



by Liberty Insurance



LIBERTY TENANG

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/Insured Person**, and **We**, the **Company**, agree

1. The **Proposal** shall be incorporated in and be the basis of the contract.
2. **We** will provide the insurance subject to the terms of this policy.
3. The following shall be conditions precedent to any liability on Our part:
 - (a) Observance of the terms of this Policy relating to anything to be done or complied with by **you** or the **Insured Person**.
 - (b) The truth of the Proposal as per Schedule 9 of the Financial Services Act, 2013.
 - 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 tele-marketing 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 pre-contractual misrepresentation made in relation to your answers or in any disclosures given by **you**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.
 - ii) 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.

SECTION B INTERPRETATIONS

For the purpose of this Policy

1. The **Company/We/Us/Ourself** mean Liberty General Insurance Berhad 197801007153 (44191-P).
2. The **Insured/ Insured Person/ You/ Your/ Yourself** means the person named as Insured Person in the Schedule or any subsequent revision, amendment or endorsement thereto.
3. **Accident** or **Accidental** means a sudden unforeseen and fortuitous event.
4. **Accidental Bodily Injury** or **Death** means a bodily injury or death occurring during the Period of Insurance which is the direct 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.
5. **Hospitalisation** shall mean admission to a hospital as a registered inpatient for medically necessary treatments for an Injury upon recommendation of a Medical Practitioner. A patient shall not be considered as under Hospitalisation if the patient does not physically stay in the hospital for the whole period of confinement.
6. **Certificate of Insurance** refers to the confirmation of insurance which is generated when You have bought this insurance with Us.
7. **Claimant** is an Insured person, Legal's Representative or Business Entity that files a claim for benefits under the provisions of an insurance policy.
8. **Date of Accident** means the day when any of the **Injury** and other covered incident(s):
 - (a) occurs;
 - (b) is inflicted to: and/or
 - (c) contracted by the **Insured Person**
9. **Grace Period** shall mean an additional 30 days period of time after the due date of premium which the payment may be made without penalty while keeping the policy in force.
10. **Hospital** shall mean an establishment which meets all the following requirements:
 - (a) holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
 - (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - (c) provides 24-hour a day nursing service by registered or graduated nurses;
 - (d) has a staff of one or more licensed physicians available at all times;
 - (e) provides organized facilities for diagnosis and major surgical facilities; and
 - (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.
11. **Vector-Borne Disease** shall mean the definitive diagnosis of any of the following Vector-Borne diseases by a qualified/ registered Medical Practitioner during the period of insurance and is supported by acceptable clinical, radiological, histological and laboratory evidence:
 - (a) Dengue
 - (b) Chikungunya
 - (c) Malaria
 - (d) Japanese Encephalitis
 - (e) Zika
 - (f) Filariasis
 - (g) Typhus
 - (h) Plague
 - (i) Yellow Fever
 - (j) West Nile Fever
12. **Injury** means bodily injury suffered anywhere caused solely by an Accident and not by sickness, disease or gradual physical or mental wear and tear occurring during the Period of Insurance.
13. **Loss of Eye** includes total and irrecoverable loss of sight.
14. **Loss of Hearing** shall mean Permanent and total irrecoverable loss of hearing in both ears confirmed by an Ear, Nose & Throat (ENT) Specialist with supporting medical evidence in the form of audiometry and sound-threshold tests.
15. **Loss of Fingers** or **Toes** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
16. **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.

