FRAUD

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.

### 8 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 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.

### 9 ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent of any right of action against the Company. If the Company shall disclaim liability to the Principal or Insured Persons for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 10 AGE LIMIT

All Insured Persons shall not be less than sixteen (16) years of age or more than sixty-five (65) years of age unless stated as otherwise in the Policy

11 **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 payment under this Policy.

12 **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 discharge from hospital.

13 **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.

14 **TERMINATION OF INSURANCE**

(a) **Termination 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 earlier. In the event premium has been paid for, the Company will return short period portion of the premium according to the Short Period Table for the unexpired part of the Period of Insurance. 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	
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

(b) **Termination 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.

**PART 7 – PREMIUM WARRANTY**

The premium due under this contract of insurance must be paid to AmGeneral Insurance Berhad within 60 days from the risk inception date failing which the contract is automatically cancelled. For further details, please refer to the Premium Warranty Clause as printed below.

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer 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 rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the insurer, the payment shall be deemed to be received by the insurer 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 insurer.

Subject otherwise to the terms, conditions and exclusions of this policy.