

PERFECT RIDER 24HR INSURANCE POLICY

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** answer 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**.

The heading does not form part of the **Policy** Wordings.

This **Policy** sets out what **You** are insured for as shown on the **Schedule** and the circumstances where **You** are covered and not covered.

Some words and expression have been printed out in bold because they have been given specific meaning in the **Policy**. **You** will find their meaning in the Definition.

DEFINITIONS

1. **We/Us/Our/Company** means AmGeneral Insurance Berhad.
2. **Policy** means **Your** insurance contract which consists of the **Policy** wording, **Schedule** and any Endorsement.
3. **Schedule** means the **Policy**/certificate of insurance/endorsement schedule, where **Your/Insured Person's** details, benefits and sum insured are stated.
4. **Insured/You/Your** means a person aged 18 years to 85 years old or a corporate body registered in Malaysia to whom this **Policy** is issued to provide cover for the **Insured Person**.
5. **Insured Person** means the person(s) named in the **Schedule** for whom coverage is provided for under this **Policy**. The eligibility criteria is as follows:
 - a) a Malaysian, Permanent Resident of Malaysia, Work Permit/Pass Holder in Malaysia and/or his/her legal spouse and/or **Child/Children/Parent/employee** who are legally residing in Malaysia. If the **Insured** is an individual, he/she must be one of the **Insured Person**. If the **Insured** is a corporate body, the **Insured** can only name its **employee** as the **Insured Person**.
 - b) the age of **Your** spouse, **Parent** and **employee** must be 18 years to 85 years old.
6. **Children** means **Your** legal, unmarried child/children (including step and legally adopted child/children) who is/are wholly dependent on **You** for financial support and who is/are
 - a) 30 days to 18 years old; or
 - b) up to 23 years old if he/she is studying full-time in a recognized institution of higher learning.
7. **Parent** means **Your** biological/legally adopted parent(s) who is/are wholly dependent on **You** for financial support.

8. **Period of Insurance** means the period for which **You** and the **Insured Person** are covered for the insurance coverage as stated in the **Schedule**.
9. **Accidental Bodily Injury** means a bodily injury occurring during the **Period of Insurance** which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement.
10. **Doctor** means a registered medical practitioner (other than **Yourself**, **Your** spouse or lineal relatives) qualified and licensed to practice western medicine and who, in rendering such treatment is practicing within the scope of his/her licensing and training in the geographical area of practice.
11. **Hospital** means any institution recognized by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organized facility for diagnosis and surgery, having twenty four (24) hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
12. **Loss of Sight** means total and irrecoverable loss of sight rendering the **Insured Person** absolutely blind in the eye and beyond remedy by surgical and other treatment.
13. **Loss of Speech** means total permanent inability to communicate verbally.
14. **Loss of Hearing** means total permanent and irrecoverable loss of hearing.
15. **Brawl** means a noisy disorderly and often violent quarrel or fight whether provoke or unprovoked.
16. **Demonstration** means a manifestation or grievances support or protest by public rallies and parades.
17. **Motor Vehicle** means a vehicle of any description, propelled by means of mechanism contained within itself and constructed or adapted so as to be capable of being used on roads, and includes a trailer.
18. **Employee** means any person under a contract of employment with **You** and is under **Your** payroll.

BENEFITS

1. **ACCIDENTAL DEATH**
When **Accidental Bodily Injury** results in **Insured Person's** death within twelve (12) months from the date of the accident, **We** will pay the sum specified in the **Schedule** to **You** or **Your** nominees or Administrator or Executors of **Your** estate
2. **PERMANENT DISABLEMENT**
When **Accidental Bodily Injury** results in any of the following Permanent Disablement losses within twelve (12) months from the date of the accident, **We** will pay to **You** up to the sum specified in the **Schedule** using the table of compensation shown below.

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TABLE OF COMPENSATION

| Description of Disablement | Compensation (Percentage (%) of Principal Sum Insured) |
|--|--|
| Loss of both hands or both feet or sight of both eyes | 100 |
| Loss of one hand and one foot | 100 |
| Loss of either hand or foot and sight of one eye | 100 |
| Total paralysis (from the neck down) | 100 |
| Permanent quadriplegia (loss or permanent total loss of use of four limbs) | 100 |
| Loss of four fingers and thumb in one hand | 50 |
| Loss of either hand or foot | 50 |
| Loss of hearing of both ears | 50 |
| Loss of speech | 50 |
| Loss of sight of one eye | 50 |
| Loss of all toes | 50 |

Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentages payable under Permanent Disablement benefit in respect of any one accident shall not exceed 100% of the sum specified in the **Schedule** for any one **Insured Person**.

