

PA FLEX INSURANCE POLICY

WHEREAS the **Insured** by an application and declaration which are duly incorporated herein has applied to **Liberty General Insurance Berhad [Registration No. 197801007153 (44191-P)]** (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 Company will pay the sum or sums of money stated in the Table of Benefits provided in this policy if the **Insured Person(s)** shall sustain any **Injury** caused by **ACCIDENTAL MEANS WHICH IS EXTERNAL, VISIBLE, SUDDEN, UNINTENTIONAL, UNEXPECTED AND UNFORESEEN THAT OCCURS AT AN IDENTIFIABLE TIME AND PLACE, SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE** result in his / her death or disablement.

DEFINITIONS

1. **Company / We / Us / Our** shall mean Liberty General Insurance Berhad.
2. **Effective Date** shall mean the effective date of this Policy as stated in the Policy **Schedule**.
3. **Accident** means any sudden or unexpected event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted **Injury**.
4. **Injury** means bodily injury suffered anywhere in the world caused solely by an **Accident** and not by sickness, disease (unless expressly provided for in this Policy) or gradual physical or mental wear and tear occurring during the Period of Insurance.
5. **Policy Anniversary Date** refers to the same date each year as the Policy **Effective Date**.
6. **Schedule** shall mean the document attaching to and forming an integral part of the Policy that provides details of **Insured / Insured Person(s)**, terms and conditions that are specified to this contract of insurance.
7. **Insured** shall mean a person as described in the **Schedule** to whom this Policy has been issued in respect of cover for the **Insured Person(s)**.
8. **Insured Person(s)** shall mean the person(s) named or described in the Schedule Endorsement as the **Insured Person(s)** and who must be a Malaysian, Malaysia Permanent Resident, work permit / employment pass holder or otherwise legally employed in Malaysia and/or his/her spouse and children who is/are legally residing in Malaysia.
 - (a) Spouse refers to **Insured's** legal spouse. We shall cover one legal spouse only under this Policy.
 - (b) Children refer to **Insured's** biological or legally adopted child(ren) who is/are unemployed and unmarried.
9. **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(s)** himself / herself, or the spouse or lineal relative of the **Insured / Insured Person(s)**.
10. **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.
11. **Loss of Eye** shall mean total and irrecoverable loss of all sight rendering the **Insured Person(s)** blind in the eye beyond remedy by surgical or other treatment.
12. **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(s)** is totally, continuously and permanently disabled and prevented from performing three (3) or more **Activities of Daily Living** as defined in this Policy which would normally be carried out by him / her daily life had such disablement not occur.
13. **Natural Elements** means extreme weather conditions including but not limited to drought, heatwave, sandstorm and blizzard.

14. **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.
15. **Extreme sports and activities** shall mean any activity that may be highly dangerous (i.e. involves a high level of expertise, extreme physical activity, highly specialized gear or stunts) including:
- (a) Any speed contest or racing other than on foot;
 - (b) Mountaineering (reasonably requiring the use of ropes and guides), rock climbing, indoor climbing, abseiling or caving;
 - (c) Hiking or trekking in remote areas unless with licensed guides;
 - (d) Any activity involving the **Insured Person** being airborne (whether suspended or not) including but not limited to parachuting, hot air balloon rides, hang gliding, sky diving or high diving, or flying except as a fare paying passenger in a scheduled carrier;
 - (e) Any underwater activities exceeding fifty (50) meters in depth, involving the use of underwater breathing apparatus or water-ski jumping;
 - (f) Soccer, rugby or American football; or
 - (g) Motocross, freestyle motocross or any forms of off-road motorcycling.

