

#### The Pacific Insurance Berhad

Co. Reg (New) 198201011878 (Old: 91603-K) 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 Website: www.pacificinsurance.com.my

## PA PRO 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 <a href="https://www.pidm.gov.my">www.pidm.gov.my</a>).

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 <a href="www.pidm.gov.my">www.pidm.gov.my</a>).

#### 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: <a href="https://www.pacificinsurance.com.my">www.pacificinsurance.com.my</a>

#### 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

#### lpoh

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

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 bureaus:

(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: <a href="mailto:bnm.gov.my">bnmtelelink@bnm.gov.my</a>

(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: <a href="https://www.fmos.org.my">www.fmos.org.my</a> (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 pengubahan 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 pengubahan atau pindaan, sila beritahu kami dengan segera untuk pembetulan yang sewajarnya.

## PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelangan 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

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

#### 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 mengakhirkan 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: <u>bnmtelelink@bnm.gov.my</u>

(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 : <u>www.fmos.org.my</u> (Berkenaan hal-hal tuntutan sahaja)



# **PA PRO Insurance Policy**

#### NOTICE:

This policy is written in English and Bahasa Malaysia. In the event of any conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

#### A. Consumer Insurance Contracts

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

#### B. Non - Consumer Insurance Contracts

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

## INTRODUCTION

Welcome to the The Pacific Insurance Berhad PA PRO Policy Wording.

By a proposal and declaration which together with all statements made by **You** in writing will be the basis of this contract and is deemed to be incorporated herein, **You** have applied to **The Pacific Insurance Berhad**, for the insurance in respect of each Insured Person named or described in the Policy Schedule.

In consideration of the payment of premium and subject to the definitions, limitations and general provisions contained, endorsed, or attached to this **Policy**, **We** hereby insure the Insured Person and promise to pay indemnity for loss to the extent provided under this Policy. The period of insurance will be as stated in the **Policy Schedule**, at the place where the Policy was issued.

This document contains **Your** insurance Policy Schedule, **Policy** terms, **Benefits**, general conditions and exclusions. It is important that **You** carefully read and understand this **Policy Wording** and keep **Your Policy Wording** and **Policy Schedule** in a safe place in case **You** need to refer them in the future.

This Policy is issued by The Pacific Insurance Berhad.

## DEFINITION

We use certain words in this Policy which have a specific meaning as stated below. These words appear in the Policy, Policy Schedule or any endorsements and are shown in bold type.

Accident shall mean 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.

Acquired Immune Deficiency Syndrome or AIDS shall have the meaning assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a zero-positive test for HIV.

Act of Terrorism shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Act of Terrorism. Act of Terrorism also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.

Age shall mean Your age as on last birthday.

Chinese Doctor shall mean a registered herbalist, acupuncturist and bonesetter licensed to practice chinese medicine under applicable laws and acting within the scope of his/her license and training. The attending Chinese Doctor must not be You; or Your business partner or Your employee; or a person who is related to You in any way.

**Disability or Disablement** shall mean each of, or any of, the Permanent Disablement that results solely, directly from an Injury and independently of all other cause and which occurs within 365 days of the Accident in which such **Injury** was sustained.

**Doctor** shall mean a qualified and registered medical practitioner licensed to practice western medicine under applicable local laws and acting within the scope of his/her licensing and training. The attending **Doctor** must not be **You**, **Your** Immediate **Family Member**, **Your** business partner, **Your** employer or employee.

Effective Date means the commencement or reinstatement date of insurance as specified in the Policy Schedule or endorsement in respect of the Insured Person.

Hospital means a place that holds a valid license (if required by law); operates primarily for the care and treatment of sick or injured persons; has a staff of one or more Doctors available at all times; provides 24-hour nursing service and has at least one registered professional nurse on duty at all times; has organized diagnostic and surgical facilities, either on premises or in facilities available to the Hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment centre.

**Hospitalization** or **Hospitalized** shall mean admission in a **Hospital** as a registered patient and upon the recommendation of a **Doctor**, the stay is extended beyond 8 hours or overnight and for which the **Hospital** makes a charge for room and board to **You** for the treatment of **injury** or **Illness**.

Injury shall mean bodily Injury caused by an Accident solely and independently of any other causes within 365 days from the date of such Accident.

Illness shall mean a physical condition marked by a pathological deviation from the normal healthy state.

Implant(s) are medical devices or tissues that are placed inside or on the surface of the body.

**Medical Expenses** shall mean the necessary and reasonable expenses incurred within 365 days of sustaining Injury and paid by **You** to a **Doctor** or **Chinese Doctor**, **Hospital** and/or service for medical, surgical, X-ray or nursing treatment including the cost of medical supplies and ambulance hire.

All treatment and services including medicines must be customary for the treatment of the condition You have and cannot be experimental or elective.

**Medically Necessary** Means those services or supplies which are provided by **Hospital**, **Doctor** or other approved Provider that are required to identify or treat a Disability and which, are determined by being:

- a) Consistent with the symptom, or diagnosis and treatment of any Illness contracted or Injury sustained; and
- b) Appropriate with regard to standards of accepted professional practice; and
- c) Not solely for the Insured's convenience, the **Doctor**'s convenience or any other Provider's convenience; and
- d) The most appropriate supply or level of service which can be provided.

