

## PERFECT 10 PLUS INSURANCE POLICY

**WHEREAS** the Policyholder by an application and declaration which are duly incorporated herein has applied to **AmGeneral Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

**NOW THIS POLICY WITNESSETH:** That subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Policyholder in the manner and to the extent hereinafter provided:

**THE COMPANY** hereby agrees with the Policyholder that if at any time during the Period of Insurance or during any subsequent period for which the Policyholder pays and the Company shall agree to accept the premium the Insured shall sustain any bodily injury caused by **ACCIDENTAL VIOLENT EXTERNAL AND VISIBLE MEANS WHICH SHALL SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE** result in his / her death or disablement the Company will pay to the Policyholder or Insured or to his / her legal representative the sum or sums of money stated in the Schedule and in accordance to the Table of Benefits provided in this Policy.

### DEFINITIONS

- Company / We / Us shall mean AmGeneral Insurance Berhad.
- Effective Date shall mean the effective date of this policy as stated in the Policy Schedule.
- Policy Anniversary Date refers to the same date each year as the Policy effective date.
- Schedule shall mean the document attaching to and forming an integral part of the Policy that provides details of Insured, terms and conditions that are specified to this contract of insurance.
- Policyholder shall mean a person to whom the Policy has been issued in respect of cover for persons specifically identified as Insured / Insured Persons in this Policy.
- Insured / You / Your shall mean the person(s) described in the policy schedule / certificate of insurance / endorsement as the Insured person(s). Under the family plan, the Company will cover you, 1 legal spouse and any number of your and the named legal spouse's children age 30 days to 18 years or up to 23 years old who is studying full-time in institution of higher learning.
- Medical Practitioner shall mean a physician or traditional Medicine Practitioner who is registered and duly qualified to practice medicine, treatment and surgery authorized in the geographical area of his / her practice, but excluding a physician or practitioner who is the Insured himself / herself, or the spouse or lineal relative of the Insured.
- Hospital shall mean any institution recognized by the Ministry of Health or any equivalent authority and lawfully operated for the care and treatment of injured persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institution used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged or similar establishment.
- Loss of Eye shall mean total and irrecoverable loss of all sight rendering the Insured absolutely blind in the eye beyond remedy by surgical or other treatment.
- Total Permanent Disablement shall mean physical disablement as a result of injury and commencing within twelve (12) calendar months from the date of accident, an Insured is totally, continuously and permanently disabled and prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him / her daily life had such disablement not occur.
- Activities of Daily Living as stated in this Policy shall have the following meanings:
  - Transfer: Getting in and out of a chair without requiring any physical assistance.
  - Mobility: The ability to move from room to room without requiring any physical assistance.
  - Contenance: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
  - Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person.
  - Bathing / Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
  - Eating: All tasks of getting food into the body once it has been prepared.

### SPECIAL PROVISIONS

- No sum stated in the Schedule shall be payable:
  - under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) unless the death or disablement occurs within twelve (12) calendar months from date of accident.
  - under Benefit 3 (Medical Expenses) unless the medical treatment provided is from a medical practitioner.
  - under Benefit 4 (Hospital Income) and Benefit 7 (Double Hospital Income) unless each hospital confinement period is for a minimum eight (8) consecutive hours and such hospitalisation occurs within fourteen (14) days from date of accident.
  - until the total amount of compensation shall have been ascertained and agreed.
- With respect to Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement), the aggregate of all percentages payable in respect of any one accident shall not exceed 100% of principal sum insured plus additional sum insured accumulated attributed to renewal bonus. In the event of this maximum sum insured has been paid to an Insured Person all insurance hereunder for the said Insured Person shall immediately cease to be in force. All losses under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) lesser than maximum sum insured if having been paid shall reduce the coverage under Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) by that amount from the date of accident until the expiration of the Policy.
- Under Family Plan, your spouse receives the same benefit amount as you (Policyholder) and each child of yours shall be entitled to receive up to 20% of your benefit amount.

