



Generali Insurance Malaysia Berhad
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Member of PIDM

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

PASAVERS PERSONAL ACCIDENT POLICY

IMPORTANT NOTICE

1. This is Your Personal Accident Insurance Policy. This Policy is issued by Us in consideration of the premium paid or to be paid to Us as specified in the Policy Schedule and contains the terms and conditions of the contract of insurance as agreed between You and Us. Please read this Policy carefully to ensure that You understand the terms and conditions and that the insurance You require is being provided. If You have any questions after reading this Policy, please contact Us or Your insurance advisor. If there are any changes in Your circumstances which may affect the insurance provided, please notify Us immediately. If You do not, You may not receive any or some of the Benefits set out in this Policy.
2. Please keep this Policy in a safe place. If this Policy is renewed or if there are any amendments to the terms and conditions, We will send You a new Schedule or an Endorsement only. Do contact Us if You would like another copy of this Policy or a copy of this Policy in Bahasa Malaysia; We will be happy to provide one.
3. In deciding to issue this Policy, We have relied on the answers and information given when application was made for this Policy. We have also relied on other disclosures, if any, made to Us from the time the application was made up to the time this Policy was issued. Those answers, information and other disclosures, if any, therefore, also form part of the contract of insurance between You and Us.
4. If You had applied for this Policy 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 or providing the information requested when You applied for this Policy. You should have answered the questions and provided the information fully and accurately. Failure to have taken reasonable care in answering the questions or providing the information requested may result in avoidance of this Policy, refusal or reduction of any claim made by You under this Policy, change of terms or termination of this Policy in accordance with the relevant law. 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.
5. If at any time the law requires Us to collect from You any tax in connection with the insurance provided or the premium You have paid, please note that We will be entitled to recover from You such tax if it has not yet been paid.
6. If, for any reason, You are not happy with the service You have received from Us, You may:
 - 6.1 write to Our Customer Service Department at Ground Floor, Wisma Boustead, 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
 - 6.2 e-mail Us at customer.service.gi@generali.com.my
7. If You are still not satisfied with the way any issue has been handled by Us, You may:
 - 7.1 refer matters concerning claims to:

The Ombudsman for Financial Services
Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel: (603) 22722811 / Fax: (603) 22721577

or
 - 7.2 submit Your complaints or feedback::
 - (a) at **Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia Bank Negara Malaysia Ground Floor Block C Jalan Dato' Onn, 50480 Kuala Lumpur;**
 - (b) by calling **BNMLINK** at 1-300-88-5465 from Monday to Friday (9:00am to 5:00pm); (c) by sending web form at bnmlink.bnm.gov.my; or

8. In respect of any communication between You and Us including, without limitation, the giving of any notice or demand under this Policy:

8.1 You are to –

- (a) write to Our Customer Service Department at Ground Floor, Wisma Boustead, No. 71 Jalan Raja Chulan, 50200 Kuala Lumpur; or
- (b) e-mail Us at customer.service.gi@general.com.my; and
- (c) call Us at (603) 2170 8282

8.2 We will –

- (a) write to You at the address given to Us in Your proposal for this Policy or at Your address last notified to Us in writing;
- (b) email You at the email address given to Us in Your proposal for this Policy or at Your email address last notified to Us in writing; or
- (c) communicate with You by mobile phone or any form of electronic messaging We may consider fit at a contact number or electronic address which You have given to Us;

If sent by post, the notice or demand, if correctly addressed, will be deemed to have been received on the seventh day after posting. If sent by email, mobile phone or any form of electronic messaging, the notice or demand will be deemed to have been received on the day it was sent.

HOW YOUR INSURANCE OPERATES

Your Personal Accident Insurance Policy is a contract between You and GENERALI INSURANCE MALAYSIA BERHAD and it consists of:

1. the Policy contract;
2. the Policy Schedule and any Endorsements, which have details relating to You, the type of cover and Period of Insurance.

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.

ELIGIBILITY AND SCOPE

1. Eligibility

To be an Insured Person under this Policy, one must be at least thirty (30) days old and at most seventy (70) years old at the time of First Inception and renewable up to hundred and one (101) years old and one of the following:

- (a) a Malaysian citizen;
- (b) a Permanent Resident of Malaysia; or
- (c) a holder of a work permit, employment pass, dependent pass, long-term social visit pass, or student pass issued by the relevant authorities in Malaysia which is valid throughout the Period of Insurance and who is legally residing in Malaysia.

2. Coverage & Termination

- (i) The insurance provided under this Policy in respect of an Insured Person begins on the Effective Date of the Policy and ends at the end of the Period of Insurance in respect of that Insured Person.
- (ii) The insurance provided under this Policy in respect of an Insured Person shall automatically terminate on the earliest of the following dates:
 - (a) upon that Insured Person's death;
 - (b) upon expiry of the Period of Insurance in respect of that Insured Person; or
 - (c) on the renewal date after the date on which the Insured Person ceases to be eligible in accordance with Paragraph 1 above.
 - (d) upon expiry and non-renewal of the Policy.

