



**Liberty**  
**Insurance.**<sup>®</sup>

**SmartCover PA Plan  
Terms & Conditions**

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## SmartCover Personal Accident Insurance Policy

**WHEREAS** the Insured described in the Schedule hereto has made to Liberty Insurance Berhad (16688 -K) (hereinafter called " the Company") a written Proposal and Declaration which shall be the basis of this Contract and which is deemed to be incorporated herein and has paid the premium stated in Schedule hereto as consideration for the Insurance hereinafter contained.

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

This Policy provides 24 hours world-wide cover including bodily injury caused directly or indirectly by murder and assault and bodily injury caused directly by Fire, Hijacking, Strike, Riot, Civil Commotion, travelling by air as passenger in any licensed passenger carrying aircraft on scheduled or unscheduled flights and whilst engaging or participating in any sport on an amateur basis excluding those specified under Exclusion 6 of the Policy.

This Policy also extends to cover accidental death, loss or disablement directly or indirectly caused by intoxicating liquor, gas inhalation, electrocution, drowning, food and drinks poisoning, harmful insects (excluding mosquitoes), snakes and animal bites but always excluding death, disablement or medical expenses from effects of diseases or illness caused by or arising from any such bite and natural perils such as earthquake, windstorm, volcanic eruption, flood, lightning, tidal wave/ tsunami, hurricane, cyclone and typhoon.

The Company shall also pay for:-

1. Funeral Expenses- The Company will pay to the insured's nominee, trustee or assignee, as the case may be, a funeral allowance of 3% of the capital sum insured as funeral expenses in the event of accidental death of the insured, up to a maximum of RM3,000.00.
2. Travel Allowance of RM200 per week is payable to the Insured's immediate family members (i.e. father, mother, brother, sister, wife, husband or children) for travel expenses to and from hospital in the event the insured is hospitalized as a result of an accident. The maximum amount payable is RM1, 000 per accident.
3. Rehabilitation Benefit- In the event of hospitalization exceeding 7 days or more, an additional sum is payable in respect of each accident amounting to RM1,000 upon discharge from hospital.
4. Dental or Corrective Cosmetic Surgery  
The Company will reimburse the insured up to RM 2,000 in respect of expenses incurred by the Insured for Dental Correction or Corrective Cosmetic surgery performed on the Insured's neck or head following injuries sustained as a result of an accident, provided:-
  - i) Such Dental Correction and/or Corrective Cosmetic Surgery is recommended by a licensed Orthodontist or Cosmetic Surgeon.
  - ii) Such Dental Correction and/or Corrective Cosmetic Surgery is performed by a licensed Orthodontist or Cosmetic Surgeon.
5. Repatriation Expenses  
The Company will reimburse the Insured's legal representative / beneficiary up to a maximum of RM3,000 for repatriation incurred in sending the Insured's mortal remains back to the Insured's home country if the Insured's death is due to an accident whilst travelling outside of his home country.

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

### Table of Benefits

	For each amount of (RM)	Classifications of Occupation and Annual Premiums (RM)		
		Class 1	Class 2	Class 3
1) Accidental Death	10,000	5.30	6.89	11.66
2) Permanent Disablement	10,000	5.30	6.89	11.66
3a) Temporary Total Disablement ( Limit per week)	100	23.32	31.80	47.70
3b) Temporary Partial Disablement ( Limit per week)	50			
4) Medical Expenses (Limit any one accident)	500	10.60	13.78	15.90
	1,000	15.90	19.08	26.50
	2,000	21.20	27.56	37.10
	3,000	26.50	33.92	50.88
	4,000	31.80	42.40	63.60
	5,000	37.10	47.70	76.32

**This premium amount is inclusive of Service Tax at 6%**

### Protection from age 18 – 60, with renewal up to 70 years

Classifications of occupation as follows:

- Class 1 Professions and occupations involving non-manual, administrative or clerical work solely in offices or similar non-hazardous places.
- Class 2 Professions and occupations involving manual work only occasionally when supervising workmen.
- Class 3 Professions and occupations involving manual work.

