



**Liberty**  
**Insurance®**

**SMART CARE PA**  
**Terms & Conditions**

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**SMART CARE PA INSURANCE POLICY**

This Policy, the **Schedule** and any Endorsement or Memorandum thereon, shall be considered as one 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 – OUR AGREEMENT**

**You**, the **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.
    - i) This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (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. This Policy reflects the terms and conditions of the contract of insurance as agreed between **You** and **Us**.
    - ii) **You** must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

**SECTION B - DEFINITIONS**

For the purpose of this Policy

1. **The Company/We/Us/Ourselves** mean Liberty General Insurance Berhad 197801007153 (44191-P).
2. The **Insured/ Insured Person/ You/ Your/ Yourself** means the person named as **Insured Person** in the **Schedule** or any subsequent revision, amendment or endorsement thereto.
3. **Accident** or **Accidental** means a sudden unforeseen and fortuitous event.
4. **Date of Accident** means the day when any of the **Injury** and other covered incident(s):
  - (a) occurs;
  - (b) is inflicted to: and/or
  - (c) contracted by the **Insured Person**
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 24-hour a day nursing service by registered or graduated nurses;
  - d. has a staff of one 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. **Injury** means bodily injury suffered anywhere caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.
7. **Loss of Eye** includes total and irrecoverable loss of sight.
8. **Loss of Limb** shall mean loss by physical severance or total and irrecoverable loss of use of a hand at or above the wrist or of a foot at or above the ankle.
9. **Loss of Speech** shall mean the inability of articulating any three (3) of the four (4) sounds which contribute to the speech such as Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
10. **Loss of Hearing** shall mean **Permanent** and total irrecoverable loss of hearing in both ears confirmed by an Ear, Nose & Throat (ENT) Specialist with supporting medical evidence in the form of audiometry and sound-threshold tests.
11. **Loss of Fingers** or **Toes** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
12. **Medical Practitioner** means a properly qualified **Medical Practitioner** licensed by the medical authorities of the country in which treatment is provided and who is practicing within the scope of his/her licensing and training.
13. **Motor Vehicle** means a vehicle of any description, propelled by means of mechanism contained within itself and constructed or adapted so as to be capable of being used on roads, and includes a trailer.
14. **Period of Insurance** means the duration for when an **Insured Person** is insured, subject to the terms, conditions and exclusions set out in this Policy and the specific dates confirmed by the **Policyholder** to the **Insured Person** as set out in the **Schedule**.
15. **Permanent** shall mean lasting for twelve (12) consecutive calendar months from the date of the **Accident** and at the expiry of the twelve (12) months period being beyond any hope of improvement or recovery.
16. **Physician** or **Surgeon** shall mean a practitioner of occidental 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 occidental medicines registered under the laws of the country in which the claim arises and no other person.
17. **Policy Effective Date** is the date when coverage under this Policy takes effect.
18. **Policyholder** means a person or a corporate body as described in the **Schedule** to whom this Policy has been issued in respect of cover for the **Insured Person**.
19. **Pre-existing Conditions** wherever used in this Policy shall mean an **Injury**, illness, physical defect or infirmity that were diagnosed at any time prior to the **Policy Effective Date** or any condition that the **Insured Person** was aware of, or should reasonably have been aware of at the inception of the Policy or any condition for which an **Insured Person** had previously received treatment, medication or advice from a **Physician**.
20. **Proposal** means any signed proposal form and declaration and any information supplied by **You**, or on **Your** behalf.
21. **Public Conveyance** means any Scheduled Flight, or any land or water conveyance which is duly licensed for the transportation of fare-paying passengers.

22. **Schedule** means the Schedule of Insurance attaching to and forming part of this Policy.

### SECTION C - SCHEDULE OF BENEFITS

The insurance afforded is only with respect to bodily injuries by violent accidental external and visible means solely and independently of any other cause.

**Table of Benefits**

Benefits	Sum Insured (RM)	
	Plan A	Plan B
Accidental Death	20,000	40,000
Permanent Disablement up to (refer to Scale of Benefits Table)	20,000	40,000
Medical Expenses due to Motor Vehicle Accident (up to)	1,000	1,500
Funeral Expenses (due to Accidental Death)	1,000	2,000
Ambulance Fees (up to)	500	500
Double Indemnity (Public Conveyance) – on Accidental Death	40,000	80,000
Hospital Income Benefit (due to accident only) (up to 30 days)	RM 50 per day	RM 100 per day

#### Scale of Benefits Table

- (1) **Death by Accident** (occurring within twelve (12) calendar months from the **Date of Accident**)
- (2) **Permanent Disablement** (occurring within twelve (12) calendar months from the **Date of Accident**)

