



Liberty

Insurance®

MOTORIST COMPANION RIDER
[POLICY WORDING]

WHEREAS the Insured described in the Schedule hereto has made to Liberty General Insurance Berhad 197801007153 (44191-P) (hereinafter called "the Company") a written Proposal and Declaration which shall be the basis of this Contract and which is deemed to be incorporated herein and has paid the Premium stated in the Schedule hereto as consideration for the Insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that if the Insured shall sustain any bodily injury or death being the events described in the Table of Benefits caused solely and directly by accidental means at any time during the Period of Insurance stated herein or during any further period for which the Company may accept payment for the renewal hereof, the Company shall pay the Insured or in the event of death of the Insured to his nominee as executor according to the direction of the nomination and/or trustee of the trust created over such nomination in accordance with Schedule 10 of the Financial Services Act, 2013 and/or the assignee, as the case may be, the Compensation specified in the Table of Benefits if any of the aforesaid shall happen.

This policy and the Schedule shall be read together as one-contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

PROVIDED ALWAYS THAT:

1. No sum stated in the Schedule shall be payable:
 - a) Under Benefits A and B unless the death or disablement occurs within twelve (12) calendar months of the happening of the Bodily Injury.
 - b) Until the total amount of compensation shall have been ascertained and agreed.
 - c) Under Benefits C unless the insured passed away due to accidental death.
2. The aggregate of all percentage payable in respect of any one accident shall not exceed 100%. If the Insured is entitled to claim under Benefit B in respect of any one accident the aggregate claim payable for Benefit B shall not exceed 100% of the Capital Sum Insured. In the event of total 100% having been paid all insurance hereunder shall immediately cease to be in force.
3. This policy is extended to cover the Insured twenty four (24) hours a day worldwide irrespective of whether Insured person is riding the named motorcycle or not. However, eligibility for benefit starts 48 hours after the effective date of the policy.

TABLE OF BENEFITS

Bodily injury caused by accidental violent external and visible means which injury shall solely and independently of any other cause result in:

Item	Benefit	Amount Payable
A.	Accidental Death	RM5,000.00
B.	Permanent Disablement.	RM5,000.00
	1. Total Permanent Disablement from engaging in or attending to employment / occupation of any and every kind.	RM5,000.00
	2. Total Paralysis or Permanently Bedridden.	RM5,000.00
	3. Loss of one (1) or both hands.	RM5,000.00
	4. Loss of one (1) or both feet.	RM5,000.00
	5. Loss of one (1) or both eyes	RM5,000.00
C.	Funeral Expenses	RM2,000.00

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

Total Permanent Disablement means absolute disablement from engaging in or giving attention to profession or occupation of any kind.

Loss of Eye means total and irrecoverable loss of all sight rendering the Insured absolutely blind in the eye beyond remedy by surgical or other treatment.

EXCLUSIONS

This Policy shall not cover death loss or disablement directly or indirectly caused:-

1. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
2. by 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.
3. by any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence.
4. by fits, hernia, disease, illness or any kind of venereal disease infection or parasites including those relating to the, pregnancy, childbirth, miscarriage, confinement or any complication thereof unless caused solely and directly by accidental means to You or Your Authorised Rider while riding, alighting from or boarding Your Motorcycle, Acquired Immune Deficiency Syndrome (AIDS), intoxication of drugs, suicide or attempted suicide (whether felonious or not), provoked assault, self inflicted injury, judicial pronouncement, unlawful act on the part of the insured or willfull exposure of the Insured to unnecessary danger in an attempt to save human life.