3. **Geographical Area** Worldwide and 24 hours

BENEFITS

We will pay the benefits under the following sections subject to:

- (a) the terms, exceptions, limits and conditions contained in this Policy and any Endorsement;
- (b) the incident from which any claim arises occurring within the Period of Insurance and Geographical Area; and
- (c) You providing Us with the relevant information and/or document required as set out under the "ACTIONS AND/OR DOCUMENTS REQUIRED TO PROCESS YOUR CLAIM" section of this Policy to Our satisfaction.

Important Notice: The benefits described below are applicable only if they are included in the Policy Schedule and subject to the limit as stated in the Policy Schedule. Please refer to the Policy Schedule for more details.

Item 1 – Accidental Death

We will pay the amount shown in the Schedule for Accidental Death if, during the Period of Insurance, an Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause in the death of that Insured Person within one (1) year of that Accident.

Item 2 & Item 3 – Accidental Permanent Disablement

We will pay the percentage of the Sum Insured shown in the Scale of Compensation for Accidental Permanent Disablement Benefits corresponding to any Permanent Disablement sustained by an Insured Person if, during the Period of Insurance, that Insured Person sustains Injury which results in the Permanent Disablement (total or partial) of that Insured Person within one (1) year of the Injury.

SCALE OF COMPENSATION FOR ACCIDENTAL PERMANENT DISABLEMENT BENEFITS

	Description of Permanent Disablement		Percentage of Sum Insured
Item 1	1.1	Accidental Death	100%
Item 2	2.1	Permanent total disablement	100%
	2.2	Loss of limb	100%
	2.3	Total loss of sight of one eye or both eyes	100%
	2.4	Total paralysis or Injuries resulting in being permanently bedridden	100%
	2.5	Loss of hand at or above the wrist	100%
	2.6	Loss of foot at or above the ankle	100%
Item 3	3.1	Loss of sight of eye except perception of light	50%
	3.2	Loss of lens of eye	50%
	3.3	Loss of four fingers and thumb of one hand	50%
	3.4	Loss of four fingers	40%
	3.5	Loss of thumb - both phalanges - one phalanx	25%
			10%
	3.6	Loss of index finger - three phalanges - two phalanges - one phalanx	10%
			8%
			4%
	3.7	Loss of middle finger - three phalanges - two phalanges - one phalanx	6%
			4%
2%			
3.8	Loss of ring finger - three phalanges - two phalanges - one phalanx	5%	
		4%	
		2%	
3.9	Loss of little finger - three phalanges	4%	

	- two phalanges	3%
	- one phalanx	2%
3.10	Loss of metacarpals	
	- first or second	3%
	- third, fourth or fifth	2%
3.11.	Loss of toes	
	- all	18%
	- big, both phalanges	5%
	- big, one phalanx	2%
	- other than big, each toe	1%
3.12	Permanent and Total Loss of hearing	
	- both ears	75%
	- one ear	15%
3.13	Permanent and Total Loss of speech	50%
3.14	Any permanent partial disablement not specified above other than loss of sense of taste or smell	To be assessed by Us according to the opinion of Our medical advisors which will not be inconsistent with the foregoing and will be without regard to the Insured Person's occupation.

GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule.

TERMS	MEANING
We/Us/Insurer/Generali/Company	Generali Insurance Malaysia Berhad
You/Your/Yourself/Insured	The person(s) named as an Insured Person in the Schedule. Provided that the Insured Person is between sixteen (16) and seventy (70) years of age at the time of First Inception and renewable up to age seventy-five (75) years.
Accident/Accidental/Event	A sudden, unintentional, unexpected, unforeseen and fortuitous, event caused by external, violent and visible means that occurs at an identifiable time and place and is, independently of any other cause, the sole cause of Injury and shall exclude bodily injury cause by sickness, disease or medical disorder and/or disease introduced by the vector.
Accidental Death	Death by reason of Accident
Accidental Permanent Disablement	Permanent Disablement by reason of Accident
Clinic	Any premises, private or government-run, used or intended to be used for the practice of medicine on an outpatient basis including: (a) the screening, diagnosis or treatment of any person suffering from, or believed to be suffering from, any disease, injury or disability of mind or body; (b) preventive or promotive healthcare services; and (c) the curing or alleviating of any abnormal condition of the human body by the application of any apparatus, equipment, instrument or device
Effective Date	The effective date stated in the Policy Schedule and means the first day of the Period of Insurance.
Endorsement	An endorsement, if any, annexed to this Policy modifying, varying or adding any terms or conditions contained in this Policy.
Extreme Sports or Activities	Any sport or activity involving a high degree of danger or risk of Injury, but are not limited to, big wave surfing, canoeing down rapids, cliff-jumping, horse-jumping, Ultramarathons, stunt-riding and other activities where a high level of physical exertion and/or highly specialised gear is required; Extreme Sports or Activities excludes tourist activities accessible to the general public and conducted under the supervision of qualified licensed personnel of a registered tour operator.
First Inception	The first day of the first Policy Year of this Policy or Cover in respect of a specific Insured Person.
Hospital	Any premises and/or institution lawfully operating twenty-four (24) hours a day, used or intended to be used for the reception, lodging, treatment, medical supervision, diagnosis, surgery, nursing service and care of persons who require medical attention or suffer from any disease that requires hospitalization, but excluding any premises and/or institution used or intended to be used solely for healthcare facility on an outpatient basis, nursing care centre, convalescent, geriatric care, mental care, rehabilitation or extended care, and/or the care or treatment of alcoholics or drug addicts.
Hospitalised / Hospitalisation	Admission or the act of being admitted to a Hospital as a registered In-patient for Medically Necessary Treatments for a covered Disability upon recommendation of a Physician and not for any form of nursing, convalescence, rehabilitation, rest or extended-care. A patient shall not be considered as an Inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.
Infectious or Contagious Disease	Any disease capable of being transmitted from an infected disease person, animal or species to another person, animal or species by any means.

