

PA SUPREME 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 or during any subsequent period for which the Insured pays and the Company shall agree to accept the premium the Insured Person 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 the sum or sums of money stated in the Schedule and in accordance to the Table of Benefits provided in this policy.

DEFINITIONS

1. Company / We / Us shall mean AmGeneral Insurance Berhad.
2. Effective Date shall mean the effective date of this Policy as stated in the Policy Schedule.
3. Policy Anniversary Date refers to the same date each year as the Policy effective date.
4. Schedule shall mean the document attaching to and forming an integral part of the Policy that provides details of Insured / Insured Person, terms and conditions that are specified to this contract of insurance.
5. Insured shall mean a person or a corporate body as described in the Schedule / Certificate of Insurance to whom this Policy has been issued in respect of cover for the Insured Person(s).
6. Insured Person shall mean the person(s) named or described in the Schedule / Certificate of Insurance / Endorsement as the Insured Person and who must be a Malaysian, permanent resident of Malaysia, work permit holder in Malaysia and their spouse and children who are legally residing in Malaysia.
7. Medical Practitioner shall mean a physician or traditional Medicine Practitioner who is registered and duly qualified to practice medicine, treatment and surgery authorized in the geographical area of his / her practice, but excluding a physician or practitioner who is the Insured / Insured Person himself / herself, or the spouse or lineal relative of the Insured / Insured Person.
8. Hospital shall mean 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 facilities for diagnosis and surgery, having 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 or similar establishment.

9. Loss of Eye shall mean total and irrecoverable loss of all sight rendering the Insured Person absolutely blind in the eye beyond remedy by surgical or other treatment.
10. Total Permanent Disablement shall mean 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 daily life had such disablement not occur.
11. Activities of Daily Living as stated in this Policy shall have the following meanings:
 - 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. Continence: 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 it has been prepared.

SPECIAL PROVISIONS

1. No sum stated in the Schedule shall be payable:
 - a. under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) unless the death or disablement occurs within twelve (12) calendar months from the date of accident.
 - b. under Benefit 3 (Medical Expenses) unless the medical treatment provided is from a medical practitioner.
 - c. under Benefit 8 (Daily Hospital Income) unless each hospital confinement period is for a minimum eight (8) consecutive hours and such hospitalisation occurs within fourteen (14) days from the date of accident.
 - d. under Benefit 11 (Blood Transfusion) unless the Insured Person is positively diagnosed with Human Immunodeficiency Virus (HIV) within two (2) years from the date of the Blood Transfusion.
 - e. until the total amount of compensation shall have been ascertained and agreed.
2. With respect to Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement), the aggregate of all percentages payable in respect of any one accident shall not exceed 100% of the principal sum insured plus additional sum insured accumulated attributed to renewal bonus. In the event of this maximum Sum Insured has been paid to an Insured Person all insurance hereunder for the said Insured Person shall immediately cease to be in force. All losses under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) lesser than maximum Sum Insured if having been paid shall reduce the coverage under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) by that amount from the date of accident until the expiration of the Policy.

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TABLE OF BENEFITS

DESCRIPTION	COMPENSATION Percentage (%) of Principal Sum Insured
1. ACCIDENTAL DEATH (occurring within 12 calendar months from date of accident)	100
2. PERMANENT DISABLEMENT (occurring within 12 calendar months from date of accident) resulting in:	
a. Total permanent disablement	100
b. Total paralysis or permanently bedridden	100
c. Loss of	
i) one hand or arm	100
ii) one foot or leg	100
iii) all sight in one or both eyes	100
d. Loss of	
i) hearing in both ears	75
ii) hearing in one ear	15
iii) speech	50
e. Loss of	
i) four fingers and thumb of one hand	50
ii) four fingers of one hand	40
f. Loss of thumb	
- both phalanges	25
- one phalanx	10
g. Loss of index finger	
- three phalanges	10
- two phalanges	8
- one phalanx	4
h. Loss of middle finger	
- three phalanges	6
- two phalanges	4
- one phalanx	2
i. Loss of ring finger	
- three phalanges	5
- two phalanges	4
- one phalanx	2
j. Loss of little finger	
- three phalanges	4
- two phalanges	3
- one phalanx	2
k. Loss of toes	
- all of one foot	15
- great, both phalanges	5
- great, one phalanx	2
- other than great, if more than one toe lost, each	1

Permanent total loss of use of member shall be treated as loss of member. Where any permanent Partial disablement not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement which, in the opinion of the Company's medical advisors, is not inconsistent with the provision of the above and without regard to the Insured Person's occupation.