17. **Loss of Speech** means total permanent inability to communicate verbally.
18. **Medical Practitioner** means a properly qualified Medical Practitioner licensed by the medical authorities of the country in which treatment is provided and who is practicing within the scope of his/her licensing and training.
19. **Pandemic** is an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population.
20. **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.
21. **Permanent** shall mean lasting for twelve (12) consecutive calendar months from the date of the Accident and at the expiry of the twelve (12) months period being beyond any hope of improvement or recovery.
22. **Period of Insurance** means the duration for when an Insured Person is insured, subject to the terms, conditions and exclusions set out in this Policy and the specific dates confirmed by the Policyholder to the Insured Person as set out in the Schedule.
23. **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.
24. **Policy Effective Date** shall mean the date when the coverage for this insurance takes effect.
25. **Policyholder** means a person or a corporate body as described in the **Schedule** to whom this Policy has been issued in respect of cover for the **Insured Person**.
26. **Policy Schedule** means the document which is issued to Insured Person detailing the particulars of the Insured Person and the benefits provided under this policy.
27. **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.
28. **Pre-existing Conditions** wherever used in this Policy shall mean an **Injury**, illness, physical defect or infirmity that were diagnosed at any time prior to the **Policy Effective Date** or any condition that the **Insured Person** was aware of, or should reasonably have been aware of at the Inception of the Policy or any condition for which an **Insured Person** had previously received treatment, medication or advice from a **Physician**.
29. **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.
30. **Public Conveyance** shall mean any scheduled bus, taxi, e-hailing vehicle, coach, ferry, ship, train or flight which is duly licensed for the transportation of fare-paying passengers.

SECTION C SCHEDULE OF BENEFITS

This Policy provides 24 hours world-wide cover for any bodily injury cause solely and directly by violent, accidental, external and visible means and being the sole and direct cause of Death or Disablement to the insured person.

No.	Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	Plan 4 (RM)
1.	Accidental Death	18,000	30,000	45,000	60,000
2.	Permanent Disablement	18,000	30,000	45,000	60,000
3.	Double Indemnity due to Public Conveyance Accident	18,000	30,000	45,000	60,000
4.	Daily Hospital Income Allowance due to Accident up to 90 days	50	80	150	200
5.	Medical Expense due to Accident (maximum up to 3 claims per annum)	200	300	400	500
6.	Alternative Medicine (maximum up to 3 claims per annum)	-	50	50	100
7.	Dental Corrective and/or Corrective Surgery	-	650	750	950
8.	Prostheses and/or Wheelchair Benefit	-	650	750	950
9.	Ambulance Fee	200	300	500	600
10.	Bereavement Allowance due to Vector-Borne Disease	12,500	16,000	23,000	36,500
11.	Funeral Expenses due to Accident or Vector-Borne Disease	2,000	2,450	3,000	4,500

1. Accidental Death

In the event of an Accident during the Period of Insurance causing an Injury resulting in death of the Insured Person occurring within twelve (12) calendar months from the Date of Accident, the **Company** shall pay the death benefit according to the percentage of the Principal Sum Insured as stated in the Scale of Benefits.

2. Permanent Disablement

In the event of an Accident during the Period of Insurance causing an Injury resulting in Permanent Disablement (verified by a Medical Practitioner) to the Insured Person occurring within twelve (12) calendar months from the Date of Accident, and entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery, the **Company** shall pay the Permanent Disablement benefit according to the percentage of the Principal Sum Insured as stated in the Scale of Benefits.

Scale of Benefits Table		Percentage of Principal Sum Insured
Death by Accident (occurring within twelve (12) calendar months from the Date of Accident)		100%
Permanent Disablement (occurring within twelve (12) calendar months from the Date of Accident)		
- Loss of two Limbs		100%
- Loss of both hands, or of all fingers and both thumbs		100%
- Loss of Hand at wrist		100%
- Any part of leg except toes		100%
- Total paralysis from neck down		100%
Loss of arm	- at shoulder	100%
	- between shoulder and elbow	100%
	- at elbow	100%
	- between elbow and wrist	100%
Eye: Loss of	- whole eyes	100%
	- Sight of one or both eyes	100%
- Total paralysis		100%
- Injuries resulting in being permanently bedridden		100%