TABLE OF BENEFITS

Benefits		Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	Plan 4 (RM)	Plan 5 (RM)	Plan 6 (RM)	Plan 7 (RM)	
1	Accidental Death (Renewal Bonus 10% Per Year Up to Maximum 100% of the Principal Sum Insured)	50,000	100,000	200,000	300,000	500,000	750,000	1,000,000	
2	Permanent Disablement (Renewal Bonus 10% Per Year Up to Maximum 100% of the Principal Sum Insured)	Up to 50,000	Up to 100,000	Up to 200,000	Up to 300,000	Up to 500,000	Up to 750,000	Up to 1,000,000	
3	Medical Expenses	Up to 3,000	Up to 4,500	Up to 6,000	Up to 6,500	Up to 7,500	Up to 8,500	Up to 10,000	
4	Corrective Dental and/or Cosmetic Surgery	Up to 5,000							
5	Traditional Treatment	Up to 100 per visit, subject to maximum of 500							
6	Purchase of Orthopaedic Equipment	Up to 1,000				Up to 2,000			
7	Ambulance Fees	Up to 1,000							
8	Daily Hospital Income (per day, up to 180 days)	75	75	100	125	175	200	225	
9	Home Nursing Care	Up to 500	Up to 1,000	Up to 1,500	Up to 2,000	Up to 3,000	Up to 4,000	Up to 5,000	
10	Compassionate Care	Up to 100 per day, subject to maximum of 1,000							
11	Bereavement Allowance	5,000	10,000	20,000	30,000	50,000	75,000	100,000	
12	Funeral Expenses	Up to 7,500							
13	Kidnap Cover	5,000 for Expenses and 25,000 for Reward							
14	Snatch Theft and Robbery	Up to 1,000							
15	Repatriation of Mortal Remains	Up to 7,500							
16	Personal Liability	Up to 50,000	Up to 100,000	Up to 200,000	Up to 300,000	Up to 500,000	Up to 750,000	Up to 1,000,000	
17	Double Indemnity Whilst Travelling During National Public Holiday in Malaysia / in Public Conveyance / Transport	50,000	100,000	200,000	300,000	500,000	750,000	1,000,000	
18	Trauma Counselling / Physiotherapy / Psychotherapy / Rehabilitation Expenses	Up to 5,000							
19	Death due to Natural Disaster	5,000	10,000	20,000	30,000	50,000	75,000	100,000	
Optional Weekly Benefits									
1	Temporary Total Disablement (per week, up to 104 weeks)	50	75	100	150	250	375	500	
2	Temporary Partial Disablement (per week, up to 104 weeks)	25	37.50	50	75	125	187.50	250	

BENEFITS

Description of Loss	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	
• one hand or arm	100
• one foot or leg	100
• all sight in one or both eyes	100
(d) Loss of	
• hearing of both ears	75
• hearing in one ear	15
• speech	50
(e) Loss of	
• four fingers and thumb of one hand	50
• 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 a part of a body shall be treated as a loss of the part of the body. 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.

Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) share the same sum insured limit. **We** will only pay the greatest percentage of the principal sum insured payable based on the scale of compensation shown above in the event that the **Injury** suffered by the **Insured Person(s)** in a single **Accident**, resulting in more than one (1) loss.

The aggregate of all percentages payable under Benefit 2 (Permanent Disablement) in respect of all **Accidents** during Period of Insurance shall not exceed one hundred percent (100%) of the principal sum insured.

In the event of this maximum sum insured has been paid to an **Insured Person(s)**, all insurance hereunder for the said **Insured Person(s)** 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.

Coma: Upon certification by a **Medical Practitioner** that the **Insured Person(s)** has been in coma state for at least twelve (12) calendar months due to 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 upon each renewal year (provided the renewal is continuous and no lapse between any renewal period) up to maximum of 100% of the Principal Sum Insured. However, in the event of any claim(s) having been made under Benefit 2 (Permanent Disablement) by any of the **Insured Person(s)**, any accumulated Renewal Bonus will be forfeited and computation for future Renewal Bonus will begin anew from the next renewal date of this Policy.

3. MEDICAL EXPENSES

We will indemnify the **Insured Person(s)** 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 Table of Benefits per event, provided that the medical treatment is performed by a **Medical Practitioner**.