Coma: Upon certification by a medical practitioner that the Insured Person has been in coma state for at least twelve (12) calendar months as a result of an accident, the Company will pay 100% of the Permanent Disablement principal Sum Insured.

Renewal Bonus: If no claim is made on Benefit 2 (Permanent Disablement) under this Policy, the Sum Insured for Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) will automatically be increased by 10% of the principal Sum Insured per year upon each renewal (provided no lapse on the renewal period) up to maximum 50% of the principal Sum Insured. However, in the event of a claim having been made under Permanent Disablement by the Insured Person, any accumulated Renewal Bonus will be forfeited and computations for future renewal bonuses will begin anew from the next renewal date by 10% per year up to a maximum of 50% of the principal Sum Insured.

3. MEDICAL EXPENSES

The Company will indemnify the Insured Person for medical expenses incurred as a result of an accident or as a result of Dengue, Malaria, Japanese Encephalitis (JE) or Chikungunya for up to the limit specified in the Schedule per accident. Medical Expenses incurred as a result of food poisoning is payable provided the Insured Person is hospitalised for a minimum eight (8) consecutive hours. Medical Expenses shall cover actual expenses incurred for hospital (including room and board), clinical, medical and surgical treatment, doctor's consultation, x-rays, lab test, medical report up to RM80.00 and government / service tax.

Cashless Hospital Admission and Discharge:

In the event the Insured Person requires hospitalisation due to an accident, the Company will facilitate the Insured Person's admission into a participating hospital in Malaysia by providing any guarantee required by the hospital up to maximum RM3,000.00.

Thereafter, the Company will also facilitate the Insured Person's discharge from the same hospital provided:

- the final bill from the hospital does not exceed the Insured Person's Medical Expenses Benefit limit as specified in the Schedule.
- all items in the final bills from the hospital are in fact covered under the Medical Expenses Benefit. Items that are not covered will have to be borne by the Insured Person.

The cashless benefit will only be activated after 7 working days from the submission and acceptance of the Insured Person's proposal to any registered office of the Company. Food and drink poisoning, Dengue, Malaria, Japanese Encephalitis (JE) or Chikungunya are excluded from the Cashless admission.

4. CORRECTIVE DENTAL AND / OR COSMETIC SURGERY

The Company will indemnify the Insured Person up to the amount specified in the Schedule in respect of actual expenses incurred for Corrective Dental and / or Cosmetic Surgery. This Benefit is payable if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon and the surgical operation is performed within 6 months from the date of accident.

5. TRADITIONAL TREATMENT

The Company will indemnify the Insured Person the actual costs of traditional treatment including medicine as a result of bodily injury due to an accident. Such cost shall be limited to RM50.00 per visit and maximum RM500.00 per accident.

6. PURCHASE OF ORTHOPAEDIC EQUIPMENT

In the event the Insured Person suffers Permanent Disablement due to an accident, the Company will indemnify the Insured person up to the amount specified in the Schedule, the actual costs of purchasing the followings medical equipment provided always such medical equipment are necessary to assist in the mobility of the Insured Person and are recommended by the attending medical practitioner.

- wheelchair;
- artificial arms or leg; and / or
- crutches

7. AMBULANCE FEE

The Company will reimburse the charges incurred for necessary ambulance services rendered in Malaysia (inclusive of attendants) to and / or from the hospital up to the amount specified in the Schedule provided such ambulance fee incurred as a result of an accident to the Insured Person.

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8. DAILY HOSPITAL INCOME

The Company will pay a Daily Hospital Income Benefit as specified in the Schedule for the period of hospitalisation as a result of accidental bodily injury for up to a maximum of 180 days per accident. This benefit is triggered only if the Insured Person is hospitalised for a minimum eight (8) consecutive hours and such hospitalisation occurs within fourteen (14) days from date of accident.

