

PACIFIC BIRDIE PLUS GOLFERS INSURANCE POLICY

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact The Pacific Insurance Berhad or PIDM (visit www.pidm.gov.my).

Manfaat-manfaat yang dibayar di bawah sijil/polisi/produk yang layak adalah dilindungi oleh PIDM sehingga had perlindungan. Sila rujuk Brosur Sistem Perlindungan Manfaat Takaful dan Insurans PIDM atau hubungi The Pacific Insurance Berhad atau PIDM (layari www.pidm.gov.my).

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

Co. Reg (New) 198201011878 (Old: 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

Website: 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 1077

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 8221

Klang

No. 42, Pelangi Avenue,
Jalan Kelicap 42A/KU1,
41050 Klang, Selangor.
Tel : 03 - 3341 0115
Fax : 03 - 3341 0103

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 Johor Bahru, Johor.
Tel : 07 - 338 3365
Fax : 07 - 336 4441

EAST MALAYSIA MALAYSIA TIMUR

Kota Kinabalu

Unit B-0-5, Ground Floor,
Blok B, Karamunsing Capital,
88300, 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

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
- (b) Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Level 14, Main Block
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
General Line: +603 2272 2811
Website: www.fmos.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 pengendoursan 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 di belakang) 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 laman sesawang 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

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
- (b) Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)
(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)
No Syarikat: 200401025885
Tingkat 14, Blok Utama
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603 2272 2811
Laman Sesawang : www.fmos.org.my
(Berkenaan hal-hal tuntutan sahaja)

PACIFIC BIRDIE PLUS GOLFERS INSURANCE POLICY

This is your **PACIFIC Birdie Plus Golfer's Policy**. Please read it carefully and, if incorrect, immediately return it to us for alteration. Your Golfer's Policy is a contract of insurance between you and us and it 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.

Provided that you have paid or agreed to pay the premium as stated in the Schedule, we will cover you against the contingencies set out in this Policy and occurring during the period of insurance, but subject to the Terms and Exclusions and Conditions which follow.

DEFINITIONS

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

WE/US/OUR : The Pacific Insurance Berhad
YOU/YOUR : The person (not being a professional golfer) named as the Insured in the Schedule.
ACCIDENT : An event or happening which is unexpected or unintended.

SECTION I – LIABILITY TO THE PUBLIC

This Section provides indemnity against liability arising from accidents occurring on any recognised golf course in the World. If you become legally liable to pay compensation for

- accidental bodily injury to or death of any person
- accidental loss of or damage to property caused by you whilst and as a consequence of playing or practising golf.

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

Our liability under this section for all compensation payable in respect of any one incident shall not exceed the sum of RM750,000.

Exclusions to Section I

We will not pay compensation in respect of

- judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia, Singapore and Brunei.
- liability which you have assumed by agreement or contract which you would not be legally liable
- injury to any person who is a member of your family.
- injury to any person under a contract of service or apprenticeship with you. This exclusion shall not apply to a person casually engaged by you solely for his services as a caddie.
- loss of or damage to your property or to property in your charge or under your control.

SECTION II – PERSONAL ACCIDENT

If you suffer Bodily Injury caused solely by Accident whilst you are on any golf course for the purpose of playing golf, and which injury shall solely and independently of any other causes results in your death or disablement, we will pay the Benefits set out below.

THE BENEFITS		AMOUNT PAYABLE
1.	Death	RM 50,000
2.	Total and permanent loss of all sight in both eyes	RM 50,000
3.	Total loss by physical severance at or above wrist or ankle of both hands or both feet or of one hand and one foot	RM 50,000
4.	Total loss by physical severance at or above wrist or ankle of one hand or one foot together with the total and permanent loss of all sight in one eye	RM 50,000

5.	Total and permanent loss of all sight in one eye	RM 50,000
6.	Total loss by physical severance at or above wrist or ankle of one hand or one foot	RM 50,000
7.	Temporary total disablement from engaging in or attending to usual business for a period not exceeding 104 weeks from commencement of the disablement	RM 100.00 per week

Limitations as to payment of Benefits

- We will not pay the benefits unless you have obtained and complied with proper medical advice from a duly qualified medical practitioner as soon as possible after sustaining the injury.
- We will not pay the benefits:
 - under Benefits 1 to 6 unless the death or loss takes place within twelve (12) calendar months from the date of the accident.
 - under Benefit 7 unless the disablement takes place within twenty days from the date of the accident.
 - under Benefit 7 until the total amount thereof has been ascertained and agreed.
- We will not pay for more than one of the aforesaid Benefits 1 to 7 in respect of any one accident. After we have paid a claim under any one of the Benefits, this Section shall be automatically cancelled.

Exclusions to Section II

- We will not cover you against any occurrence directly or indirectly caused by or resulting from:
 - HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variations thereof,
 - any pre-existing physical or mental defect; diseases or sickness of any kind; parasitic, bacterial or viral infection; pregnancy or childbirth,
 - intentional self-injury; suicide or attempt thereat while sane or insane.

SECTION III - GOLFING EQUIPMENT

If your golfing equipment (including clubs, bags and caddie cars) is lost or damaged by any accident or misfortune at any recognised golf course or in transit thereto or there from we will indemnify you against such loss or damage up to an amount not exceeding

- RM 350.00 in respect of any one golf club,
- RM 5,000.00 in respect of all loss or damage occurring during any one period of insurance.

