

## MOTORCYCLIST PERSONAL ACCIDENT INSURANCE POLICY

**WHEREAS** the Insured by an application and declaration which are duly incorporated herein has applied to **AmGeneral 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 member shall be treated as loss of member.

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 absolutely 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, 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;
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;

## MOTORCYCLIST PERSONAL ACCIDENT INSURANCE POLICY

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

## 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 practitioner 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.
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.

## MOTORCYCLIST PERSONAL ACCIDENT INSURANCE POLICY

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 abandoned and shall not thereafter be recoverable hereunder.
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.

## 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 Laman Informasi Nasihat dan Khidmat (LINK) addressed below:-
  - (a) Complaints Management Unit  
AmGeneral Insurance Berhad  
Menara Shell  
No. 211, Jalan Tun Sambanthan  
50470 Kuala Lumpur  
PO Box 11228, GPO Kuala Lumpur  
50740 W.P. Kuala Lumpur, Malaysia  
Tel : +603-2268 3333  
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) Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti Surat 10922  
50929 Kuala Lumpur  
Tel : 1300 88 5465  
Fax: +603-2174 1515