



Liberty
Insurance®

**Max Guard Personal Accident
Insurance Policy**

This **Policy**, the Schedule and any Endorsement or Memorandum thereon, shall be considered as one (1) document and any word or expression to which a specific meaning has been attached in any of them, shall bear such meaning throughout.

SECTION A

You, the **Policyholder/Insured/Insured Person**, and **We**, **The Company**, agree

1. The **Proposal** shall be incorporated in and be the basis of the contract.
2. **We** will provide the insurance subject to the terms of this **Policy**.
3. The following shall be conditions precedent to any liability on **Our** part:
 - (a) Observance of the terms of this **Policy** relating to anything to be done or complied with by **You** or the **Insured Person**.
 - (b) The truth of the Proposal as per Schedule 9 of the Financial Services Act, 2013.
 - i) This **Policy** is issued in consideration of the payment of premium as specified in the **Policy** Schedule and pursuant to the answers given to the appointed tele-marketing team (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** data (or when **You** applied for this Insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.
 - ii) Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions asked by the appointed tele-marketing team (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** were also required to disclose any other matter that **You** knew 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 to **Us** (or when **You** applied for this insurance) is inaccurate or has changed. This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.
 - iii) **You** must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the **Policy**.

Insurance

We will pay the appropriate Benefit to **You** if, during any **Period of Insurance**, the **Insured Person** shall suffer **Accidental** death, **Bodily Injury** or **Illness** which shall independently, of any other cause, result in the **Insured Person** being necessarily confined within a **Hospital** as defined below as a resident patient for which the Benefit is claimed.

Furthermore, this **Policy** provides twenty-four (24) hours worldwide coverage except for Benefit 3, Benefit 6 and Benefit 7, which is within Malaysia only.

**SECTION B
DEFINITIONS**

For the purpose of this **Policy**

1. **Accident** or **Accidental** means a sudden unforeseen and fortuitous event.
2. **Accidental Bodily Injury** or death means a bodily injury or death occurring during the **Period of Insurance** which is the

direct result of **Accidental**, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disability.

3. **Certificate of Insurance** or **Policy** refers to the confirmation of insurance which is generated when **You** have bought this insurance with **Us**.
4. **Family** means the **Insured**, legal spouse, and unmarried children above six (6) months old but under the age of eighteen (18) years or between the age of eighteen (18) years and twenty-five (25) years old if studying full time in a recognized institution of learning.
5. **Hospital** shall mean an establishment which meets all the following requirements:
 - (a) holds a license as a **Hospital** (if licensing is required in the state or governmental jurisdiction);
 - (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - (c) provides twenty-four (24) hours a day nursing services by registered or graduated nurses;
 - (d) has a staff of one (1) or more licensed **Physicians** available at all times;
 - (e) provides organized facilities for diagnosis and major surgical facilities; and
 - (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.
6. **Illness** means physical condition marked by a pathological deviation from the normal healthy state manifesting itself during **Period of Insurance**.
7. **Insured Person/Insured's Spouse/You/Your/Yourself**, if applicable means the person named as **Insured Person** in the **Certificate of Insurance** or any subsequent revision, amendment or endorsement thereto. However, if the child is covered, it will be on unnamed basis.
8. **Insured** means the **Insured Person** as first listed in the **Certificate of Insurance**.
9. **Loss of Limb** means:
 - (a) in the case of an upper limb, loss by physical severance of at least all four (4) fingers in their entirety, or permanent total loss of use of an entire arm or hand; or
 - (b) in the case of lower limb, loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
10. **Loss of Eye** includes total and irrecoverable loss of sight.
11. **Mental Disorder** refers to any diagnosed psychiatric, psychological, or mental health condition that affects an individual's cognitive, emotional, or behavioral functioning.
12. **Military Naval Air** or other **Armed Forces Services** shall not include National Service or National Service Reservist Training during normal peace time.
13. **National Public Holiday** shall refer to Malaysia's nationwide public holiday as officially declared by the Malaysian government. This shall exclude state's public holiday.
14. **Permanent Total Disability (PTD)** means a state of incapacity caused by **You** suffering bodily injury resulting in **Your** permanent and total disability from gainful employment of any and every kind. This includes **You** being permanently bedridden and totally paralysed.
15. **Physician** or **Surgeon** shall mean a practitioner of western medicines registered under the Medical Register of the Ministry of Health, Malaysia, and should a claim arises outside of Malaysia, **Physician** or **Surgeon** shall mean a practitioner of western medicines registered under the laws of the country in which the claim arises and no other person.
16. **Policy Year** shall mean a twelve (12) continuous calendar month

period from the beginning of the first **Period of Insurance** and thereafter every following twelve (12) continuous calendar month period on each anniversary.