Scale of Benefits Table		Percentage of Principal Sum Insured
-	Lens of eye	50%
-	Loss of four fingers and thumb of one hand	50%
-	Loss of four (4) fingers	40%
Loss of thumb	- both phalanges (bones)	30%
	- one phalanx	15%
Loss of index finger	- 3 phalanges	15%
	- 2 phalanges	10%
	- 1 phalanx	5%
Loss of middle finger	- 3 phalanges	8%
	- 2 phalanges	5%
	- 1 phalanx	3%
Loss of ring finger	- 3 phalanges	6%
	- 2 phalanges	5%
	- 1 phalanx	3%
Loss of little finger	- 3 phalanges	5%
	- 2 phalanges	4%
	- 1 phalanx	3%
Loss of metacarpals	- 1st or 2nd (each)	3%
	- 3rd, 4th or 5th (each)	2%
Loss of toes	- all	15%
	- great both phalanges	5%
	- great one phalanx	2%
	- other than great, each toe	1%
Loss of hearing	- both ears	75%
	- one ear	15%
Loss of speech		50%
Coma		100%
Disappearance		100%

Note:

- I. Permanent Total Loss of use of a part of a body shall be treated as a loss of the part of the body.
- II. Aggregate of all percentage payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid during the Period of Insurance, all Insurance hereunder shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the Date of Accident until the expiry of this Policy.
- III. When the Injury is not specified, We will adopt a percentage of disablement under the above scale which is not inconsistent with the provisions of the said benefit.
- IV. The occurrence of any specific loss for which compensation is payable under this part shall at once terminate all insurance under this Policy, but such termination shall be without prejudice to any claim originating but of the accident causing such loss.
- V. Upon certification by a Medical Practitioner that the Insured Person has been in a coma state for at least one (1) year due to an Accident, we will pay one hundred percent (100%) of the Principal Sum Insured. However, the **Company** has the right to recover the payment made if the Insured Person regains consciousness provided that a deduction of ten percent (10%) of the aforesaid payment is recoverable from Insured Person for each year the Insured Person was in a coma state.
3. **Double Indemnity due to Public Conveyance Accident**
We will pay you or your legal representative in the event that you suffer death, total paralysis from neck down or permanent total loss of use of two or more limbs up to the limit specified in the Schedule of Benefit whilst travelling as a fare-paying passenger in a public conveyance or whilst travelling overseas. This benefit will be payable together with Accidental Death or Permanent Disablement benefit shall be doubled.
4. **Daily Hospital Income due to Accident**
We will pay Insured Person up to the amount specified in the Schedule of benefit in the event insured is required

hospitalization for more than 24 hours due to an accident injury. The maximum period payable for this benefit is up to 90 days.

Daily compensation is payable only if the Insured Person is hospitalised within twenty-one (21) days of the Date of Accident. Successive periods of Hospitalisation due to the same cause, shall be considered as one Accident.

5. Medical Expenses

In the event the Insured Person meets an Accident and incurs Medical Expenses due to Accident within the coverage period from the date of the Accident, **We** will reimburse the expenses incurred up to the maximum amount stated in the Policy Schedule per Accident up to 3 claims per annum. The medical and surgical expenses shall be paid by the Insured Person to a dentist, physician or Hospital for treatment of Bodily Injury but excluding the cost of dental treatment unless such treatment is for damage to natural teeth.

Medical expenses shall include fees for medical Report and/or post-mortem Report and follow up treatment. We will reimburse the actual cost in full as part of the Medical Expenses up to the limit specified in the Schedule of Benefit.

Notes: Medical expenses is limited up to 3 claims per annum.

6. Alternative Medicine

We will reimburse the Insured Person the costs of Sinseh or Traditional Treatments incurred by the Insured Person as a result of an Accident up to the limit specified in the Schedule of Benefit.

