

# RIGHT COVER *Plus.*



## Personal Accident Insurance Policy

**AmGeneral Insurance Berhad** 197801007153 (44191-P)

*A member of the AmBank Group*

Menara Shell, No. 211, Jalan Tun Sambanthan, 50470, Kuala Lumpur, Malaysia.

PO Box 11228, GPO Kuala Lumpur, 50740 W.P. Kuala Lumpur, Malaysia.

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



1 800 88 3833



[customer@kurnia.com](mailto:customer@kurnia.com)



[www.kurnia.com](http://www.kurnia.com)

# Table of Contents:

<b>1</b>	<b>Definitions</b>	<b>1</b>
<b>2</b>	<b>Benefits</b>	<b>2</b>
	• Accidental Death	2
	• Permanent Disablement	3
	• Funeral Expenses	3
	• Medical Expenses, Corrective Dental and/or Cosmetic Surgery and/or Ambulance Fees	4
	• Purchase Of Orthopaedic Equipment	4
	• Daily Hospital Income	4
	• Double Hospital Income	4
	• Triple Indemnity	4
<b>3</b>	<b>Clauses</b>	<b>5</b>
	• Strike, Riot And Civil Commotion	5
	• Hijacking	5
	• Drowning	5
	• Amateur Sports	5
	• Murder And Assault	5
	• Disappearance	5
	• Winter Sports	5
	• Natural Disasters	5
	• Exposure To Natural Elements	5
	• Motorcycling	6
	• Hunting	6
	• Scuba Diving	6
	• Suffocation Through Smoke, Fumes Or Poisonous Gas	6
	• Terrorism Cover	6
	• Food And/Or Drink Poisoning	6
	• Insect, Snake, Vermin And Animal Bites	6
<b>4</b>	<b>Exclusions</b>	<b>6</b>
<b>5</b>	<b>Conditions</b>	<b>7</b>
<b>6</b>	<b>Clauses &amp; Endorsements</b> (applicable only if specified in the Policy Schedule)	<b>10</b>
<b>7</b>	<b>Important Notice</b>	<b>11</b>

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 (when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (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** Wording.

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 expressions have been printed out in bold because they have been given specific meaning in the **Policy**. **You** will find their meaning in Definitions.

### 1

## Definitions

For the purpose of this **Policy**, the following definitions apply:

1. **We/Us/Our/Company** means AmGeneral Insurance Berhad.
2. **Policy** means **Your** insurance contract which consists of this **Policy** wording, **Schedule** and any Endorsement.
3. **Schedule** means the **Policy**/endorsement schedule/certificate of insurance, where **Your/Insured Person's** details, benefits and sum insured are stated.
4. **Insured/You/Your** means the person named as the Insured in the **Schedule** and who pays premium aged between sixteen (16) years and seventy-five (75) years old, and renewable for the lifetime of the **Insured** or a corporate body registered in Malaysia. **Insured** aged sixteen (16) years old and above but below the age of eighteen (18) years old must obtain parental/guardian consent before purchasing this insurance **Policy**.
5. **Insured Person** means the person(s) named in the **Schedule** for whom coverage is provided for under this **Policy**. The eligibility criteria are as follows:
  - a) a Malaysian, Permanent Resident of Malaysia, Work Permit/Pass Holder in Malaysia and/or his/her **Spouse** and/or **Children** or **Employee** who is/are residing in Malaysia. If the **Insured** is a corporate body, the **Insured** can name its **Employee** as the **Insured Person**; and
  - b) aged between sixteen (16) years and seventy-five (75) years old and renewable for the lifetime of the **Insured Person** during the **Period of Insurance** except for the **Children** where the age eligibility is defined under Definition No. 6 — **Children**.
6. **Children** means all **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) aged thirty (30) days to eighteen (18) years old; or
  - b) up to twenty-five (25) years old if he/she is studying full time in a recognised institution of higher learning.
7. **Period of Insurance** means the period for which the **Insured Person** is covered for the insurance coverage as stated in the **Schedule**.
8. **Accident/Accidental** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall independently, from any other cause, be the sole cause of **Bodily Injury**.
9. **Bodily Injury** means an injury occurring during the **Period of Insurance** which is the direct result of **Accidental**, violent, external and visible means.
10. **Loss of Sight** means total and irrecoverable loss of all sight rendering the **Insured Person** absolutely blind in the eye and beyond remedy by surgical or other treatment.
11. **Brawl** means a noisy, disorderly and often violent quarrel or fight whether provoked or unprovoked.