17. **Period of Insurance** shall mean the duration of coverage for **You** as specified in the **Certificate of Insurance**. This **Period of Insurance** cover will be extended on monthly basis subject to the premium specified in the **Certificate of Insurance** is paid and, conditions and exclusions in this **Policy**.
18. **Pre-existing Medical, Mental Disorder and Physical Impairment** wherever used in this **Policy** shall mean conditions that were diagnosed at any time prior to the inception of the first **Policy Year** and/or reinstatement of the **Policy** whichever occurs later. Including but not limited to any condition that the **You** were aware of or should reasonably have been aware of or any condition for which **You** had previously received treatment, medication or advice from a **Physician** prior to inception of the first **Policy Year** or reinstatement of the **Policy**, whichever occurs later.
19. **Physical Impairment** refers to any physical condition, **Illness**, disease, or disability that impairs or limits an individual's physical functioning.
20. **Policyholder** shall mean United Overseas Bank (Malaysia) Bhd (UOBM).
21. **The Company/We/Us/Our/Ourselves** mean Liberty General Insurance Berhad 197801007153 (44191-P).

SECTION C SCHEDULE OF BENEFITS

| No. | Benefit | Plan A (RM) | Plan B (RM) | Plan C (RM) |
|-----|---|---------------------|-------------|-------------|
| 1 | Accidental Death | 200,000 | 300,000 | 500,000 |
| 2 | Permanent Total Disability (PTD) Schedule of percentage payable | 200,000 | 300,000 | 500,000 |
| | (a) PTD from gainful employment of any and every kind | 100% | 100% | 100% |
| | (b) Loss of one or both Limbs | 100% | 100% | 100% |
| | (c) Loss of one or both Eyes | 100% | 100% | 100% |
| 3 | Additional payout on Accidental Death or Permanent Total Disability if Accident occurs during a National Public Holiday in Malaysia | 50,000 | 100,000 | 150,000 |
| 4a | Daily Hospital Income (due to Accident) up to 365 days | 500 | 750 | 1,000 |
| 4b | Daily Hospital Income (due to Illness) up to 365 days | 50 | 75 | 100 |
| 5 | Medical Expenses (due to Accident) | 2,000 | 3,000 | 5,000 |
| 6 | Recuperation Benefit due to Dengue Fever, Zika Virus or Malaria within Malaysia (Limit to 1 claim during Policy Year) | 500 | 1,000 | 1,500 |
| 7 | Inconvenience Allowance due to Snatch Theft, Home Theft or Burglary (with forcible and visible entry) (Limit to 2 claims during Policy Year within Malaysia) | 1,000 | 1,500 | 2,500 |
| 8 | Inconvenience Allowance due to Identity Theft (Limit to 1 claim during Policy Year) | 200 | 300 | 500 |
| 9 | Cash Back on Renewal | 15% on premium paid | | |

1. **Accidental Death**
When **Accidental Bodily Injury** results in **Insured Person's** death within twelve (12) months from the date of the **Accident**, **We** will pay the sum specified in the Schedule of Benefits to **You** or **Your** nominees or Administrator or Executors of **Your** estate.

2. **Permanent Total Disability**
When **Accidental Bodily Injury** results in any of **Permanent Total Disability** losses within twelve (12) months from the date of the **Accident**, **We** will pay to **You** up to the sum specified in the Schedule of Benefits.

Permanent total loss of use of a part of a body shall be treated as a loss of the part of the body.

With respect to Benefit 1 (**Accidental Death**) and Benefit 2 (**Permanent Total Disability**), the aggregate of all percentages payable in respect of any one (1) **Accident** shall not exceed 100% of the principal sum insured specified in the Schedule of Benefits. In the event of a total 100% having been paid during the **Policy Year**, this **Policy** shall cease to be in force.