**Mountaineering** shall mean the ascent or descent of a mountain ordinarily necessitating the use of specified equipment including but not limited to crampons, pickaxes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

Overseas shall mean beyond the territorial limits of Malaysia.

Permanent shall mean lasting twelve (12) consecutive calendar months from the date of Injury and at the expiry of that period being beyond any reasonable hope of improvement.

Policyholder shall mean the person who purchased the Policy and as specified in the Policy Schedule.

Policy Schedule shall mean the document issued as proof of insurance which gives details such as, but not limited to, Insured Person(s), Policy period, Benefits, premiums, limits of liability, Deductibles, attached to and forming part of the Policy and duly signed by Us.

**Pre-Existing Condition** shall means any condition which the **Insured Person** received or is receiving medical care, advice for treatment, diagnosis, consultation or prescribed drugs within 365 days preceding the date that the Insured Person became insured under this **Policy**, or a condition for which medical advice or treatment was recommended by a **Doctor** within 365 days preceding the date that the Insured Person became insured under this Policy

Principal Sum Insured shall mean the basic sum insured according to the type of plan purchased.

**Professional Sports** shall mean any sport for which **You** receive, as a result of **Your** direct participation in the sport, any fee or financial reward which is Your primary source of income.

Reasonable and Customary Medical Expense shall mean charges for treatment, supplies or medical services which are medically necessary to treat Your condition and do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality, for a person of similar gender and age, and for a similar Disability where the expense is incurred and does not include charges that would not have been made if no insurance existed. All the treatment should be prescribed by a **Doctor**.

Retiree(s) shall mean individual(s) who has stopped working in regular paid employment and not gainfully employed at the time of accident.

Strike shall mean any organized, willful refusal by any worker or employee to continue working to register a protest, or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of such act.

Snatch theft means the act of forcefully stealing from the Insured and taking away the Insured's bag(s) and fleeing the same either by running, riding, or pillion riding a motor vehicle.

**Total Disablement** means Injury of a Permanent nature which solely and directly totally disables and prevents an Insured Person from attending to any business or occupation (of any and every kind) or if he has no business or occupation, from attending to his usual duties.

War shall mean war and any war like activities, whether declared or not, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means The Pacific Insurance Berhad.

You/Yours/ Insured person(s) means the Policyholder or any person insured under the Policy as listed in the Policy Schedule.

## **TABLE OF BENEFITS**

Plan	Occupation Classification	Principal Sum Insured (RM)	Medical Expenses Per Accident (RM)	Daily Hospital Income (RM)	Personal Liability (RM)	Weekly Benefits (RM)
1	1, 2 & 3	100,000	5,000	80 per day	150,000	75 per week
2	1, 2 & 3	300,000	7,500	100 per day	450,000	150 per week
3	1 & 2 Only	500,000	9,000	175 per day	750,000	250 per week
4	1 & 2 Only	750,000	10,000	200 per day	1,125,000	375 per week
5	1 & 2 Only	1,000,000	11,000	225 per day	1,500,000	500 per week

## **DESCRIPTION OF BENEFITS**

## **ITEM COVERED**

#### 1. PRINCIPAL SUM INSURED

(a) Death

Pays the Principal Sum Insured in the event of accidental death occurring within twelve calendar months (12) following the accident.

(b) Permanent Disablement

Pays the percentage of Principal Sum Insured as provided in the Permanent Disablement Schedule of Compensation.

PERMANENT DISABLEMENT SCHEDULE PERMANENT DISABLEMENT Percentage of PERMANENT DISABLEMENT Percentage of								
PERMANENT DISABLEMENT		Percentage of		PERMANENT DISABLEMENT				
	n twelve calendar months of	Principal Sum		(occurring within twelve calendar months of the				
the accident)		Insured		accident)				
Loss of two limbs		100%	Loss of ring	Three phalanges	6%			
Loss of both hands or of all fingers and both thumbs		100%	finger	Two phalanges	5%			
Loss of sight of both eyes		100%		One phalanx	3%			
	o, oc	.0070	Loss of little	Three phalanges	5%			
Total Paralysis		100%	finger	Two phalanges	4%			
Injuries resulting in being permanently		100%	90.	One phalanx	3%			
bedridden		.0070	Loss of	First or second (additional)	4%			
Any other injury causing permanent total disablement		100%	metacarpals	Third, fourth or fifth (additional)	3%			
Loss of arm at she	oulder	100%	Loss of toes	all	20%			
	een shoulder and elbow	100%	2000 01 1000	Great, both phalanges	8%			
Loss of arm at elb		100%		Great, one phalanx	3%			
Loss of arm between elbow and wrist		100%		Other than great, if more than One	2%			
Loss of arm at wri		100%		toe lost, each				
Loss of leg	At hip	100%	Permanent loss of	Permanent loss of speech & hearing in both ears				
	Between knee and hip	100%	Loss of hearing	Both ears	75%			
	Below knee	100%		One ear	25%			
Eye: Loss of	Whole eye	100%	Loss of speech		50%			
,	All sight in one eye	100%	Shortening of	More than 1" up to 2"	2.5%			
	All sight in one eye, except	50%	arm	More than 2" up to 4"	5%			
	perception of light			More than 4"	12.5%			
	1 1		Shortening of	More than 1" up to 2"	5%			
	Lens of one eye	50%	leg	More than 2" up to 4"	10%			
Loss of four fingers		40%		More than 4"	25%			
Loss of thumb	Both phalanges	30%	Permanent	Impotency (males, up to 60 years	10%			
	One phalanx	15%	disablement	of age only)				
Loss of index	Three phalanges	15%	to genitalia	Infertility (females, up to 50 years	10%			
finger	Two phalanges	10%		of age only)				
ŭ	One phalanx	5%		<b>3</b> ,,				
Loss of middle	Three phalanges	8%						
finger	Two phalanges	5%						
<b>3</b> -	One phalanx	3%						

Where the injury is not specified, We reserves the right to adopt a percentage of disablement which, in Our opinion, is not inconsistent with the provisions of the above Schedule.