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## TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT	COMPENSATION Percentage (%) of Principal Sum Insured
1. <b>ACCIDENTAL DEATH</b> (occurring within 12 calendar months from date of accident)	100
2. <b>PERMANENT DISABLEMENT</b> (occurring within 12 calendar months from date of accident) resulting in:	
a) Total Permanent Disablement	100
b) Total paralysis or permanently bedridden	100
c) Loss of	
i) one hand or arm	100
ii) one foot or leg	100
iii) all sight in one or both eyes	100
d) Loss of	
i) hearing in both ears	75
ii) hearing in one ear	15
iii) speech	50
e) Loss of	
i) four fingers and thumb of one hand	50
ii) four fingers of one hand	40
f) Loss of thumb	
- both phalanges	25
- one phalanx	10
g) Loss of index finger	
- three phalanges	10
- two phalanges	8
- one phalanx	4
h) Loss of middle finger	
- three phalanges	6
- two phalanges	4
- one phalanx	2
i) Loss of ring finger	
- three phalanges	5
- two phalanges	4
- one phalanx	2
j) Loss of little finger	
- three phalanges	4
- two phalanges	3
- one phalanx	2
k) Loss of toes	
- all of one foot	15
- great, both phalanges	5
- great, one phalanx	2
- other than great, if more than one toe lost, each	1

Permanent Total Loss of use of member shall be treated as loss of member. Where any permanent partial disablement not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement which, in the opinion of the Company's medical advisors, is not inconsistent with the provision of the above and without regard to the Insured's occupation.

Renewal Bonus: If no claim is made on Permanent Disablement Benefit under this Policy, the sum insured for Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) will automatically be increased by 25% of the principal sum insured per year upon each renewal (provided no lapse on the renewal period) up to maximum 50% of the principal sum insured. Once a claim is made on permanent disablement by an Insured Person, all renewal bonuses already granted for him / her will be forfeited and computations for future renewal bonuses will begin anew from the next renewal date by 25% per year up to a maximum of 50% of the principal sum insured.

For family plan: The renewal bonus entitlement is based on individual Insured Person and it will not affect renewal bonus entitlement of other Insured Persons under the family plan.

### 3. MEDICAL EXPENSES

The Company will indemnify the Insured for medical expenses incurred by him / her as a result of an accident or as a result of Dengue, Malaria or Chikungunya for up to the limit specified in the Schedule per accident / incident. Medical Expenses incurred as a result of food poisoning is payable provided the Insured is hospitalised for a minimum eight (8) consecutive hours. Medical expenses shall cover actual expenses incurred for hospital (including room and board), clinical, medical and surgical treatment, doctor's

consultation, x-rays, lab test, medical report up to RM80.00, government / service tax and traditional treatments (including medicine) up to RM30.00 per visit and maximum RM300.00 per accident / incident.

### 4. HOSPITAL INCOME

The Company will pay a weekly benefit as specified in the Schedule for the period of hospitalisation (excluding while in the Intensive Care Unit) in a hospital as a result of accidental bodily injury for up to a maximum of 52 weeks per accident. All periods of hospital confinement due to the same cause shall be considered as one accident. The Company will pay double the weekly benefit if you are hospitalised due to accidental bodily injury while at overseas / out of Malaysia.

### 5. PERSONAL LIABILITY

The Company will indemnify the Insured up to the limit as specified in the Schedule any one accident and any one Period of Insurance. The territorial limit of this benefit is worldwide excluding USA and Canada.

- a) All sums the Insured shall become legally liable to pay for compensation in respect of:
  - i) accidental bodily injury to third party
  - ii) accidental damage to third party's property
- b) All costs and expenses of litigation
  - i) recovered from the Insured / Insured Person by any claimant or claimants
  - ii) incurred with the written consent of the Company

### 6. BEREAVEMENT ALLOWANCE

The Company will pay the limit as specified in the Schedule to the Insured's next-of-kin or legal representative upon valid claim under Benefit 1 (Accidental Death).

### 7. DOUBLE HOSPITAL INCOME

The Company will pay the limit as specified in the Schedule for the period of hospitalisation in Intensive Care Unit (ICU) of a hospital as a result of accidental bodily injury for up to a maximum of 26 weeks per accident. All periods of ICU confinement due to the same cause shall be considered as one accident.