Medical Expenses shall cover actual expenses incurred for hospitalisation (including room and board), clinical, medical and surgical treatment, doctor's consultation, x-rays, lab test, medical report, post-mortem report and government / service tax. Medical Expenses incurred due to food poisoning is payable provided the **Insured Person(s)** is hospitalised for a minimum eight (8) consecutive hours.

Cashless Hospital Admission and Discharge:

In the event the **Insured Person(s)** requires hospitalisation due to an **Accident**, **We** will facilitate the **Insured Person's** admission into a participating **Hospital** in Malaysia by providing guaranteed amount required by the **Hospital** up to maximum RM3,000.

Thereafter, **We** will also facilitate the **Insured Person's** discharge from the same **Hospital** provided:

- (a) the final bill from the **Hospital** does not exceed the **Insured Person's** Medical Expenses Benefit limit as specified in the Table of Benefits.
- (b) 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(s)**.

The cashless benefit will only be activated after 7 working days from the submission and acceptance of the **Insured Person's** proposal to any of **Our** registered office.

Food and drink poisoning, Dengue, Malaria, Japanese Encephalitis (JE) or Chikungunya are excluded from the cashless admission and discharge benefit.

4. CORRECTIVE DENTAL AND / OR COSMETIC SURGERY

We will indemnify the **Insured Person(s)** up to the amount specified in the Table of Benefits in respect of actual expenses incurred as a result of **Injury** due to an **Accident** 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

We will indemnify the **Insured Person(s)** the actual costs of traditional treatment including medicine as a result of **Injury** due to an **Accident** as specified in the Table of Benefits.

6. PURCHASE OF ORTHOPAEDIC EQUIPMENT

In the event the **Insured Person(s)** suffers Permanent Disablement due to an **Accident**, **We** will indemnify the **Insured Person(s)** up to the amount specified in the Table of Benefits, the actual costs of purchasing the following medical equipment provided always such medical equipment are necessary to assist in the mobility of the **Insured Person(s)** and are recommended by the attending **Medical Practitioner**.

- (a) wheelchair;
- (b) artificial arms or leg; and / or
- (c) crutches

7. AMBULANCE FEES

We 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 Table of Benefits provided such ambulance fee incurred as a result of an **Accident** to the **Insured Person(s)**.

8. DAILY HOSPITAL INCOME

We will pay a Daily Hospital Income Benefit as specified in the Table of Benefits for the period of hospitalisation as a result of accidental **Injury** for up to a maximum of 180 days per **Accident**. This benefit is triggered only if the **Insured Person(s)** 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

We will indemnify the **Insured Person(s)** up to the amount as specified in the Table of Benefits if the **Insured Person(s)** requires constant home nursing care by a qualified and registered nurse for more than four (4) consecutive weeks as a result of accidental **Injury** and such home nursing care is certified medically necessary by the attending **Medical Practitioner**.

10. COMPASSIONATE CARE

We will indemnify the **Insured Person(s)** up to the amount specified in the Table of Benefits for reasonable travelling and accommodation expenses incurred by one (1) family member to take care and / or to accompany the **Insured Person(s)** 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(s), guardian(s), grand-parent(s), brother(s) and sister(s).

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

11. BEREAVEMENT ALLOWANCE

We will pay the limit as specified in the Table of Benefits 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.

12. FUNERAL EXPENSES

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

13. KIDNAP COVER

We will pay up to the limit specified in the Table of Benefits 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(s)** provided the **Insured Person(s)** 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(s)** is not recovered after a period of one (1) year from the date of kidnapping.

14. SNATCH THEFT AND ROBBERY

In the event of snatch theft and / or robbery excluding pick pocket, **We** will indemnify the **Insured Person(s)** up to the amount specified in the Table of Benefits 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(s)** must make a police report and submit the report to **Us** within twenty-four (24) hours from the time of the incident.

