

MOTORCYCLIST PERSONAL ACCIDENT INSURANCE POLICY

WHEREAS the Insured by an application and declaration which are duly incorporated herein has applied to **Liberty General Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH: That subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided:

THE COMPANY hereby agrees with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company shall agree to accept the premium for the renewal of this Policy the Insured shall sustain any bodily injury caused by **ACCIDENTAL VIOLENT EXTERNAL AND VISIBLE MEANS WHICH SHALL SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE** result in his/her death or disablement the Company will pay to the Insured or to his/her legal personal representative the sum or sums of money stated in the Schedule and in accordance to the Table of Benefits provided in this Policy.

PROVIDED ALWAYS THAT:

1. No sum stated in the Schedule shall be payable:
 - a) Under Benefits A and B unless the death or disablement occurs within twelve (12) calendar months of the happening of the Bodily Injury.
 - b) Until the total amount of compensation shall have been ascertained and agreed.
2. The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. If the Insured is entitled to claim under Benefit B in respect of any one accident the aggregate claim payable for Benefit B shall not exceed 100% of the Capital Sum Insured. In the event of a total 100% having been paid all insurance hereunder shall immediately cease to be in force.
3. The coverage as afforded under this policy is twenty-four (24) hours a day worldwide unless otherwise endorsed or amended by the Company.

TABLE OF BENEFITS

Bodily injury caused by accidental violent external and visible means which injury shall solely and independently of any other cause result in:

Item	Benefits	Compensation Percentage (%) of Principal Sum Insured
A	Accidental Death	100
B	Permanent Disablement	
	1. Total Permanent Disablement from engaging in or attending to employment/occupation of any and every kind	100
	2. Total Paralysis or Permanently Bedridden	100
	3. Loss of one or both hands	100
	4. Loss of one or both feet	100
	5. Loss of one or both eyes	100

Permanent Total Loss of use of a part of a body shall be treated as a loss of the part of the body. Total Permanent Disablement means absolute disablement from engaging in or giving attention to profession or occupation of any kind.

Loss of Eye means total and irrecoverable loss of all sight rendering the Insured blind in the eye beyond remedy by surgical or other treatment.

EXCLUSIONS

This policy does not cover death or disablement caused by or arising out of any of the following:

1. Suicide (whether felonious or not) or any attempt thereat or self-injury, provoked assault, pregnancy or childbirth unless caused solely and directly by accidental means to Insured while riding, boarding or alighting from the motorcycle, venereal disease or insanity;
2. While committing or attempting to commit any unlawful and illegal act;
3. If the Insured is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance to such an extent that the Insured is incapable of having proper control of a vehicle.
The Insured shall be deemed as incapable of having proper control of a vehicle if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of the Insured is higher than the prescribed limit pursuant to Section 45G(1) of the Road Transport Act 1987 of 80mg of alcohol in 100ml of blood (or equivalent in respect of breath or urine) or other equivalent legislation that is in force at the material time;

Liberty General Insurance Berhad 197801007153 (44191-P)

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Tel: +603 2268 3333 Hotline: 1 800 88 3833 Website: www.kurnia.com

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4. If the Insured does not have a valid driving licence to drive/ride a vehicle. This will not apply if the Insured has an expired licence but is not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulation;
 5. The Insured flying or travelling in an aircraft other than as fare paying passenger with a licensed carrier on a scheduled domestic or international route;
 6. The Insured engaging in:
Water-skiing, scuba-diving, underwater activities involving use of underwater breathing apparatus, hunting, mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot;
 7. Any pre-existing physical defect or infirmity, fits of any kind, disease or sickness of any kind;
 8. Directly or indirectly caused by or contributed by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power;
 9. Directly or indirectly caused by or contributed by or arising from ionisations, radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self sustaining process of nuclear fission;
 10. Directly or indirectly caused by or contributed by or arising from nuclear weapons material;
 11. This insurance does not cover any 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 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.
 12. 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.
13. Pandemic Exclusion Clause
 - a) This Policy shall exclude all losses arising out of, contributed to by, or resulting from any pandemic. Hereby the contributory cause of a pandemic is sufficient.
 - b) Pandemics according to paragraph a) are all diseases or pathogens declared as such by the World Health Organization (WHO). This exclusion applies from the date on which the World Health Organization (WHO) declares the pandemic.
 - c) If the Company allege that by reason of this exclusion any loss is not covered by this Policy, the burden of providing the contrary shall be upon the Insured.Subject otherwise to the terms and conditions of this Policy.

CONDITIONS

1. All certificates, accounts receipts, information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
2. On the happening of any Accident for which compensation is payable under this Policy the Insured shall immediately employ the services of a qualified and registered medical practitioner and undergo any treatment such practioner shall deem necessary.
3. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense.
4. The Company shall in the case of the death of the Insured be entitled to have a post-mortem examination at its own expense.
5. No Assignee shall be entitled to any compensation under this Policy except that payable in respect of death. The Beneficiary when named in this Policy is at the request of the Insured but the Company shall not be bound to pay any compensation which may be due under this Policy to the Beneficiary unless the Beneficiary is also the Insured's legal representative.
6. This Policy is renewable from year to year by mutual agreement between the Insured and the Company but in any case will be subject to revision at the end of each Period of Insurance.
7. The Insured shall not be less than sixteen (16) years of age nor more than sixty-five (65) years of age.
8. The Insured 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 and which affects the liability of the Company to make payment under this Policy.
9. All notices required to be given by the Insured to the Company must be in writing addressed to the Company and no alteration in terms of this Policy nor

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any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

abandoned and shall not thereafter be recoverable hereunder.

10. The Company may at any time by giving seven (7) days notice to the Insured by Registered Letter at the Insured's last known address be at liberty to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled at any time by the Insured on seven (7) days notice to the Company and in such event the Insured shall be entitled to a return of the premium less premium at the Company's short period rates for the time the Policy has been in force during the current period of Insurance.
11. The Company shall unless otherwise expressly provided by endorsement of this Policy be entitled to treat the Insured 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 Insured or of the Insured's legal representative (s) alone shall be an effectual discharge.
12. This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured, which the Insured 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.
13. Upon the happening of any accident likely to give to a claim under this Policy the Insured shall within fourteen (14) days after the happening of the accident give notice to the Company with full particulars of the accident and injury.
14. The death of the Insured shall be established by an Official Death Certificate or in the event of his/her disappearance following an accident or the total loss of a vessel or aircraft, by a Court presuming his/her death.
15. 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.
16. 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 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 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 for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitrator under the provisions herein contained then the claim shall for all purposes be deemed to have been
17. The Indemnity expressed in the Policy shall not apply to nor include:
 - a. compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
 - b. costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.
18. 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, United States of America or Malaysia.

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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 Financial Markets Ombudsman Service (FMOS) or to approach Bank Negara Malaysia's BNMLINK 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 1 800 88 3833
Email : customer@kurnia.com
Website: www.kurnia.com
 - (c) **Financial Markets Ombudsman Service (FMOS)**
(Formerly known as Ombudsman for Financial Services)
Company No. : 200401025885
General Line : +603-2272 2811
Address : Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Website :www.fmos.org.my
 - (b) **BNMLINK**
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link : bnm.gov.my/BNMLINK
Website : www.bnm.gov.my
3. Liberty General Insurance Berhad is a member of PIDM. 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).