Provision

1. Benefit payable for loss or loss of use of a whole limb shall not also include Benefit for parts of that limb.
2. **Permanent Total Disability** from gainful employment of any and every kind shall have lasted fifty-two (52) weeks before Benefit becomes payable.
3. No benefit shall be payable for **Loss of Limb** or **Eye** until at least thirteen (13) weeks after the date of the **Accident** and such Benefit shall only be payable if Death does not happen as a result of the **Accident**.
3. **Additional payout on Accidental Death or Permanent Total Disability if Accident occurs during a National Public Holiday in Malaysia**
We will pay **You** an additional payout as stated in the Schedule of Benefits in the event of **Accidental Death** or **Permanent Total Disability** if the **Accident** occurs during a **National Public Holiday** in Malaysia.

4. (a) **Daily Hospital Income due to Accident**
We will pay **You** a cash benefit as stated in the Schedule of Benefits for each day up to three hundred sixty-five (365) days per admission, in the event **You** suffer an **Accidental Bodily Injury** and are confined within a **Hospital** as a resident patient for not less than twenty-four (24) hours under the professional care of a registered **Physician** or **Surgeon** but not for the purpose of convalescent rest.

(b) Daily Hospital Income due to Illness

We will pay **You** a cash benefit as stated in the Schedule of Benefits for each day up to three hundred sixty-five (365) days per admission, in the event **You** suffer from an **Illness** and are confined within a **Hospital** as a resident patient for not less than twenty-four (24) hours under the professional care of a registered **Physician** or **Surgeon** but not for the purpose of convalescent rest.

5. **Medical Expenses**
We will pay **You** the medical expenses incurred up to the maximum sum stated in the Schedule of Benefits, due to an **Accidental Bodily Injury** only. Follow-up treatment will be covered up to fourteen (14) days from the date of the **Accident**. Medical Expenses shall include expenses incurred for **Hospital** (including room and board), clinical, medical and surgical treatments, and the cost for obtaining medical/specialist/post-mortem reports.
6. **Recuperation Benefit due to Dengue Fever, Zika Virus or Malaria (within Malaysia)**
We will pay **You** an allowance for recuperation as stated in the Schedule of Benefits in event **You** are diagnosed with Dengue Fever, Zika Virus or Malaria within Malaysia and are confined within a **Hospital** as a resident patient for not less than twenty-four (24) hours and following which medical leave was granted by the attending **Physician** to rest at home.

However, **We** will not pay if the claim has been or is being concurrently made under Daily **Hospital** Income due to any **Illness**. The benefit is payable only once (1) during the **Policy Year**.

7. **Inconvenience Allowance due to Snatch Theft, Home Theft or Burglary (with forcible and violent entry and within Malaysia only)**

We will pay **You** an inconvenience allowance of an amount as specified in the Schedule of Benefit.

- (a) in the event **You** and/or **Your Family** members insured under this **Policy** suffered any snatch theft (excluding pick-pocketing) and/or roadside robbery within Malaysia, or
- (b) if **You** experience any theft or burglary accompanied by actual forcible and violent break-in entry or exit at **Your** residential premises as per address registered with UOBM which is located within Malaysia.

We will not pay for loss of or damage to property due to theft in **Your** residential premises if the residential premises is left unoccupied for more than ninety (90) days in any **Policy Year**, whether at one (1) time or in the aggregate.

In the event of claims, **You** are required to make a police report within twenty four (24) hours from the time of the incident and submit the original or certified true copy of the report to **Us**.

This benefit is payable for up to two (2) claims during **Policy Year**.

8. **Inconvenience Allowance due to Identity Theft**

We shall pay **You** an inconvenience allowance of an amount as specified in the Schedule of Benefits arising directly from an identity theft, which **You** first discovered during **Policy Year**.

This benefit applies to the **Insured** and/or **Insured's Spouse** only and is payable one (1) claim during **Policy Year**.