12. **Demonstration** means a manifestation or grievances support or protest by public rallies and parades.
13. **Employee** means any person under a contract of employment with **You** and is under **Your** payroll.
14. **Total Permanent Disablement** means physical disablement as a result of injury and commencing within twelve (12) calendar months from the date of **Accident**, an **Insured Person** is totally, continuously and permanently disabled and prevented from performing three (3) or more **Activities of Daily Living** as herein defined which would normally be carried out by him/her in daily life had such disablement not occur.
15. **Activities of Daily Living** means:
  - a) Transfer: Getting in and out of a chair without requiring any physical assistance.
  - b) Mobility: The ability to move from room to room without requiring any physical assistance.
  - c) Contenance: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
  - d) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person.
  - e) Bathing/Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
  - f) Eating: All tasks of getting food into the body once the food has been prepared.
16. **Doctor** means a registered medical practitioner (other than **You/Insured Person, Your/Insured Person's Spouse** or lineal relatives) qualified and licensed to practise western medicine and who, in rendering such treatment, is practising within the scope of his/her licensing and training in the geographical area of practice.
17. **Hospital** means any institution recognised by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having twenty-four (24) hours a 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, a place for the care or treatment of alcoholics or drug addicts, or home for the aged.
18. **Principal Sum Insured** means sum insured according to type of plan purchased by **You** (not including renewal bonus).
19. **Public Transport** means any transportation provided by a registered operator for the use by general public as fare-paying passengers, typically managed on a regular scheduled services and established routes. **Public Transport** includes taxi and e-hailing services but does not include all modes of transportation that are chartered or arranged as part of a tour even if the services are regularly scheduled.
20. **Loss of Hearing** means total permanent and irrecoverable loss of hearing.
21. **Loss of Speech** means total permanent inability to communicate verbally.
22. **Spouse** means the legally married spouse of the **Insured** under the Malaysia laws named in the **Schedule**.
23. **Family Plan Type** means the coverage under this **Policy** for **You**, one of **Your Spouse** and **Your Children** (irrespective of the number of children as long as it fulfils the Definition No. 6 — **Children**), who are named as **Insured Person** in the **Schedule**.
24. **Individual and unlimited no. of Children Plan Type** means the coverage under this **Policy** for **You** and **Your Children** who are named as **Insured Person** in the **Schedule**.

## 2

### Benefits

#### 1. ACCIDENTAL DEATH

If during the **Period of Insurance**, an **Insured Person** sustains **Accidental Bodily Injury** which results in his/her death within twelve (12) months from the date of the **Accident**, **We** will pay the **Principal Sum Insured** specified in the **Schedule** and his/her renewal bonus entitlement, if any, to **You** or **Your** nominees or Administrator or Executors of **Your** estate.

Upon receiving a police report, death certificate and post-mortem report, **We** will pay 30% of the **Principal Sum Insured** as advance payment. However, the advance payment is not an immediate admission of liability and in the event that the **Accidental** death does not fall within the **Policy** terms, provisos, exclusions and conditions, the advance payment shall be refunded to the **Company** within thirty (30) days from **Our** notice.

##### Annual Renewal Bonus:

Upon each annual renewal of **Your Policy**, the **Principal Sum Insured** shall be increased by 10% per year up to a maximum of 100% of the **Principal Sum Insured** at the inception of the **Policy** provided that:

- a) no claim has been made under Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) during the **Period of Insurance** in the preceding year; and
- b) the **Policy** has been continuously renewed without any lapsed period.

If an **Insured Person** made a claim under Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) of this **Policy**, his/her accumulated renewal bonuses will be forfeited and computations for future renewal bonuses will begin anew from the next renewal date of this **Policy**.

## 2. PERMANENT DISABLEMENT

If during the **Period of Insurance**, an **Insured Person** sustains **Accidental Bodily Injury** which 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.