15. REPATRIATION OF MORTAL REMAINS

We will indemnify the **Insured Person's** legal representative up to the amount specified in the Table of Benefits for actual expenses reasonably incurred for transportation of the **Insured Person's** mortal remains back to:

- (a) **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; or
- (b) **Insured Person's** home if the **Insured Person's** death is due to an **Accident** whilst travelling within **Insured Person's** home country.

16. PERSONAL LIABILITY

We will indemnify the **Insured Person(s)** up to the limit specified in the Table of Benefits any one **Accident** and any one Period of Insurance. The territorial limit of this benefit is within Malaysia only.

- (a) All sums the **Insured Person(s)** shall become legally liable to pay for compensation in respect of:
 - i) accidental **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(s)** by any third party or third parties.
 - ii) incurred with the written consent of the **Company**.

Notwithstanding with the above, this benefit does not cover any **Injury** or disablement directly or indirectly caused by or in connection with any of the following:

- (a) Liability assumed by the **Insured Person(s)** by agreement unless such liability would have attached to the **Insured Person(s)** notwithstanding such agreement.
- (b) 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(s)** or for compensation claimed from the **Insured Person(s)** by an injured person or dependent under any Workmen's Compensation legislation.
- (c) 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.
- (d) Liability in respect of damage to property belonging to or in the charge or under the control of the **Insured Person(s)** or of any servant or agent of the **Insured Person(s)**.

17. DOUBLE INDEMNITY WHILST TRAVELLING DURING NATIONAL PUBLIC HOLIDAY IN MALAYSIA / IN PUBLIC CONVEYANCE / TRANSPORT

We will double the Sum Insured on Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) if the **Insured Person(s)** 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

- (a) during national public holiday in Malaysia; and / or
- (b) as a fare-paying passenger on any mode of public conveyance / transport.

18. TRAUMA COUNSELLING / PHYSIOTHERAPY / PSYCHOTHERAPY / REHABILITATION EXPENSES

We will reimburse the **Insured Person(s)** up to the amount specified in the Table of Benefits 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 ninety (90) days from date of **Accident**.

19. DEATH DUE TO NATURAL DISASTERS

We will pay to the **Insured Person's** next-of-kin or legal representatives the amount as specified in the Table of Benefits in the event the **Insured Person(s)** suffers accidental death due to natural disasters covered in this Policy.

OPTIONAL WEEKLY BENEFITS

If the **Insured Person(s)** is temporarily unable to engage in or attend to his / her profession or occupation due to **Injury** caused by an **Accident** covered under this Policy as certified by a **Medical Practitioner**, **We** will pay the **Insured Person(s)** the amount specified under Weekly Benefits (Temporary Total Disablement / Temporary Partial Disablement) as specified in the Table of Benefits 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 or **Injury** to the **Insured Person(s)** arising from Strike, Riot and Civil Commotion caused directly or indirectly by labor disturbances, riots or civil commotions or any persons of malicious intent acting on behalf of or in connection with any political organization, provided that in connection with this extension the **Insured Person(s)** shall sustain **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 or **Injury** to the **Insured Person(s)** arising from hijacking due to unlawful seizure or wrongful exercise of control of an aircraft vessel or public conveyance whilst travelling as a fare-paying passenger.

FOOD POISONING

It is hereby declared and agreed that the Policy is extended to cover the **Insured Person(s)** against death or medical treatment as herein defined arising out of or resulting from accidental food poisoning or other similar misfortune.

DROWNING

It is hereby declared and agreed that this Policy is extended to cover the **Insured Person(s)** against death due to accidental drowning.

AMATEUR SPORTS

It is hereby declared and agreed that this Policy is extended to cover death or disablement or **Injury** arising whilst the **Insured Person(s)** is engaged in indoor or outdoor sports as an amateur, except those excluded under Exclusion (c).