Injury	Bodily injury caused solely and directly by an Accident, independent of all other causes, and excludes any illness, disease or medical disorder.
Limb	Hand at or above the wrist, or foot at or above the ankle, and if Loss of Limb includes total and Permanent Loss of use of the hand, arm or leg.

Loss	In terms of the Scale of Compensation, "Loss" means: (a) physical separation of that body part and includes total and Permanent loss of use of that body part; or (b) total and irrecoverable loss of a specified ability which cannot be resolved or remedied by surgery or other treatment due to Injury. In other terms, "Loss" refers to any unrecoverable, unanticipated and non-recurring removal of, or decrease in the value of, property or belongings
Loss of Sight	Total and irrecoverable loss of vision with no perception of light which is not treatable by surgery or any other method.
Medically Necessary	A Treatment or medical service is Medically Necessary if it is: (a) consistent with the diagnosis and customary medical Treatment for an Injury; (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; (c) not for the convenience of the Insured Person or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient); and (d) not of an experimental, investigational or research nature, preventive or screening nature
Original Capital Sum Insured	The Capital Sum Insured under Item 1 of the Scale of Compensation selected when this Insurance was first effected.
Pandemic	Any Infectious or Contagious Disease that is declared as pandemic by the World Health Organization ("WHO") or the Ministry of Health Malaysia ("MOH") and valid as of the time such declaration is made.
Period of Insurance	The period specified on the Schedule or in any Endorsement.
Permanent	Lasting a period of one (1) year or more from the date of the Accident.
Permanent Disablement	A Permanent Injury which entirely prevents You from engaging in gainful employment of any and every kind and for which there is no hope of recovery; this must be certified by a Physician in Hospital.
Physician	A medical practitioner (other than the Insured Person and a member of his/her Immediate Family or relatives) qualified by a medical degree and duly licensed and registered to practice western medicine and who, in rendering treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice.
Policy	The following documents: (a) this Policy document, (b) Schedule of Benefits, and (c) Any Endorsements
Policyholder	Shall means but not limited to any company, firm or body corporate or association, council incorporated under the relevant law to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Persons in this Policy.
Proposal Form	The form signed by You and which provides details of: (a) Yourself, and (b) all material information relevant to the cover You have requested for
Pre-existing Condition	Any physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident of which the Insured Person was aware or had reasonable knowledge before the Effective Date of the Policy. An Insured Person will be considered to have had reasonable knowledge of a Pre-existing Condition where the condition is one for which: (a) the Insured Person had received or was receiving treatment; (b) medical advice, diagnosis, care or treatment had been recommended; (c) clear and distinct symptoms are or were evident; (d) its existence would have been apparent to a reasonable person in the circumstances; or (e) any congenital, hereditary, chronic or ongoing condition which the Insured Person could be reasonably be expected to be aware of before the Effective Date of the Policy.