Note: This is a separate benefit from Medical Expenses

7. Dental Corrective and/or Corrective Surgery

We will reimburse the Insured person up to the amount specified in the Schedule of benefit 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 such Dental Correction and/or Corrective Cosmetic Surgery is recommended/ performed by a licensed Orthodontist or Cosmetic Surgeon

8. Prostheses and/or Wheelchair Benefit

In the event the Insured Person suffers Permanent Disablement due to an accident, we will reimburse the Insured Person, up to the limits stipulated in the Schedule, the actual costs of purchasing a medical equipment such as wheelchair, artificial arm or leg or crutches provided always that such medical equipment is necessary to assist the mobility of the Insured Person and is recommended by the attending Medical Practitioner.

9. Ambulance Fee

We will reimburse the reasonable and Customary Charges up to the amount stated in the Schedule of Benefits for the use of a ground ambulance service by the Insured Person to and/or from the Hospital as a result of an accident bodily injury.

10. Bereavement allowance

We will pay to the Insured's legal representative specified in the Schedule of Benefit, in the event the Death of an Insured Person is directly arising from Dengue Chikungunya, Malaria, Japanese Encephalitis, Zika, Filariasis, Typhus, Plague, Yellow Fever and West Nile Fever upon submission of documents as required by the **Company**.

11. Funeral Expenses

We will pay to the Insured's legal representative the amount specified in the Schedule of Benefit as funeral expenses in the event of death due to accident or Vector-Borne disease of the insured person.

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 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. **Free Look Period**

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 Us or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period.

The Insured Person may write to the Company, requesting for a cancellation provided such request for cancellation is furnished by the Insured Person to the Company within the Free Look Period. The Insured Person is entitled to a refund of the full premium provided no claim has been made.

Note: Free-Look Period only applicable for first (1st) year policy.

4. **Grace Period**

In respect of coverage with "Grace Period" provision up to 30 days after the premium due date. The premium may be made without penalty while keeping the policy in force.

This insurance is automatically null and void if this condition is not complied with.

SECTION E EXCLUSIONS

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

1. Caused or contributed by **Pre-existing** Medical conditions as specifically defined above, diseases or illness caused by harmful insects, mosquitoes, snake or animal bites, and death from drugs.
2. Caused or contributed by injury arising from engaging in (or practicing for or taking part in training peculiar to),
 - Racing of any kind (other than on foot) or trial of speed or reliability.
 - Mountaineering or rock or cliff climbing necessitating the use of ropes or guides.
 - Hang gliding
 - Diving
 - Parachuting
 - Winter sports
3. Injury or illness caused or contributed by
 - (a) Suicide or intentional self-injury.
 - (b) Pre-existing physical or mental defect or infirmity.
 - (c) Provoked murder or assault;
 - (d) Pregnancy or childbirth unless caused solely and directly by the Accident.
 - (e) AIDS or any related diseases, immunodeficiency disorder or tested positive on an Aids-related blood test.
 - (f) 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.
 - (g) Mental or nervous disorders or treatment of alcoholism or intoxication.
4. Insured Person who is more than sixty (60) years old.

5. Sustained by the Insured Person while engaged in private flying or other aerial activity except as a fare-paying passenger in any commercial scheduled airline licensed to carry passenger over established routes.
6. Caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
7. Illness or Injury arising from or in consequence of nuclear reaction, nuclear radiation or radioactive contamination.
8. No compensation will be made for any form of sickness, disease and illness in the event of it being declared as a Pandemic by the Government or Authorities of the country/ area.
9. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
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:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems

and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

12. Pandemic Exclusion Clause

1. This **Policy** shall exclude all losses arising out of, contributed to by, or resulting from any pandemic. Hereby the contributory cause of a pandemic is sufficient.
2. Pandemic according to paragraph 1 are all diseases or pathogens declared as such by the World Health Organization (WHO). This exclusion applies from the date on which the World Health Organization (WHO) declares the pandemic.
3. If the **Company** allege that by reason of this exclusion any loss is not covered by this **Policy**, the burden of providing the contrary shall be upon the **Insured**.

