

# Essential Plus Personal Accident Individual Personal Accident

Policy Wording

CHUBB®

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# Essential Plus Personal Accident

## Policy Wordings

Please review this Policy and return to Us immediately if any errors are found.

In consideration of payment of Premium, We will insure the Insured Person to the extent provided in this Policy and shown in the Policy Schedule, subject to the definitions, provisions, conditions, and general exclusions contained in this Policy and any subsequent Endorsements (if any).

This Policy shall become effective at 12.01 A.M. Malaysian time on the date specified in the Period of Insurance shown in the Policy Schedule.

## Section 1 : General Definitions

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For the purposes of this Policy, the following definitions apply:

**Accident or Accidental** means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person.

**Accidental Death** means death occurring as a result of a Bodily Injury.

**Benefit(s)** means the respective benefit(s), as stated in Your Policy Schedule, payable by Us under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.

**Bodily Injury** means Accidental injury sustained by the Insured Person resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means.

**Commencement Date** means the time You pay the Premium to Us and is issued a Policy Schedule. For renewal, the Commencement Date is the date when the Policy is renewed as shown on the Policy Schedule for the renewal.

**Confined or Confinement** means Confinement for a continuous uninterrupted period of at least twenty-four (24) hours in a Hospital as a resident bed patient upon the advice of and under the regular care and attendance of a Physician.

**Dependent Child** means the Policyholder's unmarried lawful child or children (including step or legally adopted children) who must be eligible for the cover under the Policy and named as the Insured Person in the Policy Schedule.

**Endorsement** means a written alteration to the terms of the Policy.

**Fingers, Thumbs Or Toes** means the digits of a Hand or Foot.

**Foot** means the entire foot below the ankle.

**Hand** means the entire hand below the wrist.

**Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meets the following requirements:

- a) operates primarily for the reception, care and medical care and treatment of sick, ailing or injured persons on a resident in patient basis;
- b) admits resident in patient only under the supervision of a Physician or Physicians, one of whom is available for consultation at all times;
- c) maintains organised facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or facilities controlled by the establishment;
- d) provides full time nursing services by and under the supervision of a staff of nurses;
- e) has a staff of one or more licensed Physicians;
- f) is not primarily a clinic, nursing, rest or convalescent home or home for the aged or place for alcoholics or drug addicts or similar establishment or a special unit of a Hospital used primarily for such purposes;
- g) is not a mental institution or an institution confined primarily to the treatment of psychiatric disease including sub-normality or the psychiatric department of a Hospital; and
- h) it does not include inter alia, a health hydro or nature cure clinic.

**Insured Person** means the person named or described as the Insured Person in the Policy Schedule and with respect to whom Premium has been paid and covered under the Policy.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Loss** means in connection with:

- a) Limb, Permanent physical severance or Permanent total Loss Of the Use of the Limb;
  - b) an eye, total and Permanent loss of sight in the eye;
  - c) hearing, total and Permanent loss of hearing;
  - d) speech, total and Permanent loss of the ability to speak;
  - e) Hand, Foot, Fingers, Thumbs or Toes, Loss Of Use of or Permanent severance through or above a metacarpophalangeal or metatarsophalangeal joint.
- and which in each case is caused by Bodily Injury.

**Loss Of Use** means permanent and total loss of the use of the Limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability of the Insured Person.

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

**Malaysian Resident** means Malaysia citizen or Malaysia permanent resident.

**Medical Expenses** means Usual, Reasonable and Customary Medical Expenses incurred for treatment in respect of You as a result of a Bodily Injury for:

- a) medical, surgical, hospital and nursing treatment prescribed by a Physician; and
- b) dental charges to restore sound and natural teeth resulting from an Accident.

**Period Of Insurance** means the period shown on the current Policy Schedule or any subsequent Endorsement(s), if any, for which cover applies under this Policy.

**Permanent** means having lasted for a continuous and uninterrupted period of twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**Permanent Disablement** means disablement that results solely, directly and independently of all other causes from Bodily Injury and which occurs within three hundred and sixty-five (365) consecutive days of the Accident in which Bodily Injury was sustained and;

- a) falls into one of the categories listed under the Table of Benefits under Part A; and

b) is a disablement which, having lasted for a continuous and uninterrupted period of at least three hundred and sixty-five (365) consecutive days, is at the expiry of that period, beyond hope of improvement.

**Permanent Total Disablement** means where in the opinion of a Physician:

- a) the Insured Person is entirely and continuously unable to engage in, perform or attend to any gainful employment, or business or any and every kind for the remainder of his/her life; and
- b) the above disability is Permanent.

**Physician** means a legally registered practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practising within the scope of his/her licensing and training in the geographical area of practice. A Physician cannot be the Insured Person and/or the Insured Person's relatives.