Public Conveyance	Any bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licenced for the regular transportation of fare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers, any helicopter provided and operated by and airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established airports or licenced commercial heliports, and regularly scheduled airport limousine operating on fixed routes and schedules.
Reasonable and Customary	Any charge for Medically Necessary medical care and/or Treatment which: (a) is considered reasonable and customary to the extent that it does not exceed the general level of charges made by others of similar standing in the locality where the charge is incurred when furnishing like or comparable Treatment, services or supplies to an individual of the same sex and of comparable age for a similar Injury; (b) is in accordance with accepted medical standards and practice; and (c) could not have been omitted without adversely affecting the Insured Person's medical condition In Malaysia, Reasonable and Customary Charges shall be deemed to be those laid down in the Malaysian Medical Association's and/or Private Healthcare Facilities and Services Act's prevailing Schedule of Fees.
Schedule	The document which provides details of: (a) Yourself; (b) any terms and conditions that are specific to Your contract
Sinseh or traditional treatment	The treatment provided by a licensed Sinseh or Traditional Medicine practitioner including medicine as a result of an Accident, provided that the treatment is received within ninety (90) days of the Accident and the Insured Person had first consulted a Medical Practitioner.
Sum Insured	The sum specified against each of the Benefits stipulated in the Schedule of Benefits (and/or Endorsement, if applicable), which is the maximum amount We will pay in the event of a claim.
Treatment	Surgery or medical procedures (other than for diagnostic purposes) carried out by a Specialist strictly for Injury and excludes any treatment for illness or disease.
Specialist	Shall mean a medical or dental practitioner registered and licensed as such in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry but excluding a physician or surgeon who is the Insured Person himself.
Ultramarathon	Any footrace longer than the traditional marathon length of 42.195 kilometres.
Unlawful Act	Any act which is an offence or prohibited by the law or rules of the geographical area in which the act is committed this includes but is not limited to: driving motorised vehicles without appropriate and valid license, exceeding any stipulated speed limit, driving whilst under the influence of alcohol, generally any non-conformance or breach of the Road Traffic Act or any applicable laws and regulations, and participation in or acting as an accessory to any crime or attempted crime or offence.

PROVISIONS (these should be read in conjunction with Your Schedule):

- (i) Compensation shall not be payable under Item 1 or 2 unless the death or loss occurs within one (1) year of the date of the Accident/Event.
- (ii) Upon the death of an Insured Person, payment shall be made under Item 1 only and no payment shall be made under Item 2.
- (iii) The Company shall not be liable to make any further payment under this Policy after a claim under Item 1 or 2 has been admitted and become payable.
- (iv) Regardless of the number of different Permanent Disablements sustained by the Insured Person, the total sum payable by Us under Item 2 shall not exceed the maximum amount provided for the Item 2 Benefit in Your Schedule
- (v) Upon payment by Us under Item 1 or the maximum sum under Item 2 in respect of an Insured Person, We will be discharged from any further claim, except for Medical Expenses incurred under other Items arising from the same Injury or Accident in respect of that Insured Person.
- (vi) The maximum liability of the Company shall not exceed 100% of the capital Sum Insured for the Period of Insurance.

WHAT IS NOT COVERED (these Exclusions apply throughout Your Policy)

We will not pay for claims arising directly or indirectly from, in respect of, or caused by:

1. any Unlawful Act of an Insured Person (except minor traffic-related offences) or his willful exposure to danger (other than in an attempt to save human life), intentional self-Injury, suicide or attempted suicide, while sane or insane;
2. involvement in any illegal, criminal or terrorist acts or activities;
3. any injury whilst engaged in:
 - 3.1 motor rallies or competitions, or any other form of racing other than racing on foot;
 - 3.2 mountaineering with the use of climbing equipment and/or ropes;
 - 3.3 outdoor rock climbing;
 - 3.4 hiking or trekking in remote, uncharted areas without any supervision of qualified licensed personnel/guide of a registered tour operator;
 - 3.5 Extreme Sports or Activities;
 - 3.6 pot-holing, private hunting trips, any private white water rafting activities as grade 4 and above;
 - 3.7 any activity involving the Insured Person being airborne (whether suspended or not) except leisure parachuting, leisure bungee jumping, leisure sky diving and leisure hot air balloon rides; or
 - 3.8 any underwater activity beyond a depth of 30 metres or in which breathing apparatus is used, except snorkeling and scuba diving up to a depth of 50 metres only;

4. the Insured Person engaging in tree-felling sawing or the transportation of logs or sawn timber and the use of woodworking machinery.
5. war, invasion act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military, or usurped power martial law.

In the event of any claim hereunder, the Insured Person shall, when so required by the Company, prove that the claim arose independently of, and was in no way connected with, or occasioned by, or contributed to, or traceable to any of the said occurrences or any consequence thereof, and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

6. the Insured Person engaging in or taking part in naval, air force or military service or operations or participating in operations planned or conducted by the civil or military service or operations or participating in operations planned or conducted by the civil or military authorities. (Participation in Rukun Tetangga duties shall not be deemed to be participation in service or operations planned or conducted by the aforesaid authorities).
7. the Insured Person flying (including entering into or descending from or mounting on an aircraft or flying apparatus of any kind) except as a passenger in a fully licensed passenger carrying aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.
8. any Pre-existing Conditions;
9. illness, disease or viral infections, except bacterial infection that is the direct result of an accidental cut or wound;
10. medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy;
11. any treatment related to cosmetic surgery for purposes of beautification irrespective if such treatment is rendered as a result of burns;
12. driving or riding without a valid driving license. This will not apply if the Insured Person has an expired license but is not disqualified from holding or obtaining such driving license under any existing laws, by-laws and regulations.
13. pregnancy or childbirth;
14. any injury arising from these occupations or whilst performing these occupational activities:
 - 14.1 working onboard any sea vessel whether as a crew member or otherwise;
 - 14.2 working underground in a tunnel or quarry;
 - 14.3 dealing in any way with explosives or hazardous substances; or
 - 14.4 working at heights 30 feet above the ground.
15. under the effect or influence of alcohol or drugs unless the drug is taken in accordance with an authorized medical prescription.
16. connection with:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
 - b) Nuclear weapons material.
 - c) Any act of terrorism.

