

# Revo Care Plan Policy Terms & Conditions

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

You, the Insured, 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 to the appointed telemarketing team (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your data (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. However, in the event of any precontractual 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.
    - Where you have applied for this Insurance wholly for purposes unrelated to your trade, business or profession, you had a duty to take reasonable care not to make a misrepresentation in answering the questions asked by the appointed tele-marketing team (or when you applied for this insurance) i.e. you should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given to us (or when you applied for this insurance) is inaccurate or has changed. This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

iii) You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

### Insurance

We will pay the appropriate Benefit to you if, during any Period of Insurance, the Insured Person shall suffer accidental bodily injury or illness which shall independently, of any other cause, result in the Insured Person being necessarily confined within a Hospital as defined below as a resident patient for which the Benefit is claimed. Furthermore, this policy provides 24 hours worldwide coverage except for Snatch Theft, Recuperation Benefit and Involuntary Unemployment which is within Malaysia Territory only.

### SECTION B INTERPRETATIONS

For the purpose of this Policy

- 1. Accident or Accidental means a sudden unforeseen and fortuitous event.
- 2. Accidental Bodily Injury or Death means a bodily injury or death occurring during the Period of Insurance which is the direct
- 3. result of accidental, external, violent and visible means and which solely and independently of any other cause results in a

claim for death or disablement.

- 4. Air Travel mean mounting into, traveling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation in or on the aircraft.
- 5. A day of Hospital Confinement shall mean a period of not less than twenty-four (24) hours in length for which the Hospital makes a charge for room and board to the Insured Person during the Period of Insurance.
- 6. A period of Hospital Confinement shall mean successive periods of Hospital Confinement due to the same or related causes and shall be considered as one injury unless separated by at least twelve (12) consecutive months during which an Insured Person is not hospital confined as a result of such injury.
- 7. Day care surgery shall mean surgery which is carried out by a registered and qualified doctor or surgeon, but not on an inpatient basis and must be conducted in a hospital or clinic within 24 hours from the time of the accident. "Day care surgery" that is pre-planned and not an emergency is considered elective and is not covered under the policy. Surgery is considered emergency in nature when it must be done immediately for reasons of serious of life threatening conditions, due to accidental injuries, minor surgery or wound debridement. Follow up treatment will be covered up to 14 days from the date of accident.
- Family means the Principal Insured Person, legal spouse, and unmarried children above 6 months old but under the age of 18 years or between the age of 18 and 25 years old if studying full time in a recognized institution of learning.
- 9. Hospital shall mean an establishment which meets all the following requirements:
  - holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
  - operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
  - provides 24-hour a day nursing service by registered or graduated nurses;
  - has a staff of one or more licensed physicians available at all times;
  - provides organized facilities for diagnosis and major surgical facilities; and
  - 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.
- 10. Involuntary Unemployment refers to an employee having no control over his loss of employment in circumstances when a unilateral decision is made by the employer terminating the employment without giving severance pay or compensation. This only applies to circumstances:
  - 1) Where a company ceases operations;
  - 2) Where there is restructuring within the company and the employee is made redundant as a result of it.
- 11. Kidnap shall mean the illegal taking and holding captive under duress (at any location in the Territory excluding any premises of the Insured Person) by a person or persons who then demand specifically a ransom from the Insured's assets or from those of any Insured Person as a condition of release but this shall exclude any kidnap of a Insured Person by his/ her parent and any Ransom demanded by such parent in relation to such Insured Person.
- 12. Loss of limb means:
  - (a) in the case of an upper limb, loss by physical severance of at least all four fingers in their entirety, or permanent total loss of use of an entire arm or hand; or
  - (b) in the case of lower limb, loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
- 13. Loss of Eye includes total and irrecoverable loss of sight.