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 of a total of 100% having been paid during the period of this Policy, all insurance herein shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

#### 2. MEDICAL EXPENSES

We will reimburse the Insured Person for Medical Expenses incurred by the Insured Person as a result of an accident. This benefit is also extended to cover Medical Expenses incurred by the Insured Person as a result of the Insured Person having contracted Dengue Fever, Malaria or Japanese Encephalitis (JE). The maximum liability of the Company arising out of any one accident/disability shall not exceed the amount specified in the Table of Benefits.

Medical Expenses shall include expenses incurred for hospital (including Room and Board), clinical, medical and surgical

treatments, Sinseh or Traditional Treatments\* and the cost for obtaining Medical/Specialist/Post-mortem Reports\*\*

\* Sinseh or Traditional Treatment

We will reimburse the cost of Sinseh or Traditional Treatment including medicine incurred by the Insured Person as a result of an accident up to RM40 per visit and up to RM400 per accident.

\*\* Fees for Medical/Specialist Report and/or Post-mortem Report

We will reimburse the actual cost in full as part of the Medical Expenses Benefit but only if such reports are specifically required by the Company for its processing of claims.

Compensation under the Medical Expenses Benefit shall be payable only if such medical or surgical treatment is rendered to the Insured Person by a qualified Medical Practitioner or a Sinseh within two (2) years after the date of accident, provided that the first expense is incurred within twenty-six (26) weeks after the date of accident. This benefit is only payable if the Insured Person furnishes Us with original medical bills issued by a qualified Medical Practitioner or a Sinseh.

For any benefits to be paid under the Cashless Hospital and Discharge Benefits, it is a proviso that a police report must be made by the Insured Person or his/her legal representative within twenty-four (24) hours subsequent to the accident.

#### 3. DAILY HOSPITAL INCOME

In the event the Insured Person requires hospitalisation as a result of an accident the Company will pay a daily benefit as specified in the Table of Benefits for the period of hospitalisation, up to a maximum of one hundred and eighty (180) days any one Period of Insurance . Daily compensation under this benefit is payable only if the Insured Person is hospitalized within twenty-one (21) days of the date of accident. This benefit is only payable if the Insured Person is hospitalized for more than twelve(12) hours. Successive periods of hospital confinement due to the same cause shall be considered as one accident.

#### 4. PERSONAL LIABILITY

We will indemnify the Insured Person up to the amount specified in the Table of Benefits if the Insured Person shall become legally liable to pay to third parties in respect of accidental bodily injury or accidental damage to property. The territorial limit and jurisdiction of this benefit is within Malaysia only. In the event that any claim is proven to be fraudulent after payment is made, We will recover/retrieve all payments made in respect of that fraudulent claim. We further reserves the right to take any further action, including legal action against the claimant in such case.

Under the Personal Liability benefit, We will, subject to the limit of liability stated in the Table of Benefits, indemnify the Insured Person in respect of:

- (a) All sums the Insured Person shall become legally liable to pay for compensation in respect of:
  - Accidental bodily injury to any person
  - Accidental damage to property
- (b) All costs and expenses in litigation:
  - Recovered from the Insured Person by any claimant or claimants
  - Incurred with the written consent of Us in respect of a claim against the Insured Person, for compensation to which the indemnity expressed in this Policy applies.

We will not pay more than the amount stated in Table of Benefits during any one period of insurance.

In the event of the death of the Insured Person, We will in respect of the liability incurred by the Insured Person, indemnify the Insured Person's legal personal representative in the terms of and subject to the limitation of this Policy provided such legal personal representative shall as though they were the Policyholder observe, fulfil and be subject to the terms, exceptions and conditions of the Policy so far as they can apply.

#### 5. WEEKLY BENEFITS

If the Insured Person is totally unable to engage in or attend to his/her profession or occupation due to injury caused by an accident covered under this Policy the Company will pay the Insured Person the amount specified under Weekly Benefits in the Table of Benefits up to a period of fifty-two (52) weeks from the date of accident. This Weekly Benefits is not applicable for Housewife (s), Student(s), Retiree(s) or Unemployed.

Compensation under the Weekly Benefits shall only be payable if such bodily injury shall, within twenty-one (21) days from the date of accident, continuously disable and totally prevents the Insured Person from performing any duties or functions relating to his occupation.

This benefit is only payable if the Insured Person furnishes the Company with original Medical Certificate issued by a qualified Medical Practitioner.

