

## FAMILY LIABILITY INSURANCE

### INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

### MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

*The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.*

### BRANCH NETWORK / RANGKAIAN CAWANGAN

#### The Pacific Insurance Berhad (91603-K)

40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)  
Website: [www.pacificinsurance.com.my](http://www.pacificinsurance.com.my)

#### **NORTHERN REGION KAWASAN UTARA**

##### **Alor Setar**

No 15, Ground & First Floor,  
Kompleks Perniagaan Long Island  
Trade Centre,  
Seberang Jalan Putra, Mergong,  
05150 Alor Setar, Kedah  
Tel : 04 - 732 4377  
Fax : 04 - 731 5869

##### **Penang**

A-3-7 & 8, Vantage Desiran Tanjung  
10470 Tanjung Tokong,  
Penang  
Tel : 04 - 893 1757  
Fax : 04 - 893 0147

##### **Ipoh**

No 12 & 12A, Persiaran Greentown 1,  
Pusat Perdagangan Greentown,  
30450 Ipoh, Perak.  
Tel : 05 - 241 9933  
Fax : 05 - 241 9393

##### **Taiping**

31 Jalan Medan Taiping 2  
Medan Taiping  
34000 Taiping, Perak  
Tel : 05 - 806 3388  
Fax : 05 - 806 2666

#### **CENTRAL REGION KAWASAN TENGAH**

##### **Petaling Jaya**

Wisma MCIS, Level B1 & Level 3A  
Tower 2, Jalan Barat,  
46200 Petaling Jaya,  
Selangor.  
Tel : 03 - 7453 8222  
Fax : 03 - 7453 8111

##### **Klang**

No. 42, Pelangi Avenue,  
Jalan Kelicap 42A/KU1,  
41050 Klang, Selangor.  
Tel : 017-4749481/017-7731678  
Fax : 03 - 26338411

#### **EAST COAST PANTAI TIMUR**

##### **Kuantan**

Ground Floor,  
B36 Lorong Tun Ismail 11,  
Jalan Tun Ismail 1,  
25000 Kuantan, Pahang  
Tel : 09 - 514 2882  
Fax : 09 - 514 2953

#### **SOUTHERN REGION KAWASAN SELATAN**

##### **Seremban**

Lot 2, Jalan Era Square 2,  
Era Square,  
70200 Seremban, Negeri Sembilan.  
Tel : 06-767 5066  
Fax : 06-767 5068

##### **Melaka**

Lot 20,  
Jalan Kota Laksamana 3/14,  
Pangsapuri Kota Laksamana,  
75200 Melaka  
Tel : 06 - 288 8710  
Fax : 06 - 288 8721

##### **Johor Bahru**

G-01-07, Komersial Southkey Mozek,  
Persiaran Southkey 1, Kota Southkey,  
80150 Jphor Bahru, Johor.  
Tel : 07 - 338 3365  
Fax : 07 - 338 4438

#### **EAST MALAYSIA MALAYSIA TIMUR**

##### **Kota Kinabalu**

No 8, 2nd Floor, Jalan Pantai  
88827 Kota Kinabalu, Sabah  
Tel : 088 - 233 292  
Fax : 088 - 232 195

##### **Kuching**

C149 & C249, Ground Floor & First Floor,  
L2116, 4422, 7029 & 7030, Jalan Pending  
Icom Square Block C,  
93450 Kuching, Sarawak  
Tel : 082 - 552 421  
Fax : 082 - 552 402

## IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

## OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

## COMPLAINTS PROCEDURES

### Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Fax: +603-2633 8998  
E-mail: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

### Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Director  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10992  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Fax: +603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(For claims matters only)

## NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendorsan atau perubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang perubahan atau pindaan, sila beritahu kami dengan segera untuk pembedulan yang sewajarnya.

## PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera dibelakang) untuk melayan keperluan anda.

## TATACARA ADUAN

### Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari lamansesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Faks: +603-2633 8998  
Emel: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan. Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

### Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Pengarah  
Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10992  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Emel: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman Perkhidmatan Kewangan (OPK)  
(Dahulu dikenali sebagai Biro Pengantaraan Kewangan)  
Tingkat 14, Blok Utama  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Faks: +603-2272 1577  
Emel: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(Berkenaan hal-hal tuntutan sahaja)

# FAMILY LIABILITY INSURANCE

This is your **Family Liability Policy**. Please read it carefully and if incorrect, to immediately return it to us for alteration.

**This Policy comprises** this document and the Schedule.

**The written proposal and declaration** submitted by you forms the basis of this contract of insurance under this Policy.

**This Policy provides** indemnity against liability arising from **accidents** occurring anywhere in the World during the period of insurance.

