

## DRIVER AND PASSENGERS' PERSONAL ACCIDENT INSURANCE POLICY

**WHEREAS** the Insured by an application and declaration which are duly incorporated herein has applied to Liberty General Insurance Berhad 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 and/or Insured Person(s) as the driver and/or passenger while driving or riding, boarding or alighting from the vehicle named in the Schedule shall sustain bodily injuries which, directly and independently of all other causes resulted in death or disablement, the Company will pay the sum or sums of money as specified in the Schedule and in accordance to the Table of Compensation in this policy.

### PART I : BENEFITS

The insurance afforded is only in respect of injuries which, directly and independently of all other causes, resulted in medical expenses, death, or disablement, are stated hereunder, within the time limits indicated, but only against the benefits as specifically indicated hereunder.

TABLE OF BENEFITS (RM)									
Item	Benefits	Pelan A	Pelan A1	Pelan B	Pelan C	Pelan D	Pelan E	Plan E1 (C Permit only)	Plan F (A & C Permit only)
A	Accidental Death	15,000	22,500	30,000	45,000	60,000	75,000	90,000	180,000
B	Permanent Disablement	15,000	22,500	30,000	45,000	60,000	75,000	90,000	180,000
C	Medical Expenses	500	750	1,000	1,500	2,000	2,500	3,000	6,000
D	Corrective Dental and Cosmetic Surgery	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
E	Bereavement Allowance	500	500	500	500	500	500	500	500

#### A. ACCIDENTAL DEATH

When injury results in loss of life of the driver and/or passengers of the named vehicle within twelve (12) calendar months after the date of the accident the Company will pay the sum insured by Benefit A of the Table of Benefits according to the plan selected per person.

#### B. PERMANENT DISABLEMENT

When injury does not result in loss of life of the driver and/or passengers of the named vehicle within twelve (12) calendar months after the occurrence of the accident but does result in any of the following losses within the said twelve (12) calendar months, the Company will pay for loss of the following according to plan selected.

COMPENSATION		
Both Hands or Both Feet or Sight of Both Eyes	100%	OF SUM INSURED OF BENEFIT B IN THE TABLE OF BENEFITS
One Hand and One Foot	100%	
Either Hand or Foot and Sight of One Eye	100%	
Either Hand or Foot	50%	
Sight of One Eye	50%	

"Loss" as above used with reference to hand or foot means the permanent total Loss of use of an entire leg or foot, arm or hand and as used with reference to eyes, means the entire and irrecoverable loss of sight. The occurrence of any specific loss for which indemnity is payable under this benefit shall at once terminate all insurance under this policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss. No indemnity will be paid under any circumstances for more than one of the losses, the maximum amount, for which provision is made in this benefit.

Benefit A and B are extended to cover the Insured twenty four (24) hours a day worldwide irrespective of whether he or she is in the named vehicle or not.

**Liberty General Insurance Berhad 197801007153 (44191-P)**

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanela, Pusat Bandar Damansara, 50490 Kuala Lumpur.  
P.O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

**Tel: +603 2268 3333 Hotline: 1 300 88 8990 Website: www.libertyinsurance.com.my**

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

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### C. MEDICAL EXPENSES

When by reason of injury, the driver and/or passengers shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred within fifty two (52) weeks from the date of accident for such treatment, hospital charges and nurses fees, but not to exceed the sum insured by Benefit C of the Table of Benefits.

### D. CORRECTIVE DENTAL AND COSMETIC SURGERY

Corrective Dental and 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) months from the date of accident, but not to exceed the sum insured by Benefit D of the Table of Benefits.

### E. BEREAVEMENT ALLOWANCE

Bereavement Allowance is payable up to the sum insured by Benefit E of the Table of Benefits to the Insured/Insured Person's next of kin or legal representative upon valid claims under Benefit A - Accidental Death.

## PART II: SPECIAL PROVISIONS

In the event that the actual number of passengers exceed the number stated in the Schedule of the policy, the Company's Limit of Liability per person under Part I will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared. The limitation shall not apply to the driver.

Passengers aged from three (3) years to fifteen (15) years old are entitled to 50% of all the benefits provided under Part I.  
Territorial Limit : Malaysia, the Republic of Singapore and Negara Brunei Darussalam.

## PART III: EXCLUSIONS

This insurance shall not cover:

1. to loss caused directly or indirectly, wholly or partly
  - a) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - b) by any other kind of disease;
  - c) by medical or surgical treatment (except such as may be necessary as result of injuries covered by this policy and performed within the time provided in the policy);
  - d) by childbirth or miscarriage unless caused solely and directly by accidental means to You or Your Authorised Driver and/or passenger(s) while driving or riding, boarding or alighting from the named vehicle;
  - e) If You or Your Authorised Driver 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 You or Your Authorised Driver are incapable of having proper control of the Vehicle. You or Your Authorised Driver shall be deemed as incapable of having proper control of the Vehicle if after a toxicology or equivalent test, it is shown that the alcohol level in the breath, blood or urine of You or Your Authorised Driver 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.
  - f) while the vehicle is used for illegal business pursuit or as an unlicensed common carrier.
2. the Insured flying or travelling in an aircraft other than as fare paying passenger with a licensed carrier on a scheduled domestic or international route (this is applicable to twenty four (24) hours a day worldwide cover rendered to Insured).
3. the Insured engaging in:  
Water-skiing, scuba-diving, underwater activities involving use of underwater breathing apparatus, hunting, mountaineering necessitating on ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse-riding, wrestling, boxing, racing of any kind other than foot.
4. to any bodily injury which shall result in hernia.
5. to suicide or any attempt thereat (sane or insane).
6. to 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, or 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 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. to loss occasioned while the vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
8. if You or Your Authorised Driver do not have a valid driving licence to drive the Vehicle. This will not apply if You or Your Authorised Driver have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations
9. to person under the age of three (3) years and over the age of ninety (90) years old.
10. death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