### 8. FINANCIAL SHIELD

Upon certification by a medical practitioner that the Insured suffers Total Permanent Disablement as a result of an accident, the Company will pay the amount required to repay the Insured's outstanding credit card billing and / or housing loan and / or car loan balance which appears in the last statement, excluding interest in arrears prior to the date of accident for up to the limit as specified in the Schedule. This benefit shall be payable to the Insured or Insured's next-of-kin or legal representatives. The bank or relevant parties must certify the outstanding billing statement.

### 9. KIDNAP COVER

The Company will pay up to the limit as specified in the Schedule per incident for the necessary expenses incurred including ransom as demanded by the kidnapper / reward paid by the Insured's family for information leading to the recovery of the Insured provided the Insured is still alive at the time of recovery. The payment for ransom / reward is payable subject to verification and confirmation by the police. The sum insured will be paid in full if the kidnapped Insured is not recovered after a period of 1 year from the date of kidnapping.

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### 10. ADDITIONAL BENEFIT FOR ACCIDENTAL DEATH OR TOTAL PERMANENT DISABLEMENT DUE TO ROBBERY AND/OR SNATCH THEFT

The Company will pay the limit as specified in the Schedule if the Insured suffers Accidental Death or Total Permanent Disablement as a result of robbery and / or snatch theft. This benefit is payable provided a police report is made within a reasonable time after the occurrence.

### 11. DEATH DUE TO "NATURAL DISASTERS"

The Company will pay to the Insured's next-of-kin or legal representatives an additional 10% of the principal sum insured of Accidental Death benefit (excluding renewal bonus) as specified in the Schedule in the event the Insured suffers accidental death due to "Natural Disasters" covered in this policy.

### 12. OVERSEAS MEDICAL EVACUATION AND REPATRIATION

The Company will arrange and pay for the necessary expenses incurred by the Insured for emergency transportation and medical care en-route to evacuate the Insured who suffers a critical medical condition due to accidents while at overseas / out of Malaysia from the hospital of initial admission to the nearest hospital where appropriate care and treatment are available. In the event the Insured is hospitalised abroad due to accident and it is necessary for the Insured to be repatriated back to Malaysia to continue treatment, the Company will arrange and pay the reasonable and necessary costs of repatriation including the reasonable transportation costs of one qualified medical attendant accompanying the Insured. The Company will pay up to the limit as specified in the Schedule for this benefit subject to the policy provisions, exclusions and conditions.

The Company has appointed Asia Assistance Network (M) Sdn. Bhd. (AAN) as the service provider for the 24 hours Overseas Medical Evacuation and Repatriation services while you are at overseas / out of Malaysia. In addition, you may also contact AAN for telephone medical advice, medical service provider referral and inoculation and visa requirement information prior to your travel.

In the event of such medical evacuation and repatriation, the Insured must contact AAN at **+603-7841 5750 / +603-7628 3770** for assistance and

- a) the Company upon the advice of AAN in discharging the emergency evacuation and repatriation shall both retain the absolute right to decide whether the Insured's disability due to accidents is sufficiently serious to warrant such medical evacuation and repatriation. The Company and AAN further reserve the right to decide the place to which the Insured shall be evacuated and the means or method of transportations for the evacuation and repatriation.
- b) the Company, working via AAN shall endeavour on a best effort basis to provide the services and is subject to local and / or international resource availability and must be within the scope of national and international law and regulations. Intervention may depend on AAN being able to attain the necessary authorizations issued by the various authorities concerned which is outside of the control or influence of AAN.
- c) the Company shall not provide services to the Insured, who is in the sole opinion of the Company and AAN is located in areas which represent conditions such as to make such services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness, adverse weather conditions, war risk or political unrest.

- d) the Company shall not be responsible or liable in any way whatsoever in the event of any failure by AAN to render the services or any negligence, wilful or otherwise on the part of AAN in rendering the services.
- e) In the case the service provider ceases to provide the service, the Company reserves the right to appoint another service provider to continue to provide the service.
- f) This benefit is not guaranteed and the Company reserves the right to revise, suspend, remove or cancel this benefit at anytime by delivering a written notice of the same to the Policyholder at his / her last known address as informed to the Company. In such circumstances, the premiums shall be adjusted accordingly, if deemed necessary by the Company.

### 13. AMBULANCE FEE

The Company will pay up to the limit as specified in the Schedule per accident for necessary medical ambulance transportation to a local hospital.