5. while the Insured is in state of unsound mind.
6. while the Insured is engaging in Mountaineering requiring ropes or guides, rock climbing, steeple chasing, polo, any kind of motor race driving, private flying and/or as an active member of air crew, aeronautic sports, parachuting, parasailing or hand gliding, bungee jumping, horse riding, hunting, yachting, water skiing, scuba diving, ice or winter sport of any kind, boxing, wrestling and training or performing any form of martial arts acrobatics or similar kind of body-contact sports unless previous consent of the Company has been obtained and the Policy has been endorsed accordingly. In any event whatsoever any person engaging or participating in any sport on a professional basis, will not be covered under the Policy.
7. while the Insured is in on or ascending into or descending from any aircraft other than a fully incensed passenger carrying aircraft in which the Insured is traveling as a passenger (on schedule or unscheduled flights) other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.
8. by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. by or 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.
10. while the vehicle is used for hire, racing, road rally, pacemaking, speed-testing, illegal business or use for any purpose in connection with motor trade.
11. while the driver does not hold a valid driver's license to drive the automobile or is not qualified for holding or obtaining such a valid driver's license under the regulations of the Malaysia Road Transport Department.
12. while the rider is under influence of intoxicating liquor, alcohol or drugs.
13. CYBER LOSS LIMITED EXCLUSION CLAUSE
 1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
 2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
 3. 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.
 4. 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.
 5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

14. 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.

CONDITIONS

1. All benefits under this Policy shall be forfeited if there shall have been any misrepresentation or omission in any statement or representation given to the Company for this Insurance or in the proposal or in any particulars supplementary thereto or in any statement made for the continuance of this Insurance or in connection with a claim hereunder or if there shall have been any change in the circumstances which may increase the risk including change of occupation unless notice of such change shall have been given to the Company and their written consent to continue the insurance shall have been obtained.

2. As soon as the Insured or any responsible person on behalf of the Insured shall become aware of any event which may give rise to a claim under this Policy notice thereof shall be given to the Company and all information assistance and documents within the knowledge or possession of the Insured or such other person or of any person on behalf of them or either of them necessary for the purpose of dealing with the matter shall with all reasonable dispatch be supplied to the Company or on behalf and at the expense of the Insured. Such further evidence (including medical and death certificates and statutory declarations) as the Company may reasonably require shall also be supplied in the same manner for the purpose of substantiating any claim under the policy.
3. On the happening of any event which may give rise to a claim under the Policy the Insured shall within 2 months be attended by a duly qualified and registered medical practitioner and shall within 7 days upon demand thereof shall supply to the Company by and at the expense of the Insured a written report by such practitioner stating in the event of injury the nature and extent of the injury received and particulars of any operation performed or likely to be performed and generally all other such particulars concerning such injury as the Company may reasonably require. The Insured shall submit the medical and surgical treatment (including any operation) which the Medical Advisers of the Insured may consider necessary. The Insured shall after the happening of any event as aforesaid at all reasonable times submit to medical examination by a duly qualified and registered medical practitioner appointed by the Company and in the event of death the Company shall be entitled at their own expense a post-mortem examination by or in the presence of such medical practitioner appointed as aforesaid.

The sum stated in the Benefit table will be paid to the Insured Person's next of kin or legal representative in the event of an accidental death of the Insured Person.

4. It is hereby agreed that the Insured is between the age of 16 to 70 years at the date of their inception and is free from physical defects and in normal health.
5. This Policy is renewable from year to year by mutual agreement between the Insured and the Company but in any case will be subject to revision at the end of the Period of Insurance during which the person insured attains the Maximum Age stated in Condition 4 above.
6. **CANCELLATION:** The Company may cancel this policy at any time by written notice delivered to the Insured or mailed to his last 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 thereof. In the event the policy is cancelled by the Insured, the earned premium shall be computed in accordance with the short rate table used by the company at any time of cancellation.