#### 6. DOUBLE INDEMNITY

Benefits for Principal Sum Insured under this Policy will be doubled (excluding Renewal Bonus), if the Insured Person suffers either death or permanent total paralysis from the neck down or permanent total loss/loss of use of two (2) limbs due to an accident:

- (a) whilst travelling as a fare-paying passenger on any mode of public transport, or
- (b) whilst travelling overseas \* as a fare-paying passenger on any mode of public transport.
- \* Travelling overseas in this context would mean the following:
  - If Insured Person is a Malaysian Insured Person is travelling out of Malaysia. If Insured Person also has a permanent residence in another country, then this benefit is only applicable if the Insured Person is travelling out of Malaysia and out of that country in which he/she has permanent residence.
  - If Insured Person is a Malaysian legally employed in a foreign country - Insured Person is travelling out of Malaysia and out of the country in which he/she is employed.

If Insured Person is a non-Malaysian - Insured Person is travelling out of Malaysia and/or out of his/her country of origin.

NOTE: Double Indemnity is applicable for either (a) or (b) above, and not both.

If a claim has been paid under this benefit, all insurance herein shall immediately cease to be in force..

#### 7. BLOOD TRANSFUSION

We will pay the Insured Person 10% of the Principal Sum Insured specified in the Table of Benefits if the Insured Person contracts Human Immunodeficiency Virus (HIV) as a result of a blood transfusion whilst the Insured Person is undergoing medical treatment for injury or illness as a result of an accident during the Period of Insurance in a government or licensed private hospital within Malaysia (Incident) provided that Notification from the Insured Person and supporting proof of the

Incident from the attending Physician or Hospital is submitted to Us.

Compensation under the Blood Transfusion Benefit shall only be payable if the Insured Person is positively diagnosed with Human Immunodeficiency Virus (HIV) within 2 years from the date of the blood transfusion.

# 8. DENTAL CORRECTION AND CORRECTIVE COSMETIC SURGERY

We will reimburse the Insured Person up to RM5,000 in respect of the expenses incurred by the Insured Person for Dental Correction or Corrective Cosmetic Surgery performed on the Insured Person's neck, head or chest (navel up) following injuries sustained as a result of an accident, provided that such Dental Correction and/or Corrective Cosmetic Surgery is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon.

This benefit excludes any dental implant.

#### 9. PERMANENT DISABLEMENT TO GENITALIA

We will pay the Insured Person up to the limits specified in the Permanent Disablement Schedule if the Insured Person suffers impotency (for males up to 60 years of age only) and/or infertility (for females up to 50 years of age only) due to an accident. Such permanent disablement must be certified by a Qualified Specialist Doctor.

#### 10. KIDNAP BENEFIT

We will pay a lump sum of RM5,000 for necessary expenses incurred by the Insured Person 's family to recover the Insured Person and also offer a reward up to RM25,000 for information leading to the recovery of the Insured Person. The payment of this benefit is subject only upon verification and confirmation by the police that a ransom has been demanded by the kidnappers for the return of the Insured Person. Where no demand of ransom has been made, the Company has absolute discretion whether or not to make any payment under this benefit.

The Principal Sum Insured will be paid in full if the kidnapped Insured Person is not recovered after a period of one (1) year from the day of the kidnap. However, if at any time after payment has

been made the Insured Person is released or recovered alive, any principal sum insured paid by Us in settlement of claim shall be refunded to the Company.

#### 11. AMBULANCE FEES

We will reimburse the charges incurred by the Insured Person for necessary ambulance services rendered in Malaysia (inclusive of attendants) to and/or from the Hospital up to RM1,000 provided such Ambulance Fees were incurred as a result of an accident to the Insured Person.

#### 12. FUNERAL EXPENSES

We will pay the Insured Person's legal personal representative RM5,000 as funeral expenses in the event of accidental death of the Insured Person.

#### 13. BEREAVEMENT ALLOWANCE

In the event of the Insured Person's death specifically due to Dengue Fever, Malaria or Japanese Encephalitis (JE), We will pay the Insured Person's legal personal representative, 10% of the Principal Sum Insured specified in the Table of Benefits as a bereavement allowance upon submission of the required documents.

#### 14. RENEWAL BONUS

Upon renewal of Insurance, the Principal Sum Insured for Death and Permanent Disablement shall be increased by 10% per policy year up to 100 % of the Principal Sum Insured regardless of any claims made other than claims for the following:-

- (a) Death;
- (b) Permanent Disablement;
- (c) Double Indemnity.

## 15. PROSTHESES / WHEELCHAIR

In the event the Insured Person suffers permanent disablement due to an accident, We shall reimburse the Policyholder, up to RM1,000, the actual costs of purchasing any of the following medical equipment (including implant(s) either permanent or temporary) provided always that such medical equipment are necessary to assist in the mobility of the Insured Person and are recommended by the attending specialist physician/surgeon:

- (a) wheelchair
- (b) artificial arm or leg
- (c) crutches

# 16. REPATRIATION EXPENSES

We will reimburse the Insured Person's legal personal representative) up to a maximum of RM10,000 for repatriation expenses incurred in sending the Insured Person's mortal remains back to the Insured Person's home country if death is due to an accident whilst travelling outside his/her home country.

The reimbursement of repatriation expenses shall be based on the actual expenses incurred or RM10,000 whichever is lower, for the transportation of the Insured Person's mortal remains back to his/her home country.