### EXCLUSIONS

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

1. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
2. by martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
3. by any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de factor Government or to the influencing of it by terrorism or violence.
4. by fits, hernia, illness, diseases or any kind of venereal disease infection or parasites including those relating to the Acquired Immune Deficiency Syndrome (AIDS), pregnancy, childbirth, miscarriage, confinement or any complication thereof, intoxication of drugs, suicide or attempted suicide (whether felonious or not), provoked assault, self inflicted injury, judicial pronouncement, unlawful act on the part of the insured or willfull exposure of the Insured to unnecessary danger in an attempt to save human life.

5. while the Insured is in state of unsound mind.
6. while the Insured is engaging in Mountaineering requiring ropes or guides, rock climbing, steeple chasing, polo, any kind of motor race driving, private flying and/or as an active member of air crew, aeronautic sports, parachuting, parasailing or hand gliding, bungee jumping, horse riding, hunting, yachting, water skiing, scuba diving, ice or winter sport of any kind, boxing, wrestling and training or performing any form of martial arts, acrobatics or similar kind of body-contact sports unless previous consent of the Company has been obtained and the Policy has been endorsed accordingly. In any event whatsoever any person engaging or participating in any sport on a professional basis, will not be covered under the Policy.
7. the Insured being in or upon or entering or descending from Aircraft of any kind or caused by or resulting from a descent or fall from such Aircraft except in respect of the Insured's journey as a ticket-holding passenger over established air routes in fully licensed standard type aircraft owned by and/or operated by a recognised Air Line. For the purpose of this Exclusion, the Insured would not be covered if he is involved in any other technical operation or navigation whilst in the aircraft.
8. by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. by or arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
10. by Pre-existing physical or mental defects, pre-existing medical conditions, diseases or illness caused by harmful insects, mosquitoes, snake or animal bites, and death from drugs.

### CONDITIONS

1. All benefits under this Policy shall be forfeited if there shall have been any misrepresentation or omission in any statement or representation given to the Company for this Insurance or in the proposal or in any particulars supplementary thereto or in any statement made for the continuance of this Insurance or in connection with a claim hereunder or if there shall have been any change in the circumstances which may increase the risk including change of occupation unless notice of such change shall have been given to the Company and their written consent to continue the insurance shall have been obtained.
2. As soon as the Insured or any responsible person on behalf of the Insured shall become aware of any event which may give rise to a claim under this Policy notice thereof shall be given to the Company and all information assistance and documents within the knowledge or possession of the Insured or such other person or of any person on behalf of them or either of them necessary for the purpose of dealing with the matter shall with all reasonable despatch be supplied to the Company or on behalf and at the expense of the Insured. Such further evidence (including medical and death certificates and statutory declarations) as the Company may reasonably require shall also be supplied in the same manner for the purpose of substantiating any claim under the policy.
3. On the happening of any event which may give rise to a claim under the Policy the Insured shall within 2 months be attended by a duly qualified and registered medical practitioner and shall within 7 days upon demand thereof shall supply to the Company by and at the expense of the Insured a written report by such practitioner stating in the event of injury the nature and extent of the injury received and particulars of any operation performed or likely to be performed and generally all other such particulars concerning such injury as the Company may reasonably require. The Insured shall submit the medical and surgical treatment (including any operation) which the Medical Advisers of the Insured may consider

necessary. The Insured shall after the happening of any event as aforesaid at all reasonable times submit to medical examination by a duly qualified and registered medical practitioner appointed by the Company and in the event of death the Company shall be entitled at their own expense to a post-mortem examination by or in the presence of such medical practitioner appointed as aforesaid.