Short Period Rates

Not exceeding one calendar month	25%
Exceeding one month but up to 3 months	50%
Exceeding three months but up to 6 months	75%
Exceeding six months but up to 9 months	90%
Exceeding nine months	100%

7. The terms and conditions of this Policy so far as they may contain any provision to be observed or complied with by or on behalf of the Insured shall in so far as is practicable having regard to the nature thereof be conditions precedent to the liability of the Company hereunder. In all cases where this Policy is void or any benefit is forfeited the premiums paid will be retained by the Company.
8. The Company will not be bound by any premium receipt unless given on their printed official form. No alteration in the terms of this Policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed by an Authorized Agent Officer or Attorney of the Company.
9. All differences arising out of this Policy shall be referred to a single Arbitrator to be appointed in writing by the parties or if they cannot agree upon a single Arbitrator to two Arbitrators one to be appointed in writing by each party and such Arbitrators shall before commencing their reference elect an Umpire. In all other respects the Arbitration shall be subject to the statutory provisions for the time being in force relating to Arbitration. Unless and until an award has been made no action or other legal proceedings shall be commenced in respect of any claim under or by virtue of the Policy. After the expiration of one year from the date of any event giving rise to a claim under this Policy the Company shall not be liable in respect thereof unless the Company shall have admitted liability in respect of such claim or the claim shall in the meantime have been referred to Arbitration.

QUALIFICATION

Benefits are only payable where the death or loss occurs or the disablement commences within twelve calendar months of the accident.

For the purpose of the Policy disablement is to mean disablement from following the Insured's occupation, business and pursuits.

IMPORTANT NOTICE

1. This Policy and its Conditions should be examined and if incorrect returned at once for alteration.
2. In the event of any occurrence which may give rise to a claim notice should be given IMMEDIATELY to the nearest office followed by such further steps as are required by the Conditions of the Policy.
3. All Premiums are to be paid directly to the Company. Payments made by cheque should be crossed "A/C PAYEE ONLY" and made out in favour of "Liberty General Insurance Berhad"

THIS POLICY IS ENDORSED WITH**1. PAYMENT OF BENEFITS CLAUSE**

The nominee is named in this Policy at the request of the Insured and is not a party to this contract. Payment of any compensation under this Policy to the nominee shall be according to the nomination and/or trust and/or assignment, as may be applicable, in accordance with the requirements of the Financial Services Act, 2013.

In the event no nomination is made and the Company is called upon to pay compensation on this Policy under Schedule 10 of the Financial Services Act, 2013, the Company shall pay at its discretion and any such payment will effectively discharge the Company of all subsequent claims and liabilities.

2. TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contribution 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 threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization government(s), committed for political, religious, ideological 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 the company 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 the insured.

In the event any portion of this endorsement is found to be invalid unenforceable, the remainder shall remain in full force and effect.

3. 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 or Malaysia.

EXTENSIONS GRANTED UNDER THE WITHIN POLICY**1. DISAPPEARANCE**

If a period of one year has lapsed, the Company having examined all available evidence and having no reason to suppose other than an accident has occurred, the disappearance of the Insured person shall be considered to have resulted in bodily injury and constitute a claim under this Policy. Provided that if anytime after the claim shall be made, the Insured Person is found to be living, any sums paid by the Company in settlement of the claim shall be refunded to the Company.

2. EXPOSURE

Provided that should an Insured Person suffer injury resulting from exposure to the elements as a result of an accident insured herein, then such additional injury, illness or death caused by such exposure would be considered as a claim under the Policy.

3. CASH-BEFORE COVER REQUIREMENT

No cover shall be granted until premium has been paid and in accordance with the CASH-BEFORE-COVER REGULATION. Where payment of the premium is made by cheque, money order, postal order, bankers draft the payment must be crossed "Account Payee Only" and made in favour of Liberty General Insurance Berhad.

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 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).

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenues below. Kindly check with our company's Complaints Unit on the proper avenue for dealing with your complaint.

a) **Customer Service Executive, Customer Contact Centre**

Liberty General Insurance Berhad

Liberty Insurance Tower,
CT 9, Pavilion Damansara Heights,
3, Jalan Damanlela,
50490 Kuala Lumpur
Tel. No.: 03-2268 3333 or 1-300-888-990
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