**Policy** means this wording, the current Policy Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements).

**Policyholder** means the person or the entity to whom this Policy is issued in respect of cover for person(s) specifically identified as Insured Person under this Policy and who pays Premium to Us in respect of the Insured Person.

**Policy Schedule** means the relevant Policy Schedule issued by Us to You.

**Pre-Existing Medical Condition** means any condition that the Insured Person has reasonable knowledge of prior to or at the Commencement Date. The Insured Person may be considered to have reasonable knowledge of a Pre-Existing Medical Condition where the condition is one for which:

- a) the Insured Person has received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

**Premium** means the premium as shown in the Policy Schedule and/or any other premiums charged during the Period of Insurance that are payable in respect of the Policy by You.

**Renewal Date** means the Commencement Date and subsequently, the same day of each successive year on the expiry of the Period of Insurance.

**Schedule of Benefits** shall mean the document incorporated in and forms part of this Policy which outlines the Benefits and its respective limit.

**Sickness, Disease Or Illness** means a physical condition marked by a pathological deviation from the normal healthy state.

**Spouse** means the Policyholder's legal husband or wife under the Malaysia laws and eligible for the cover provided under the Policy and named as the Insured Person in the Policy Schedule.

**Sum Insured** means the Benefit amount payable by Us as stated in the Schedule of Benefits.

**Temporary Partial Disablement** means where, certified by a Physician, the Insured Person is temporarily unable to engage in or attend to a substantial part of his/her usual business duties or gainful employment, while he/she is under the regular care of and acting in accordance with the instructions or advice of a Physician.

**Temporary Total Disablement** means where, certified by a Physician, the Insured Person is temporarily unable to engage in or attend to his/her usual business duties or gainful employment, while he/she is under the regular care of and acting in accordance with the instructions or advice of a Physician.

**Usual, Reasonable and Customary Medical Expenses** means charges for treatment, supplies or medical services medically necessary to treat the Insured Person's condition resulting from a Bodily Injury, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the

locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

**We/Our/Us** means Chubb Insurance Malaysia Berhad, Registration Number: 197001000564 (9827-A), Wisma Chubb, 38 Jalan Sultan Ismail, 50250 Kuala Lumpur who is the insurer/issuer of this Policy.

**You/Your** means the Policyholder and/or the Insured Person, as the context may require.

## Section 2 : Eligibility

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To be eligible for cover under this Policy, the Insured Person must be :

- a) a Malaysian Resident, a Malaysian work permit holder, or otherwise legally employed in Malaysia, and where it is a Spouse and/or Dependent Child, who are legally residing in Malaysia, if specifically named in the Policy Schedule; and
- b) aged between eighteen (18) and seventy-five (75) years old at the date of inception of the Policy, with renewal option up to one hundred (100) years old except for Dependent Child who must be either over twenty-nine (29) days but under nineteen (19) years old, or under twenty-three (23) years old and a full-time student at a recognised school, college or university on the Commencement Date.

### Age Limitations

Notwithstanding anything else to the contrary that is stated under clause b) above :

- a) In respect to each Insured Person between the ages of eighty-one (81) and one hundred (100) years old :
  - (i) limited to Plan 1 only; and
  - (ii) not eligible for Optional Benefit (1) – Weekly Benefits,
- b) In respect to each Dependent Child:
  - (i) limited to Plan 1 or 2 only; and
  - (ii) not eligible for Optional Benefit (1) – Weekly Benefits,
- c) In respect to Optional Benefit (1) - Weekly Benefits, the maximum age of each Insured Person is up to seventy (70) years old only.

## Section 3 : General Exclusions

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This Policy does not cover, and We will not in any event be liable to pay any claims under this Policy arising directly or indirectly from, caused by, a consequence of, in connection with or contributed by any of the following:

- a) insanity, deliberate self-inflicted injury or any attempt thereat, suicide or any attempt thereat; or
- b) committing or attempting to commit any criminal or illegal act, malicious or deliberate act, including resistance to arrest and road traffic offences; or
- c) intoxicating by alcohol or drugs, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Physician and taken in accordance with the Physician's advice; or
- d) driving/riding without a valid license; or
- e) the Insured Person engaging in any professional sport, meaning his/her livelihood is substantially dependent on income received as a result of him/her playing sport; or
- f) engaging in any motor sports as a rider, driver and/or a passenger; or
- g) war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot or civil commotion, military or popular uprising; or
- h) engaging (on duty) in naval, military and/or air force, fireman, law enforcement services or operations, other than 'rukun tetangga' or community policing; or

