

## PERFECT 10 PERSONAL ACCIDENT INSURANCE POLICY

**WHEREAS** the Insured by an application and declaration which are duly incorporated herein has applied to **Liberty General 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 Insured in the manner and to the extent hereinafter provided:

### For the purposes of this policy

Insured shall mean a person or a corporate body as described in the Schedule / Certificate of Insurance to whom this Policy has been issued in respect of cover for the Insured Person(s).

Insured Person shall mean the person(s) named or described in the Schedule / Certificate of insurance / Endorsement as the Insured Person and who must be a Malaysian, permanent resident of Malaysia, work permit holder in Malaysia and their spouse and children who are legally residing in Malaysia.

## SECTION 1 - PERSONAL ACCIDENT

**THE COMPANY** hereby agrees with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company shall agree to accept the premium for the renewal of this Policy the Insured Person 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 death or disablement the Company will pay the sum or sums of money stated in the Schedule and in accordance to the Table of Benefits provided in this Policy.

### PROVIDED ALWAYS THAT:

1. No sum stated in the Schedule shall be payable:
  - a. under Benefits A and B unless the death or disablement occurs within twelve (12) calendar months of the happening of the Bodily Injury.
  - b. under Benefit C unless the medical treatment provided is from a qualified and registered medical practitioner.
  - c. under Benefit D unless each hospital confinement period is for a minimum eight (8) consecutive hours.
  - d. under Benefit E unless the Insured is certified by a qualified and registered medical practitioner to be unfit to work and necessarily and reasonably to be on medical leave.

- e. under Benefit F unless death by accident occurs outside Malaysia and upon valid claims under Benefit A (Accidental Death).
  - f. under Benefit G unless surgical operation is performed within six (6) calendar months from the date of accident.
  - g. until the total amount of compensation shall have been ascertained and agreed.
2. With respect to Accidental Death and Permanent Disablement benefits, the aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total 100% having been paid all insurance hereunder shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage under Benefits A (Accidental Death) and B (Permanent Disablement) by that amount from the date of accident until the expiration of the Policy.
  3. The sum payable under Benefit B shall be equal to the percentage of Sum Insured as specified in the Schedule.

## SPECIAL CONDITIONS APPLYING TO SECTION 1 - PERSONAL ACCIDENT COVER

1. All certificates, accounts receipts, information and evidence required by the Company shall be furnished at the expense of the Insured / Insured Person or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
2. On the happening of any Accident for which compensation is payable under this Policy the Insured / Insured Person shall immediately employ the services of a qualified and registered medical practitioner and undergo any treatment such practitioner shall deem necessary.
3. The Insured/Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense.
4. The Company shall in the case of the death of the Insured / Insured Person be entitled to have a post-mortem examination at its own expense.
5. Any claim due and payable under this policy where applicable, will be paid to the named beneficiary(ies) or nominee(s) in the Policy or to his / her legal representatives where the Insured has insurable interest. However, where the Insured has no insurable interest in the life of the Insured Person, all payment of claims due and payable hereunder shall be made to the Insured Person or to his / her legal representatives.

**Liberty General Insurance Berhad 197801007153 (44191-P)**  
*Formerly known as AmGeneral Insurance Berhad*

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(Service Tax Registration No.: B16-1808-31015443)