- 14. Loss of Speech means total permanent inability to communicate verbally.
- 15. Medically necessary surgeries are Treatment of diseases or injuries of the patient which is appropriate and fundamental ; accompanied by the provision of safe, sufficient and appropriate diagnosis and necessary care within a certain range, period of continuance, intensity and level; consistent with locally well recognized medical professional level; not mainly carried out for the comfort and convenience of the patients, families, doctors or other personnel providing the treatment; not a part of academic education or professional training; not for experiment or research purposes.
- Military Naval Air or other Armed Forces Services shall not include National Service or National Service Reservist Training during normal peace time.
- 17. Minor Surgery shall mean surgery as a result of covered bodily injury arising from an Accident for medically necessary surgery as an outpatient at any registered clinic or hospital within 24 hours of accident.
- 18. Mutual Separation Scheme (MSS) provides an avenue for both the employer and employees who are selected to negotiate terms and conditions for retrenchment. The employer still has the right to select the potential employee to be retrenched. However, the employee can still negotiate a better and attractive lay off benefits as long as both parties are agreeable.
- 19. Permanent Total Disability means a state of incapacity caused by the Insured Person suffering Bodily injury resulting in his / her permanent and total disablement from gainful employment of any and every kind. This includes the Insured Person being permanently bedridden and totally paralysed.
- 20. Permanent Employment shall mean being gainfully employed with contributing Employees Provident Fund (EPF) and working on a regular full-time basis of at least thirty (30) hours per week for a continuous period which does not have a fixed or implied date for ending.

Permanent employment DOES NOT include employment that is self-employed, temporary, seasonal, casual, and contract basis (fixed-term contract, renewable or non- renewable contract).

- 21. Physician or Surgeon shall mean a practitioner of western medicines registered under the Medical Register of the Ministry of Health, Malaysia, and should a claim arises outside of Malaysia, Physician or Surgeon shall mean a practitioner of western medicines registered under the laws of the country in which the claim arises and no other person.
- 22. Policy Effective Date shall mean the date when the coverage for this insurance takes effect.
- 23. Policy Year shall mean a twelve (12) continuous calendar month period with the first Policy Year beginning on the Effective Date and thereafter every twelve (12) continuous calendar month period beginning on each anniversary of the Effective Date.
- 24. Pre-existing Medical Conditions wherever used in this Policy shall mean conditions 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.
- 25. Principal Insured Person means the Insured Person as First listed in the Schedule.
- Proposal means the answers given by you or declaration and any information supplied by you, or on your behalf, or on behalf of the Insured Person.
- 27. Schedule means the Schedule of Insurance attaching to and forming part of this Policy.

- Surgery shall mean surgical treatment of diseases, injuries and deformities by manual or operative procedures; and the surgery should be Medically necessary.
- 29. The company/we/us/our/ourselves mean Liberty General Insurance Berhad 197801007153 (44191-P).
- 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.
- 31. Unilateral decision means the decision to retrench is fully decided by the employer.
- 32. Voluntary Separation Scheme (VSS) is where an employee is given the choice to decide if he/she is willing and ready to accept his/her employment to be ceased. Employees can review the criteria and terms and the lay- off package offered before they decide to apply for it. There is no compulsion or pressure to accept such lay off and employee can still choose to continue working.
- 33. Waiting Period for Involuntary Unemployment shall mean the first 180 days of the policy effective date or reinstatement date and is applied only to first year new policy. However if there is a break in insurance or upgrade of plan, the Waiting Period for Involuntary Unemployment will be applied again.
- 34. Winter sports shall not include curling or skating.
- 35. Wound Debridement shall mean removal of dead (necrotic) tissue or foreign material from and around a wound (which caused by an accident) to expose healthy tissue.

### SECTION C BENEFITS

(1)	Accidental Death	<u>Scale</u> 100%
(2)	Accidental Disability Permanent Total Disability (PTD) - PTD from gainful employment of any and every kind - Loss of one or both Limbs	100%
	<ul> <li>Loss of one or both Eyes</li> </ul>	100%
(3)	Daily Hospital Income benefit	As per policy benefit table
(4)	Involuntary Unemployment Monthly Benefit	As per policy benefit table
(5)	Involuntary Unemployment Family Monthly Allowance	As per policy benefit table
(6)	Recuperation Benefit due to Dengue Fever, Zika Virus or Malaria	As per policy benefit table

- (7) Provision
  - 1. Benefit shall only be payable in respect of any one Insured Person under either Benefits 1, or 2 in connections with the same accident.
  - Benefit payable as a result of one accident shall not exceed 100% of Sum Insured for Permanent Disability for any one Insured Person.
  - 3. On the happening of an accident giving rise to a claim under Benefit 1, or 100% Disability of Benefit 2, this policy shall cease to apply to the insured Person concerned.
  - 4. Benefit payable for loss or loss of use of a whole Limb
  - 5. Permanent Total Disability from gainful employment of any and every kind shall have lasted 52 weeks before Benefit becomes payable.
  - 6. No benefit shall be payable for loss of Limb or Eye until at least thirteen (13) weeks after the date of the accident and such Benefit shall only be payable if Death does not happen as a result of the accident.