**Table of Compensation**

Description of Permanent Disablement	Compensation Percentage (%)
Total Permanent Disablement	100
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

### Annual Renewal Bonus:

Upon each annual renewal of **Your Policy**, the **Principal Sum Insured** shall be increased by 10% per year up to a maximum of 100% of the **Principal Sum Insured** at the inception of the **Policy** provided that:

- no claim has been made under Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) during the **Period of Insurance** in the preceding year; and
- the **Policy** has been continuously renewed without any lapsed period.

If an **Insured Person** made a claim under Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) of this **Policy**, his/her accumulated renewal bonuses will be forfeited and computations for future renewal bonuses will begin anew from the next renewal date of this **Policy**.

### **Provisions for Benefit 1, 2 and 8**

- Total loss of use of member shall be treated as loss of member.
- Upon **Accidental Death**, Payment shall be made under Benefit 1 (**Accidental Death**) or Benefit 8 (Triple Indemnity).
- The aggregate of all percentages payable under Benefit 2 (Permanent Disablement) in respect of any one **Accident** in one (1) **Policy** year shall not exceed 100% of **Principal Sum Insured** or 300% of the **Principal Sum Insured** if Benefit 8 (Triple Indemnity) applies.
- Any sum payable under Benefit 1 (**Accidental Death**) shall be reduced by the total payment made under Benefit 2 (Permanent Disablement) in respect of the same injury or **Accident** for any one **Insured Person**.
- Upon payment of Benefit 1 (**Accidental Death**) or 100% of Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) during the **Period of Insurance**, all insurance hereunder for an **Insured Person** shall immediately cease to be in force.

## 3. FUNERAL EXPENSES

**We** will pay up to 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**).

#### 4. 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 to take care of the **Insured Person** and is recommended by the attending **Doctor**, **We** will pay **You** the actual expenses incurred within fifty-two (52) weeks from the date of the **Accident** up to the sum specified in the **Schedule**.

##### 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 **You** 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 4 (Medical Expenses, Corrective Dental and/or Cosmetic Surgery and/or Ambulance Fees) is limited to the sum specified in the **Schedule** per person for any one **Accident**.

#### 5. PURCHASE OF ORTHOPAEDIC EQUIPMENT

In the event the **Insured Person** suffers Permanent Disablement due to an **Accident**, **We** will indemnify **You** up to the sum specified in the **Schedule**, the actual costs of purchasing the following medical equipment provided such medical equipment is necessary to assist in the mobility of the **Insured Person** and is recommended by the attending **Doctor**:

- a) wheelchair;
- b) artificial arms or legs; and/or
- c) crutches.

#### 6. DAILY HOSPITAL INCOME

**We** will pay **You** a daily benefit as specified in the **Schedule** for the period of hospitalisation of the **Insured Person** (excluding while in the Intensive Care Unit) in a **Hospital** as a result of **Accidental Bodily Injury** up to a maximum of one hundred (100) days per **Accident**. All periods of **Hospital** confinement due to the same cause shall be considered as one **Accident**. This benefit is payable only if the **Insured Person** is hospitalised for a minimum of eight (8) consecutive hours and such hospitalisation occurs within fourteen (14) days from the date of **Accident**.

#### 7. DOUBLE HOSPITAL INCOME

**We** will pay **You** the sum specified in the **Schedule** for the period of hospitalisation of the **Insured Person** in Intensive Care Unit (ICU) of a **Hospital** as a result of **Accidental Bodily Injury** for up to a maximum of one hundred (100) days per **Accident**. All periods of ICU confinement due to the same cause shall be considered as one **Accident**. This benefit is payable only if the **Insured Person** is hospitalised for a minimum of eight (8) consecutive hours and such hospitalisation occurs within fourteen (14) days from the date of **Accident**.

#### 8. TRIPLE INDEMNITY

**We** will pay triple (300%) of the **Principal Sum Insured** covered (excluding renewal bonus entitlement) for Benefit 1 (**Accidental Death**) or Benefit 2 (Permanent Disablement) in the event **Insured Person** suffers either death or permanent quadriplegia (loss or permanent total loss of use of four limbs) or total paralysis from the neck down as a result of an **Accident** and the said **Accident** occurs:

- a) during a national public holiday in Malaysia as gazetted by the Malaysian Government; or
- b) while travelling as a fare-paying passenger on any mode of **Public Transport**; or
- c) while **Travelling Overseas**.