UNPROVOKED MURDER AND/OR ASSAULT

It is hereby declared and agreed that this Policy is extended to cover the death or disablement or **Injury** arising from unprovoked murder and/or assault or any attempt thereon to the **Insured Person(s)**.

INSECT, SNAKES, VERMIN AND ANIMAL BITES

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

DISAPPEARANCE

It is agreed and understood that if after a period of one (1) year has lapsed from the date of reported disappearance of the **Insured Person(s)** to the police or relevant authorities, the **Company**, having examined all evidences available, shall have no reason to suppose other than that an **Accident** has occurred which in all probability has resulted in the death of the **Insured Person(s)**, the disappearance shall be considered to constitute a death claim under this Policy.

However, if at any time after the payment has been made, the **Insured Person(s)** is found to be living, any sum paid by the **Company** in settlement of the claim shall be refunded to the **Company**.

WINTER SPORTS

It is hereby declared and agreed that this Policy is extended to cover the **Insured Person(s)** against death or disablement or **Injury** 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(s)** against death or disablement or **Injury** caused by earthquake, flood, volcanic eruption, tidal wave, lightning, windstorm, hurricane, cyclone, typhoon, La Nina and landslip / landslide.

EXPOSURE TO NATURAL ELEMENTS

It is hereby declared and agreed that this Policy is extended to cover death or disablement or **Injury** caused by exposure to the **Natural Elements** as a result of an **Accident**, provided that in the event of death of the **Insured Person(s)**, the death is subject to an inquest by which it is found that the **Insured Person(s)** 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(s)** whilst riding a motorcycle (whether as rider or pillion) for private or business purposes, provided always that the **Company** shall not be liable for any claim arising out of racing, pacemaking or participation in any speed contest reliability or other trials.

HUNTING

It is hereby declared and agreed that this Policy extends to cover the **Insured Person(s)** against death or disablement or **Injury** whilst engaged in hunting (except big game hunting) for leisure purpose only, provided approval permits / licences from relevant authorities have been obtained and the **Insured Person(s)** holds a valid licence to possess and use firearms for hunting purposes only.

SUFFOCATION THROUGH SMOKE, FUMES OR POISONOUS GAS

It is hereby declared and agreed that the Policy is extended to cover the **Insured Person(s)** against death or disablement or **Injury** 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 this clause:

- (a) Terrorism means 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 includes but is 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.

UNDERWATER ACTIVITIES / SCUBA DIVING (UP TO 50 METERS)

It is hereby declared and agreed that this Policy is extended to cover the **Insured Person(s)** against death or disablement or **Injury** whilst engaged in underwater activities involving the use of breathing apparatus / scuba diving as an amateur (up to 50 meters), whereby

- (a) the **Insured Person(s)** is under the supervision of qualified diving instructor; or
- (b) the **Insured Person(s)** holds a valid diving certification.

INTOXICATION DUE TO PRESCRIBED MEDICATIONS

It is hereby declared and agreed that this Policy is extended to cover the **Insured Person(s)** against death or disablement or **Injury** as herein defined arising out of or resulting from intoxication by drugs or alcohol. For this purpose, all such drugs must be prescribed by a qualified registered **Medical Practitioner** and the alcohol concentration in the blood, breath or urine of the **Insured Person(s)** must not exceed the legal limits that is in force at the material time.

EXCLUSIONS

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

- (a) Suicide (whether felonious or not) or any attempt threat or self-inflicted **Injury**, pregnancy (except Benefit 12) or childbirth unless caused solely and directly by the **Accident**, 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.
- (b) The **Insured Person(s)** flying or travelling in an aircraft otherwise than as fare-paying passenger with a licensed carrier on a scheduled domestic or international route.