For this purpose, an act of terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding where the Company alleges that by reason of the provision of Exception 16(c) above, any loss, destruction or damage is not covered by this insurance, the burden of proving that such loss, destruction or damage is covered, shall be upon the Insured Person.

17. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
18. while participating in unlawful activities or committing or attempting to commit any unlawful act or active participation in any strike, riot, or civil commotion.
19. any form of Pandemic. This exclusion also applies to any claim, loss, liability, cost or expense of whatsoever directly or indirectly arising from, contributed to or by, or resulting from:
 - 19.1 any fear or threat (whether actual or perceived) relating to the Pandemic; or
 - 19.2 any action taken to comply with governmental laws, regulations or directive issued in relation to the Pandemic and/or any action taken to control, prevent or suppress the Pandemic.

CLAUSES/WARRANTIES/ENDORSEMENTS/BENEFITS

1. Harmful Insects, Snakes and Animals Bites Clause

It is hereby declared and agreed that this Policy is extended to cover the benefits insured herein in respect of bodily injury sustained due to harmful insect bites and/or snake bites and/or animal bites.

Provided however such extension shall exclude mosquito bites, bug bites and/or diseases introduced by any vector.

2. Accidental Gas Inhalation, Suffocation, Drowning, Food and Drink Poisoning Endorsement

It is hereby declared and agreed that the insurance by this Policy is extended to cover the Insured Person against Death or Permanent Disablement as herein defined arising out of or resulting from Accidental Gas Inhalation, Suffocation, Drowning, Food & Drink Poisoning and other similar misfortune with or without any sign of external or violent visible injury.

3. Hijacking Endorsement

Subject otherwise to the terms, conditions and exceptions of the Policy, it is hereby declared and agreed that the Policy is hereby extended to cover bodily injury arising from hijacking of any land/sea /air conveyance in which the Insured Person is travelling as a farepaying passenger.

4. Scuba Diving Clause

It is hereby declared and agreed that this Policy is extended to cover the Insured Person whilst participating or involving in scuba diving or the use of aqua-lungs as an amateur.

Provided always that the Company shall not be liable for death or permanent disablement or compensation or loss if such activities are undertaken beyond 50 metres below sea level or at professional level or any form of competition or exhibition or demonstration or treasure hunt.

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

5. Renewal Bonus (applicable to Plan PASavers Plus only)

The Original Capital Sum Insured under Items 1 and 2 of the Scale of Compensation shall automatically be increased by ten percentage (10%) on every subsequent renewal accepted by the Company up to a maximum of fifty percentage (50%) after five (5) consecutive years (not more than 50% increase of the Original Capital Sum Insured will accrue in any case) provided :-

- no claim was lodged under this Policy during the Period of Insurance at any time immediately preceding the renewal of this Policy; and
- the Policy is renewed for a period of not less than twelve (12) consecutive months.

In the event of a claim under this Policy, the Capital Sum Insured upon renewal will revert to the Original Capital Sum Insured.

6. Renewal Bonus (applicable to Plan PASavers only)

The Original Capital Sum Insured under Items 1 and 2 of the Scale of Compensation shall automatically be increased by five percentage (5%) on every subsequent renewal accepted by the Company up to a maximum of twenty-five percentage (25%) after 5 consecutive years (not more than 25% increase of the Original Capital Sum Insured will accrue in any case) provided :-

- no claim was lodged under this Policy during the Period of Insurance at any time immediately preceding the renewal of this Policy; and
- the policy is renewed for a period of not less than 12 consecutive months.

In the event of a claim under this Policy, the Capital Sum Insured upon renewal will revert to the Original Capital Sum Insured.