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11. Cyber Loss Limited Exclusion Clause
  - a) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
  - b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
    - i. the use or operation of any Computer System or Computer Network;
    - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
    - iii. access to, processing, transmission, storage or use of any Data;
    - iv. inability to access, process, transmit, store or use any Data;
    - v. any threat of or any hoax relating to i. to iv. above;
    - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
  - c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
  - d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
  - e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
12. Pandemic Exclusion Clause:
  - a) This Policy shall exclude all losses arising out of, contributed to by, or resulting from any pandemic. Hereby the contributory cause of a pandemic is sufficient.
  - b) Pandemics according to paragraph a) are all diseases or pathogens declared as such by the World Health Organization (WHO). This exclusion applies from the date on which the World Health Organization (WHO) declares the pandemic.
  - c) If the Company allege that by reason of this exclusion any loss is not covered by this Policy, the burden of providing the contrary shall be upon the Insured.

Subject otherwise to the terms and conditions of this Policy.

## PART IV: CONDITIONS

1. CONTRACT CLAUSE: 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. TIME OF NOTICE OF CLAIM: Written notice of injury on which claim may be based must be given to the Company within fourteen (14) days after the date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to the Company.
3. SUFFICIENCY OF NOTICE: Such notice by or on behalf of the Insured, as the case may be, given to the Company with particulars sufficient to identify the Insured shall be deemed to be notice to the Company. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
4. MEDICAL EXAMINATION: The Company shall have the right and opportunity to examine the Insured and/or Insured Person as often as may reasonably be required 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.
5. CLAIMS THROUGH THE INSURED: All claims hereunder shall be submitted through the Insured to the Company.
6. CANCELLATION BY THE INSURED: If the Insured shall at any time cancel the vehicle registration or transfer the car which is specified in the policy, the Company upon written request of the Insured, and surrender of the original policy, will cancel the same and will return to the Insured the unearned premium. However, the earned premium shall be computed in accordance with the Company's short period rates at the time of cancellation.
7. CANCELLATION BY COMPANY: The Company may cancel this policy at any time by giving fourteen (14) days written notice delivered to the Insured or mailed to his last known address as shown by the records of the Company stating when thereafter such cancellation shall be effective. In the event of such cancellation, the Company will return the pro rata unearned portion of any premium actually paid by the Insured. Such cancellation shall be without prejudice to any claim originating prior thereto.
8. DEFINITIONS: Wherever in this policy the word "Company" is used, it shall mean the Company issuing it, and wherever the word "Insured/You/Your" is used, it shall mean the proposer named in the proposal form. Wherever the word "Injuries" is used, it shall mean bodily injuries sustained, arising from causes as described in the insuring clause.
9. COMPLIANCE WITH POLICY CONDITIONS: 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
10. ARBITRATION: If any dispute shall arise as to the amount of the Company's liability under this Policy, the matter shall, if required by either party, be referred to the decision of two neutral persons, as Arbitrators, one of whom shall be named by each party, or of an Umpire who shall be appointed by said Arbitrators before entering on the reference; and in case either party or his legal representatives shall neglect or refuse, for the space of two (2) months after request in writing from the other party so to do, to name an Arbitrator, the Arbitrator of the other party may proceed alone. And it is hereby expressly agreed and declared that it shall be a condition precedent to any right or action or suit upon this Policy that the award by such Arbitrators, Arbitrator or Umpire of the amount of loss or damage shall first be obtained. The costs of and connected with the arbitration shall be in the discretion of the Arbitrators, Arbitrator or Umpire.

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11. **GOVERNING LAW:** The indemnity expressed in this Policy shall not apply to or include:
  - a) Compensation for damages in respect of judgements not in competent jurisdiction within Malaysia.
  - b) Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.
12. **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, or
  - c) the Insured has claimed on Permanent Disablement Benefit, or
  - d) the Insured attains the coverage age limit specified
13. **MISREPRESENTATION/FRAUD:** This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured and/or Insured Person, which the Insured and/or 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.
14. **SANCTION LIMITATION AND EXCLUSION CLAUSE:** We shall not be liable to pay any benefit under this policy to the extent that such cover, payment of claim or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America or Malaysia.

## CLAUSES AND ENDORSEMENTS

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

### ETC - EXCLUSION OF TERRORISM COVER

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism. For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION

**Nominated Account** shall mean the account nominated by the Policyholder/Insured in the Auto Renewal Payment Instruction Form, or as subsequently instructed by the Policyholder/Insured in writing, to which premiums for this Policy to 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 Policyholder/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 Policyholder/Insured's Nominated Account to which premium for this policy is charged.
- b) 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 Financial Markets Ombudsman Service (FMOS) or to approach Bank Negara Malaysia's BNMLINK addressed below:-
  - (a) **Complaints Management Unit**  
**Liberty General Insurance Berhad**  
Customer Service Executive, Customer Contact Centre  
Liberty Insurance Tower,  
CT9, Pavilion Damansara Heights,  
3, Jalan Damanlela,  
Pusat Bandar Damansara, 50490 Kuala Lumpur.  
Tel : +603-2268 3333 or 1 300 88 8990  
Email : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website : [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)
  - (b) **Financial Markets Ombudsman Service (FMOS)**  
(Formerly known as Ombudsman for Financial Services)  
Company No. : 200401025885  
General Line : +603-2272 2811  
Address : Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Website : [www.fmos.org.my](http://www.fmos.org.my)
  - (c) **BNMLINK**  
**Bank Negara Malaysia**  
4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
e-Link : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)  
Website : [www.bnm.gov.my](http://www.bnm.gov.my)
3. Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).