Definition

- (a) Identity theft means the unauthorised and/or illegal use of **Your** personal information by a third party without **Your** consent for the purpose of obtaining goods, money or services.
- (b) First discovered means the earliest possible discovery of identity theft and/or monetary loss due to identity theft during the **Policy Year**.
- (c) Third party means any natural person or entity other than **You**, acting on their own accord, without **Your** knowledge, consent, assistance or participation.
- (d) Personal information means information or data relating to **Your** personal identity, authenticates or proves **Your** genuine identity or good standing. Personal information shall limited to **Your** National Registration Identity Card (NRIC), Driving License, Passport, UOBM Current/Savings account and Credit/Debit Card Information.

We will not pay for any loss

- (a) resulting directly or indirectly from any fraudulent, criminal or dishonest acts committed by **You** and/or **Your** immediately **Family** members or household members living with **You**.
- (b) discovered prior to the first **Policy Year**.
- (c) arising from **Your** business activity.
- (d) from fraudulent use of **Your** identity outside Malaysia.

9. **Cash Back Renewal Bonus**

We will pay to **You** in every renewal **Policy Year** an amount equal to fifteen percent (15%) of the actual total premium paid without interest for each respective and consecutive **Policy Year** period, provided no loss of any kind has occurred within the said **Policy Year** period and **We** have not subsequently paid any such benefits under that **Policy**. This amount will be paid on a yearly basis, provided the current **Policy** remains in force and renewed.

We reserve the right to deduct the actual total premium paid from the proceeds payable under this **Policy** in the event that the loss of any kind as mentioned above has occurred within the said **Policy Year** period under this **Policy**.

**SECTION D
ENDORSEMENTS**

1. **Exposure Clause**

This **Policy** is extended to cover Death of the **Insured Person** caused by drowning and/or Death or **Permanent Total Disability** caused by exposure resulting from a mishap to an aircraft or vessel in which the **Insured Person** is travelling.

2. **Disappearance Clause**

It is agreed if after a period of one (1) year having elapsed and all available evidence examined, there is a reason to presume the death of the **Insured Person**, as a result of an occurrence, which is covered by the **Policy**, the disappearance of the **Insured Person** shall be deemed to be a claim made under this **Policy**. If at any time after payment by **Us**, the **Insured Person** shall be found to be living; all sums paid shall be returned to **Us**.

3. **Cash Before Cover Clause**

- (a) No cover shall be granted until premium has been paid in full.
- (b) In the event that the premium due is not paid and actually received by **Us** (or the intermediary through whom this **Policy** was effected) on or before the inception date referred to above, then the **Policy**, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by **Us**. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the **Policy**, Renewal Certificate, Cover Note and Endorsement.

4. **Free Look Period**

In respect of coverage with "Free Look" provision, of up to fifteen (15) days after the **Certificate of Insurance** is delivered, **You** may return the original **Certificate of Insurance** document to **Us** within the "Free Look" period if **You** decide to cancel the cover during the "Free Look" period. In such an event, **You** will receive a full refund of the premium paid to **Us** provided that no claim has been made under the insurance. This Free Look period is applicable only to newly purchase **Certificate of Insurance** and shall not apply to any renewals or reinstatements.

5. **Accumulation clause**

It is hereby declared and agreed that **Our** maximum liability in any circumstances is limited to RM10mil per event/loss/occurrence.

**SECTION E
EXCLUSIONS**

We shall not make any payment for bodily injury, death or disability or hospitalisation if: -

- 1. caused or contributed by injury arising from engaging in (or practicing for or taking part in training peculiar to),
 - (a) racing of any kind (other than on foot) or trial of speed or reliability.
 - (b) mountaineering or rock or cliff climbing necessitating the use of ropes or guides.
 - (c) hang gliding
 - (d) parachuting
 - (e) winter sports (excluding curling and skating)
- 2. caused or contributed by:-
 - (a) suicide or intentional self-injury.
 - (b) **Pre-existing Medical** conditions, **Mental Disorder** or **Physical Impairment**.
 - (c) pregnancy or childbirth unless caused solely and directly by the **Accident**.
 - (d) AIDS or any related diseases, immunodeficiency disorder or tested positive on an AIDS-related blood test.
 - (e) having taken a drug, unless **You** prove that the drug was taken in accordance with proper medical prescription and directions, and not for treatment of drug addiction.
 - (f) treatment of alcoholism or intoxication.
 - (g) cosmetic or plastic surgery or any elective surgery or congenital anomalies.
 - (h) dental disease, dental care or surgery.
 - (i) treatment for obesity/weight related improvement.