- (c) The **Insured Person(s)** engaging in:
 - (a) **extreme sports and activities:**
 - (b) water-skiing, underwater activities exceeding fifty (50) meters in depth involving use of underwater breathing apparatus (except scuba diving),
 - (c) professional sports or games, martial arts, horse-riding, wrestling, boxing, rugby or American football.
- (d) Use of woodworking machinery driven by mechanical power.
- (e) Any pre-existing physical defect or infirmity, fits of any kind, any form of disease, illness, virus, infection or parasites.
- (f) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power.
- (g) Intoxication beyond the legal limit.
- (h) Provoked murder or assault.
- (i) Accidental death, disablement and **Injury** while committing or attempting to commit any unlawful acts (acts that are against the law, including but not limited to driving without a valid driving licence).
- (j) Ionisation, nuclear weapons material, radiations or contamination by radioactivity 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.
- (k) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- (l) 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(s)** 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(s)** of any land or building;
 - (c) Any employment, profession or business of the **Insured Person(s)** or anything done in connection therewith or for the purpose thereof.
- (m) 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.
- (n) 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 1 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 the **Insured**.

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(s)** 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(s)** 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(s)** 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(s)** 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(s)** must be eighteen (18) to seventy (70) years old, and renewable up to eighty (80) years old, except for child(ren). Children who is/are wholly dependent on the **Insured** for financial support must aged between thirty (30) days to eighteen (18) years old, or up to twenty-five (25) years old if he/she is full time student in a recognized institution of higher learning.

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(s)** 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 the **Company** 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(s)** 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(s)** has become affected or has knowledge of.

9. OVERSEAS RESIDENT

Only Death and Permanent Disablement Benefits will be payable should the **Insured Person(s)** 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(s)**, which the **Insured/ Insured Person(s)** 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(s)** 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(s)** 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(s)** 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(s)** 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(s)** shall be established by an Official Death Certificate or in the event of his disappearance following an **Accident**, by a Court presuming his death.
- (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(s)**, all payment of claims due and payable here under shall be made to the **Insured Person(s)** or to his/her legal representative.

12. MEDICAL EXAMINATION

The **Company** shall have the right and opportunity to examine the **Insured Person(s)** 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.

Short Period Rates Table

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

14. PORTFOLIO WITHDRAWAL CONDITION

The **Company** reserves the right to withdraw the entire portfolio if it decides to discontinue underwriting this insurance product. Withdrawal of the entire portfolio 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(s)** 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(s)** 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(s)**, or
- (c) the **Company** has paid 100% compensation on Permanent Disablement benefit to the **Insured Person(s)**, or
- (d) the **Insured Person(s)** attains the coverage age limit specified.

19. WORK PERMIT HOLDER IN MALAYSIA

For **Insured Person(s)** 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.

20. 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, United States of America or Malaysia.

21. PAYMENT OF PREMIUM — CASH BEFORE COVER

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

22. AUTOMATIC TERMINATION OF POLICY BENEFITS

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

- (a) Upon the death of the **Insured Person(s)**; or
- (b) Upon payment of Benefit 1 (Accidental Death) or 100% of Benefit 2 (Permanent Disablement) or Benefit 17 (Double Indemnity Whilst Travelling During National Public Holiday In Malaysia / In Public Conveyance / Transport) of the **Insured Person(s)**; or
- (c) When the **Insured Person's** work permit/pass has expired or has been cancelled by the relevant authorities in Malaysia.

Except for item 22 (a) and (b) above, **We** will refund the premium for the unexpired portion of the Period of Insurance on pro-rated basis provided that no claims have been made during the Period of Insurance.