# 17. CASHLESS HOSPITAL ADMISSION AND DISCHARGE BENEFIT

In the event the Insured Person requires hospitalisation due to an accident, We will facilitate the Insured Person's admission into a licensed participating local hospital in Malaysia by providing the guarantee required by the hospital up to a maximum of RM3,000. Food and drinks poisoning, Dengue, Malaria or Japanese Encephalitis (JE) are excluded from this cashless admission. Thereafter, We will also facilitate the Insured Person's discharge from the same hospital provided:

- (a) the final bill from the hospital does not exceed the Insured Person's Medical Expenses Benefit stated in the Table of Benefits: and
- (b) all items in the final bill from the hospital are in fact covered under the Medical Expenses Benefit as defined in this Policy. Items that are not covered will have to be borne by the Insured Person.

This Cashless Benefit will only be activated after seven (7) working days from the submission and acceptance of the Insured's Person proposal at any registered office of the Company.

## 18. MISCARRIAGE DUE TO MOTOR VEHICLE ACCIDENT

We will reimburse the Insured person up to RM 1,000 per person per Accident in the event the Insured Person suffers miscarriage as a result of a motor vehicle Accident, whether as a pedestrian, passenger, pillion or driver/rider, provided that Notification from from the Insured Person and supporting proof of the incident from the attending Physician or Hospital is submitted to Us.

#### 19. COMPASSIONATE CARE

We will reimburse the Insured Person RM 200 per week up to RM 1,000.00 for reasonable expenses incurred in travelling and accommodation by one (1) Family Member to take care and/or accompany the Insured Person , during the period of hospitalisation, provided the hospitalisation is a result of an Accident.

# 20. SNATCH THEFT

In the event of Snatch Theft, We will pay RM 300.00 to the Insured Person subject to a police report being lodged. Police report to be made within twenty-four (24) hours of the Snatch Theft occurrence.

Maximum one event any one period of insurance.

#### 21. LOAN PROTECTOR

In the event of accidental death of the Insured Person, the Company shall reimburse the next of kin and/or named nominee(s) and/or beneficiary(s) up to the amount stated in the Schedule for the outstanding revolving line of credit liabilities for credit card, personal loan, overdraft, education loan, housing loan, car loan and renovation loan with any Banks within Malaysia.

Provided the proof of outstanding amount from any licensed financial institutions/banks must be submitted to the Company.

#### 22. HOME NURSING CARE

We will pay the sum specified in the Schedule if the Insured Person require constant nursing or medical attention out of Hospital for more than four (4) consecutive weeks, provided such condition is due to accidental bodily injury and such home nursing care is certified medically necessary by the attending Specialist and service rendered by a qualified and registered nurse.

Home nursing is payable on each month basis up to a maximum of twelve (12) months. No payment shall be made for custodial care, meals, general housekeeping services, companion and personal comfort items

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any form of illness or diseases.

### 23. DAILY FAMILY CARE ALLOWANCE

We will pay a daily benefit with amount as specified in the Schedule for each day to the Insured Person, when hospitalised as a result of an accident, requires one family member to stay overnight to take care of the Insured in the hospital, up to a maximum of 14 consecutive days.

# 24. REHABILITATION/PHYSIOTHERAPY EXPENSE

We will reimburse up to amount stated in the Schedule for any one accident, for rehabilitation and/or physiotherapy expenses necessitated as a result of an accidental bodily injury, provided the Insured Person require the above treatment to restore any ability to perform basic daily activities as certified by a medical practitioner.

## 25. MAJOR BURNS ACCIDENTS

We will pay a lump sum payment of the amount stated in the Schedule in the event the Insured Person sustains an accidental bodily injury during the period of insurance resulting in Major Burns, provided that the diagnosis is certified by a medical practitioner.

Major Burns is defined herein as third or higher degree burns with burnt areas equal to or greater than 10% of the total body surface area of the Insured Person. Third degree burns shall mean the destruction of all layers of the skin (epidermis and dermis) with damage to the tissues beneath.

Specific Exclusion:

The Company will not pay for liability arising directly or indirectly from sunburn, in-door tanning, cosmetic tanning or aesthetics procedure.

# 26. DEATH OR PERMANENT DISABLEMENT DUE TO SNATCH THEFT/ROBBERY

We will pay the Insured Person or their named nominee(s) and/ or next of kin and/or beneficiary(s), as the case may be, the amount as stated in the Policy Schedule, if the Insured Person sustains bodily injury arising from Snatch Theft/Robbery which results in Death or Permanent Disablement within twelve (12) calendar months from the date of occurrence. This benefit is payable in addition to item (1) under Description of Benefits.

# **SPECIAL PROVISIONS**

## **ACCIDENTAL DROWNING OR SUFFOCATION**

This Policy is extended to cover the Insured Person as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

# ANIMAL OR SNAKE BITES, HARMFUL INSECTS OR FOOD POISONING

Unless specifically mentioned herein, this Policy is extended to cover the Insured Person as within mentioned resulting from animal or snake bites, harmful insects (excluding diseases transmitted by mosquito), or food poisoning provided always that this extension does not apply if the event is due to suicide or attempt thereat.

## **AMATEUR SPORTS ACTIVITIES**

This Policy is extended to cover the Insured Person as within mentioned resulting from engaging in indoor or outdoor sports as amateur, provided always that this extension does not apply to any accidents arising out of racing of any kind (other than on foot).