Scale  
100%

	<u>Scale</u>
- Loss of two limbs	100%
- Loss of both hands, or of all fingers and both thumbs	100%
- Total loss of sight of both eyes	100%
- Total paralysis	100%
- Total Insanity	100%
- Injuries resulting in being permanently bedridden	100%
- Loss of arm at shoulder	100%
- Loss of arm between shoulder and elbow	100%
- Loss of arm at elbow	100%
- Loss of arm between elbow and wrist	100%
- Loss of hand at wrist	100%
- Loss of leg	100%
- at hip	100%
- between knee and hip	100%
- below knee	100%
- Eyes: Loss of	100%
- whole eye	100%
- all sight in one eye	100%
- sight of, except perception of light	50%
- lens of one eye	50%
- Loss of four fingers and thumb of one hand	50%
- Loss of hearing - both ears	75%
- Loss of speech	50%

#### Note:

1. **Permanent Total Loss** of use of a part of a body shall be treated as a loss of the part of the body.
2. **Aggregate of all percentage payable** in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid during the Period of Insurance, all Insurance hereunder shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the Date of Accident until the expiry of this Policy.
3. When the Injury is not specified, We will adopt a percentage of disablement under the above scale which is not inconsistent with the provisions of the said benefit.
4. The occurrence of any specific loss for which compensation is payable under this part shall at once terminate all insurance under this Policy, but such termination shall be without prejudice to any claim originating but of the accident causing such loss.

#### (3) Medical Expenses due to Motor Vehicle Accident

When by reason of **Motor Vehicle Accidental** bodily Injury, the **Insured Person** shall require necessarily and reasonably incurred for medical or surgical treatment attended by a qualified and registered Medical Practitioner, We will reimburse to the **Insured Person**, subject to presentation of original bills/receipts, the actual expenses incurred within fifty two (52) weeks from the **Date of Accident** for such treatment, hospital charges, and nursing fees, up to the amount specified in the **Schedule** per incident.

#### (4) Funeral Expenses

We will pay to the **Insured Person's** nominee, trustee or assignee, as the case may be, a funeral allowance of amount as specified in the **Schedule** as funeral expenses in the event of **Accidental** death of the **Insured Person**.

#### (5) 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 **Schedule** provided such Ambulance Fee were incurred as a result of an **Accident** to the **Insured Person**.

#### (6) Double Indemnity

We will pay double the Principal Sum Insured on the event of death by **Accident** if the **Insured Person** suffers **Accidental** death as a result of an accident occurs while the **Insured Person** is riding solely as a fare paying passenger (not as an operator or crew member) in or on, boarding and alighting from any **Public Conveyance** licenses to carry passengers.

#### (7) Hospital Income Benefit

If, as a result of an **Accidental** bodily Injury, the **Insured Person** shall be necessarily confined within a **Hospital** as a resident patient, for a period not less than twenty-four (24) hours in length for which the Hospital makes a charge for room and board, and under the professional care of a currently registered **Physician** or **Surgeon** but not for the purpose of convalescent rest, We will pay the Cash Benefit stated in the Policy Schedule to the **Insured Person** for each day that the **Insured Person** shall be confined therein, up to 30 days per incident.

### SECTION D - EXCLUSIONS

We shall not make any payment for bodily Injury, death or disability:-

1. Caused or contributed by **Pre-existing** Medical conditions as specifically defined above, diseases or illness caused by harmful insects, mosquitoes, snake or animal bites, and death from drugs.
2. Unless previous consent from **Us** has been obtained and the Policy has been endorsed accordingly, otherwise We will not cover in any event bodily Injury suffered by the **Insured Person** from engaging in (or practicing for or taking part in training peculiar to),
  - Racing of any kind (other than on foot) or trial of speed or reliability.

- Mountaineering or rock or cliff climbing necessitating the use of ropes or guides.
  - Aerial activities including hang gliding, parachuting, parasailing or hang gliding, bungee jumping
  - Steeple chasing, polo-playing
  - Hunting, yachting, water skiing, scuba diving
  - Boxing, wrestling and training or performing any forms of martial arts, acrobatics or similar kind of body-contact sports
  - Winter sports (Winter Sport shall not include curling or skating)
3. **Injury** caused or contributed by
- (a) Suicide or intentional self-injury.
  - (b) **Pre-existing** physical or mental defect or infirmity.
  - (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) Mental or nervous disorders or 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) Provoked murder or assault.
  - (m) While committing or attempting to commit any unlawful act.
4. Sustained by the **Insured Person** 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.
5. 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.
6. Caused or contributed by **Injury** arising from engaging in the **Insured Person's** occupation as:
- Naval, Military or Air Force service or operations.
  - Stevedores
  - Test Pilots
  - Professional Divers
  - Professional Sports Team
  - Policeman, Fireman
  - Air Crews and ship crews
  - Acrobats, Circus performers, Stuntmen
7. Illness or **Injury** arising from or in consequence of nuclear reaction, nuclear radiation or radioactive contamination.
8. By the **Insured Person** who is more than seventy-five (75) years of age.
9. **Terrorism**  
 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 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 the **Insured Person**.