### (8) Kidnap Benefit

In the event the insured person suffers accidental death directly caused by kidnapping, the company will pay an additional amount of RM50,000 towards the kidnap benefit, provided such

incident is reported to the police within 48 hours. Original or certified true copy of police report and death certificate must be submitted for claims procedure.

### (9) Snatch Theft Allowance

In the event the insured person suffers snatch theft or wayside robbery within Malaysia, the company will pay an amount not exceeding the Benefit Amount specified in the policy schedule, one incident per policy year, provided such incident is reported to the police within 48 hours. Original or certified true copy of police report must be submitted for claims procedure.

### (10) Special Condition

During the Free Look Period, Cash Benefit will be paid arising solely from accident only.

(11) Reimbursement of Medical Expense for day care surgery We will pay an amount equivalent to the actual charges incurred up to the maximum sum specified in the Schedule of benefits, due to accidental injuries only. Follow up treatment will be covered up to 14 days from the date of accident.

### (12) Daily Hospital Income Benefit

If, as a result of an accidental bodily injury or illness, the Insured Person shall be necessarily confined within a Hospital as a resident patient under the professional care of a currently registered Physician or Surgeon but not for the purpose of convalescent rest, the Company will pay the Cash Benefit stated in the Policy Schedule with respect to such Insured Person for each day that the Insured Person shall be confined therein, up to 365 days per admission.

### (13) Involuntary Unemployment Monthly Benefit

If as a result of Involuntary Unemployment of the Principal Insured Person giving rise to a claim under Benefits 4, this policy will pay a monthly benefit as per benefits table to the Principal Insured Person.

The Principal Insured Person is only allowed to claim for this monthly benefit for one (1) incident only, per policy year.

For each incident, the Principal Insured Person is allowed to claim up to maximum of 3 months subject to the Principal Insured Person's monthly declaration on his/her claims documents stated under Section F item (5)(f).

The lifetime limit for this Involuntary Unemployment Monthly Benefit is limited to fifteen (15) months.

During the claims of Involuntary Unemployment Monthly Benefit, if the Principal Insured Person has regained a permanent employment, then we will not continue pay the monthly benefit.

This benefit does not apply to the covered spouse or child(ren) if the covered spouse or child loses their job.

The Principal Insured Person is required to be in permanent employment for at least 90 days before he/she can make a new claim in the subsequent policy year.

### (14) Involuntary Unemployment Family Monthly Allowance

If as a result of Involuntary Unemployment giving rise to a claim under Benefits 5, this policy will pay a Family Monthly Allowance up to the limit as per benefits table to the spouse and/or children who enroll to the policy.

The Principal Insured Person is only allowed to claim for this monthly allowance for one (1) incident only, per policy year.

For each incident, the Principal Insured Person is allowed to claim up to maximum of 3 months subject to the Principal Insured Person's monthly declaration on his/her claims documents stated under Section F item (5)(f).

The lifetime limit for this Involuntary Unemployment Family Monthly Benefit is limited to fifteen (15) months.

During the claims of Involuntary Unemployment Family Monthly Allowance, if the Principal Insured Person has regained a permanent employment, then we will not continue pay the monthly allowance. This benefit is payable only if the Principal Insured Person enrolls in the policy together with the spouse and/or child(ren).

This benefit does not apply to the covered spouse or child(ren) if the covered spouse or child loses their job.

The Principal Insured Person is required to be in permanent employment for at least 90 days before he/she can make a new claim in the subsequent policy year

## (15) Recuperation Benefit due to Dengue Fever, Zika Virus or Malaria

If the Insured Person is diagnosed with Dengue Fever, Zika Virus or Malaria within Malaysia and with minimum 24 hours hospitalized with thereafter following such hospitalization was granted medical leave by the attending physician to rest at home. The company will pay a lump sum of benefit amount as per benefit table as a recuperation allowance. However, we will not pay if the claim has been or concurrently made under Daily Hospital Income due to illness benefit. The Recuperation Benefit is payable only once per policy year.