#### COMA

Upon certification by a qualified Medical Practitioner that the Insured Person has been in a coma state for at least one (1) year due to an accident, We will pay 100% of the Principal Sum Insured. However, We have the right to recover the payment made if the Insured Person regains consciousness provided that a deduction be made of 10% of the aforesaid payment for each year the Insured Person was in a coma state.

# **DISAPPEARANCE**

If after a period of one (1) 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 Person, the disappearance of the Insured Person shall be considered to constitute a claim under this Policy and the full Principal Sum Insured shall be payable. However, if at any time after payment has been made the Insured Person is found to be living, any sums paid by Us in settlement of claim shall be refunded to the Company.

# **EXPOSURE**

This Policy covers death or permanent disablement claims caused by exposure to the elements as a result of an accident provided that in the event of death of the Insured Person caused by exposure to the elements, the death is subject to an inquest by which it is found that the Insured Person died of exposure as a result of an accident.

#### **MOTORCYCLING**

This Policy is extended to cover the Insured Person as within mentioned resulting from the Insured Person engaging in motorcycling, provided always that this extension does not apply to any accidents arising out of motorcycle racing, pace-making, reliability trial or speed testing.

# MURDER OR ASSAULT

This Policy is extended to cover the Insured Person as within mentioned resulting from murder or assault provided always that this extension does not apply if the event is due to provocation by the Insured Person.

## STRIKE, RIOT AND CIVIL COMMOTION

This Policy is extended to cover the Insured Person as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not

amounting to the proportion of a popular uprising except in so far as the Insured Person himself is actively participating in which case this extension becomes null and void.

#### **HIJACK CLAUSE**

Subject otherwise to the terms and conditions of the policy, it is hereby agreed that the term 'accident' shall be deemed to include hijack or any attempt thereat and exposure resulting therefrom.

The cover referred to above shall continue whilst the Insured Person is subject to the control of person(s) or their associates making the hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve months from the date of the hijack.

Definitions: hijacking means unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof.

#### HUNTING

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this policy is extended to cover the insured against death and/or disablement as defined in the within policy arising out of any accident whilst the insured is engaged in hunting (excluding big game hunting) provided that this extension shall not apply if the insured is hunting beyond the territorial limits of Malaysia and the Republic of Singapore.

#### SCUBA DIVING ENDORSEMENT

It is hereby declared and agreed that the policy is extended to indemnify the Insured person for accidental death or bodily injury whilst taking part in scuba diving as an amateur sporting activity (up to 50 metres only).

#### **NATURAL PERILS**

it is hereby declared and agreed that the policy is extended to cover accidental death, loss or disablement directly or indirectly caused by natural perils such as earthquake, windstorm, volcanic eruption, flood, lightning, tidal wave, hurricane, cyclone and typhoon.

#### **WATER SPORTS CLAUSE**

This policy is extended to cover death or permanent disablement whilst the insured person is taking part in water sports activities (as amateur only) including yachting and water skiing.

#### POLO PLAYING. BUNGEE JUMPING

This Policy is extended to cover whilst the Insured Person is engaged in polo playing and bungee jumping as an amateur.

# **EXCLUSIONS**

This Policy does not cover death or any injury/disablement directly or indirectly caused by or in connection with any of the following:

- 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;
- insanity, suicide (whether sane or insane), intentional selfinflicted injuries or any attempt thereat;
- any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) Infection. However the named diseases specifically mentioned under Medical Expenses Benefits, Blood Transfusion Benefits and Bereavement Allowance Benefits may be covered under specific circumstances as detailed therein;
- 4. childbirth, miscarriage, pregnancy or any complications thereof;
- provoked murder or assault;
- while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
- 7. while committing or attempting to commit any unlawful act;
- 8. while participating in any professional sports;
- while participating in any aerial sporting activities (such as handgliding, ballooning, parachuting, sky-diving, or similar activities), winter or water sports, ice hockey, the use of bobsleigh luge or skeletons, steeple-chasing, martial arts, boxing, mountaineering requiring the use of ropes, or any other hazardous or dangerous activities or sports;
- racing (other than on foot), pace-making, speed or reliability trials;
- ionisation, radiation or contamination by radioactivity, nuclear weapons material;
- 12. riding/driving without a valid driving license;

#### 13. in respect of Personal Liability cover:

- (a) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person notwithstanding such agreement;
- (b) liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured Person or for compensation claimed from the Insured Person by an injured person or dependent under any Workmen's Compensation Legislation;
- (c) liability in respect of injury to any person who is a member of the Insured Person's own family or a member of the Insured Person's household;
- (d) liability in respect of damage to property belonging to or in the charge or under the control of the Insured Person or of any servant or agent of the Insured Person;
- (e) liability in respect of injury or damage caused by or in connection with or arising from:
  - The ownership or possession or use by or on behalf of the Insured Person of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind.
  - (ii) The ownership or possession or use by or on behalf of the Insured Person of any land or building, or
  - (iii) Any employment, possession or business of the Insured Person or anything done in connection therewith or for the purpose thereof;
- (f) liability for any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, mutiny, popular uprising, strike, riot or civil commotion;
- 14. losses, costs or expenses arising out of or related to, either directly or indirectly, as result from Terrorism when such acts and/or acts of Terrorism involve utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

## **CONDITIONS**

#### AGE LIMIT

The Insured Person shall not be more than eighty (80) 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 only be valid if authorised by Us and endorsed hereon.