**Travelling Overseas** in this context means travelling for leisure or business purpose for a period not exceeding ninety (90) consecutive days per trip and subject to the following:

- The **Insured Person** is a Malaysian, and the **Insured Person** is travelling out of Malaysia.
- The **Insured Person** is a Malaysian and is also holding a permanent residence in another country, then this benefit is only applicable if the **Insured Person** is travelling out of Malaysia and out of that country in which he/she has a permanent residence.
- The **Insured Person** is a non-Malaysian having a Work Permit/Pass in Malaysia, then this benefit would only be applicable if the **Insured Person** is travelling out of Malaysia and out of his/her country of origin.

Triple Indemnity is only applicable for either one of a, b or c above, and are not for all the above. In the event of a claim having been paid to an **Insured Person** for a Triple Indemnity Benefit, all insurance hereunder for the said **Insured Person** shall immediately cease to be in force.

Renewal bonus is not applicable for Triple Indemnity Benefit.

**STRIKE, RIOT AND CIVIL COMMOTION**

It is hereby declared and agreed that this **Policy** is extended to cover **Accidental** Death, Permanent Disablement 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 minimising the consequences of any such disturbance;
- 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 minimising 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. In default of 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** while 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 **Accidental** Death, Permanent Disablement or disablement to the **Insured Person** arising from hijacking whether on land transit as a ticket-holding passenger or while 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 recognised 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 **Accidental** Death, Permanent Disablement 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 **Accidental** Death, Permanent Disablement or disablement arising while the **Insured Person** is engaged in indoor or outdoor sports as an amateur.

**MURDER AND ASSAULT**

It is hereby declared and agreed that the cover provided under this **Policy** includes **Accidental** Death, Permanent Disablement or disablement proximately caused as a result of assault or murder or any attempt thereon to the **Insured Person**, excluding murder and assault resulting from provocation by the **Insured Person**.

**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 **Accidental** Death, Permanent Disablement or disablement while 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 **Accidental** Death, Permanent Disablement 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** is extended to cover **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** is extended to cover the **Insured Person** while 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 racing, 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** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement while engaged in hunting, provided approval permit/licence from the relevant authorities has 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 **Accidental** Death, Permanent Disablement or disablement while 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 **Accidental** Death, Permanent Disablement 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 **Accidental** Death, Permanent Disablement and disablement arising from Terrorism acts but shall exclude Terrorism as the sole result of the utilisation 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 act, 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 organisation(s) or government(s).
- b) Utilisation 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 among people or animals.
- c) Utilisation 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 among people or animals.
- d) Utilisation 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 synthesised toxins) which are capable of causing incapacitating disablement or death among people or animals.

## FOOD AND/OR DRINK POISONING

It is hereby declared and agreed that the **Policy** is extended to cover the **Insured Person** against **Accidental** Death, Permanent Disablement or disablement as herein defined arising out of or resulting from **Accidental** food and/or drink poisoning.

Medical Expenses as a result of food and/or drink poisoning are payable provided the **Insured Person** is hospitalised for minimum eight (8) consecutive hours.

## INSECT, SNAKE, VERMIN AND ANIMAL BITES

It is hereby declared and agreed that this **Policy** is extended to cover **Accidental** Death, Permanent Disablement or disablement to the **Insured Person** arising from insect, snake, vermin and animal bites, excluding disease or illness caused by parasites, bacteria or viruses carried by insects, snake, vermin and/or animal bites.

# 4

## 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.
2. Any **Bodily Injury** which shall result in hernia.



3. Suicide, attempted suicide or self-inflicted injury, regardless of **Insured Person's** state of mind at the time the incident occurred or insanity.
4. Any pre-existing conditions, physical defect or infirmity, fits of any kind.
5. While committing or attempting to commit any unlawful act including but not limited to while the **Insured Person** is under the influence of alcohol or intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substance (with the exception of drugs taken in accordance with the treatment prescribed and directed by a **Doctor**).
6. 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 nationalisation 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.
7. Ionisation, radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials.
8. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
9. Flying or travelling in an aircraft other than as a fare-paying passenger with a licensed carrier on a scheduled domestic or international route.
10. While participating in a **Brawl** or **Demonstration**.
11. 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.
12. Death or disablement caused directly or indirectly by murder or assault resulting from provocation by the **Insured Person**.
13. 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** while 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.
14. 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 is not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.