**Provided** that you have paid or agreed to pay the premium as stated in the Schedule, and subject to the Terms, Exceptions, Limits and Conditions of this Policy,

If you become legally liable to pay compensation for

- a) accidental bodily injury to or death or illness of any person
- b) accidental loss of or damage to property

we will pay those moneys on your behalf, and in the event of your death on behalf of your legal personal representative, including legal expenses recovered by any claimant against you and/or incurred by you with our written consent.

Our total aggregate liability under this Policy including any endorsements hereto (inclusive of all legal expenses) in respect of or arising out of all occurrences on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule.

For the purpose of this Policy, the following definitions apply.

## TERMS

## DEFINITIONS

<b>WE/ US/ OUR</b>	:	The Pacific Insurance Berhad
<b>YOU/ YOUR</b>	:	The person named as the Insured in the Schedule and for the purpose of this insurance shall include any of his family members residing with him.
<b>ACCIDENT</b>	:	An event or happening which is unexpected or unintended.
<b>EMPLOYEES</b>	:	Any person under a contract of service or apprenticeship with you.
<b>VESSEL OR CRAFT</b>	:	Any vessel craft or thing made or intended to float on or in or travel on or through water or air.

## EXCEPTIONS

We will not pay compensation in respect of:

1. judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia, Singapore and Brunei.
2. liability which you have assumed by agreement or contract for which you would not be legally liable.
3. injury to any person who is a member of your family.
4. injury to your employees.
5. loss of or damage to your property or to property in you or your servant's or agent's charge or under your or your servant's or agent's control.
6. injury or damage caused by or in connection with or arising from
  - a) the ownership or tenure or possession or use of any land or building by or on your behalf other than a dwelling (including outhouses) occupied by you solely as a private residence.
  - b) the ownership or possession or custody by or on your behalf of any motor cycle, motor vehicle, horsedrawn carriage, vessel or craft (other than a row boat) or animal (other than a horse, dog or cat) or firearms of all types.
  - c) your business, profession or occupation.
  - d) the carrying out of any alterations additions repairs or decorations.
7. liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military, or usurped power, terrorism, strike riot or civil commotion.
8. liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

## PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by us 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 we shall be entitled to the pro rata premium on the period we have been on risk. Where the premium payable pursuant to this warranty is received by our authorised agent, the payment shall be deemed to be received by us 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 authorised to receive such premium shall lie on us.

## CONDITIONS

### 1. COMPLIANCE WITH POLICY TERMS

Our liability is conditional upon you (or in the case of your legal personal representatives, in so far as they apply) complying with the terms and conditions of this Policy.

### 2. CLAIMS PROCEDURE

In the event of any occurrence which may give rise to a claim for indemnity under this Policy:

- (a) you must notify us in writing immediately. Every letter claim writ summons and process must be sent to us immediately and unacknowledged.
- (b) you must not repudiate liability negotiate or make any admission offer promise or payment without our written consent.
- (c) you shall give all information and assistance as we may require.

### 3. INSURER'S RIGHTS

- (a) We shall be entitled, if we so desire, to take over and conduct in your name the defence or settlement of any claim at our discretion.
- (b) We may at any time in the case of any accident pay to you the Limit of Indemnity after deducting any sum or sums already paid or any lesser amount for which the claim or claims arising from such accident can be settled and we shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of such payment.

### 4. NON-CONTRIBUTION

If at the time of any claim arising under this Policy there is any other insurance covering the same liability we shall not be liable to pay under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected.

### 5. RENEWAL

We shall not be bound to renew this Policy or to send any notice of the renewal premium becoming due.

### 6. CANCELLATION

- (a) You may cancel this Policy at any time by notifying us in writing and, provided that no claim has arisen during the then current period of insurance, we will refund you any premium for the unexpired period of insurance calculated at our usual short-term rates.
- (b) We may cancel this Policy at any time by giving you seven (7) days' notice by Registered Letter at your address last known to us. Upon cancellation of the Policy, we will refund to you a proportionate part of the premium corresponding to the unexpired period of insurance.

### 7. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by you and us. If there is no agreement on a single Arbitrator, then two Arbitrators are to be appointed in writing, one by you and the other by us, within one calendar month of the disagreement. In case of disagreement between the Arbitrators, an Umpire is to be appointed by the Arbitrators in writing before hearing the reference. Any suit by you against us on the Policy for whatever reason can only be made subsequent to an Award by the Arbitrator or Arbitrators and/or Umpire.

### 8. ABANDONMENT

If we disclaim liability for any claim, you must refer the claim to arbitration as provided under Condition 7 within twelve (12) calendar months from the date of our disclaimer. If you do not do so then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

## CLAIMS DOCUMENT REQUIRED

To enable claims to be dealt with promptly, you or your legal personal representatives are advised to submit the following documents without delay.

- (a) Claim form (duly completed and signed)
- (b) Police Report (if required)
- (c) Any correspondence / letter of demand received from the third party claimant