All periods of hospital confinement due to the same cause shall be considered as one accident.

9. HOME NURSING CARE

The Company will indemnify the Insured Person up to the amount as specified in the Schedule if the Insured Person requires constant home nursing care by a qualified and registered nurse for more than four (4) consecutive weeks as a result of accidental bodily injury and such home nursing care is certified medically necessary by the attending medical practitioner.

10. COMPASSIONATE CARE

The Company will indemnify the Insured Person up to the amount specified in the Schedule for reasonable travelling and accommodation expenses incurred by one (1) family member to take care and / or to accompany the Insured Person who is a minor, not more than twelve (12) years old during his / her hospitalisation period due to an accident. Family Member shall mean Insured Person's legal parent, guardian, grand-parent, brothers and sisters.

The above benefit is not applicable to food and drink poisoning, Dengue, Malaria, Japanese Encephalitis (JE) or Chikungunya.

11. BLOOD TRANSFUSION

The Company will pay to the Insured Person the amount specified in the Schedule if the Insured Person contracts Human Immunodeficiency Virus (HIV) as a result of a blood transfusion whilst the Insured Person undergoing medical treatment for bodily injury due to an accident in a registered government hospitals in Malaysia. This benefit is payable if the Insured Person is positively diagnosed with Human Immunodeficiency Virus (HIV) within two (2) years from the date of the blood transfusion.

12. MISCARRIAGE DUE TO MOTOR VEHICLE ACCIDENT

The Company will indemnify the Insured Person up to the amount specified in the Schedule in the event the Insured Person suffers a miscarriage as a result of a motor vehicle accident whether as a pedestrian, passenger, pillion or driver / rider.

13. OVERSEAS MEDICAL EVACUATION AND REPATRIATION

The Company will arrange and pay for the necessary expenses incurred by the Insured Person for emergency transportation and medical care en-route to evacuate the Insured Person who suffers a critical medical condition due to accidents while at overseas / out of Malaysia from the hospital of initial admission to the nearest hospital where appropriate care and treatment are available. In the event the Insured Person is hospitalised abroad due to accident and it is necessary for the Insured Person to be repatriated back to Malaysia to continue treatment, the Company will arrange and pay the reasonable and necessary costs of medical repatriation including the reasonable transportation costs of one qualified medical attendant accompanying the Insured Person. The Company will pay up to the limit specified in the Schedule for this benefit subject to the Policy provisions, exclusions and conditions.

The Company has appointed Asia Assistance Network (M) Sdn. Bhd. (AAN) as the service provider for the 24 hours Overseas Medical Evacuation and Repatriation services while the Insured Person is at overseas / out of Malaysia. In addition, the Insured Person may also contact AAN for telephone medical advice, medical service provider referral and inoculation and visa requirement information prior to travel.

In the event of such medical evacuation and repatriation, the Insured Person must contact AAN at **+603-7841 5750 / +603-7628 3770** for assistance and

- a. the Company upon the advice of AAN in discharging the emergency evacuation shall both retain the absolute right to decide whether the Insured Person's disability due to accidents is sufficiently serious to warrant such medical evacuation and repatriation. The Company and AAN further reserve the right to decide the place to which the Insured Person shall be evacuated and the means or method of transportations for the evacuation and repatriation.
- b. the Company, working via AAN shall endeavour on a best effort basis to provide the services and is subject to local and / or international resource availability and must be within the scope of national and international law and regulations. Intervention may depend on AAN being able to attain the necessary authorizations issued by the various authorities concerned which is outside of the control or influence of AAN.
- c. the Company shall not provide services to the Insured Person, who is in the sole opinion of the Company and AAN is located in areas which represent conditions such as to make such services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness, adverse weather conditions, war risk or political unrest.
- d. the Company shall not be responsible or liable in any way whatsoever in the event of any failure by AAN to render the services or any negligence, wilful or other wise on the part of AAN in rendering the services.
- e. in the case the service provider ceases to provide the service, the Company reserves the right to appoint another service provider to continue to provide the service.
- f. this benefit is not guaranteed and the Company reserves the right to revise, suspend, remove or cancel this benefit at anytime by delivering a written notice of the same to the Insured Person at his / her last known address as informed to the Company. In such circumstances, the premiums shall be adjusted accordingly, if deemed necessary by the Company.