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### TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT	COMPENSATION Percentage (%) of Principal Sum Insured
<b>A. ACCIDENTAL DEATH</b> (Occurring within 12 calendar months of Bodily Injury)	100
<b>B. PERMANENT DISABLEMENT</b> (Occurring within 12 calendar months of Bodily Injury) resulting in:	
1) Total Permanent Disablement from engaging in or attending to employment/occupations of any kind	100
2) Total paralysis or permanently bedridden	100
3) Loss of a) one hand or arm	100
b) one foot or leg	100
c) all sight in one or both eyes	100
4) Loss of a) hearing in both ears	75
b) hearing in one ear	15
c) speech	50
5) Loss of a) four fingers and thumb of one hand	50
b) four fingers of one hand	40
6) Loss of thumb	25
- both phalanges	10
- one phalanx	10
7) Loss of index finger	10
- three phalanges	8
- two phalanges	8
- one phalanx	4
8) Loss of middle finger	6
- three phalanges	4
- two phalanges	4
- one phalanx	2
9) Loss of ring finger	5
- three phalanges	4
- two phalanges	4
- one phalanx	2
10) Loss of little finger	4
- three phalanges	3
- two phalanges	3
- one phalanx	2
11) Loss of toes	15
- all of one foot	5
- great, both phalanges	5
- great, one phalanx	2
- other than great, if more than one toe lost, each	1
<b>C. Medical Expenses</b>	
The Company will pay up to plan/limit selected per accident for actual expenses incurred for hospital (including room and board), medical and surgical treatment (excluding Benefit G), traditional treatment of RM30.00 per visit, subject to a maximum of RM300.00 per accident and government/service tax.	
<b>D. Hospital Income</b>	
The Company will pay up to plan/limit selected for the period the Insured Person is confined in a hospital for treatment of bodily injury resulting from an accident. The maximum period payable for this benefit is fifty two (52) weeks.	
<b>E. Post Hospitalisation Allowance</b>	
The Company will pay up to plan/limit selected per week. Post Hospitalisation Allowance is payable from date of discharge up to four (4) times of duration of hospitalisation (duration of benefit payable under Benefit D) for treatment of bodily injury or medical leave certified by a qualified and registered medical practitioner whichever is lesser.	

- F. Repatriation Expenses (death outside Malaysia)**  
The Company will pay up to RM5,000.00 to the Insured Person's next-of-kin or legal representative if death is resulted outside Malaysia and upon valid claims under Benefit A (Accidental death). This benefit shall be limited to the actual expenses reasonably incurred for transportation of the Insured Person's mortal remains from the place of death to Malaysia.
- G. Corrective Dental & Cosmetic Surgery (within six (6) calendar months from date of accident).**  
The Company will pay up to RM5,000.00 per accident for Corrective Dental and Cosmetic Surgery if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon after an accidental bodily injury. This benefit shall be limited to the actual expenses reasonably incurred for such treatment.
- H. Bereavement Allowance of RM2,000.00 is payable upon valid claims under Benefit A (Accidental death).**
- I. Ambulance Fees**  
The Company will pay up to RM500.00 per accident for expenses incurred for necessary medical ambulance transportation to a local hospital.

Permanent Total Loss of use of a part of a body shall be treated as a loss of the part of the body. 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.

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

## 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 person arising from Strike, Riot and Civil Commotion caused directly by:

- 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).
- 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.
- The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- 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 person 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 person 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 and civil commotion.

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### 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 Person against death or disablement arising out of or resulting from accidental food poisoning or other similar misfortune with or without any sign of external or violent visible injury.

### DROWNING

It is hereby declared and agreed that this Policy is extended to cover the Insured Person 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 Person is engaged in indoor or outdoor sports as an amateur except as stated under 3(a) of Special Exclusion Applying To Section 1.

### MURDER AND ASSAULT

Notwithstanding anything to the contrary 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 Person in the Schedule, excluding death or bodily injury sustained where the insured person was committing or intended to commit such act therein.

### INSECT, SNAKES, VERMIN, ANIMALS BITES

It is hereby declared and agreed that this Policy is extended to cover insect, snakes, vermin, animal bites excluding disease or illness caused by parasite, bacteria, or viruses carried by insects such as mosquitoes and the like, snake or animal.

### 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 Person 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 Person 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 Person 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, windstorm, flood, volcanic eruption, lightning, hurricane, cyclone, typhoon and tidal wave.

### 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 Person 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 person died of exposure as a result of an accident.

### MOTORCYCLING

It is hereby declared and agreed that this Policy extends to cover Insured Person 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, pacemaking or participation of the Insured Person in any speed contest reliability or other trials.