# 3. APPLICABLE LAW

This Policy and all rights, obligations and liabilities arising herein, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction hereto.

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy.

# 4. 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. If there is no agreement on a single Arbitrator, then two Arbitrators are to be appointed in writing, one by each of the parties, 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 brought by the Policyholder against Us on the Policy for whatever reason can only be made subsequent to an Award by the Arbitrator or Arbitrators and/or Umpire.

#### 5. CHANGE IN RISK

The Policyholder shall give immediate written notice to Us of any change in his/her name, residence, business or occupation The Insured Person shall also give notice before any renewal of this Policy of any injury, disease, physical defects or infirmity by which the Insured Person has become affected or has knowledge of. No alteration in the terms of this Policy or any endorsement thereon, shall be held valid unless the same is signed or initialled by an authorised representative of Us.

#### 6. CLAIMS PROCEDURE

Upon the happening of an accident likely to give rise to a claim under this Policy, the Policyholder shall within thirty (30) days after the happening of the accident give notice to Us with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice. The Policyholder (or the Policyholder's legal personal representative) shall at the expense of the Policyholder furnish to Us all such certificates, information and evidence in the form and of such nature as may be required by Us and the Insured Person shall whenever reasonably required to do so submit to medical examination on Our request. In the event of the death of the Insured Person, the Company shall be entitled to have a postmortem examination and toxicology report (if not forbidden by law) at Claimant's own expense and notice shall when practicable be given to Us: (i). before internment or cremation; and (ii). If an inquest has been schedule stating the time and place of such inquest.

The Death of the Insured Person shall be established by a post —mortem and toxicology report , or in the event of his disappearance following an accident or the total loss of a vessel of aircraft, by a Court Order presuming his death.

Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of Us.

#### 7. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms conditions and endorsements of this Policy by Insured Person or by any Claimant under this Policy in so far as they relate to anything to be done or complied with by the Policyholder or by any Claimant under this Policy and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of Us to make any payment under this Policy.

# 8. CURRENCY AND EXCHANGE RATES

All premiums shall be paid in Malaysian Ringgit. In the event that the Insured Person shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, We shall indemnify the Policyholder (or his legal personal representative) in Malaysian Ringgit based on the Middle foreign exchange rate for that currency published in BNM website for the 12.00 Session at the date the Insured Person is discharged from hospital.

# 9. MISSTATEMENT OR OMISSION OF MATERIAL FACT

If the proposal or declaration of the Insured Person is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

## 10. DUTY OF DISCLOSURE

#### A. Consumer Insurance Contracts

Where You have applied for this Insurance wholly for purposes unrelated to your trade, business or profession, you had a duty

to take reasonable care not to make a misrepresentation in

answering the questions in the Proposal Form (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

#### B. Non-Consumer Insurance Contracts

Where you have applied for this Insurance wholly for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

## 11. NON-ASSIGNMENT

We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Policyholder 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 claims moneys by the Policyholder (or the Policyholder's legal personal representative) or Nominees alone shall be an effectual discharge.

#### 12. NOTICE

Every notice or communication to be given or made by the Policyholder (or the Policyholder's legal personal representative) shall be delivered in writing to the Head Office or any Branch Office of Us.

#### 13. PERIOD OF INSURANCE AND RENEWAL

This Policy shall become effective as of the date stated in the Policy Schedule. The Policy shall be effective for one calendar year and shall be automatically renewed on the anniversary of each Policy year unless the Policyholder gives written notice not to renew the Policy. However, no claims will be paid if the premium is not actually paid before the occurrence of any accident.

# 14. CASH BEFORE COVER WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that no cover can be granted unless full premium has been paid to and received by the Company before the commencement /inception date of this Policy or endorsement attaching thereto or subsequent renewals.

#### 15. TERMINATION OF INSURANCE

(a) Termination by the Policyholder

If the Policyholder gives notice to Us 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 the earlier. In the event premium has been paid for any period beyond the date of termination of this Policy, the Company's short period rates shall apply, subject to the Company's minimum premium, provided that no claim has been made during the current Period of Insurance. The following scale of short period rates shall apply:

Period Insured	Percentage of Annual Premium to be Charged
Period not exceeding 15 days	10%
Period not exceeding 1 months	20%
Period not exceeding 2 months	30%
Period not exceeding 3 months	40%
Period not exceeding 4 months	50%
Period not exceeding 5 months	60%
Period not exceeding 6 months	70%
Period not exceeding 7 months	75%
Period not exceeding 8 months	80%
Period not exceeding 9 months	85%
Period not exceeding 10 months	90%
Period not exceeding 11 months	95%
Period exceeding 11 months	100%

#### (b) Termination by Us

We may give notice of termination by registered post to the Policyholder at his or her last known address. Such termination shall become effective seven (7) 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 Policyholder provided that no claim has been made during the current Period of Insurance.