14. BEREAVEMENT ALLOWANCE

The Company will pay the limit as specified in the Schedule to the Insured Person's next-of-kin or legal representative in the event of the followings.

- a. Accidental Death
- b. Death due to Dengue, Malaria, Japanese Encephalitis (JE) or Chikungunya.

15. FUNERAL EXPENSES

The Company will pay the Insured Person's next-of-kin or legal representative up to the amount specified in the Schedule as Funeral Expenses upon valid claim under Benefit 1 (Accidental Death).

16. KIDNAP COVER

The Company will pay up to the limit specified in the Schedule (RM5,000.00 for Expenses and RM25,000.00 for Reward) per incident for the necessary expenses incurred including ransom as demanded by the kidnapper / reward paid by the Insured Person's family for information leading to the recovery of the Insured Person provided the Insured Person is still alive at the time of recovery. The payment for ransom / reward is payable subject to verification and confirmation by the police. The Sum Insured will be paid in full if the kidnapped Insured Person is not recovered after a period of one (1) year from the date of kidnapping.

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17. SNATCH THEFT

In the event of snatch theft, the Company will indemnify the Insured Person up to the amount specified in the Schedule for loss of cash and the replacement fees for NRIC, passport, driver's licence, credit / debit card, access card for entry to building / parking lots, eye glasses, handphone, wallet and purse. The Insured Person must make a police report within twenty four (24) hours from the time of the incident and submit the report to the Company.

18. REPATRIATION OF MORTAL REMAINS

The Company will indemnify the Insured Person's legal representative up to the amount specified in the Schedule for actual expenses reasonably incurred for transportation of the Insured Person's mortal remains back to the Insured Person's home country if the Insured Person's death is due to an accident whilst travelling outside the Insured Person's home country.

19. PERSONAL LIABILITY

The Company will indemnify the Insured Person up to the limit specified in the Schedule any one accident and any one Period of Insurance. The territorial limit of this benefit is Worldwide excluding USA and Canada.

- a. All sums the Insured Person shall become legally liable to pay for compensation in respect of:
 - i. accidental bodily injury to third party
 - ii. accidental damage to third party's property
- b. All costs and expenses of litigation:
 - i. recovered from the Insured Person by any claimant or claimants.
 - ii. incurred with the written consent of the Company.

20. DOUBLE INDEMNITY

The Company will double the Sum Insured on Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) if the Insured Person suffers either death or permanent total paralysis from the neck down or permanent total loss / loss of use of two (2) limbs due to an accident whilst travelling as a fare-paying passenger on any mode of Public conveyance / transport.

21. TRAUMA COUNSELLING / PHYSIOTHERAPY / PSYCHOTHERAPY / REHABILITATION EXPENSES

The Company will reimburse the Insured Person up to the amount specified in the Schedule in respect of actual expenses incurred for trauma counselling and / or physiotherapy and / or psychotherapy and / or rehabilitation expenses as a result of an accident. This Benefit is payable if it is recommended and performed by a licensed physiotherapist or Psychotherapist or medical practitioner and such treatment occurs within thirty (30) days from date of accident.

22. MULTIPLE OR ONE COMPOUND OR ONE COMPLETE FRACTURE TO HIP OR PELVIS

The Company will pay a lump sum amount specified in Schedule, in the event Insured Person suffers one of these fractures to hip or pelvis, namely (a) multiple fracture (b) one compound fracture (c) one complete fracture. In the case of a covered accident involving more than one type of fractures mentioned above, the lump sum payout is still limited to the amount specified in Schedule. If the Insured Person suffers fractures to hip and pelvis, the lump sum payout is still limited to the amount specified in the Schedule any one accident.

23. MULTIPLE OR ONE COMPOUND OR ONE COMPLETE FRACTURE TO THIGH OR HEEL

The Company will pay a lump sum amount specified in Schedule, in the event Insured Person suffers one of these fractures to thigh or heel, namely (a) multiple fracture (b) one compound fracture (c) one complete fracture. In the case of a covered accident involving more than one type of fractures mentioned above, the lump sum payout is still limited to the amount specified in Schedule. If the Insured Person suffers fractures to thigh and heel, the lump sum payout is still limited to the amount specified in the Schedule any one accident.