- i) travelling in an aircraft as a pilot or crew member (on active duty) of any aircraft, or engaging in any aerial activity, including parachuting and hang-gliding, except as a passenger in any properly licensed aircraft; or
- j) Pre-Existing Medical Conditions; or
- k) Sickness, Illness Or Disease caused by bacterial or viral infection, even if contracted by accident, other than bacterial infection that is the direct result of an accidental cut or wound or accidental food and drink poisoning; or
- l) Sickness, Illness Or Disease caused by mosquito or insect bites including dengue, malaria, Japanese encephalitis or chikungunya, unless stated otherwise in the Policy; or
- m) any condition which is, results from or is a complication of infection with a venereal disease; or
- n) any condition which is, results from or is a complication of congenital conditions or deformities; or
- o) any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression; or
- p) complication of pregnancy, childbirth, miscarriage or abortion; or
- q) acupuncture treatment; or
- r) liability assumed by the Insured Person by agreement unless such liability would have attached to him/her notwithstanding such agreement; or
- s) liability in respect of injury to any person who at the time of sustaining such injury is engaged in the Insured Person's service or for compensation claimed from him/her by an injured person or dependent under any Workmen's Compensation legislation; or
- t) liability in respect of injury to any person who is a member of the Insured Person's own family or a member of his/her household; or
- u) liability in respect of damage to property belonging to or in the charge of or under the control of the Insured Person's or any of his/her servant or agent; or
- v) liability in respect of injury or damage caused by or in connection with or arising from :
  - (i) the ownership or possession or use by or on behalf of the Insured Person of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
  - (ii) the ownership or possession or use by or on behalf of the Insured Person of any land or building; or
  - (iii) any employment, profession or business of the Insured Person or anything done in connection therewith or for the purpose thereof.

## Section 4 : Benefits

### Basic Benefits

#### *Part A – Accidental Death And Permanent Disablement Benefits*

If during the Period of Insurance, the Insured Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the event(s) listed in the Table of Benefits below, We will pay the corresponding Benefit shown in the Table of Benefits, provided the event occurs within twelve (12) months of the date of the Bodily Injury.

Table of Benefits		Percentage of Limit
Note : The following event(s) must occur within twelve (12) months of the date of the Bodily Injury		The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits against Part A – Accidental Death and Permanent Disablement for each Insured Person
1.	Accidental Death	100%
2.	Permanent total Disablement	100%
3.	Permanent & total paralysis of all Limbs	100%

4.	Loss of or Permanent total Loss of both Hands and Feet	100%
5.	Loss of or Permanent total Loss of one (1) Hand or one (1) Foot	100%
6.	Permanent total Loss of entire Sight of one (1) eye or both eyes except perception of light	100%
7.	Total & Permanent Loss of speech & hearing	100%
8.	Total & Permanent Loss of hearing in a. both ears b. one (1) ear	75% 25%
9.	Total & Permanent Loss of speech	50%
10.	Total & Permanent Loss of lens of one (1) eye	50%
11.	Loss of or Permanent total Loss Of Use of one (1) thumb a. both right phalanges b. one (1) right phalanx c. both left phalanges d. one (1) left phalanx	30% 15% 25% 10%
12.	Loss of or Permanent total Loss of four (4) fingers & thumb of a. right hand b. left hand	70% 50%
13.	Loss of or Permanent total Loss of four (4) fingers of a. right hand b. left hand	40% 40%
14.	Loss of or Permanent total Loss Of Use of fingers a. three (3) right phalanges - index finger three (3) right phalanges - middle finger three (3) right phalanges – ring finger three (3) right phalanges – little finger b. two (2) right phalanges - index finger two (2) right phalanges - middle finger two (2) right phalanges – ring finger two (2) right phalanges – little finger c. one (1) right phalanx - index finger one (1) right phalanx - middle finger one (1) right phalanx – ring finger one (1) right phalanx – little finger d. three (3) left phalanges - index finger three (3) left phalanges - middle finger three (3) left phalanges – ring finger three (3) left phalanges – little finger e. two (2) left phalanges - index finger two (2) left phalanges - middle finger two (2) left phalanges – ring finger two (2) left phalanges – little finger f. one (1) left phalanx - index finger one (1) right phalanx - middle finger one (1) right phalanx – ring finger one (1) right phalanx – little finger	10% 10% 10% 10% 8% 7.5% 7.5% 7.5% 5% 5% 5% 5% 10% 7.5% 7.5% 7.5% 8% 5% 5% 5% 5% 10% 7.5% 7.5% 7.5% 8% 5% 5% 5% 5% 4% 2% 2% 2%
15.	Loss of or Permanent total Loss Of Use of toes a. all of one (1) foot b. great, both phalanges c. great, one (1) phalanx	15% 5% 3%



16.	Other Permanent Disablements not specified	We will adopt a percentage that is consistent with the above scale without reference to Insured Person's occupation.
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**Proviso to Part A**

Permanent total Loss Of Use of a member shall be treated as Loss of the member.

If compensation is payable for Loss of or Loss Of Use of a whole member of the body, then compensation for parts of that member cannot also be claimed.