- 7. Additional Indemnity On Public Conveyance (applicable to Plan PASavers Plus only)**
The Company will pay up to the amount as specified in the Schedule of Benefits if the Insured Person suffer either death or permanent total paralysis or permanent total loss / loss of use of two (2) limbs due to an Accident whilst travelling as a fare-paying passenger on any Public Conveyance.
- 8. Child Care Education Fund (applicable to Plan PASavers Plus only)**
If during the Period of Insurance the Insured Person sustains a bodily Injury resulting in an Accidental Death and is survived by Dependent Child(ren), the Company will pay the covered Person's estate up to the amount specified in the Schedule of Benefit.
- Dependent Child(ren) means a Insured Person's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-three (23) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Insured Person for maintenance and support.
- 9. Bereavement Allowance**
In the event of accidental death of the Insured Person, an allowance as specified in the Schedule of Benefit will be payable to the legal personal representative.
- 10. Snatch Theft (applicable to Plan PASavers Plus only)**
In the event of Snatch Theft or Attempted Snatch Theft, the Company will compensate up to the amount of specified in the Schedule of Benefits 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 or Attempted Snatch Theft occurrence.
- Snatch Theft or Attempted Snatch Theft means the act of forcefully stealing or attempt thereof, from an Insured Person. For the purpose of this Policy, Snatch Theft or Attempted Snatch Theft is included to cover robbery or attempted robbery and snatch grab – situation where the Insured Person's possessions is grabbed, or attempted to be, from the Insured Person whilst he/she is a driver/passenger in a vehicle.
- 11. Kidnap Benefit (applicable to Plan PASavers Plus only)**
The Company will pay a lump sum of RM5,000.00 for necessary expenses incurred by the Insured Person's family to recover the Insured Person and also offer a reward of RM25,000.00 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 Original Capital Sum Insured or Capital Sum Insured, as the case may be, 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 any time after the payment has been made the Insured Person is found to be living, any sums paid by the Company in settlement of claim shall be refunded to the Company.
- The burden of proving that the Insured Person cannot be recovered and all possible means to recover the Insured Person have been taken shall be on the person making a claim under this Policy.
- 12. Sinseh Or Traditional Treatment Benefit (applicable to Plan PASavers Plus only)**
It is hereby declared and agreed that the Company will reimburse the costs of Sinseh or Traditional Treatment including medicine subject to the amount as specified in the Schedule of Benefits incurred by the Insured Person as a result of an accident.
- 13. Residence Or Travel Overseas (applicable to foreigner only)**
No benefit or coverage whatsoever shall be allowed if the Insured Person resides or travel outside Malaysia for more than ninety (90) consecutive days.
- 14. Aggregate limit Any One Occurrence Limit (under company's name)**
Subject otherwise to the terms of this Policy, Our liability under this Policy in respect of any one Accident shall not exceed RM15,000,000 or the total Sum Insured whichever is lower or as otherwise specified in the Schedule. In the event that claims are made under the Policy which exceeds the liability any one accident, the amount payable for death or injury of each Insured Person shall be proportionately reduced.

GENERAL CONDITIONS

- 1. Alterations**
No alteration to this Policy shall be valid unless mutually agreed upon by Us and You and such approval is endorsed thereon. Should We wish to change the terms and conditions of this Policy, including any upward premium revision of this Policy, effective from the next renewal of this Policy, We will notify You of the same by notice in writing sent by ordinary post to Your last known address in our records, at least thirty (30) days before the renewal date of this Policy. Notwithstanding this, We reserve the right to unilaterally vary or amend the terms and conditions of this Policy in compliance with any statutory or regulatory requirements with immediate effect.
- 2. Cancellation**
Either the Company or the Policyholder may cancel this Policy at any time by the giving of thirty (30) days' notice in writing. Upon cancellation by Us and subject to applicable law, We will refund to You a ratable proportion of the premium for the unexpired term for the cancellation. Upon cancellation by You, if no claim has been made and admitted by Us during the current Policy year, We may retain the customary shortperiod rate for the time the Policy has been in force and refund the balance of the premium paid to You. If a claim has been made and submitted by You to Us during the current policy year, there will be no refund of any premium.

The following scale of short period rates shall apply:

PERIOD OF INSURANCE	PERCENTAGE OF ANNUAL PREMIUM TO BE CHARGED
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

3. Certification, Information and Evidence

All certificates, information, medical reports and evidence as required by Us shall be furnished at Your expense, and in such a form that We may require. In any event, all notices which We require You to give must be in writing and addressed to Us. An Insured Person shall, at Our request and expense, submit to a medical examination whenever such is deemed necessary.

4. Duty of Disclosure

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.

5. Misrepresentation/Fraud

If Your proposal or declaration is untrue in any respect or if any material fact affecting the risk be incorrectly stated or omitted, or if this insurance, or any renewal was obtained through any 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, then in any of these cases, this Policy shall be void.

6. Misstatement of Age

If the age of the Insured Person has been misstated and the premium paid as a result thereof is insufficient, any claim payable under this Policy shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged for the year. Any excess premium, which may have been paid as a result of such misstatement of age, shall be refunded without interest. If at the correct age, the Insured Person would not have been eligible for cover under this Policy, no benefit shall be payable.

7. Period of Cover and Renewal

This Policy shall become effective as of the date stated in the Schedule. The Policy Anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time as notified by Us. This Policy is renewable at Our option. Application for change of benefits to a higher plan can only be made on renewal and is subject to Our acceptance upon renewal.

We will give You sixty (60) days written notice in the event of revision of premium or portfolio withdrawal.

8. Governing Law

This Policy shall be interpreted and governed by the laws of Malaysia. Any action or suit against Us shall only be instituted in a Malaysian court.