Subject otherwise to the terms and conditions of this **Policy**.

SECTION F CONDITIONS

1. Eligibility - Enrolment

The Insured Person must be:

- i) Malaysian citizen; Permanent Resident, or foreign residents/ foreign nationals with valid Work Permit/ Employment Pass or otherwise legally employed in Malaysia.
- ii) Between the ages of 18 and 60 years old at the date of the Policy inception and is free from physical defects and in normal health.
- iii) This policy cover an Insured Person is renewable up to age 65 years old.
- iv) The maximum number of Policy(ies) that can insured by any **Insured Person** is one (1) policy. In the event there is more than one insurance, **We** are liable to pay on one policy only, which ever sum assured is higher.

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

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

4. Alteration of Risks

(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 that is stated in the **Proposal** or subsequent endorsement for this Policy without first notifying **Us** and obtaining written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premium as **We** may require as the consideration for such agreement), then no claim shall be payable in respect of any **Injury** arising out of or in the course of such occupation.

(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.

5. Currency and Exchanged Rates

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

6. Renewal

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

(b) Premium Rate upon Renewal

Premium rates are not guaranteed. **We** reserve the right to revise the premium at the time of renewal based on the portfolio claims experience. The revision could arise from the deterioration in claims experience or changes in benefits.

These conditions are not exhaustive and the premium rates may be reviewed under other justified circumstances. A thirty (30) days' written notice will be provided to the Policyholder prior to the change.

7. Reinstatement

Policy may be reinstated at Our 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.

8. Claim Procedures

(a) Time of Notice of Claim

Written notice of **Injury** on which claim may be based must be given to **Us** within 30 days after the **Date of Accident** causing such **Injury** or as soon as possible as the situation permits. In the event of **Accidental** death, immediate notice thereof must be given to **Us**.

(b) Claims Through the Named Insured

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

(c) Forms for Proof of Loss

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

(d) Time for Filing Proof of Loss

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

9. Claim Documents

General Claim Documents:

For all claims:-

- a) Completed Claim Form
- b) Copy of Identity Card of Claimant

For Fatal claims:-

- a) Copy of Identity Card of Beneficiary
- b) Proof of Relationship with Beneficiary

For Motor Vehicle Accident (MVA):-

- a) Copy of Police Reports
- b) Copy of Driver's License

The remaining prerequisite documents is based on the Benefits claimed below:-

No.	Benefits	Claim Documents required
1.	(a) Accidental Death/ Funeral Expenses (b) Double Indemnity due to Public Conveyance Accident	- Certified True Copy (CTC) of Death Certificate - Copy of Post-Mortem Report - Copy of Burial Certificate, if burial - Copy of Fare Ticket/Receipt as proof of payment for said Public Conveyance
2.	Permanent Disablement	- Copy of Medical Report issued by doctor/ physician stating the permanent disablement suffered
3.	(a) Medical Expenses due to accident (b) Alternative Medicine (c) Dental Corrective and Corrective Surgery (d) Prostheses and/or Wheelchair Benefit	- Original Bills and Medical Receipts - Copy of Medical Report stating the accident and treatment received from hospital or clinic - Letter of Referral or Recommendation for (c) and (d)
4.	Daily Hospital Income Allowance due to Accident	- Copy of In-patient Discharge Summary stating the final diagnosis - Copy of Inpatient Bill showing the admission and discharge date & time
5.	Ambulance Fee	- Original Receipt for Ambulance fees - Copy of Medical Report stating the accidental bodily injury
6.	Bereavement Allowance/ Funeral Expenses	- Certified True Copy of Death Certificate by Commissioner of Oath - Copy of Medical Report, if death certificate did not indicate cause of death being Dengue Chikungunya, Malaria, Japanese Encephalitis, Zika, Filariasis, Typhus, Plague, Yellow Fever and West Nile Fever

Note: The above list is not exhaustive and is on a case to case basis. The Company reserves the right to request for any relevant document(s) as may be applicable and reasonable to support an Insured Person's/ Claimant's claim.