## CLAUSES

### STRIKE, RIOT AND CIVIL COMMOTION

It is hereby declared and agreed that this Policy is extended to cover death or disablement to the Insured arising from Strike, Riot and Civil Commotion caused directly by:

- a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbance.
- c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to lock-out.
- d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

In the event of any claim hereunder the Insured shall prove that such bodily injury arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default or such proof the Company shall not be liable to make any payment in respect of such a claim.

Provided that in connection with this extension the Insured shall sustain bodily injury as defined by the Policy whilst as an innocent bystander and not as a result of active participation directly or indirectly in such Strike, Riot or Civil Commotion.

### HIJACKING

It is hereby declared and agreed that this Policy is extended to cover death or disablement arising from hijacking whether on land transit as a ticket holding passenger or whilst travelling in an aircraft as a ticket holding passenger over established air routes in a fully licensed standard type aircraft owned and / or operated by a recognized airline or as a fare-paying passenger on any water-borne vessel used for the carriage and conveyance of passengers.

### FOOD POISONING

It is hereby declared and agreed that the Policy is extended to cover the Insured against death or disablement as herein defined arising out of or resulting from accidental food poisoning or other similar misfortune with or without any sign of external or violent visible injury. Medical Expenses as a result of food poisoning is payable provided the Insured is hospitalised for a minimum eight (8) consecutive hours.

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## **DROWNING**

It is hereby declared and agreed that this Policy is extended to cover the Insured against death or disablement as herein defined arising out of or resulting from drowning with or without any sign of external or violent visible injury.

## **AMATEUR SPORTS**

It is hereby declared and agreed that this Policy is extended to cover death or disablement arising whilst the Insured is engaged in indoor or outdoor sports except those excluded under Exclusion no. 3 as an amateur.

## **MURDER AND ASSAULT**

It is hereby declared and agreed that the cover provided under this Policy includes death or disablement proximately caused as a result of assault or murder or any attempt thereon to the Insured, excluding death or bodily injury sustained where the Insured was committing or intended to commit such act therein.

## **INSECT, SNAKES, VERMIN AND ANIMAL BITES**

It is hereby declared and agreed that this Policy is extended to cover death or disablement (excluding disease caused thereby) to the Insured arising from insect, snake, vermin and animal bites. However, this policy extends to cover Medical Expenses incurred as a result of Dengue, Malaria or Chikungunya.

## **DISAPPEARANCE**

It is agreed and understood that if after a period of one (1) year has elapsed and the Company having examined all evidence available shall have no reason to suppose other than that an accident has occurred and that a Court of Law has pronounced such Insured to be missing and legally presumed dead the disappearance shall be considered to constitute a claim under this Policy.

It is further agreed and understood that if any time after payment has been made and the Insured is found to be living any sum paid by the Company shall, within thirty (30) calendar days of such discovery, be fully refunded to the Company.

## **WINTER SPORTS**

It is hereby declared and agreed that this Policy is extended to cover the Insured against death or disablement whilst engaged in winter sports activities as an amateur.

## **NATURAL DISASTERS**

It is hereby declared and agreed that this Policy is extended to cover death or disablement caused by earthquake, flood, volcanic eruption, tidal wave, lightning, windstorm, hurricane, cyclone, typhoon, La Nina and landslip / landslide.

## **EXPOSURE TO NATURAL ELEMENTS**

It is hereby declared and agreed that this Policy covers bodily injury caused by exposure to the elements as a result of an accident covered hereunder provided that in the event of death of the Insured caused by exposure to the elements that this death is the subject of a properly constituted judicial body enquiry by which it is found that the Insured died of exposure as a result of an accident.

## **MOTORCYCLING**

It is hereby declared and agreed that this Policy extends to cover the Insured whilst riding a motorcycle or as a pillion for private or business purposes provided always that the Company shall not be liable for any claim arising out of racings, pace-making or participation of the Insured in any speed contest reliability or other trials.

## **HUNTING**

It is hereby declared and agreed that this Policy extends to cover the Insured against death or disablement whilst engaged in hunting, provided approval permits/licence from the relevant authorities have been obtained and the Insured holds a valid licence to possess and use firearms for hunting purposes only.

## **SCUBA DIVING**

It is hereby declared and agreed that this Policy is extended to cover the Insured against death or disablement whilst engaged in scuba diving as an amateur.