### (16) Cash Back Renewal Bonus

While this Policy is in force, we will pay to you in every renewal Policy Year an amount equal to fifteen percent (15%) of the actual total premium paid without interest for each respective and consecutive Policy Year period, provided no loss of any kind have occurred within the said Policy Year period and we have not subsequently paid any such benefits under that Policy. This amount will be paid on a yearly basis, provided the current policy remains in force. We reserve the right to deduct the actual total premium paid from the proceeds payable under this Policy in the event that the loss of any kind as mentioned above has occurred within the said Policy Year period under this Policy.

### SECTION D ENDORSEMENTS

### 1. Exposure Clause

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

### 2. Disappearance Clause

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

### 3. Cash Before Cover Clause

(a) No cover shall be granted until premium has been paid in full.

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

### 4. Free Look Period

(a) In respect of coverage with "Free Look" provision, of up to 15 days from the date of receipt of the certificate of insurance, the Insured may return the original policy document to the Company or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.

### 5. Kidnapping Clause

It is hereby declared and agreed that this policy is extended to cover accidental death directly caused by kidnapping.

### SECTION E **EXCLUSIONS**

### Part 1

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

- Caused or contributed by Pre-existing Medical conditions as 1. specifically defined above.
- Caused or contributed by injury arising from engaging in (or 2. 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 a. use of ropes or guides.
  - b. Hang gliding
  - Parachuting C.
  - d. Winter sports
- 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.
  - Mental or nervous disorders or treatment (f) of alcoholism or intoxication.
  - (g) Cosmetic or plastic surgery or any elective surgery or congenital anomalies.
  - (h) Dental disease, dental care or surgery.
  - Treatment for obesity/weight related improvement. (i)
  - General check-up, convalescence, custodial or rest (j) cure.
  - (k) Any sexually transmitted diseases.
- By the Insured Person who is more than seventy (70) years old. 4
- By the Child who is more than eighteen (18) years or twenty-five 5. (25) years of age if studying full time in a recognized institution of learning or is married or in employment.
- Caused or contributed by injury arising from engaging in the 6. Insured Person's occupation as
  - Stevedores
  - **Professional Divers**
  - Test Pilot
  - **Professional Sports Person**
  - Air Crews and Ship Crews
  - Naval, Military or Air Force service or operation Unless otherwise expressly agreed and endorsed by the Company.
- Sustained by the Insured Person while engaged in private flying 7. or other aerial activity except as a fare-paying passenger in any commercial scheduled airline licensed to carry passenger over established routes.
- Caused by war, invasion, act of foreign enemy hostilities 8. (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
- Illness or Injury arising from or in consequence of nuclear 9 reaction, nuclear radiation or radioactive contamination.
- 10. 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 the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 11. 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:
  - the use or operation of any Computer System or 2.1 Computer Network;
  - the reduction in or loss of ability to use or operate any 2.2 Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - inability to access, process, transmit, store or use any 2.4 Data:
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - any error or omission or accident in respect of any 2.6 Computer System, Computer Network or Data.
- 3. Computer System means any computer, hardware, application, process, code, programme, software. 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.

### Part 2

We shall not make any payment for Involuntary Unemployment if the Principal Insured person is:-

1. Self-employment

If the Principal Insured Person is self-employed or employed by a company or business over which the Insured Person or the Insured Person's family can exercise control over the income.

- 2. Waiting Period Arising prior to or within 180 days of the policy effective date, as specified in the policy schedule.
- **Prior Notification** 3. If the Principal Insured Person were notified in writing, verbally or otherwise, of his/her impending involuntary unemployment prior the policy effective date.
- Resignation or voluntary termination 4 If the Principal Insured Person terminates, resigns or accepts

unemployment voluntarily or mutually accept the unemployment. This shall include Voluntary Separation Scheme (VSS) and Mutual Separation Scheme (MSS).

- Non-permanent employment 5 If the Principal Insured Person is employed on a form of temporary, seasonal, casual, part-time or contract basis.
- Traineeship or apprenticeship 6.

If the Principal Insured Person is undertaking a traineeship and/or an apprenticeship and the Principal Insured Person's traineeship and/or apprenticeship ends.

- 7. Non-renewal of work
  - (a) as a result of the non-renewal of contract for work due to cessation or expiration of the Principal Insured Person's working Visa;
  - after the completion of a specific period of work, the (b) Principal Person involuntarily Insured become unemployed at the expiration of a period of specified work.
- 8. Misconduct
  - (a) if the Principal Insured Person is dismissed, terminated as a result of his or her own misconduct, dishonesty or inappropriate behavior;
  - if the Principal Insured Person is terminated as a result of (b) disciplinary action by the employer;
  - if the Principal Insured Person become involuntarily (c) unemployed due to his or her own unsatisfactory work performance or misconduct.