### HUNTING

It is hereby declared and agreed that this Policy extends to cover the Insured Person against death or disablement whilst engaged in hunting, provided approval/permits/licence from the relevant authorities have been obtained and the Insured Person 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 deemed to cover death or disablement to Insured Person 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 death and disablement to the Insured Person 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 weapons 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.

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### SPECIAL EXCLUSIONS APPLYING TO SECTION 1- PERSONAL ACCIDENT COVER

This Policy does not cover death or disablement caused by or arising out of:

1. suicide (whether felonious or not) or any attempt thereat or self-injury, pregnancy or childbirth unless caused solely and directly by the accident, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a qualified and registered medical practitioner, the committing or attempt to commit any unlawful act.
2. the Insured Person 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 Person engaging in:
  - a. water-skiing, underwater activities involving use of underwater breathing apparatus (except scuba diving), mountaineering necessitating on 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.

### SECTION II- PERSONAL LIABILITY COVER

#### THE INDEMNITY:

Subject to the Limit of Liability stated in this Policy the Company will indemnify the Insured Person in respect of:

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

In respect of a claim against the Insured Person for compensation to which the Indemnity expressed in this Policy applies.

In the event of death of the Insured Person the Company will in respect of the liability incurred by the Insured Person indemnify the Insured Person's legal representatives who shall as though they were the Insured Person observe fulfil and be subject to the terms exceptions and conditions of this Policy so far as they can apply.

#### LIMIT OF LIABILITY

The Policy will indemnify up to an amount not exceeding Malaysian Ringgit One Hundred Thousand (RM100,000.00) any one accident and any one Period of Insurance.

#### TERRITORIAL LIMITS

Worldwide Cover Excluding USA and Canada.

### SPECIAL EXCLUSIONS TO SECTION II- PERSONAL LIABILITY COVER

The indemnity expressed in this Policy shall not apply to or include:

1. Liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person notwithstanding such agreement.
2. Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured Person or for compensation claimed from the Insured Person by an injured person or dependent under any Workmen's Compensation Legislation.
3. Liability in respect of injury to any person who is a member of the Insured Person's own family or a member of the Insured Person's household.
4. Liability in respect of injury or damage to property belonging to or in the charge or under the control of the Insured Person or of any servant or agent of the Insured Person.
5. 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 Person of any animal (other than a dog or cat), aircraft, motor vehicle, vessel arms of all types or craft of any kind.
  - b. the ownership possession or use by or on behalf of the Insured Person of any land or building.
  - c. any employment profession or business of the Insured Person or anything done in connection therewith or for the purpose thereof.

### GENERAL EXCLUSIONS - THESE APPLY TO BOTH SECTION I & II

This Policy does not cover death or disablement or liability of whatsoever nature resulting from or arising from or any consequential loss:

1. directly or indirectly caused by or contributed by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power.
2. directly or indirectly caused by or contributed by or arising from ionisation, 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.
3. directly or indirectly caused by or contributed by or arising from nuclear weapons material.
4. directly or indirectly 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.
5. Cyber Loss Limited Exclusion Clause
  - a. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.

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- b. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:
  - i. the use or operation of any Computer System or Computer Network;
  - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - iii. access to, processing, transmission, storage or use of any Data;
  - iv. inability to access, process, transmit, store or use any Data;
  - v. any threat of or any hoax relating to i. to iv. above;
  - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
- c. 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.
- d. 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.
- e. Data means information used, accessed, processed, transmitted or stored by a Computer System.

### GENERAL CONDITIONS - THESE APPLY TO BOTH SECTION I & II

This Policy and Schedule shall be read together as one contract and constitutes the entire 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.

#### 1. CONDITION PRECEDENT TO LIABILITY

The Insured/Insured Person 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 Insured/Insured Person and which affects the liability of the Company to make payment under this Policy.

#### 2. NOTICE

All notices required to be given by the 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 the Company.

#### 3. CANCELLATION OF INSURANCE

The Company may at any time by giving seven (7) days notice to the Insured by Registered Letter at the Insured's last known address be at liberty to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled at any time by the Insured on seven (7) days notice to the Company and in such event the Insured shall be entitled to a return of the premium less premium at the Company's short period rates for the time the Policy has been in force during the current Period of Insurance.