In the event of a Permanent Disablement claim which subsequently result in death of the **Insured Person** in respect of the same accident, the total amount payable shall not exceeds the principal sum for Accidental Death.

3. MEDICAL EXPENSES, CORRECTIVE DENTAL AND/OR COSMETIC SURGERY AND/OR AMBULANCE FEES

a) MEDICAL EXPENSES

When by reason of **Accidental Bodily Injury**, the **Insured Person** shall require treatment by a **Doctor**, confinement in a **Hospital** or the employment of a licensed or graduate nurse, **We** will pay the actual expenses incurred within fifty two (52) weeks from the date of the accident for such treatment, hospital charges and nursing fees.

b) CORRECTIVE DENTAL AND/OR COSMETIC SURGERY

Corrective Dental and/or Cosmetic Surgery is payable if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon after an **Accidental Bodily Injury**. This benefit shall be limited to the actual expenses reasonably incurred for such treatment and provided surgical operation is performed within six (6) calendar months from the date of accident.

c) AMBULANCE FEES

We will pay up to the sum specified in the **Schedule** for ambulance fees incurred for the transportation of the **Insured Person** to and/or from the **Hospital** following an **Accidental Bodily Injury**.

The total amount payable under Benefit 3 is limited to sum specified in the **Schedule** per person for any one accident.

4. BEREAVEMENT ALLOWANCE

We will pay the sum specified in the **Schedule** to **You** or **Your** nominees or Administrator or Executors of **Your** estate upon valid claim payable under Benefit 1 (Accidental Death).

5. OUTSTANDING CREDIT CARD BALANCE

We will pay the amount required to repay the **Insured Person's** outstanding credit card billing balance which shall include interest in arrears until and including the date of accident in the event the **Insured Person** suffers death due to Accidental Bodily Injury, up to the sum specified in the **Schedule**. This benefit only applies to the **Insured Person** who has Credit Card(s) registered under his/her personal name (excluding balance by supplementary cardholder(s)).

Upon a valid claim, this benefit is payable to **You** or **Your** nominees or Administrator or Executors of **Your** estate

6. DOUBLE INDEMNITY

We will pay double the sum insured on Accidental Death or Permanent Disablement benefit if the **Insured Person** suffers either death or permanent quadriplegia or permanent total paralysis from the neck down as a result of a **Motor Vehicle** accident whether as a passenger, pillion or driver/rider and such accident occurs during a national public holiday in Malaysia.

7. VEHICLE BREAKDOWN ASSISTANCE AND TOWING SERVICE WITHIN MALAYSIA (Applicable for a private vehicle registered under Your name)

You are entitled for the Vehicle Breakdown Assistance and Towing Service benefit, provided by **Us** or service provider assigned by **Us** 24 hours a day, 365 days a year within Malaysia only. This benefit will be rendered to **You**/driver of the vehicle specified in the Schedule (hereinafter refer to as the **Named Vehicle**) in the event of a breakdown to the **Named Vehicle** during the **Period of Insurance**. **You**/driver of the **Named Vehicle** must call the 24 hours toll free number 1-800-88-3833 to request for the necessary assistance. The vehicle breakdown assistance and towing service is for an unlimited number of events.

The **Named Vehicle** must be a Private Vehicle registered under **Your** name.

If the **Named Vehicle** has broken down, **We** will provide these services at no cost to **You**/driver;

- Changing of flat tyres
- Replacing battery (if a new battery is required, this will be at **Your**/driver's expense)
- Jump starting of **Named Vehicle's** engine

The cost of all other minor or major repairs including replacements parts, carried out at breakdown site or service provider's workshop are to be negotiated and agreed upon between **You**/driver and the service provider. These costs will be **Your**/driver's responsibility.

If the **Named Vehicle** requires breakdown towing to complete repairs, **We** will arrange towing to the nearest service provider or to **You**/driver's specified destination and agreed by **Us** within the distance limit specified in the **Schedule**. Any incurred summons and/or compound from any authorities and parking fees (if any) are not covered.