9. Change of Occupation

You shall give immediate notice in writing to Us of any material change in Your occupation, business, duties or pursuits and pay any additional Premium that may be required by Us. This Policy shall cease to be in force if there should be any alteration in the occupation or job nature of the Insured Person unless specified otherwise in the Schedule.

10. Change in Risk

You must notify Us in writing as soon as possible if there is any change to the facts, circumstances, degree or amount of risk which exist at the commencement of this Policy or during the Period of Insurance" or at any subsequent renewal date. Upon such notification, We may vary the terms of this Policy and/or charge additional premium as We determine appropriate in the circumstances. If You choose not to accept the variation of the terms of this Policy or the new premium rate, You may terminate this Policy in accordance with the terms hereof.

11. Subrogation

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all the rights and remedies of the Insured Person against any party and shall be entitled at Our own expense to sue in the name of the Insured Person. The Insured Person shall give or cause to be given to Us all such assistance in his/her power as We shall require to secure the rights and remedies and, at Our request, shall execute or cause to be executed all documents necessary to enable Us to effectively to bring suit in the name of the Insured Person.

12. Contribution (Item 5 Only)

If an Insured Person is covered by any other insurance providing any benefit insured by this Policy, We shall not be liable for a greater proportion of such benefit than the amount applicable hereto under this Policy bears to the total amount of all valid insurance covering such benefit.

13. Ownership of Policy

Unless otherwise expressly provided for by Endorsement in the Policy, the Company shall be entitled to treat the Policyholder as the absolute owner of the Policy. The Company shall not be bound to recognise any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a Benefit by the Policyholder (or by his legal or authorised representative) alone shall be an effective discharge of all obligations and liabilities of the Company. The Policyholder shall be deemed to be responsible Principal or Agent of the Insured Persons covered under this Policy.

14. Upgraded Policies

If the eligible benefits to any Insured Person under the terms of this Policy be increased while it is in force or at the time of Renewal or replacement and if such Insured Person shall have been afflicted with a Disability prior or at the time the Benefits were increased, the Limits of Benefits payable in respect of such Disability shall not exceed the Limit of Benefits prior to the date the Benefits were upgraded.

15. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this insurance product.

Cancellation of the portfolio as a whole shall be given by written notice to You and We will run off all policies to expiry of the period of cover within the portfolio.

16. Claims Notification, Procedure and Settlement

You shall write to inform Us of any Accident, Injury, Loss or liability which may give rise to a claim. Your notification to Us shall include:

- (a) In the case of death, full particulars of the Injury and the Accident immediately; or
- (b) In the case of a claim for Permanent Disablement, or Total Temporary Disablement, within twenty one (21) days of the Injury and Accident or discharge from Hospital, where applicable.

You must ensure that proper medical and surgical advice is obtained and followed by the Insured Persons as soon as possible after any Accident or Injury at Your expense, at the expense of the Insured Person or any person representing You or the Insured Person.

We are entitled to request an examination by a medical referee appointed by us for a non-fatal injury or a post-mortem examination in the event of death.

All certificates, information and evidence required by Us shall be furnished by You, the Insured Person or the nominee, trustee or assignee, as the case may be, as stated in the Policy and shall be in such form and of such nature as We may prescribe.

No compensation shall be payable under this Policy until the total amount of such compensation shall have been ascertained and agreed.

17. Incomplete Claims

All claims must be submitted to Us within thirty (30) days of completion of the events for which the claim is being made. Claims are not deemed complete and eligible benefits are not payable unless all bills for such claims have been submitted and agreed upon by Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at Our sole discretion.

18. Currency of Payment

Any payment You make to Us or We make to You, shall be in Ringgit Malaysia.

19. Condition Precedent to Liability

You must observe and comply with the terms, provisions and conditions of this Policy in order for Us to be liable under this Policy. This means that if You do not do what You are supposed to do, or if You do what you are not supposed to do, under this Policy, We will not be liable under this Policy at all.

20. Legal Proceedings

You shall not take any legal action within sixty (60) days from the date We receive Your letter informing Us of a claim under this Policy. You shall give Us all the necessary requirements for the claim within one (1) calendar year from the date We received Your letter.

21. Dispute Resolution

If there is any dispute in connection with this Policy, You and We mutually agree to first try to amicably resolve the dispute by mediation in accordance with the Mediation Act 2012; if the dispute cannot be resolved by such mediation, the dispute may be referred to a Court of competent jurisdiction in Malaysia.

22. Premium and Tax

This Policy is issued by Us in consideration of the premium paid or to be paid to Us as specified in the Policy Schedule. If at any time the law requires Us to collect from You any tax in connection with the insurance provided or the premium You have paid, We will be entitled to recover from You such tax if it has not yet been paid.