## **SUFFOCATION THROUGH SMOKE, FUMES OR POISONOUS GAS**

It is hereby declared and agreed that the Policy is extended to cover the Insured against death or disablement arising from accidental suffocation through Smoke, Fumes or Poisonous Gas.

## **TERRORISM COVER**

It is hereby declared and agreed that this Policy is extended to cover death and disablement arising from Terrorism acts but shall exclude Terrorism as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- a) Terrorism means an acts, or acts of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public in fear. Terrorism can include, but not limited to the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and / or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## **EXCLUSIONS**

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

1. suicide (whether felonious or not) or any attempt thereat or self-injury, pregnancy or childbirth, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a medical practitioner, the committing or attempt to commit any unlawful act.



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2. the Insured flying or travelling in an aircraft otherwise than as fare-paying passenger with a licensed carrier on a scheduled domestic or international route.
3. the Insured engaging in:
  - a) water-skiing, underwater activities involving use of underwater breathing apparatus (except scuba diving), mountaineering involving the use of ropes or guides, parachuting, hang-gliding, sky-diving, professional sports or games, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot.
  - b) use of woodworking machinery driven by mechanical power.
4. any pre-existing physical defect or infirmity, fits of any kind, any form of disease, illness, virus, infection or parasites.
5. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power.
6. ionisation, nuclear weapons material, radiations or contamination by radio-activity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self-sustaining process of nuclear fission.
7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
8. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
9. Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependent under any Workmen's Compensation legislation.
10. Liability in respect of injury to any person who is a member of the Insured's own family or a member of the Insured Person's household.
11. Liability in respect of damage to property belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.
12. Liability in respect of injury or damage caused by or in connection with or arising from:
  - a) The ownership or possession or use by or on behalf of the Insured of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
  - b) The ownership or possession or use by or on behalf of the Insured of any land or building;
  - c) Any employment, profession or business of the Insured or anything done in connection therewith or for the purpose thereof.
2. **CONDITION PRECEDENT TO LIABILITY**

The Policyholder / Insured shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Policyholder/ Insured and which affects the liability of the Company to make payment under this Policy.
3. **INTERESTED PARTIES**

The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Policyholder as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt by the Policyholder/ Insured or of the Insured's legal representative(s) alone shall be an effectual discharge.
4. **ENTRY AGE**

The age of the Insured must be thirty (30) days to 65 years old, renewable up to 70 years old.
5. **NOTICE**

All notices required to be given by the Policyholder / Insured to the Company must be in writing addressed to the Company and no alteration in terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of Company.
6. **PERSONAL LIABILITY**

If the Insured has two or more policies covering personal liability with the company, the maximum liability payable shall not exceed RM100,000.
7. **SUCCEEDING POLICYHOLDER**

In the event of death of the Policyholder while the Policy is in force, the Policyholder's legal spouse if at the time is an Insured Person, shall automatically become the Policyholder and all references in this Policy to the Policyholder shall thereafter mean such spouse.
8. **TWO OR MORE POLICIES**

If at the time of any claims under Benefit 3 (Medical Expenses), Benefit 5 (Personal Liability), Benefit 8 (Financial Shield) and Benefit 9 (Kidnap Cover) of this Policy, there shall be any other insurance cover, either with us or other companies covering the same risk or any part thereof, the Company shall not be liable for more than its rateable proportion thereof.
9. **CHANGE IN RISK**

The Policyholder / Insured shall give immediate notice to the Company of any change of address, occupation, country of domicile, pursuits or any injury, disease, physical defect or infirmity by which the Policyholder / Insured has become affected or has knowledge of.
10. **OVERSEAS RESIDENT**

Only Death and Permanent Disablement Benefits will be payable should the Insured reside outside Malaysia for more than ninety (90) consecutive days.
11. **MISREPRESENTATION / FRAUD**

This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Policyholder / Insured, which the Policyholder / Insured knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the Company.