The **Named Vehicle** will not be covered for the Breakdown and Towing Assistance if:

- a) the vehicle has no engine or transmission, for purpose of disposing off vehicle or towing from one workshop to another.
- b) the vehicle is in any remote area or non-gazetted road e.g. estate, plantation, jungle, basement & roof top parking area.
- c) any Act of God, catastrophes, adverse weather conditions and other factors which may be beyond **Our** or **Our** service provider's control in rendering the necessary services.
- d) if there is a power failure or mishap that may not permit **Us** or **Our** service provider to render the necessary services.

CLAUSES

STRIKE, RIOT AND CIVIL COMMOTION

It is hereby declared and agreed that this **Policy** is extended to cover death or disablement to the **Insured Person** arising from Strike, Riot and Civil Commotion caused directly by:

- a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbance.

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- c. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- d. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

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

Provided that in connection with this extension the **Insured Person** shall sustain bodily injury as defined by the **Policy** whilst as an innocent bystander and not as a result of active participation directly or indirectly in such Strike, Riot or Civil Commotion.

HIJACKING

It is hereby declared and agreed that this **Policy** is extended to cover death or disablement to the **Insured Person** arising from hijacking whether on land transit as a ticket holding passenger or whilst travelling in an aircraft as a ticket holding passenger over established air routes in a fully licensed standard type aircraft owned and/or operated by a recognized airline or as a fare-paying passenger on any water-borne vessel used for the carriage and conveyance of passengers.

DROWNING

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against death or disablement as herein defined arising out of or resulting from drowning with or without any sign of external or violent visible injury.

AMATEUR SPORTS

It is hereby declared and agreed that this **Policy** is extended to cover death or disablement arising whilst the **Insured Person** is engaged in indoor or outdoor sports except those excluded under Exclusion no. 12(a) as an amateur.

UNPROVOKED MURDER AND ASSAULT

It is hereby declared and agreed that the cover provided under this **Policy** includes death or disablement proximately caused as a result of assault or murder or any attempt thereon to the **Insured Person**, excluding death or bodily injury sustained where the **Insured Person** was committing or intended to commit such act therein.

DISAPPEARANCE

It is agreed and understood that if after a period of one (1) year has elapsed and the **Company** having examined all evidence available shall have no reason to suppose other than that an accident has occurred and that a Court of Law has pronounced such **Insured Person** to be missing and legally presumed dead the disappearance shall be considered to constitute a claim under this **Policy**.

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

WINTER SPORTS

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against death or disablement whilst engaged in winter sports activities as an amateur.

NATURAL DISASTERS

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against death or disablement caused by earthquake, flood, volcanic eruption, tidal wave, lightning, windstorm, hurricane, cyclone, typhoon, La Nina and landslip/landslide.

EXPOSURE TO NATURAL ELEMENTS

It is hereby declared and agreed that this **Policy** covers bodily injury caused by exposure to the elements as a result of an accident covered hereunder provided that in the event of death of the **Insured Person** caused by exposure to the elements that this death is the subject of a properly constituted judicial body enquiry by which it is found that the **Insured Person** died of exposure as a result of an accident.

MOTORCYCLING

It is hereby declared and agreed that this **Policy** extends to cover the **Insured Person** whilst riding a motorcycle or as a pillion for private or business purposes provided always that the **Company** shall not be liable for any claim arising out of racings, pace-making or participation of the **Insured Person** in any speed contest reliability or other trials.

HUNTING

It is hereby declared and agreed that this **Policy** extends to cover the **Insured Person** against death or disablement whilst engaged in hunting, provided approval permits/licence from the relevant authorities have been obtained and the **Insured Person** holds a valid licence to possess and use firearms for hunting purposes only.

SCUBA DIVING

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against death or disablement whilst engaged in scuba diving as an amateur.

SUFFOCATION THROUGH SMOKE, FUMES OR POISONOUS GAS

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** against death or disablement arising from accidental suffocation through Smoke, Fumes or Poisonous Gas.