- (j) general check-up, convalescence, custodial or rest cure.
 - (k) any sexually transmitted diseases.
 - (l) while committing or attempting to commit any unlawful act.
 - (m) **You** do not have a valid driving license to drive the vehicle. This will not apply if **You** have an expired license but is not disqualified from holding or obtaining such driving license under any existing laws, by-laws and regulations.
3. **Insured Person** on the **Policy** anniversary after attaining age of seventy-six (76) years.
4. caused or contributed by injury arising from engaging in **Your** occupation as
- (a) stevedores
 - (b) professional divers
 - (c) test pilot
 - (d) Professional sports person
 - (e) air crews and ship crews
 - (f) naval, military or air force service or operation unless otherwise expressly agreed and endorsed by **Us**.
5. sustained by **You** while engaged in private flying or other aerial activity except as a fare-paying passenger in any commercial scheduled airline licensed to carry passenger over established routes.
6. caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
7. **Illness** or Injury arising from or in consequence of nuclear reaction, nuclear radiation or radioactive contamination.
8. no compensation will be made for any form of sickness, disease and **Illness** which are declared as a Pandemic by the Government or Authorities of the country/ area.
9. any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infected (HIV).
10. **Terrorism**
It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- For the purpose of this endorsement 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.
- This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
11. **Cyber Loss Limited Exclusion Clause**
- (a) 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 (b)(i) to (b)(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 **We** allege that by reason of this exclusion any loss is not covered by this Policy, the burden of providing the contrary shall be upon **You**.

Subject otherwise to the terms and conditions of this Policy.

SECTION F CONDITIONS

1. Eligibility - Enrolment

You must be:

- (a) UOBM customers who are Malaysian citizens, permanent residents of Malaysia and for **Family** plan, their spouse and children who reside in Malaysia.
- (b) Between the ages of eighteen (18) years and sixty (60) years old at the date of the **Policy** inception and is free from **Physical Impairment** and in normal health.
- (c) Children between the age six (6) months and eighteen (18) years old and twenty-five (25) years old if studying full time in a recognized institution of learning

2. Eligibility of Benefits

The maximum number of **Policy**(ies) that can be insured by any **Insured Person** is one (1) **Policy** for this product. In the event there is more than one (1) **Policy** for this product, **We** are liable to pay on one (1) **Policy** only, which ever sum assured is higher. **Policy** with lower coverage will be cancelled, and the premium paid for such **Policy** will be fully refunded during the **Period of Insurance**.

3. Alteration of Risks

(a) Change of Occupation

If **You** shall engage in any occupation in which a greater risk may be incurred than in the occupation disclosed to the appointed tele-marketing team for this **Policy** without first notifying **Us** and obtaining written agreement to the amendment of the **Policy** (subject to the payment of such reasonable additional premium as **We** may require as the consideration for such agreement), then no claim shall be payable in respect of any injury arising out of or in the course of such occupation.

(b) Change in Country of Residence

It is a condition precedent to liability under this **Policy** that **We** must be informed in writing of any change in **Your** Country of Residence. A change in the Country of Residence shall be deemed to mean **You** living or intending to live in another country other than Malaysia in excess of

twelve (12) consecutive calendar months. **We** reserve the right to continue cover on prevailing terms and conditions or decline to continue cover under this **Policy** upon receipt of such information.

You shall give **Us** notice, in writing, of any material alteration affecting the risk insured and of any variation in **Your** or the **Insured Person's** health or activities.

(c) **Change of Insurance Plan**

Application for change of benefits can only be made on renewal by giving thirty (30) days written notice and is subject to acceptance and approval by **Us** upon **Policy** anniversary.

4. Automatic Renewal of Coverage

(a) **Premium is Paid Monthly – Monthly Renewal**

Unless **We** give fourteen (14) days prior written notice, mailed or delivered to **You** at the address shown in the **Policy** to reduce limits, increase premiums or eliminate coverage and decline renewal of this **Policy** on any month of the **Policy**, this will be AUTOMATICALLY RENEWED on the anniversary date of the **Policy** by the payment subject to Conditions 5 and 6(a). **Our** acceptance of premium shall constitute its consent to renewal. In any event, coverage shall terminate when this **Policy** terminates.