4. It is hereby agreed that the Insured is between the ages of 18 and 60 years at the date of their inception and is free from physical defects and in normal health.
5. This Policy is renewable from year to year by mutual agreement between the Insured and the Company but in any case will be subject to revision at the end of the Period of Insurance during which the person insured attains the Maximum Age stated in Condition 4 above.
6. **CANCELLATION:** The Company may cancel this policy at any time by written notice delivered to the Insured or mailed to his last address as shown by the records of the Company stating when thereafter such cancellation shall be effective. In the event of such cancellation, the Company will return the pro rata unearned portion of any premium actually paid by the Insured. Such cancellation shall be without prejudice to any claim originating prior thereof. In the event the policy is cancelled by the Insured, the earned premium shall be computed in accordance with the short rate table used by the company at any time of cancellation.

#### **Short Period Rates**

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

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

#### **QUALIFICATION**

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

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

The company shall pay, provided such Permanent Disablement has lasted for a continuous period for at least twelve (12) calendar months from the date of accident, entirely prevents the Insured person from engaging in gainful employment of any and every kind and for which there is no hope of recovery.

Medical Fees and Expenses shall apply only to expenditure incurred as a result of an accident in respect of medical or surgical treatment by qualified medical practitioner or in connection with hospital confinement or the services of a qualified nurse or the application of dressings or for the examinations by x-ray or for the use of an operating room and/or an ambulance, or for the administration of medicines or anaesthetic prescribed by a qualified medical practitioner.

Medical expenses shall include the following:-

Sinseh or Traditional Treatments- The Company will reimburse the costs of Sinseh or Traditional Treatments including medicine subject to the maximum limit of RM250.00 per accident. Fees for medical Report and/or post-mortem Report-The Company will reimburse the actual cost in full as part of the Medical Expenses.

### IMPORTANT NOTICE

1. This Policy and its Conditions should be examined and if incorrect returned at once for alteration.
2. In the event of any occurrence which may give rise to a claim notice should be given **IMMEDIATELY** to the nearest office followed by such further steps as are required by the Conditions of the Policy.
3. All Premiums are to be paid directly to the Company. Payments made by cheque should be crossed "A/C PAYEE ONLY" and made out in favour of "Liberty Insurance Berhad".
4. **CASH BEFORE COVER REQUIREMENT**  
No cover shall be granted until premium has been paid and received by LIBERTY INSURANCE BERHAD in accordance with the CASH BEFORE COVER REGULATION.
5. You are advised to nominate a nominee and ensure that your nominee is aware of the personal accident policy that you have purchased.
6. 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.

## SCALE OF BENEFITS

SCALE OF BENEFITS		
<b>1) Accidental Death</b>	<b>Coverage</b>	<b>Benefits</b>
		Financial compensation based on your chosen amount insured
<b>2) Permanent Disablement resulting in:</b>		Financial compensation based on the following percentages of your chosen amount
* 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%
* Any other injury causing permanent total disablement from engaging in or attending to employment or occupation of any and every kind		- 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	- at hip	- 100%
	- between knee and hip	- 100%
	- below knee	- 100%
* Eyes: Loss of	- 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 four fingers		- 40%
* Loss of thumb	- both phalanges	- 25%
	- one phalanx	- 10%
* Loss of index finger	- three phalanges	- 10%
	- two phalanges	- 8%
	- one phalanx	- 4%
* Loss of middle finger	- three phalanges	- 6%
	- two phalanges	- 4%
	- one phalanx	- 2%
* Loss of ring finger	- three phalanges	- 5%
	- two phalanges	- 4%
	- one phalanx	- 2%
* Loss of little finger	- three phalanges	- 4%
	- two phalanges	- 3%
	- one phalanx	- 2%
* Loss of metacarpals	- first or second (additional)	- 3%
	- third, fourth or fifth (additional)	- 2%
* Loss of toes	- all	- 15%
	- great, both phalanges	- 5%
	- great, one phalanx	- 2%
	other than great,	
	if more than one toe lost, each	- 1%
* Loss of hearing	- both ears	- 75%
	- one ear	- 15%
* Loss of speech		- 50%
<b>Note : Aggregate of all percentage payable in respect of any one accident shall not exceed 100%</b>		
<b>3 a) Temporary Total Disablement</b>	Weekly Compensation in the event of Temporary Total Disablement from engaging in, or giving attention to profession or occupation.	
<b>3.b) Temporary Partial Disablement</b>	Weekly Compensation at the rate of one half the compensation payable in respect of Temporary Partial Disablement from engaging in, or giving attention to profession or occupation.	
<b>Note : Compensation under item 3 limited to 104 weeks from the date of commencement of the disablement.</b>		