#### Accident or Illness 9.

- (a) directly or indirectly resulting from any accident or illness;
- if the Principal Insured Person become involuntarily (b) unemployed due to self-inflicted injury or as a direct or indirect result of any medical operation or treatment not medically necessary, including cosmetic or beauty treatments.
- 10. Extended Leave

As a result of the Principal Insured Person's position or the basis of his or her position changing or no longer being available following a period of leave of greater than 12 months.

11. Retirement

If the Principal Insured Person has reach the retirement age or opts for early retirement.

- 12. Professional sports If the Principal Insured Person's permanent employment is by way of training or engaging in a sport or training.
- 13. Severance Pay or compensation If at the termination of employment, the Principal Insured Person is receiving severance pay or compensation from the employer.
- 14. Re-employment If the Principal Insured Person have been re-employed as a fulltime basis of at least thirty (30) hours per week following by the involuntary unemployment.

### SECTION F CONDITIONS

#### Alteration of Risks 1.

### (a) Change of Occupation

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

### (b) Change in Country of Residence

It is a condition precedent to liability under this Policy that we must be informed in writing of any change in the Insured Person's Country of Residence. A change in the Country of Residence shall be deemed to mean the Person living or intending to live in another country other than Malaysia in excess of 12 consecutive calendar months. We reserve the right to continue cover on prevailing terms and conditions or decline to continue cover under this Policy upon receipt of such information.

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

### (c) Change of Insurance Plan

Application for change of benefits can only be made on renewal by giving Thirty (30) days written notice and is subject to acceptance by the Company upon renewal. A new Waiting Period of 180 days for Involuntary Unemployment will be applied for the change of benefits to a higher plan only.

### 2.

# Automatic Renewal of Coverage (a) Premium is Paid Annually – Annual Renewal

Unless we give thirty (30) days prior written notice, mailed or delivered to you at the address shown in the Policy to reduce limits, increase premiums or eliminate coverage and decline renewal of this Policy on any anniversary

date, this Policy will be AUTOMATICALLY RENEWED on the anniversary date of the Policy by the payment of premium subject to Conditions 3 and 4(a). Our acceptance of premium shall constitute our consent to renewal. In any event, coverage shall terminate when this Policy terminates:

### (b) Premium is Paid Monthly - Monthly Renewal

Unless we give thirty (30) days prior written notice, mailed or delivered to you at the address shown in the Policy to reduce limits, increase premiums or eliminate overage and decline renewal of this Policy on any month of the Policy, this will be AUTOMATICALLY RENEWED on the anniversary date of the policy by the payment subject to Conditions 3 and 4(a). Our acceptance of premium shall constitute its consent to renewal. In any event, coverage shall terminate when this Policy terminates.

### (c) Premium Rates- upon Renewal

Premium rates are not guaranteed. The Company reserves 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.

#### Automatic Termination of Coverage 3.

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

- (a) On the date you cease to be a United Overseas Bank (UOB) Credit or Debit Cardholder or where such date of the Policy, on the next premium due date following the date you ceases to be a UOB Credit or Debit Cardholder whichever is later: or
- (b) On the premium due date when any premium is not paid or when Authorisation for payment for any premium is not given by UOB Card Centre its due date; or
- When the Policy is not renewed in accordance with the (c) provisions stated in Conditions 2(a) or 2(b), on the dates specified therein; or
- (d) When the Policy is cancelled by you or ourselves in the provisions stated in Condition 5, on accordance with the dates specified therein; or
- (e) Upon the expiry of the warranty period referred to in the Cash Before Cover Clause (Section D, 3) if any premium is not paid on its due date; or

- (f) On the date when the Insured Person attains seventy one (71) years of age; or
- (g) On the date when the Child attains eighteen (18) years or twenty – five (25) years of age if studying full time in a recognized institution of learning or is married or in employment.
- (h) Upon death of Insured Person.
   In any event, coverage for the Insured Person shall terminate when this Policy terminates.

### 4. Reinstatement

Policy may be reinstated at the Company's discretion subject to: (a) Written application by the Principal Insured Person;

(b) Evidence of insurability satisfactory to the Company;(c) Payment of total premiums due if any.