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

#### 10. **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.

#### 11. **Pandemic Exclusion Clause**

1. 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.
2. 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.
3. 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.

### SECTION E - CONDITIONS

#### 1. **ELIGIBILITY – ENROLMENT**

The Insured Person must be:

- i) Malaysian citizen; Permanent Resident, or foreign residents/ foreign nationals with valid Work Permit/ Employment Pass or otherwise legally employed in Malaysia.
- ii) Between the ages of 18 and 70 years at the date of the Policy inception and is free from physical defects and in normal health.
- iii) The maximum number of Policy that can insured by any **Insured Person** is one (1) policy. In the event there is more than one insurance, **We** are liable to pay one policy only, which ever sum assured is higher.

## 2. RENEWABLE AGE

Subject to **Our** consent, this Policy maybe renewed up to the **Insured Person's** age of 75 years old. The **Insured Person's** cover under this Policy, if renewed up to the age of 75 years old, will cease at the end of the Policy year of the **Insured Person's** 75<sup>th</sup> birthday.

3. Payment in respect of any premium shall not be deemed to be payment to **Us** unless a printed form of receipt signed by a duly authorised representative of **Our Company** shall have been issued therefore.

4. All notices required to be given by the **You** to **Us** must be in writing addressed to the nearest local Branch or Agency of **Our Company** and no alteration in the terms of this Policy or any endorsement thereon will be held valid unless the same is signed or initialed by an authorised representative of **Our Company**.

## 5. CANCELLATION

**We** may cancel this Policy at any time by written notice delivered to **You** or mailed to **Your** last address as shown by the records of **Our Company** stating when thereafter such cancellation shall be effective. In the event of such cancellation, **We** will return the pro rata unearned portion of any premium actually paid by **You**. Such cancellation shall be without prejudice to any claim originating prior thereof. In the event the Policy is cancelled by **You**, the earned premium shall be computed in accordance with the short rate table used by **Our Company** at any time of cancellation.

### SHORT PERIOD RATES

Period of Insurance	Percentage of Annual Premium to be charged
Not exceeding one calendar month-----	25%
Exceeding 1 month but up to 3 months-----	50%
Exceeding 3 months but up to 6 months-----	75%
Exceeding 6 months but up to 9 months-----	90%
Exceeding 9 months-----	100%

## 6. PORTFOLIO WITHDRAWAL CONDITION

We reserve the right to cancel the portfolio as a whole if we decide to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by written notice to the Insured Person and we will run off all policies to expiry of the period of cover within the portfolio.

## 7. TIME OF NOTICE OF CLAIM

Written notice of **Injury** on which claim may be based must be given to **Us** within fourteen (14) days after the **Date of Accident** causing such **Injury**. In the event of **Accidental** death, immediate notice thereof must be given to **Us**.

## 8. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the **Insured Person** or Beneficiary, as the case may be, given to **Us** or to any authorised agent of **Our Company**, with particulars sufficient to identify the **Insured Person** shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

## 9. FORMS FOR PROOF OF LOSS

**We**, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by **Us** for filing proof of loss.

## 10. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to **Us** at our said office within one hundred eighty (180) days after the date of such loss.

## 11. MEDICAL EXAMINATION

**We** shall have the right and opportunity to examine the **Insured Person** when as often as it may reasonably 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.

## 12. IMMEDIATE PAYMENT OF INDEMNITIES

All indemnities provided in this Policy will be paid immediately after receipt of due proof as deemed sufficient by **Us**.

## 13. CLAIMS THROUGH THE NAMED INSURED

All claims hereunder shall be submitted through the named **Insured Person**.

## 14. TO WHOM COMPENSATION IS PAYABLE

Any compensation payable under this Policy shall be paid to the **Insured Person** and in the event of loss of life of the **Insured Person** all such compensation shall be payable to his legal representative and the receipt of the **Insured Person** or his legal representative, as the case may be, shall be a full discharge of any or all claims attaching to the Policy.

## 15. RIGHTS OF BENEFICIARY

Consent of the Beneficiary shall not be requisite to surrender or assignment of this Policy, or to change of Beneficiary, or to any other changes in this Policy.

## 16. LIMITATIONS OF TIME FOR BRINGING SUIT

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within six (6) years from the expiration of the date of occurrence of the event giving rise to the claim.