Permanent total loss of use of member shall be treated as loss of member.

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

Where the injury is not specified the Company will adopt a percentage of disablement under the above scale which is not inconsistent with the provisions of the said benefit.

The 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, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the Insured's coverage by that amount from the date of accident until expiration of the Policy.

## **THIS POLICY IS ENDORSED WITH**

### **1. PAYMENT OF BENEFITS CLAUSE**

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

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

### **2. TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contribution concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization government(s), committed for political, religious, ideological similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

### **3. RENEWAL BONUS**

Upon renewal of this Insurance, the principal Sum Insured shall be increased by 10% per year (Accidental Death and Permanent Disablement) up to 50% of the Principal Sum for a period of 5 years regardless of any claims made under medical expenses, dental or corrective cosmetic surgery and hospital cash income.

## EXTENSIONS GRANTED UNDER THE WITHIN POLICY

### 1. **DISAPPEARANCE**

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

### 2. **EXPOSURE**

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

### 3. **MOTOR CYCLING RISK**

It is hereby agreed that this policy extends to cover the Insured whilst motorcycling for private or business purposes, provided always that the company shall not be liable for any claim arising out of racing, pace making or participation of the Insured in any speed contest, reliability or other trials.

### 4. **LOSS OF SPEECH CLAUSE**

It is hereby declared and agreed that in the event of the Insured submitting a claim in which he has permanently and irreversibly lost his power of speech sustained by accidental means, such claim will be considered after the expiry of one year from the date of notification thereof provided the Insured has submitted all the relevant evidence to the company for evaluation and consideration and provided further the insured has not regained his power of speech by then.

It is further declared and agreed that if at any time after payment has been made, the Insured is found to have regained his speech, any sum paid in settlement of such claims shall be recovered by the company from the Insured.

Loss of speech shall for the purpose of this Clause, mean total permanent inability to communicate verbally and the loss is payable at 50% of the Sum Insured.

### 5. **WOODWORKING RISKS CLAUSE**

It is hereby declared and agreed that this Policy extends to cover the Insured whilst engaged in using/operating woodworking machinery.

## IMPORTANT NOTICE TO POLICY HOLDER

### 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 Complaints Unit /Unit Aduan Pelanggan  
LIBERTY INSURANCE BERHAD**  
Ground Floor, Menara Liberty, 1008, Jalan Sultan Ismail,  
50250 Kuala Lumpur.  
Tel. No.: 03-2619 9000 (G/L) or 1-300-888-990  
Fax No.: 03-2693 0111  
E-mail: [customercare@libertyinsurance.com.my](mailto:customercare@libertyinsurance.com.my)  
Website: [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)
  
- b) **Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia**  
Ground Floor D Block Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel. No.: 03-2698 8044 (General Line)  
Fax No.: 03-2174 1515  
Toll Free: 1-300-88-5465  
E-mail: [bnmteletelink@bnm.gov.my](mailto:bnmteletelink@bnm.gov.my)  
Website: [www.bnm.gov.my](http://www.bnm.gov.my)
  
- c) **Ombudsman for Financial Services (664393P) /  
Ombudsman Perkhidmatan Kewangan  
(664393P)**  
Level 14, Main Block, Menara Takaful Malaysia,  
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Tel. No.: 03-2272 2811  
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