TERRORISM COVER

It is hereby declared and agreed that this **Policy** is extended to cover death and disablement arising from Terrorism acts but shall exclude Terrorism as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined. For the purpose of this Clause:

- a) Terrorism means an acts, or acts of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorism can include, but not limited to the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).
- b) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapons or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

EXCLUSIONS

This **Policy** does not provide coverage under any of the following circumstances:

- 1. Loss caused directly or indirectly, wholly or partly:
 - a) by any kind of disease, illness, sickness, virus, infection or parasites;
 - b) childbirth, miscarriage, pregnancy or any related complication;
 - c) If the **Insured Person** 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 Person** is incapable of having proper control of a vehicle. The **Insured person** 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 Person** 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;

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- d) If the **Insured Person** does not have a valid driving licence to drive a vehicle. This will not apply if the **Insured Person** has expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
2. Any bodily injury which shall result in hernia.
3. Self-inflicted injuries, insanity, suicide or any attempt thereof (whether sane or insane).
4. Any pre-existing conditions, physical defect or infirmity, fits of any kind.
5. While committing or attempting to commit any unlawful act.
6. Loss happening outside the Territorial Limit.
7. Loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The **Insured Person** shall, if so required, and as a condition precedent to any liability of the **Company**, prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes.
8. Ionization, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials.
9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
10. Flying or travelling in an aircraft other than as a fare paying passenger with a licensed carrier on a schedule domestic or international route.
11. While participating in a **Brawl** or **Demonstration**.
12. The **Insured Person** engaging in:
 - a) water-skiing, any underwater activities involving use of underwater breathing apparatus (except scuba diving), mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, martial arts, horse riding, wrestling, boxing, professional sports/games, racing of any kind other than on foot, pace-making, speed or reliability trails
 - b) use of woodworking machinery driven by mechanical power.
13. Loss, damage or liability to the **Named Vehicle** specified in the Schedule or caused by the said Vehicle during the breakdown assistance and towing service.
14. Occupational exclusions - for **Insured Person** working as or involved in the types of occupation listed below (whether on a temporary or permanent basis), no benefit shall be payable under this **Policy** for **Accidental Bodily Injury** whilst on active duty of any of the following activities:
racer, professional sportsman, seaman, logger, off-shore worker, air crew member, fisherman, horse jockey, professional entertainer, explosive maker/handler, ship crew, test pilots and drivers, stevedores, professional divers, fireman, underground worker/miner, member of armed forces, naval military or air force service or operations, police force and rescue service.
15. Death or disablement caused directly or indirectly by provoked murder or assault, food poisoning, insect, snakes, vermin and animal bites.

1. THE CONTRACT

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.

2. CONDITION PRECEDENT TO LIABILITY

The **Insured/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**.

3. TERRITORIAL LIMIT

The coverage for Benefit 1 to 6 as afforded under this **Policy** is worldwide twenty-four (24) hours a day. Benefit 7 is confined to 24 hours a day within Malaysia.

4. OVERSEAS RESIDENT

Only Accidental Death and Permanent Disablement Benefits will be payable should the **Insured Person** reside outside Malaysia for more than ninety (90) consecutive days.

5. WORK PERMIT / PASS HOLDER IN MALAYSIA

For **Insured Person** who is a work permit/pass holder in Malaysia, this **Policy** will automatically become null and void if the **Insured Person's** work permit/pass has expired or has been cancelled by the relevant authorities. **We** will return any proportionate part of the premium corresponding to the unexpired **Period of Insurance**.

6. CURRENCY AND EXCHANGE RATES

All premiums shall be paid in Malaysian Ringgit. In the event the **Insured Person** is admitted into a **Hospital** and/or receives medical treatment outside Malaysia and renders bills in a currency other than Malaysian Ringgit, **We** shall indemnify **You** in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the **Insured Person** is discharged from **Hospital**.

7. PORTFOLIO WITHDRAWAL CONDITION

We reserve the right to withdraw the portfolio as a whole if it decides to discontinue underwriting this insurance product. Withdrawal of the portfolio as a whole shall be given thirty (30) days written notice to **You** and **We** will run off all policies to expiry of the **Period of Insurance/cover**.

8. CHANGES IN POLICY

Any changes in this **Policy** shall be invalid unless approved by **Our** authorised officer and such approval must be endorsed hereon.

9. CLAIMS

- a) On the happening of any accident for which compensation is payable under this **Policy**, the **Insured Person** shall immediately employ the services of a **Doctor** and undergo any treatment such practitioner shall deem necessary.
- b) Upon the happening of any accident likely to give rise to a claim under this **Policy**, **You** and/or **Insured Person** shall within fourteen (14) days after the happening of the accident give written notice to **Us** and furnish full particulars of the accident and injury. The death of the **Insured Person** shall be established by an official Death Certificate or in the event of his/her disappearance following an accident, by a Court presuming his/her death.