23. TERRITORIAL LIMIT

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

CHECKLIST ON THE REQUIRED SUPPORTING DOCUMENTS UPON CLAIMS

Item	Benefit Name	Action / Document(s) Required
All	All Claims	1. Completed claim form; 2. Proof of identity.
1	Accidental Death	1. Medical report or death certificate;
12	Funeral Expenses	2. Post-mortem report (if any);
19	Death due to Natural Disaster	3. Driving licence and police report (if involved in motor vehicle accident); 4. Burial certificate; 5. Letter of administration (claim ≥ RM100,000) and statutory declaration from next of kin (claim < RM100,000); 6. Faraid certificate for Muslim; 7. Proof of relationship with nominee (eg. birth certificate, marriage certificate).
2	Permanent Disablement	1. Medical report; 2. Driving licence and police report (if involved in motor vehicle accident); 3. Medical practitioner's report verifying the permanent disablement and degree of disability.
3	Medical Expenses	
4	Corrective Dental and/or Cosmetic Surgery	1. Medical report;
5	Traditional Treatment	2. Driving licence and police report (if involved in motor vehicle accident);
7	Ambulance Fees	3. Original medical bill(s)/receipt(s);
11	Bereavement Allowance	4. Hospital admission/discharge note or summary.
6	Purchase of Orthopaedic Equipment	1. Medical report; 2. Driving licence and police report (if involved in motor vehicle accident); 3. Photograph(s) of the injury/permanent disablement ; 4. Original receipt(s) for the cost of equipment claimed.
8	Daily Hospital Income	1. Medical report; 2. Driving licence and police report (if involved in motor vehicle accident); 3. Hospital admission/discharge note or summary.
9	Home Nursing Care	1. Original bill(s)/receipt(s) for nursing care; 2. Hospital admission/discharge note or summary containing date of admission/discharge; 3. Treating medical practitioner's written advice on the need of nursing care.
10	Compassionate Care	1. Driving licence and police report (if involved in motor vehicle accident); 2. Original bill(s)/receipt(s) for expenses incurred for travelling and accommodation; 3. Proof of relationship (eg. birth certificate); 4. Hospital admission/discharge note or summary.
13	Kidnap Cover	1. Police report and investigation report.
14	Snatch Theft and Robbery	1. Police report.
15	Repatriation of Mortal Remains	1. Death certificate; 2. Driving licence and police report (if involved in motor vehicle accident); 3. Original bill(s)/receipt(s) for expenses incurred for repatriation of mortal remains; 4. Embalming certificate; 5. Authorisation/permit for repatriation of mortal remains.
16	Personal Liability	1. All correspondence/documents from the third party.
17	Double Indemnity Whilst Travelling During National Public Holiday in Malaysia / in Public Conveyance / Transport	1. Police report; 2. All documents required for death or permanent disablement claims; 3. Ticket or documents indicating travel details.
18	Trauma Counselling / Physiotherapy / Psychotherapy / Rehabilitation Expenses	1. Medical report; 2. Original bill(s)/receipt(s) for expenses incurred; 3. Medical practitioner's report verifying the need of counselling / physiotherapy / psychotherapy / rehabilitation.
	Optional Weekly Benefits	1. Medical report; 2. Driving licence and police report (if involved in motor vehicle accident); 3. Copy of medical leave certificate.

Kindly take note that the submission of information/documents need not necessarily mean that the claim is admitted. The required documents stated above are not intended to be all-inclusive as the need for additional information/documents may become necessary during the claim assessment.

CLAUSES AND ENDORSEMENTS
to be attached and read as part of the Policy
(applicable only if auto-renewal is selected)

Special Conditions On Auto Renewal Payment Instruction

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

Premium

- (a) Premium as stated in the Policy **Schedule** shall be due on the **Effective Date** of Policy and payable yearly, on each **Policy Anniversary Date**.
- (b) Premium will be charged to the **Insured's** Nominated Account when due.
- (c) Payment of premium when due automatically renews the Policy. No renewal documents are issued and the existing Policy is the evidence of valid cover.

Automatic Termination

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

IMPORTANT NOTICE

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to the **Company** and the Policy returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of the **Company**, may seek recourse through **Our** Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service or to approach Bank Negara Malaysia's BNMLINK addressed below:
 - (a) **Complaints Management Unit**
Customer Service Executive, Customer Contact Centre
Liberty General Insurance Berhad
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel. No. : 1 300 88 8990
Email : 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. 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).