24. 2ND OR 3RD DEGREE BURNS

The Company will pay a lump sum amount specified in Schedule, in the event Insured Person suffers 2nd or 3rd Degree Burns. 2nd or 3rd degree burns on at least 27% of the body surface. 3rd degree burns shall mean full thickness of skin destruction due to burns at least 20% of the body surface.

25. DEATH DUE TO "NATURAL DISASTERS"

The Company will pay to the Insured Person's next-of-kin or legal representatives the amount as specified in the Schedule in the event the Insured Person suffers accidental death due to "Natural Disasters" covered in this Policy.

26. WEEKLY BENEFITS

If the Insured Person is temporarily unable to engage in or attend to his / her profession or occupation due to bodily injury caused by an accident covered under this Policy as certified by a medical practitioner, the Company will pay the Insured Person the amount specified under Weekly Benefits (Temporary Total Disablement / Temporary Partial Disablement) as provided in the Schedule up to 104 weeks, effective from the date of confirmation of such temporary disablement by a medical practitioner.

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.
- 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 passengers.

FOOD POISONING

It is hereby declared and agreed that the Policy is extended to cover the Insured Person against death or disablement as herein defined arising out of or resulting from accidental food poisoning or other similar misfortune with or without any sign of external or violent visible injury. Medical Expenses as a result of food poisoning is payable provided the Insured Person is hospitalised for minimum eight (8) consecutive hours.

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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 extended to cover death or disablement arising whilst the Insured Person is engaged in indoor or outdoor sports except those excluded under Exclusion no. 3 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.

INSECT, SNAKES, VERMIN AND ANIMAL BITES

It is hereby declared and agreed that this Policy is extended to cover death or disablement to the Insured Person arising from insect, snake, vermin and animal bites (excluding disease caused thereby).

However, this Policy extends to cover the Medical Expenses and Bereavement Allowance Benefits as a result of Dengue, Malaria, Japanese Encephalitis (JE) or Chikungunya.

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 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 the 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 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 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 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 amongst 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 amongst 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 amongst people or animals.

EXCLUSIONS

This Policy does not cover death or disablement directly or indirectly caused by, arising from or in connection with any of the following:

1. Suicide (whether felonious or not) or any attempt thereat or self-injury, pregnancy (except Benefit 12) or childbirth, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a medical practitioner, the committing or attempt to commit any unlawful act.
2. The Insured Person flying or travelling in an aircraft otherwise than as fare-paying passenger with a licensed carrier on a scheduled domestic or international route.
3. The Insured Person engaging in:
 - a. water-skiing, underwater activities involving use of underwater breathing apparatus (except scuba diving), mountaineering involving the use of ropes or guides, parachuting, hang-gliding, sky-diving, professional sports or games, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot.
 - b. use of woodworking machinery driven by mechanical power.

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4. any pre-existing physical defect or infirmity, fits of any kind, any form of disease, illness, virus, infection or parasites.
 5. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power.
 6. Ionisation, nuclear weapons material, radiations or contamination by radio-activity 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.
 7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
 8. Liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person notwithstanding such agreement.
 9. Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured Person or for compensation claimed from the Insured Person by an injured person or dependent under any Workmen's Compensation legislation.
 10. Liability in respect of injury to any person who is a member of the Insured Person's own family or a member of the Insured Person's household.
 11. Liability in respect of damage to property belonging to or in the charge or under the control of the Insured Person or of any servant or agent of the Insured Person.
 12. Liability in respect of injury or damage caused by or in connection with or arising from:
 - a. The ownership or possession or use by or on behalf of the Insured Person of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
 - b. The ownership or possession or use by or on behalf of the Insured Person of any land or building;
 - c. Any employment, profession or business of the Insured Person or anything done in connection therewith or for the purpose thereof.
5. **NOTICE**

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.
 6. **PERSONAL LIABILITY**

