

TRAVELLER'S PERSONAL ACCIDENT INSURANCE POLICY

Liberty General Insurance Berhad (hereinafter called the Company) having received the premium hereby agree subject to the terms and conditions annexed hereto or endorsed hereon that if during Period of Insurance the Insured Person shall suffer bodily injury which results solely and directly from an accident caused by accidental violent external and visible means then the Company will pay the Benefits to the Insured Person or to his legal representative(s).

Death shall not be presumed solely on account of the disappearance of an Insured Person unless specifically and legally declared and confirmed by Court of Law in Malaysia.

It is further agreed and understood that if any time after payment has been made and the Insured Person is found living, any sum paid by the Company shall within thirty (30) calendar days of such discovery, be refunded to the Company

ITEM	BENEFITS	COMPENSATION Percentage (%) of Principal Sum Insured
1.	Accidental Death (occurring within 12 calendar months of bodily injury)	100
2.	Permanent Disablement (occurring within 12 calendar months of bodily injury) resulting in loss by physical separation at or above the wrist or ankle of one or both hands or feet or the complete and irrecoverable loss of sight in one or both eyes.	100
3.	Medical Expenses Pays up to the limit selected as per Schedule for expenses incurred for hospital (including room and board), medical and surgical treatment provided by a qualified and registered medical practitioner consequent upon bodily injury as defined herein and occurring within 12 calendar months of bodily injury.	As per schedule

3. No payment shall be made for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot or civil commotion or due to self-injury whether criminal or not.
4. No person may be validly insured at any one time under more than one traveller's personal accident or other personal accident insurance policies issued by the Company unless the information is declared during insurance proposal and is accepted by the Company.
5. Claims made in respect of any "Benefits" for 100% per Items (1) and / or (2) above shall automatically cancel the coverage provided hereunder and the Company shall not be liable to pay any compensation other than under Items (1) and / or (2) above in respect of the same occurrence.
6. No Payment shall be made in respect of:
 - I. injury sustained whilst under the influence of intoxicants or whilst suffering from insanity or injury or sickness occasioned by or contributed to by venereal disease or pregnancy.
 - II. injury sustained by the Insured Person whilst engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst travelling as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route.
 - III. injury sustained whilst engaged in any occupation involving manual labour, hunting, steeplechasing, racing of any kind (other than on foot), rugby, football, polo, motor-cycling, winter sports, mountaineering, underwater pastimes, waterskiing or potholing.
 - IV. loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism. For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or 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.
 - V. the Insured Person undertaking any journey against the travel advice of the Ministry of Foreign Affairs of Malaysia or the Ministry of Health of Malaysia in relation to actual or threatened strike, riot or civil commotion, war or warlike situation, outbreak of disease (including an epidemic/pandemic) or unsafe health conditions, or impending natural disasters, to the country or territory of the Insured Person's destination, unless the journey had already commenced prior to the issuance of the travel advice.

The insurance afforded by this Policy is automatically extended for a maximum period of thirty (30) days in respect of which this Policy is issued in the event of such journey having been delayed or cancelled through no act or omission of the Insured Person.

CONDITIONS

1. The Insured Person shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured/Insured Person and which affects the liability of the Company to make payment under this Policy.
2. In the case of bodily injury to which this Policy relates (i) the Insured Person shall procure and act upon medical or surgical advice as soon as practicable (ii) written notice shall be given to the Company as soon as possible but in any event within twenty-one (21) calendar days of such bodily injury. Satisfactory proof to the Company of death or bodily injury for which a claim is made hereunder shall be rendered upon demand at the Insured Person's own expense.

Liberty General Insurance Berhad 197801007153 (44191-P)
Formerly known as AmGeneral Insurance Berhad

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P.O. Box 6120 Pudu, 55916 Kuala Lumpur.

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(Service Tax Registration No.: B16-1808-31015443)

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- VI. any event that has occurred resulting in the Insured Person being incapable or not being able to travel and such event was made known to the Insured Person or which the Insured Person was aware of or which was publicly known as reported in the media at the time the Insured Person purchased his/her Policy or when his/her journey was booked (whichever is later).
- VII. Cyber Loss Limited Exclusion Clause
 - a. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
 - b. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
 - i. the use or operation of any Computer System or Computer Network;
 - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - iii. access to, processing, transmission, storage or use of any Data;
 - iv. inability to access, process, transmit, store or use any Data;
 - v. any threat of or any hoax relating to i. to iv. above;
 - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
 - c. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
 - d. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
 - e. Data means information used, accessed, processed, transmitted or stored by a Computer System.
7. Any liability of whatsoever nature attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and / or AIDS Related Complex (ARC) and / or any mutant derivatives or variations thereof.
8. The Indemnity expressed in this Policy shall not apply to or include:
 - I. Compensation in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
 - II. Cost and expenses of litigation recovered by claimant from the Insured Person which are not incurred in and recoverable in Malaysia.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two (2) Arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. The age of the Insured Person shall not be less than thirty (30) days nor more than seventy (70) years old.
11. This insurance is not valid for travel period exceeding six (6) months.
12. This Policy and Schedule shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
13. This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured Person, which the Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the Company.
14. Sanction Limitation and Exclusion Clause
We shall not be liable to pay any benefit under this policy to the extent that such cover, payment of claim or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America or Malaysia.

IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:-
 - (a) Complaints Management Unit
Liberty General Insurance Berhad
Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela
Pusat Bandar Damansara,
50490 Kuala Lumpur
Tel : +603-2268 3333 or 1800 88 3833
Fax : +603-2268 2222
 - (b) Ombudsman for Financial Services (OFS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : +603-2272 2811
Fax : +603-2272 1577
 - (c) BNMLINK (Laman Informasi Nasihat dan Khidmat)
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel. No. : +603-2698 8044 (General Line) / 1 300 88 5465 (BNMLINK)
Fax No. : +603-2174 1515
e-Link : bnmlink.bnm.gov.my
email address : bnmlink@bnm.gov.my
Website : www.bnm.gov.my
3. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).