## CONDITIONS

### 1. INTERPRETATION

This Policy and Schedule shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

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### 12. CLAIMS

- (a) On the happening of any accident for which compensation is payable under this Policy the Policyholder / Insured shall immediately employ the services of a medical practitioner and undergo any treatment such practitioner shall deem necessary.
- (b) Upon the happening of any accident likely to give rise to a claim under this Policy the Policyholder / Insured shall within fourteen (14) days after the happening of the accident give notice to the Company and furnish full particulars of the accident and injury.  
After the occurrence of any accident under which a claim has arisen or may arise the Policyholder / Insured shall use the best endeavours to preserve any appliances or things whether damaged or defective or otherwise which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be made to any article concerned with or involved in the accident without the prior consent in writing of the Company.
- (c) All certificates, accounts receipts, document, information and evidence required by the Company shall be furnished at the expense of the Policyholder / Insured or any claimant hereunder and shall be in such form and such nature as the Company shall prescribe.
- (d) The Death of the Insured shall be established by an Official Death Certificate or in the event of his disappearance following an accident, by a Court presuming his death.

### 13. MEDICAL EXAMINATION

The Company shall have the right and opportunity to examine the Insured as often as may reasonable required 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.

### 14. CANCELLATION OF INSURANCE

The Company may cancel this policy at any time by giving seven (7) days notice by registered letter to the Policyholder at his/her last known address. We will return any proportionate part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled by the Policyholder at any time on seven (7) days written notice to the Company and in such event the Policyholder shall be entitled to a return of the premium less premium at the Company's short period rates for the time the Policy has been in force during the current period of insurance, provided no claims have been made on the current Policy.

### 15. PORTFOLIO WITHDRAWAL CONDITION

The Company reserves the right to withdraw the portfolio as a whole if it decides to discontinue underwriting this insurance product. Withdrawal of the portfolio as a whole shall be given thirty (30) days written notice to the Policyholder and the Company will run off all policies to expiry of the Period of Insurance/cover.

### 16. CURRENCY OF PAYMENT

All amounts payable either to or by the Company shall be payable in Ringgit Malaysia.

### 17. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Policyholder / Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitrator under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 18. GOVERNING LAW

The Indemnity expressed in the Policy shall not apply to nor include:

- a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
- b) costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

### 19. PERIOD OF COVER AND RENEWAL CONDITION

This Policy is renewable from year to year by mutual agreement between the Policyholder and the Company but will be subject to revision at the Policy Anniversary which shall be one year after the effective date and annually thereafter. However, this Policy is not renewable on the occurrence of any of the followings:

- a) non-payment of premium, or
- b) on the death of the Policyholder and his/her spouse, or
- c) the Company has paid 100% compensation on Permanent Disablement benefit to the Policyholder and to his / her spouse, or
- d) the Insured attains the coverage age limit specified.

### 20. WORK PERMIT HOLDER IN MALAYSIA

For Insured Person who is work permit holder in Malaysia, this policy will automatically become null and void if his / her work permit has expired or has been cancelled by the relevant authorities. We will return any proportionate part of the premium corresponding to the unexpired period of insurance.

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## CLAUSES AND ENDORSEMENTS to be attached and read as part of the Policy (applicable only if specified in the Policy Schedule)

### SPECIAL CONDITIONS ON AUTO RENEWAL PAYMENT INSTRUCTION

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

#### Premium

- a) Premium as stated in the Policy schedule shall be due on the Effective Date of Policy. If payable yearly, on each policy anniversary date and if payable monthly, on the same date of each month thereafter. If the month for which premium is due, does not have a corresponding date, then the premium shall be paid on the last day of that month.
- b) Premium will be charged to the Policyholder's Nominated Account when due.
- c) Payment of premium when due automatically renews the Policy. No renewal documents are issued and the existing Policy is the evidence of valid cover.

#### Automatic Termination

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

## IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:-

(a) Complaints Management Unit  
AmGeneral Insurance Berhad  
Menara Shell  
No. 211, Jalan Tun Sambanthan  
50470 Kuala Lumpur  
PO Box 11228, GPO Kuala Lumpur  
50740 W.P. Kuala Lumpur, Malaysia  
Tel : +603-2268 3333  
Fax : +603-2268 2222

(b) Ombudsman for Financial Services (OFS)  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur.  
Tel : +603-2272 2811  
Fax : +603-2272 1577

(c) Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti Surat 10922  
50929 Kuala Lumpur  
Tel : 1300 88 5465  
Fax : +603-2174 1515