(b) **Premium Rates– upon Renewal**

Premium rates are not guaranteed. **We** reserve the right to revise the premium at the time of renewal based on the portfolio claims experience. The revision could arise from the deterioration in claims experience or changes in benefits. These conditions are not exhaustive and the premium rates may be reviewed under other justified circumstances. A fourteen (14) days' written notice prior to anniversary of **Policy Year** will be provided to **You** prior to the change.

5. Automatic Termination of Coverage

Coverage under this **Policy** will automatically expire and the **Policy** shall cease:

- (a) On the date **You** cease to be a Credit or Debit Cardholder for the payment of this **Policy**; or
- (b) When the **Policy** and/or **Certificate of Insurance** is cancelled by **You** or **Us** in accordance with the provisions stated in Condition (Section F, 8) on the dates specified therein; or
- (c) Upon the expiry of the warranty period referred to the Cash Before Cover Clause (Section D, 3) if any premium is not paid on its due date; or
- (d) Upon death or **Permanent Total Disability** of **Insured Person**;
- (e) On **Policy Year** anniversary after attaining age of seventy-six (76) years old; or
- (f) On **Policy Year** anniversary when the Child attains the age of nineteen (19) or twenty-six (26) upon renewal if still studying full time in a recognized institution of learning.

6. Reinstatement

Policy may be reinstated at **Our** discretion subject to: -

- (a) Written application by the **Insured**;
- (b) Evidence of insurability satisfactory to **Us**;
- (c) Payment of total premiums due if any.

7. Claims

- (a) No claim shall be admissible whilst premiums are in arrears.
- (b) If anything occurs likely to give rise to a claim under this **Policy**, **You** or **Your** legal personal representative shall, as soon as reasonably possible and in any case within thirty (30) days, notify **Us** in writing and shall, when required by **Us**, with all reasonable speed and at **Your** own expense, give **Us** such further particulars as **We** may require.
- (c) Either **You** or **Your** personal representative's receipt of the claim payout shall discharge **Us**. **You** or **Your** personal representative shall have no right to claim from or sue **Us**.

If there is more than one (1) party having an interest in **You**, the benefit shall represent the total amount payable, in respect of **You**, for all interests covered by this **Policy**.

(d) No sum payable under the **Policy** shall carry interest.

(e) In the event that the actual number of eligible children in the **Family** exceeds the number stated in the declaration of the certificate, **Our** Limit of Liability per child upon claim settlement will be reduced by the ratio of the actual number of eligible children to that of the number of children being declared in the **Certificate of Insurance**.

Supporting documents for claims

| Benefits | Claim Documents Required |
|---|---|
| <ul style="list-style-type: none"> • Accidental Death • Additional payout on Accidental Death if Accident occurs during a National Public Holiday in MALAYSIA | <ul style="list-style-type: none"> - Original or Certified true copy of Police report - Certified True Copy (CTC) of Death Certificate - Details Post-Mortem Report - Burial Certificate - Copy of identity card/passport - Claim form - Copy of Toxicology Report if applicable |
| <ul style="list-style-type: none"> • Permanent Total Disability • Additional payout on Permanent Total Disability if Accident occurs during a National Public Holiday in MALAYSIA | <ul style="list-style-type: none"> - Original or Certified true copy of Police report, if applicable - Medical Report on the extend of permanent disability - Copy of identity card - Claim form |
| <ul style="list-style-type: none"> • Daily Hospital Income (due to Accident/ Illness) up to 365 days | <ul style="list-style-type: none"> - Admission and Discharge note - Original or Certified true copy of Police report, if applicable - Medical Report - Copy of identity card/ passport - Claim form |
| <ul style="list-style-type: none"> • Medical Expenses (due to Accident) | <ul style="list-style-type: none"> - Original or Certified true copy of Police report, if applicable - Medical Report - Original medical receipt and bills - Copy of identity card - Claim form |
| <ul style="list-style-type: none"> • Recuperation Benefit due to Dengue Fever, Zika Virus or Malaria within Malaysia | <ul style="list-style-type: none"> - Discharge letter / report - Claim form |
| <ul style="list-style-type: none"> • Inconvenience Allowance due to Snatch Theft, Home Theft or Burglary (with forcible and visible entry) | <ul style="list-style-type: none"> - Original or certified true copy of Police Report - Claim Form - Copy of Identity Card - Written Statement of Claim detailing the property lost or damaged - Photographs of the damaged property and point of entry/break-in and overall view of the property |
| <ul style="list-style-type: none"> • Inconvenience Allowance due to Identity Theft | <ul style="list-style-type: none"> - Original or certified true copy of Police Report - Claim Form - Copy of Identity Card - Documentation from the financial institution confirming that the funds were fraudulently obtained. |

