



**Liberty**  
**Insurance®**

## Motorist's Companion 2 Terms & Conditions

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**MOTORIST'S COMPANION 2 INSURANCE POLICY**

**WHEREAS** the Insured named in the schedule hereto has made to Liberty General Insurance Berhad 197801007153 (44191-P) (hereinafter called "the Company") a written Proposal and Declaration which the Insured has agreed shall be deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the Insurance hereinafter provided.

**NOW THIS POLICY WITNESSETH** that if at any time during the Period of Insurance stated in the Schedule hereto or during any further Period for which the Company may accept payment for the renewal of this Policy as consideration for such Insurance afforded with respect to the driver and/or passenger(s), with the permission of the Insured, is driving or riding as passenger(s), boarding or alighting from the vehicle specified in the Policy for any bodily injury caused solely and directly by violent accidental external and visible means and being the sole and direct cause of death or disablement as hereinafter defined, then the Company will pay the sum or sums of money set forth in the Schedule and in the manner as hereinafter stated.

**BENEFITS**

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

**Section I – Loss of Life**

When injury results in loss of life of the driver and/or passengers of the named vehicle within one hundred eighty (180) days after the date of the accident, the Company will pay RM20,000.00 per person.

**Section II – Dismemberment**

Loss of use for sight and dismemberment when injury does not result in loss of life of the driver and/or passengers of the named vehicle within one hundred eighty (180) days after the occurrence of the accident but results in any of the following losses within the said one hundred eighty (180) days, the company will pay for loss of:

<b>Table of Benefits</b>	<b>Sum Insured</b>
Loss of use both hands or both feet	RM20,000
Loss of use sight of both eyes	RM20,000
Loss of use one hand and one foot	RM20,000
Loss of use sight of one eye and one hand or one foot	RM20,000
Loss of use one hand or one foot	RM10,000
Loss of use sight of one eye	RM10,000

'Loss' as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, and as used with reference to eyes means the entire and irrecoverable loss of sight.

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

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.

No compensation will be paid under any circumstances for more than one of the losses, the greatest for which provision is made in this section.

**Section III – Medical Reimbursement Expenses**

When by reasons of injury, the insured and/or passengers shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expense incurred within fifty two (52) weeks from the date of the accident for such treatment, hospital charges, and nurse's fees but not to exceed the aggregate amount payable of RM500.00 per person as a result of any one (1) accident.

**SPECIAL PROVISION**

In the event that the actual number of passengers exceeds the number stated in the declaration of the policy, the Company's Limit of Liability per person will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared.

The limitation shall not apply to the driver.

(Passengers aged 15 years old and below are entitled up to 50% of all benefit proposed.)

## EXCLUSIONS

This insurance does not apply:-

1. (a) to loss caused directly or indirectly, wholly or partly, by
    - I. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
    - II. any other kind of disease;
    - III. medical or surgical treatment (except such as may be necessary solely by injuries covered by this policy and performed within the time provided in the policy).
  - (b) to any bodily injury which shall result in hernia.
  - (c) to suicide or any attempt thereat (sane or insane).
  - (d) to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The insured shall, if so require, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.
  - (e) to loss occasioned while the vehicle is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade.
  - (f) to the driver if such 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.
  - (g) while the vehicle is used for illegal business pursuit as an unlicensed common carrier.
  - (h) to child birth, miscarriage, abortion or pregnancy unless caused solely and directly by accidental means to You/ the Authorised Driver and/or passenger(s) while driving, riding, alighting from or boarding your vehicle.
  - (i) While the driver is under the influence of intoxicating liquor, alcohol or drugs.
2. This policy does not cover death, disablement (whether permanent or temporary) or medical expenses attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivations or variations thereof.
  3. **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.
  4. **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.

**CONDITIONS**

1. Payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by a duly authorised representative of the Company shall have been issued therefore.
2. All notices required to be given by the Insured to the Company must be in writing addressed to the nearest local Branch or Agency of the 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 the Company.
3. The Company shall at any time by giving fourteen (14) days notice to the Insured by Registered Letter at the Insured's address as last known to the Company to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may also be cancelled at any time by the Insured on notice to the Company in which 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 then current period of insurance.

**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%

**4. TIME OF NOTICE OF CLAIM**

Written notice of injury on which claim may be based must be given to the Company within fourteen (14) days after the date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to the Company.

**5. SUFFICIENCY OF NOTICE**

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

**6. FORMS FOR PROOF OF LOSS**

The Company, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by it for filing proofs of loss.

**7. TIME FOR FILING PROOF OF LOSS**

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

**8. MEDICAL EXAMINATION**

The Company shall have the right and opportunity to examine the person of the Insured 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.

**9. IMMEDIATE PAYMENT OF INDEMNITIES**

All indemnities provided in this policy will be paid immediately after receipt of due proof.

**10. CLAIMS THROUGH THE NAMED INSURED**

All claims hereunder shall be submitted through the named Insured.

**11. TO WHOM COMPENSATION IS PAYABLE**

Compensation for loss of life and the medical expenses of the Insured or his/her immediate family members shall be payable to the Insured or his/her legal personal representative (if the Insured is not married, the family members would be his/her parents, sisters and brothers. If the Insured is married the family members would be his/her spouse and children). All other compensation of this Policy which are payable other than to the Insured or to his/her immediate family members shall be payable directly to the injured Insured/driver and/or passenger(s) or to such Insured/driver's and/ or passenger's legal personal representative whose receipt shall be a full discharge of any claim for the injury or death of such Insured/ driver and/or passenger(s).

**12. 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.

### 13. 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 two (2) years from the expiration of the time within which proof of loss is required by the policy.

### 14. 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 resides at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

### 15. CANCELLATION BY THE NAMED INSURED

If the named Insured shall at any time cancel vehicle registration or transfer the car which is specified on the policy, the Company upon written request of the insured, and surrender of the policy, will cancel the same and will return to the insured the unearned premium. However, the earned premium shall be computed in accordance with the Company's rules, short rates, rating plans, applicable to this insurance.

### 16. DEFINITIONS

Wherever in this policy the word "Company" is used, it shall mean the Company issuing it, and wherever the word "Insured" is used, it shall mean the applicant named in the policy. Wherever the word "Beneficiary" is used, it shall mean the person named as "Beneficiary" in this policy or the person substituted as such. Wherever the word "Injuries" is used, it shall mean bodily injuries effected as described in the insuring clause, and wherever the word "vehicle" is used, it shall mean for private use only.

### 17. ASSIGNMENT

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

### 18. COMPLIANCE WITH POLICY PROVISIONS

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

### 19. RENEWAL

This policy may be renewed with the consent of the Company from term to term, by payment of the premium in advance at the Company's premium rate in force at time of renewals.

### 20. PREMIUM PAYMENT (CASH BEFORE COVER "CBC")

This policy shall automatically terminate or lapse if no premium is received from the inception or renewal date of policy ('CBC') unless otherwise agreed and endorsed herein. The Company reserves the right to determine new premium rates at the end of any policy year, whenever the terms of this Policy are changed or in view of adverse claims experience of Insured Person.

### 21. 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.

### IMPORTANT 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**

- a) **Complaints Management Unit**  
**Liberty General Insurance Berhad**  
Customer Service Executive, Customer Contact Centre  
Liberty Insurance Tower,  
CT 9, Pavilion Damansara Heights,  
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- b) **BNMLINK**  
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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  
Level 14, Main Block, Menara Takaful Malaysia,  
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