SECTION IV - PERSONAL EFFECTS

If your personal effects (not being property insured under Section III) are lost or damaged by any accident or misfortune at any recognised Golf Club we will indemnify you against such loss or damage up to an amount not exceeding RM5,000.00 during any one period of insurance

Basis of Settlement - Applying to Sections III and IV

We will at our option

- pay in cash the amount of the loss or damage to your golfing equipment and/or personal effects, or
- pay the cost of repairs to your golfing equipment and/or personal effects, or
- restate or replace your golfing equipment and/or personal effects.

Exclusions to Sections III and IV

We will not cover you against loss or damage

- arising from wear and tear or gradual deterioration
- to golf balls in play
- to golfing equipment left in a motor vehicle overnight
- to watches, jewellery, trinkets, field-glasses and other glasses, cameras, portable radio and/or audio/visual sets, money, securities, stamps and motor vehicles and accessories.

SECTION V - INDEMNITY FOR A 'HOLE IN ONE'

If you hole out in one' whilst playing golf at any recognised golf course and by local tradition you are required to extend your hospitality to members in the club, we will pay to you a sum of

- a) RM 750.00 during normal days.
- b) RM 2,000.00 during competition sanctioned by the golf club.

SECTION VI – MEDICAL EXPENSES FOR GOLF CADDY

If a person who is casually engaged by you solely for his services as a caddie suffers accidental bodily injury arising out of and in the course of his services to you and you are required to pay for his medical expenses, we will, subject to presentation of original Medical Bills, reimburse you for the cost of medical, surgical and hospital expenses necessarily and reasonably incurred and expended up to an amount not exceeding the sum of RM500.00 per accident.

GENERAL EXCLUSIONS – APPLYING TO THE WHOLE POLICY

This Policy does not cover any occurrence directly or indirectly caused by or resulting from:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military or usurped power or terrorism.
2. nuclear weapons material, ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel. For the purposes of this exclusion combustion shall include any self-sustaining process of nuclear fission.

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 can apply) complying with the terms and conditions of this Policy.

2. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract 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.

3. FRAUD

We reserve the right not to pay any benefits/indemnity or cancel this Policy or do both if any claim made is fraudulent or exaggerated.

4. REASONABLE CARE (APPLYING TO SECTIONS III AND IV)

You must take all reasonable care to safeguard and maintain your property in efficient condition and we shall have at all times free access to examine such property.

5. CLAIMS PROCEDURES

5.1 Section I - Liability to Public

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

- 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 us all information and assistance as we may require.
- d) 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 not be liable further in respect of such accident except for the payment of legal expenses incurred prior to the date of such payment.

5.2 Section II - Personal Accident

In the event of a claim under Section II:

- a) you or your legal personal representatives must notify us within fourteen (14) days after the happening of the accident, and complete our usual claim form and furnish us with all information which we may reasonably require.
- b) you must give us at your own expense all medical and other certificates and evidence which we may reasonably require to assess the claim.
- c) you must undergo any medical examination which we may require in order to assess the claim, and which we shall arrange at our expense, and you must attend any such examinations during such period or periods as we may reasonably require.
- d) we shall be entitled at our expense to conduct any post mortem examination.

5.3 Sections III and IV - Golfing Equipment and Personal Effects

In the event of a claim under Sections III and/or IV you must

- a) in the case of burglary, housebreaking, larceny or theft give immediate notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property.
- b) in all cases notify us in writing immediately, and complete our usual claim form and furnish with all information which we may reasonably require
- c) supply at your own expense all such detailed proofs, original bills or invoices and police report which we may reasonably require to assess the claim.

We will not be liable to pay for any loss or damage not notified to us within thirty days after the event.

5.4 Section V - Indemnity for a 'Hole in One'

In the event of a claim under Section V

- a) you must notify us in writing immediately and in any case not exceeding thirty days after the event, and complete our usual claim form.
- b) you must give to us at your own expense a letter of confirmation certified by the Club Secretary, score card and other evidence which we may reasonably require to assess the claim.

5.5 Section VI - Medical Expenses to Caddie

In the event of a claim under Section VI

- a) you must notify us in writing within fourteen (14) days after the happening of the accident, and complete our usual claim form and furnish us with all information which we may reasonably require.
- b) you must give to us at your own expense all medical report and other certificates and evidence which we may reasonably require to assess the claim.

6. OTHER INSURANCE

If at the time of any claim arising under this Policy there is any other insurance covering the same risk or any part thereof, we shall only pay our rateable proportion of such claim. This exclusion shall not apply to Section II of this Policy

7. SUBROGATION

We shall be entitled if we so desire to take over and conduct at our own expense in your name the defence or settlement of any claim or to prosecute in your name for our benefit any claim for indemnity or damages or otherwise at our absolute discretion and you shall give all such information and assistance as we may require.

8. RENEWAL

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

9. 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' written 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.

10. ARBITRATION

All differences arising out of this Policy shall be deferred 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.

11. ABANDONMENT

If we disclaim liability for any claim, you must refer the claim to arbitration as provided under Condition 10 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.

The following Endorsement is included under this Policy if specified in the Schedule.

ENDORSEMENT NO: AG1 EXTENSION TO INCLUDE FAMILY MEMBERS

In consideration of the payment of additional premium, this Policy is extended to your family which includes:

- a) your legal spouse
- b) your legitimate children including step children or legally adopted children below the age of 21 years old who are dependent on you for support and maintenance.

For the purpose of this extension, the definition of "you/your" shall also include your family.