Note:

Additional information and/or documents may be required from time to time based on the nature of claims. Appointment of adjuster and/or solicitor may become necessary during the course of assessment.

8. Cancellation

(a) Cancellation by Policyholder or Us

Either party may cancel the Master **Policy** at any time by providing not less than fourteen (14) days written notice to the other party. In the event of such cancellation: -

- (i) **We** will no longer issue any **Certificate of Insurance** under this Master **Policy**; and
- (ii) **We** will only be on risk for the unexpired period of any **Certificates of Insurance** already issued under this Master **Policy** and for which premium has been paid.

(b) Cancellation by You or Us

Either party may cancel this **Certificate of Insurance** at any time by providing the other party with no less than fourteen (14) days' written notice, sent to the last known address. The cancellation shall take effect from the next billing date of the monthly payment after the fourteen (14) days of notification period. No premium shall be refunded upon cancellation of this **Certificate of Insurance**.

9. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if **We** decide to discontinue this insurance product.

Cancellation of the portfolio as a whole shall be given by written notice to **You** and **We** will run off all policies until the expiry date of the period of cover within the portfolio.

10. Fraud

Any fraud, misstatement or concealment in respect of this insurance or of any claim shall render this **Policy** null and void and any benefit due shall be or become forfeited.

11. Arbitration

All differences arising out of this **Policy** shall be referred to the decision of an Arbitrator to be appointed Arbitrators, one (1) to be appointed in writing by each parties, with one (1) calendar month after having been required to do so by either of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the 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** 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 shall, for all purposes, be deemed to have been abandoned and shall not thereafter, be recoverable hereunder.

12. Additional Coverage

- (a) This **Policy** is extended to cover injury sustained by **You** who are employed as military personnel, law enforcement officer, civil defence officer, and security officer who solely does sedentary desk-bound duties, that is strictly clerical or administration work.
- (b) This **Policy** is extended to cover injury sustained by **You** who are employed in any of the occupations listed in EXCLUSIONS (Section E, 4) provided **You** are off-duty at the time of the injury and the injury does not arise in the course of employment or any activity related to the **Your** employment.

13. Sanction Limitation and Exclusion

We shall not be liable to pay any benefit under this **Policy** to the extent that such cover, payment of such 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 regulations of the European Union, United Kingdom, United States of America, Malaysia or Singapore.

14. Overseas Resident

Only **Accidental** Death and **Permanent Total Disability** benefits will be payable should **You** reside outside Malaysia for more than ninety (90) consecutive days.

15. 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 **Us** or other companies covering the

same risk or any part thereof, **We** shall not be liable for more than its rateable proportion thereof.

16. Work Permit Holder In Malaysia

For **You** who are a work permit holder in Malaysia, this **Policy** will automatically become null and void if **Your** work permit have expired or have been cancelled by the relevant authorities. **We** will return any proportionate part of the premium corresponding to the unexpired **Period of Insurance**.

IMPORTANT NOTICE

1. Copy of police report must be submitted to **Us** for any claims arising out of Motor Vehicle Accident (MVA).
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 No. : 1 800 88 8121
E-mail : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my
 - (b) **BNMLINK**
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link : bnm.gov.my/BNMLINK
Website : www.bnm.gov.my
 - (c) **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
3. **You** shall read this **Policy** carefully, and if any error is found herein, or if the cover is not in accordance with the needs of the **Policyholder**, **We** should be notified and the **Certificate of Insurance/Policy** should be returned to **Us**.
4. **You** are advised to Nominate a nominee and ensure that **Your** nominee is aware of the Personal Accident Policy that **You** have purchased.
5. 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)