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

23. Payment on Benefits Clause

The nominee is named in this Policy at the request of the Insured Person and is not a party to this contract. Payment of any compensation under this Policy to the nominee shall be according to the nomination and/or trust and/or assignment, as may be applicable, in accordance with the requirements of the Financial Services Act 2013.

In the event no nomination is made, and the Company is called upon to pay compensation on this Policy under Schedule 10 of the Financial Services Act 2013, the Company shall pay at its discretion and any such payment will effectively discharge the Company of all subsequent claims and liabilities.

24. Disappearance Clause

The Company shall pay the death compensation if, during the period of insurance, the Insured Person disappears following an accident involving aircraft or at sea or in a natural calamity and the Insured Person's body is not found within one year after its disappearance and sufficient evidence is produced satisfactory to the Company that leads the Company inevitably to the conclusion that the Insured Person died as a result of an event within the scope of this Policy.

25. Clause Exposure Clause

It is hereby declared and agreed that in the event of the Insured Person or life assured, after having sustained accidental injury arising from events insured hereunder, be exposed to the elements of nature resulting in death, the Company shall agree to compensate the Insured Person subject to the terms, limitations, conditions and exclusions of this Policy.

It is further declared and agreed that in the event of such claims for compensation, a properly constituted judicial body of enquiry shall affirm that the Insured Person or life assured have died of exposure after having sustained accidental injury arising from an insured event.

26. Cash Before Cover

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

27. Sanction Limitation Clause

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States Of America or Malaysia.

28. Period Of Cover And Renewal

This Policy shall become effective as of the date stated in the Schedule. The period of insurance of respective individual policy shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time as notified by the Company.

This Policy will be renewable at the option of the Insured Person subject to the terms, conditions and termination at each of the anniversary of the policy date. During renewal the terms and conditions of coverage shall not be amended.

The renewal premiums payable is not guaranteed and the Company shall revise the premium rate and the respective revised premium shall be applicable at the time of renewal. Such changes, if any shall be applicable to all Insured Persons irrespective of their claim experience according to the Company's risk assessment.

This Policy is renewable at the option of the Insured Person until the occurrence of any of the following:

1. Non-payment of premium or premium not made on time
2. Fraud or misrepresentation of material fact during application
3. The policy is cancelled at the request of the Insured Person
4. On the death of the Insured Person

The Company will give thirty (30) days written notice prior to policy renewal in the event of premium revision.

29. Cooling-Off Period

After this Policy has been issued and for any reason whatsoever the Insured Person shall decide not to take up the insurance and provided no claims has been made, the Insured Person may notify the Company within fifteen (15) days after the effective date of this policy. The Insured Person will be entitled to the full premium refund.

30. Interpretation

This policy and the Schedule attached to it must be read together and any word of expression to which a specific meaning has been given in any part of this Policy or the Schedule shall bear such given meaning wherever it may appear.

31. Tax Clause

You are obligated to pay all applicable taxed (which include but are not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

32. Interest

Except as required by law, no amount payable under this Policy shall carry interest.

33. Territorial Exclusion Clause

We shall not indemnify the Insured Person for any liability:

- (a) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of Excluded Countries/ Territories as listed, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part;
- (b) incurred by the government of Excluded Countries/ Territories as listed or resulting from activities that involve or benefit the government of Excluded Countries/ Territories as listed, or where the payment of such indemnity by the Insurer will benefit the government of Excluded Countries/ Territories as listed;

- (c) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in Excluded Countries/ Territories as listed; Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of Excluded Countries/ Territories as listed, persons or entities resident in Excluded Countries/ Territories as listed.

List of Excluded Countries / Territories:

- 33.1. Iran
- 33.2. Israel
- 33.3. Syria
- 33.4. Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's region
- 33.5. North Korea
- 33.6. Belarus
- 33.7. Russian Federation

Please note that the List of Excluded Countries / Territories may change from time to time. Reference is to be made to the latest listing.

Subject otherwise to the terms, conditions, and exclusions of this Policy. In the event of differences arising between the English and Bahasa versions, the English version shall prevail.

ACTIONS AND/OR DOCUMENTS REQUIRED TO PROCESS YOUR CLAIM

You are required to take certain actions and / or submit certain documents set out in the table below to Us before Your claim can be processed. Such documents and / or actions are listed in the table below and will depend on the type of claim You intend to submit to Us. We reserve the right to request further information, confirmation, certification and other relevant documents from You in addition to the documents / actions set out below to process Your claim.

Type of Claim	Action / Document Required
All claims	Claim Form Original Policy Schedule Plus the following where applicable:
Item 1 Accidental Death	<ul style="list-style-type: none"> • Medical Report from the attending Physician • Death Certificate • Post Mortem Report • Police Report
Item 2 Permanent Disablement Item 3 Permanent Partial Disablement	<ul style="list-style-type: none"> • Permanent Disablement Medical Report from the attending Physician in Hospital • Acceptable proof showing that the Permanent Disablement/Permanent Partial Disablement will in all probability, continue for the remainder of Your life • Police Report

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