### 5. Claims

- (a) No claim shall be admissible whilst premiums are in arrears.
- (b) If anything occurs likely to give rise to a claim under this Policy, you or your legal personal representative shall, as soon as reasonably possible and in any case within 30 days, notify us in writing and shall, when required by us, with all reasonable speed and at your own expense, give us such further particulars as we may require.
- (c) Either you or your personal representative's receipt shall discharge us. The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue us. If there is more than one party having an interest in the Insured Person, the Benefit shall represent the total amount payable, in respect of that Insured Person, for all interests covered by this Policy.
- (d) No sum payable under the policy shall carry interest.
- (e) In the event that the actual number of eligible children in the family exceeds the number stated in the declaration of the certificate, the company's Limit of Liability per children upon claim settlement will be reduced by the ratio of the actual number of eligible children to that of the number of children being declared in the certificate.
- (f) In the event of a claim of Involuntary Unemployment, the Insured Person must be within forty-five (45) days from the date of unemployment obtain and provide to us:
  - A copy of certificate, or documentation and/or confirmation letter from the employer or government to confirm your Involuntary Unemployment;
  - Latest month of true Employees Provident Fund (EPF) Statement has to be submitted every each month while you are claiming for Involuntary Unemployment benefit.
  - iii) Involuntary Unemployment Benefit Claim Form
  - iv) Statutory declaration to verify your Involuntary Unemployment, if we request it.
  - Any other information or help which we may request to support your claim.

We reserve the right to contact your company as to verify the Involuntary Unemployment. And after we have paid a claim under your policy, either in total or in part, we have the right to take over any legal right of recovery which you have.

### 6. Cancellation

Either party may cancel this Policy by giving thirty (30) days' notice in writing to the other party at its last known address. If we give such notice, you shall become entitled to a proportionate return of premium; otherwise you shall only be entitled to a return of premium in accordance with our usual short period scale provided that no claim has been made in the current Period of Insurance.

Period Not Exceeding	Refund of Annual Premium
Below 15 days	*100%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

\* Applicable for 1<sup>st</sup> year New Policy only.

### 7. Fraud

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

### 8. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed Arbitrators, one to be appointed in writing by each parties, with 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.

### 9. Extensions

- (a) This policy is extended to cover injury sustained by the Insured Person who is employed as a military personnel, law enforcement officer, civil defence officer, and security officer who solely does sedentary desk-bound duties, that is strictly clerical or administration work.
- (b) This policy is extended to cover injury sustained by the Insured Person who is employed in any of the occupations listed in EXCLUSIONS (item 6) provided the Insured Person is off –duty at the time of the injury and the injury does not arise in the course of employment or any activity related to the Insured Person's employment.

### 10. 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 or United States of America.

### IMPORTANT NOTICE

- 1) Copy of police report must be submitted to the Company for any claims arising out of Motor Vehicle Accident (MVA)
- Lodging Complaint and Grievances
   If you have any complaints of unfair market practices by the
   company, you may call or write to either:
  - a) Customer Service Executive, Customer Contact Centre Liberty General Insurance Berhad
     Formerly known as AmGeneral 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
     Website : www.libertyinsurance.com.my

- b) BNMLINK (Laman Informasi Nasihat dan Khidmat) Bank Negara Malaysia 4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur. Tel. No.: 03-2698 8044 (General Line) / 1-300-88-5465 (BNMLINK) Fax No.: 03-2174 1515 e-Link: <u>bnmlink.bnm.gov.my</u> E-mail : <u>bnmlink@bnm.gov.my</u> Website: <u>www.bnm.gov.my</u>
- c) Ombudsman for Financial Services (664393P) Level 14, Main Block, Menara Takaful Malaysia, 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. Tel. No.: 03-2272 2811 Fax No.: 03-2272 1577 E-mail: <u>enquiry@ofs.org.my</u> Website: <u>www.ofs.org.my</u>
- 3) The policyholder shall read this Policy carefully, and if any error is found herein, or if the cover is not in accordance with the needs of the policyholder, the Company should be notified and the Certificate/Policy should be returned to the Company.
- You are advised to Nominate a nominee and ensure that your nominee is aware of the Personal Accident Policy that you have purchased.
- 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 <u>www.pidm.gov.my</u>).

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