There shall be no refund for cancellation of Policy by either the Insured or the Company under the following circumstances:

- a. this Policy is paid under monthly premium payment mode, or
- b. if the amount to be refunded is less than Ringgit Malaysia Ten (RM10.00), or
- c. in a situation that falls under 100% of premium to be charged under the short period rates, or
- d. Claim has been made during the current Period of Insurance.

#### 4. CHANGE IN RISK

The Insured/ Insured Person shall give immediate notice to the Company of any change of address, country of domicile, occupation pursuits or any injury, disease, physical defect or infirmity by which the Insured/ Insured Person has become affected and also notice of any other Insurance (excepting Coupon or in connection with a Motor Insurance Policy) effected against accident or incapacity.

#### 5. INTERESTED PARTIES

The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured/Insured Person 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 Insured/ Insured Person or of the Insured's/ Insured Person's legal representative(s) alone shall be an effectual discharge.

#### 6. MISREPRESENTATION/FRAUD

This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured/Insured Person, which the Insured/Insured Person 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.

#### 7. CLAIMS

Upon the happening of any accident likely to give rise to a claim under this Policy the Insured/ Insured Person shall within fourteen (14) calendar days after the happening of the accident give notice to the Company with full particulars of the accident and injury.

After the occurrence of any accident under which a claim has arisen or may arise the Insured/ Insured Person 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.

The Insured/ Insured Person shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled to if it so desires to take over and conduct in the name of the Insured/ Insured Person the defence of any claim or to prosecute in the name of the Insured/ Insured Person at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any

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persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claims and the Insured/ Insured Person shall give all such information and assistance as the Company may require.

The Death of the Insured Person shall be established by an Official Death Certificate or in the event of his/ her disappearance following an accident, by a Court presuming his/ her death.

### 8. PERSONAL LIABILITY

If the Insured Person has two or more policies covering Personal Liability with the Company the maximum liability payable under all the policies shall not exceed RM100,000 any one accident and any one Period of Insurance.

### 9. CONTRIBUTION

If at the time of any claim arising under Section II of 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

### 10. 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 been 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 Insured/Insured Person 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.

### 11. 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.

### 12. PERIOD OF COVER AND RENEWAL CONDITION

This Policy is renewable from year to year by mutual agreement between the Insured 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 Insured Person, or
- c. the Insured Person has claimed on Permanent Disablement Benefit, or
- d. the Insured Person attains the coverage age limit specified.

### 13. DUTY OF DISCLOSURE

#### Consumer Insurance Contracts

- a. Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance wholly for purposes unrelated to the insured's trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- b. The Insured Person also has duty to tell Us immediately, if at any time, after this Policy contract has been entered into varied or renewed with Us, any of the information given for this Policy contract is inaccurate or has changed.

### 14. SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not be liable to pay any benefit under this policy to the extent that such cover, payment of 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 regulation of the European Union, United Kingdom or United States of America or Malaysia.

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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 Insured in the Auto Renewal Instruction Form, or as subsequently instructed by the Insured 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 Insured'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

- 1) This Policy shall terminate immediately on the termination of the Insured's Nominated Account to which premium payable for this policy is charged.
- 2) 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 BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:-
  - (a) Complaints Management Unit  
Liberty General Insurance Berhad  
Customer Service Executive, Customer Contact Centre  
Liberty Insurance Tower,  
CT9, Pavilion Damansara Heights,  
3, Jalan Damanlela  
Pusat Bandar Damansara,  
50490 Kuala Lumpur  
Tel : +603-2268 3333 or 1800 88 3833  
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) BNMLINK (Laman Informasi Nasihat dan Khidmat)  
Bank Negara Malaysia  
4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel. No. : +603-2698 8044 (General Line) / 1 300 88 5465 (BNMLINK)  
Fax No. : +603-2174 1515  
e-Link : bnmlink.bnm.gov.my  
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Website : www.bnm.gov.my
3. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).