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- c) After the occurrence of any accident under which a claim has arisen or may arise **You** and/or **Insured Person** shall use the best endeavors to preserve any appliances or things whether damaged or defective or otherwise which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be made to any article concerned with or involved in the accident without prior consent in writing from **Us**. **You** and/or **Insured Person** shall not without **Our** consent in writing repudiate liability, negotiate or make any admission, offer promise or payment in connection with any accident or claim. **We** shall be entitled if it so desires to take over and conduct in **Your** and/or **Insured Person's** name the defense of any claim or to prosecute in **Your** and/or **Insured Person's** name at **Our** expense and for **Our** own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claims and **You** and/or **Insured Person** shall give all such information and assistance as required by **Us**.
- d) All certificates, accounts receipts, document, information and evidence required by **Us** shall be furnished at **Your** and/or **Insured Person's** expense and shall be in such form and such nature as **We** shall prescribe.

10. MEDICAL EXAMINATION

We shall have the right and opportunity to examine the **Insured Person(s)** as often as may reasonable required during the pendency of claim hereunder, and also the right to make an autopsy in case of accidental death at **Our** expense.

11. TWO OR MORE POLICIES

If at the time of any claim arising under Benefit 3 (Medical Expenses, Corrective Dental and/or Cosmetic Surgery and/or Ambulance Fees) and Benefit 5 (Outstanding Credit Card Balance) of this **Policy**, there shall be any other insurances covering the same risk or any part thereof, **We** shall only be liable for the balance of the expenses incurred up to the benefit sum insured specified in the **Schedule** if the **Insured Person** has been reimbursed under other insurance policies.

12. CANCELLATION BY YOU

You may cancel this **Policy** at any time by giving written notice to **Us**. **We** will retain the premium according to the short period table for the period the **Policy** has been in force and refund to **You** the unexpired portion of the **Policy** period, provided no claim has been made during the **Period of Insurance**.

Short Period Table

| Period Not Exceeding | Percentage (%) of Refund of Annual Premium |
|----------------------------|--|
| 1 month | 80 |
| 2 months | 70 |
| 3 months | 60 |
| 4 months | 50 |
| 5 months | 40 |
| 6 months | 30 |
| 7 months | 25 |
| 8 months | 20 |
| 9 months | 15 |
| 10 months | 10 |
| 11 months | 5 |
| Period exceeding 11 months | No refund |

13. CANCELLATION BY US

We may cancel this **Policy** at any time by giving fourteen (14) days written notice by registered letter to **Your** address as last known to **Us** and will state when such cancellation shall be effective. **We** will return the pro rata unearned portion of any premium paid by **You**. Such cancellation shall be without prejudice to any claim originating prior thereto.

14. ARBITRATION

All differences arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference 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 **Us**.

If **We** shall disclaim liability to **You** 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 for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15. GOVERNING LAW

The indemnity expressed in this **Policy** shall not apply to or include:

- a) compensation for damages in respect of judgment 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** that are not incurred in and recoverable in Malaysia.

16. PERIOD OF COVER AND RENEWAL CONDITION

This **Policy** shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the **Period of Insurance** and is renewable from year to year by mutual agreement between **You** and **Us**. This **Policy** will be subject to revision at the **Policy** Anniversary which shall be one year after the effective date and annually thereafter.

17. DUTY OF DISCLOSURE BEFORE THIS INSURANCE IS GRANTED

- a) Where **You** have applied for this insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** are also required to disclose any other matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

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

- b) If **You** do not fully and faithfully provide this information, the insurance may not be valid or the **Policy** may not cover **You** /**Insured Person** fully.

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18. DUTY OF DISCLOSURE DURING THIS INSURANCE

During this insurance **You** are required to immediately inform **Us** of any changes in **Insured Person's** occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may:

- a) require **You** to pay an additional premium for the increase risk or
- b) make changes to the terms and conditions of this **Policy** or
- c) leave the **Policy** terms, conditions and premium unaltered.

You will only be covered for any increased risk if agreed in writing by **Us**.

19. PAYMENT OF PREMIUM – CASH BEFORE COVER

You must pay the premium before coverage under this **Policy** is effective.

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
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