If the Insured Person has more than one policy covering personal liability with the Company, the maximum liability limit payable by the Company shall not exceed RM100,000 or the Personal Liability limit based on plan insured under this policy, whichever is greater for any one accident and any one Period of Insurance.
 7. **TWO OR MORE POLICIES**

If at the time of any claims under benefits covered in this Policy which is on reimbursement basis, there shall be any other insurance cover, either with AmGeneral or other companies covering the same risk or any part thereof, the Company shall not be liable for more than its rateable proportion thereof.
 8. **CHANGE IN RISK**

The Insured / Insured Person shall give immediate notice to the Company of any change of address, occupation, country of domicile, pursuits or any injury, disease, physical defect or infirmity by which the Insured Person has become affected or has knowledge of.
 9. **OVERSEAS RESIDENT**

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

This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured/ Insured Person, which the Insured/ Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and / or determining if the risk should be accepted, with or without the intention to defraud the Company.
 11. **CLAIM**
 - a. On the happening of any accident for which compensation is payable under this Policy the Insured / Insured Person shall immediately employ the services of a medical practitioner 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 the Insured / Insured Person shall within fourteen (14) days after happening of the accident give notice to the Company and furnish full particulars of the accident and injury.

After the occurrence of any accident under which a claim has arisen or may arise the Insured / 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 the prior consent in writing of the Company.
 - c. All certificates, accounts receipts, document, information and evidence required by the Company shall be furnished at the expense of the Insured / Insured Person or any Claimant hereunder and shall be in such form and such nature as the Company shall prescribe.
 - d. The Death of the Insured / Insured Person shall be established by an Official Death Certificate or in the event of his disappearance following an accident, by a Court presuming his death.

CONDITIONS

1. **INTERPRETATION**

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. **INTERESTED PARTIES**

The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured / Insured Person 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 by the Insured / Insured Person or of the Insured / Insured Person's legal representative(s) alone shall be an effectual discharge.
4. **ENTRY AGE**

The age of the Insured Person must be thirty (30) days to sixty five (65) years old, renewable up to seventy (70) years old.

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- e. Any claim due and payable under this policy where applicable, will be paid to the named beneficiary(ies) or nominee(s) in the Policy or to his/her legal representatives where the insured has insurable interest. However, where the Insured has no insurable interest in the life of the Insured Person, all payment of claims due and payable here under shall be made to the Insured Person or to his/her legal representative.
12. **MEDICAL EXAMINATION**
The Company shall have the right and opportunity to examine the Insured Person as often as may reasonable require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
13. **CANCELLATION OF INSURANCE**
The Company may cancel this Policy at any time by giving seven (7) days notice by registered letter to the Insured at his /her last known address. We will return any proportionate part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled by the Insured at any time on seven (7) days written 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, provided no claims have been made on the current Policy.
14. **PORTFOLIO WITHDRAWAL CONDITION**
The Company reserves 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 the Insured and the Company will run off all Policies to expiry of the Period of Insurance / cover.
15. **CURRENCY OF PAYMENT**
All amounts payable either to or by the Company shall be payable in Ringgit Malaysia.
16. **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 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 / Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to 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. **GOVERNING LAW**
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 Person which are not incurred in and recoverable in Malaysia.
18. **PERIOD OF COVER AND RENEWAL CONDITION**
This Policy is renewable from year to year by mutual agreement between the Insured and the Company but will be subject to revision at the Policy Anniversary which shall be one year after the effective date and annually thereafter.

However, this Policy is not renewable on the occurrence of any of the followings:
a. non-payment of premium, or
b. on the death of the Insured Person, or
c. the Company has paid 100% compensation on Permanent Disablement benefit to the Insured Person, or
d. the Insured Person attains the coverage age limit specified.
19. **WORK PERMIT HOLDER IN MALAYSIA**
For Insured Person who is a work permit holder in Malaysia, this Policy will automatically become null and void if the Insured Person's work permit 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.

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 to be debited or charged.

Premium

- 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.
- Premium will be charged to the Insured's Nominated Account when due.
- 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

- This Policy shall terminate immediately on the termination of the Insured's Nominated Account to which premium payable for this Policy is charged
- Non-payment of premium when due

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IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints Management Unit and alternatively, may also seek redress or assistance with the 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