## 17. LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state in which the **Insured Person** resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

## 18. ASSIGNMENT

No assignment of interest under this Policy shall be binding upon **Our Company** unless and until the original or a duplicate thereof is filed at **Our Head Office**. **We** do not assume any responsibility for the validity of an assignment. No change of Beneficiary under this Policy shall bind **Us**, unless consent thereto is formally endorsed hereon by an executive/ officer of **Our Company**. No provision of the charter, constitution or by-laws of **Our Company** shall be used in defence of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

## 19. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

## 20. RENEWAL

**We** reserve the right not to renew this Policy by issuing a cancellation notice, or this Policy may be renewed with the consent of **Our Company** from term to term, by payment of the premium in advance at **Our Company's** premium rate in force at time of renewals.

## 21. PREMIUM RATE 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 thirty (30) days written notice will be provided to the Policyholder prior to the change.

## 22. CASH BEFORE COVER (“CBC”) CLAUSE

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by **Us** before cover commences. If this condition is not complied with, then this insurance is automatically be null and void.

## 23. ARBITRATION

All differences arising out of this Policy shall be referred to Arbitration and, one Arbitrator is to be appointed in writing by each party, within one 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 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.

## 24. OWNERSHIP OF POLICY

Unless otherwise expressly provided for by Endorsement in the Policy, **We** shall be entitled to treat the **Policyholder** as the absolute owner of the Policy. **We** shall not be bound to recognise any equitable or other claim to or interest in the Policy, and the receipt of the Policy or a Benefit by the **Policyholder** (or by his legal or authorized representative) alone shall be an effective discharge of all obligations and liabilities of **Our Company**. The **Policyholder** shall be deemed to be responsible as Principal or Agent of the **Insured Persons** covered under this Policy.

## 25. MISSTATEMENT OF AGE

All ages referred in this Policy shall be the age of the **Insured Person's** last birthday. If the correct age of the **Insured Person** is outside the minimum and maximum range as set out herein, this Policy will be cancelled and the premiums paid will be refunded to the **You** without interest.

## 26. CHANGE OF OCCUPATION

If an **Insured Person** shall engage in any occupation in which a greater risk may be incurred than in the occupation that is stated in the **Proposal** or subsequent endorsement 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.

## 27. TERMINATION OF INSURANCE

This Policy shall be automatically terminated on the earliest of the following dates:

- On the premium due date when any premium is not paid;
- On the date when the **Insured Person** attains seventy-six (76) years of age;

c) the date of the **Accident** resulting in any of the accidental loss of which one hundred percent (100%) of the sum insured of **Accidental** Death or Permanent Disablement of this Policy is paid or payable;

d) the date of death of the **Insured Person**;

e) the date this Policy is terminated or cancelled under Conditions No. 5.

## 28. DUTY OF DISCLOSURE

### Applicable for Consumer Insurance Contracts

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 in the Proposal form (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 in the proposal form (or when **You** applied for this insurance) is inaccurate or has changed.

### Applicable for Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** have a duty to disclose any information that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it 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.

**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 in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

## 29. CURRENCY AND EXCHANGED RATES

All premiums shall be paid in Malaysian Ringgit. In the event that the **Insured Person** shall be admitted into a **Hospital** and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, **We** shall indemnify the **Insured Person** or his/her legal personal representative in Malaysian Ringgit based on the quoted exchanged rate (open market rate if a free market, official rate if not a free market) at the date the **Insured Person** is discharged from **Hospital**.

## 30. SERVICE TAX IMPACT ON CLAIMS SETTLEMENT

**We** will pay the **Insured Person's** claim inclusive of the Service Tax on items which are taxable supplies, up to the limit of the Sum Insured.

## 31. 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.

**IMPORTANCE NOTICE:**

- A. For **Your** own protection, **You** are particularly advised to read **Your** Policy and, if incorrect, to return it for alteration. Also, if **You** have other Insurance in force on the same property, to see that all the Policies describe it in similar terms.
- B. In the event of any discrepancy, ambiguity and conflict in interpreting any term or condition of the contract, the English version shall prevail and supersede the Bahasa Malaysia version.
- C. **You** are advised to nominate a nominee and ensure that **Your** Nominee is aware of the personal accident Policy that **You** have purchased.
- D. 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](http://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 avenue 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,  
CT9, Pavilion Damansara Heights,  
3, Jalan Damanlela  
Pusat Bandar Damansara,  
50490 Kuala Lumpur.  
Tel. No.: 03-2268 3333 or 1-300-888-990  
E-mail : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website : [www.libertyinsurance.com.my](http://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](http://bnm.gov.my/BNMLINK)  
Website : [www.bnm.gov.my](http://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](http://www.fmos.org.my)

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