10. Medical Examination

We shall have the right and opportunity to examine the **Insured Person** as often as it may reasonably require during the pendency of claim hereunder and also the right and opportunity to carry out an autopsy in case of death where it is not forbidden by law.

11. Overseas Resident

Only Death and Permanent Disablement Benefits will be payable should the Insured Person resides outside of Malaysia, Singapore and Brunei for more than ninety (90) consecutive days.

12. Immediate Payment of Indemnities

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

13. To whom Compensation is Payable

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

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

14. Rights of Beneficiary

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

15. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this insurance product.

Cancellation of the portfolio as a whole shall be given by written notice to the Insured Person and We will run off all policies to expiry of the period of cover within the portfolio.

16. 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.

17. 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.

18. Contribution

If at the time of any claim arising under this Policy, there shall be any other insurance whether with this **Company** or otherwise covering the same risk or any part thereof the **Company** shall not be liable for more than its rateable proportion thereof. Subject always to the Limit of Liability as stated in this Policy.

19. Ownership of Policy

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

20. Misstatement of Age

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

21. Sufficiency of Notice

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

22. Subrogation

If the **Company** shall become liable for any payment under this Policy, the **Company** shall be subrogated to the extent of such payment to all the rights and remedies of the Insured Person against any party and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give or cause to be given to the **Company** all such assistance in his/her power as the **Company** shall require to secure the rights and remedies and at the **Company's** request shall execute or cause to be executed all documents necessary to enable the **Company** to effectively bring a suit in the name of the Insured Person.

23. Cancellation

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

Period of Insurance	Percentage of Premium Refund
Within 15 day - Free Look Period*	100%
Not exceeding one calendar month	75%
Exceeding 1 month but up to 3 months	50%
Exceeding 3 months but up to 6 months	25%
Exceeding 6 months but up to 9 months	10%
Exceeding 9 months	0%

* Applicable for 1st year New Policy only.

24. Automatic Termination of Coverage

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

- On the premium due date when any premium is not paid;
- On the date when the **Insured Person** attains sixty-one (61) years of age;
- the date of the **Accident** resulting in any of the accidental loss of which one hundred percent (100%) of the sum insured of **Accidental Death** or Permanent Disablement of this Policy is paid or payable;
- the date of death of the **Insured Person**;
- the date this Policy is terminated or cancelled under Conditions No. 23.

In any event, coverage for the Insured Person shall terminate when this Policy terminates.

25. Sanction Limitation and Exclusion

We shall not be liable to pay any benefit under this Policy to the extent that such cover, payment of such claim or such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Malaysia.

IMPORTANT NOTICE

- For **Your** own protection, **You** are particularly advised to read **Your** Policy and, if incorrect, to return it for alteration. Also, if **You** have other Insurance in force on the same property, to see that all the Policies describe it in similar terms.
- 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.
- 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 eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If **you** are not satisfied with our response or decision, **you** may submit your complaint to the avenues below. Kindly check with our **Company's** Complaints Unit on the proper avenue for dealing with **your** complaint.

a) Customer Service Executive, Customer Contact Centre Liberty General Insurance Berhad

Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel. No.: 03-2268 3333 or 1 800 88 3833
E-mail : customer@kurnia.com
Website : www.kurnia.com

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. : 1 300 88 5465 (BNMLINK)
Fax No. : 03-2174 1515
e-Link : bnmlink.bnm.gov.my
E-mail Address : bnmlink@bnm.gov.my
Website : www.bnm.gov.my

c) Financial Markets Ombudsman Service (FMOS) (Formerly known as Ombudsman for Financial Services)

Company No. : 200401025885
General Line : +603-2272 2811
Address : Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Website : www.fmos.org.my