## 5

### Conditions

#### 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 whenever 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 under this **Policy** is twenty-four (24) hours a day worldwide unless otherwise endorsed or amended.

#### 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. PORTFOLIO WITHDRAWAL CONDITION

**We** reserve the right to withdraw the portfolio as a whole if **We** decide 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**.

#### 6. CHANGES IN POLICY

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

#### 7. BENEFITS FOR SPOUSE AND CHILDREN

- a) **Your Spouse** receives the same benefit amount as **Your** benefit.
- b) The coverage in respect of each of **Your Children** shall be 20% of **Your** benefit.

#### 8. CLAIM

- 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 from the date 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.
- 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 endeavours 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**. **We** shall be entitled if **We** so desire 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.

#### 9. MEDICAL EXAMINATION

**We** shall have the right and opportunity to examine the **Insured Person** as often as may reasonably be required during the pendency of claim hereunder, and also the right to make an autopsy in case of **Accidental** Death at **Our** expense.

#### 10. CANCELLATION BY YOU

**You** may cancel this **Policy** at any time by giving written notice to **Us**. In the event premium has been paid for any period beyond the date of cancellation, **Our** customary short period rates shall apply provided that no claims have been made during the **Period of Insurance**.

## Customary short period rates

Period Insured Not Exceeding	Percentage (%) of Annual Rate Charged	Percentage (%) of Refund of Annual Premium
1 month	20	80
2 months	30	70
3 months	40	60
4 months	50	50
5 months	60	40
6 months	70	30
7 months	75	25
8 months	80	20
9 months	85	15
10 months	90	10
11 months	95	5
Period exceeding 11 months	100	No refund

### 11. 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 refund the premium for the unexpired portion of the **Period of Insurance** on pro-rated basis. Such cancellation shall be without prejudice to any claim originating prior thereto.

### 12. POLICY AUTOMATIC TERMINATION

This **Policy** shall automatically be terminated:

- Upon the death of the **Insured**; or
- Upon payment of Benefit 1 (**Accidental** Death) or 100% of Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) of the **Insured**; or
- When the **Insured's** work permit/pass has expired or has been cancelled by the relevant authorities in Malaysia.

Except for item 12 (a) and (b) above, **We** will refund the premium for the unexpired portion of the **Period of Insurance** on pro-rated basis provided that no claims have been made during the **Period of Insurance**.

### 13. AUTOMATIC TERMINATION OF POLICY BENEFITS

The benefit of the individual **Insured Person** under this **Policy** shall be automatically terminated:

- Upon the death of the **Insured Person**; or
- Upon payment of Benefit 1 (**Accidental** Death) or 100% of Benefit 2 (Permanent Disablement) or Benefit 8 (Triple Indemnity) of the **Insured Person**; or
- When the **Insured Person's** work permit/pass has expired or has been cancelled by the relevant authorities in Malaysia.

Except for item 13 (a) and (b) above, **We** will refund the premium for the unexpired portion of the **Period of Insurance** on pro-rated basis provided that no claims have been made during the **Period of Insurance**.

### 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 will 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 midnight (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.

## 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 increased 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**.

## 18. PAYMENT OF PREMIUM — CASH BEFORE COVER

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

# 6

## Clauses And Endorsements to be attached and read as part of the Policy (applicable only if specified in the Policy Schedule)

### SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION

Nominated Account shall mean the account nominated by the **Insured** in the Auto Renewal Instruction Form, or as subsequently instructed by the **Insured** in writing, to which premiums for this **Policy** will be debited or charged.

#### Premium

- a) Premium as stated in the **Policy Schedule** shall be due on the Effective Date of **Policy**. If payable yearly, on each **Policy** anniversary date; and if payable monthly, on the same date of each month thereafter. If the month for which premium is due does not have a corresponding date, then the premium shall be paid on the last day of that month.
- b) Premium will be charged to the **Insured's** Nominated Account when due.
- c) Payment of premium when due automatically renews the **Policy**. No renewal documents are issued and the existing **Policy** is the evidence of valid cover.

#### Automatic Termination

- a) This **Policy** shall terminate immediately on the termination of the **Insured's** Nominated Account to which premium payable for this **Policy** is debited or charged.
- b) Non-payment of premium when due.

## 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