#### (c) Automatic Termination

- (i) This Policy shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the Period of Insurance.
- (ii) This Policy shall lapse/terminate on the policy anniversary date following the attainment of the Insured Person's 80th birthday.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not deem to provide any cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such covers, payment of such claims or provision for such benefits would expose **Us** to any sanction, prohibition or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### PERSONAL DATA PROTECTION ACT 2010

By giving personal information You give Us permission for its use as described below:

- To process Your personal data with the intention of entering into the contract of insurance.
- You consent and allow Us to retain the data and share the data with Our service provider namely,
  - a) Registered licensed Adjuster,
  - Solicitors, and any other professional body(ies) for the purpose of fulfillment of the insurance contract,
  - c) Insurer and Reinsurer,
  - d) ISM Insurance Services Malaysia Bhd
- Data subject (proposer) should be informed of his/her rights to obtain access to and to request correction of his/her personal data.

**Notice:** In accordance to the provision of the Personal Data Protection Act 2010, You may contact our Customer Contact Center for the details of Your personal data. Such information will only be granted after verification. You may update/correct the data by providing Us in writing.

# **COMMUNICABLE DISEASE EXCLUSION - LMA 5394**

- Notwithstanding any provision to the contrary within this contract, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

LMA5394 (27 March 2020)

#### **OPTIONAL ADD ON**

Add-On (applicable only if the Add-On reference number is printed in the **Schedule**). The following is a list of Add-On (as optional covers) available that **You** may want to add on to this **Policy** by paying additional premium. Note that only Add-ons with their numbers specifically printed in the **Schedule** shall apply to this **Policy**.

#### **FAMILY MEMBER ADD-ON (FAM)**

In consideration of additional premium this **Policy** is extended to cover named **Family Members** of the **Policyholder** as stated in the **Policy Schedule**..

Family Member refers to an immediate family i.e., legal spouse, Child or Children of the Policyholder and named in the Policy Schedule..

**Child, Children** shall mean the Policyholder's unmarried child including legally adopted children, between 12 months of **Age** and 18 years of **Age** or a dependent child below 26 years of **Age** if enrolled for full-time study in a recognized institution of learning or higher learning during the **Policy Period**.

#### **PROVISC**

- (A). A Child/Children to be insured under this Policy is limited to PLAN 1 only and he/she is:
  - a. not entitled to Weekly Benefits of this Policy; and
  - b. only entitled to 50% of the benefit under Plan 1.
- (B). The premium rate for each Child is 20% of the lowest scheduled premium for PLAN 1;
- (C). Policyholder's legal spouse insuring under this Policy is entitled to 10% discount on his/her selected premium plan.

# COVID-19 OR DENGUE FEVER: DAILY HOSPITAL INCOME (DHA-Plan A/DHB-Plan B/DHC-Plan C)

Table of Benefit							
Cash Benefit	PLAN A	PLAN B	PLAN C				
Daily Hospital Income (RM) (Max. up to 30 days per <b>Period of</b> <b>Insurance</b> )	100	200	300				
Annual Add-on premium	22.00	38.00	50.00				

In the event the **Insured Person** is **Hospitalized** as a result of being diagnosed with COVID-19 disease or Dengue Fever, **We** would pay the **Insured Person** a Daily Hospital Income as specified in the Table of Benefit for the period of **Hospitalisation** up to a maximum of 30 days per **Period of Insurance**.

#### **Proviso**

- (1). Any claim for the Daily Hospital Income benefit under this extension will be subject to a 14-day waiting period from the effective date of this Add On.
- (2). This benefit is payable only if the Insured Person is Hospitalised immediately upon being diagnosed with the COVID-19 disease or Dengue Fever.
- (3). This benefit is only payable if the **Insured Person** is **Hospitalized** for more than twelve (12) hours.
- (4). Successive periods of Hospitalization due to the same cause shall be considered as one incident.

# **Specific Exclusions**

In addition to the EXCLUSIONS listed in this **Policy**, this extension does not cover **Hospitalization** caused by or resulting from, or traceable to:

- Any sickness, disease, illness or medical condition other than COVID-19 or Dengue Fever;
- (2). You having been diagnosed with, or is reasonably suspected to have been infected with COVID-19 and/or Dengue Fever by a Doctor, or You are serving a Leave of Absence, Stay-Home Notice or Quarantine Order as directed by Ministry Of Health (MOH), on or before the beginning of the Period of Insurance whichever is earlier;
- (3). You chose to travel Overseas despite having a travel advisory, travel alert or travel warning in place (including non-essential travel) issued either by Ministry of Foreign Affairs or Ministry of Health of Malaysia, in relation to the country of Your destination;
- (4). Any Pre-Existing Medical Conditions.

## "RENEWABLE-85" ADD-ON (AGE)

In consideration of the **Insured Person** having fulfilled the following conditions: -

- A satisfactory health declaration and a basic medical report proving the **Insured Person** is not suffering from any **Illness** and/or **Pre-Existing Condition** as defined in the **Policy**, and
- (2). An annual 25% loading is imposed and paid.

We shall agree to extend the Age limit of the Insured Person for this Policy under Condition No. 1 from 80 years old to 85 years old.

#### **Specific Conditions**

This extension is further subject to the following provisions:

 In the event We agree to incorporate this extension, We will exclude cover for Item 5: WEEKLY BENEFIT under DESCRIPTION OF BENEFITS of this Policy with this extension.

This policy is written in English and Bahasa Malaysia. In the event of any inconsistency between the English and Bahasa Malaysia version the English version shall prevail