If the Insured Person is left-handed, the percentage relating to the right arm or right hand shall apply to the left arm or the left hand respectively and the percentage relating to the left arm or left hand apply to the right arm or right hand respectively.

The aggregate of all percentages payable in respect of any one of the Insured Person in one (1) Policy year shall not exceed one hundred percent (100%). In the event of a total of one hundred percent (100%) having been paid during the Period of Insurance, all insurance hereunder in respect of that Insured Person shall immediately cease to be in force. All other losses smaller than one hundred percent (100%) if having been paid shall reduce the principal Sum Insured by that amount from the date of Accident until expiration of the insurance cover.

Compensation under this Benefit shall be payable in the event of Accidental Death and/or disability due to dengue fever, malaria or Japanese encephalitis (JE) except when it is declared as an outbreak of epidemic by the government or authorities of the country/area where the mentioned Sickness, Disease Or Illness is contracted.

**Automatic Extensions Under Part A**

**Comatose Cases**

Upon certification by a Physician that the Insured Person has been in a coma state for at least three hundred and sixty-five (365) days due to an Accident, We will pay one hundred percent (100%) of the Sum Insured. However, We have the right to recover the payment made if the Insured Person regains consciousness provided that a deduction of ten percent (10%) is made of the aforesaid payment for each year the Insured Person was in a coma state. Coma resulting from alcohol or drug abuse is excluded.

**Comatose** means a state of continuous unconsciousness for a period of at least three hundred and sixty-five (365) days where the Insured Person cannot be awakened and the activity of the brain as a whole is depressed.

**Exposure**

If during the Period of Insurance, the Insured Person is exposed to the Elements as a result of an Accident and within twelve (12) months of the Accident, Insured Person suffers from any of the Benefits outlined in the Table of Benefits (1-16) as a direct result of that exposure, the Insured Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

**Elements** means extreme weather conditions including but not limited to drought, heatwave, sandstorm and blizzard.

**Disappearance**

If during the Period of Insurance, the Insured Person disappears in any manner whatsoever and Insured Person's body have not been found within twelve (12) months after the date of that disappearance, the Insured Person will be deemed to have died as a result of a Bodily Injury at the time of the disappearance.

Where the Accidental Death Benefit in the Table of Benefits (Benefit 1) is payable because of a disappearance, We will only pay that Benefit after the Insured Person or the legal representatives of the Insured Person's estate have given Us a signed undertaking that the Benefit will be repaid to Us if, after Our payment, it is found that the Insured Person did not die as a result of a Bodily Injury.

## ***Part B - Medical Expenses***

We will reimburse the Insured Person for actual Medical Expenses incurred as a result of a Bodily Injury or if the actual Medical Expenses are incurred by the Insured Person as a result of having contracted dengue fever, malaria or Japanese encephalitis (JE), provided that Our maximum liability arising out of any one (1) Accident shall not exceed the Sum Insured specified in the Schedule of Benefits under Part B, current at the time of the Accident causing the Bodily Injury.

Medical Expenses shall include the actual expenses incurred for Hospital (including room and board), clinical, medical and surgical treatments to treat the Bodily Injury.

Compensation under this Benefit shall be payable only if such medical or surgical or traditional treatment is provided to the Insured Person by a qualified Physician or a legally licensed traditional medicine practitioner within two (2) years after the date of the Accident, provided that the first expenses is incurred within twenty-six (26) weeks after the date of the Accident.

With respect to physiotherapy treatment after Confinement for a covered Bodily Injury, it is subject to the following:

- a) must be recommended by the attending Physician;
- b) treatment by a physiotherapist must be conducted within sixty (60) days after the Confinement;
- c) subject to a maximum of RM200 per visit and RM1,000 for any one (1) Accident; and
- d) excludes any alternative treatment/therapy including but not limited to chiropractic service, acupuncture, acupressure, reflexology, bonesetting, herbalist treatment, massage or aroma therapy.

### ***Part B (i) – Cashless Hospital Admission***

If during the Period of Insurance, the Insured Person is admitted to the Hospital, We will facilitate his/her admission into a Hospital in Malaysia listed under Our panel of Hospitals (including discharge from the same Hospital) by providing the guarantee required by the Hospital up to a maximum of RM2,500 for Confinement strictly due to a Bodily Injury.

We will not pay for:

- a) any amount that exceeds the Insured Person's Medical Expenses Benefit stated in the Schedule of Benefits.
- b) items that are not covered under the Insured Person's Medical Expenses Benefit.
- c) Any claim which is not payable by virtue of the conditions, limitation and exclusions of this Policy.

This facility is not applicable to Hospital admission due to Sickness, Disease Or Illness and food and drink poisoning.

This Benefit is only activated after five (5) working days from the submission and acceptance of the Insured Person's proposal and full Premium is paid at any of Our registered office.

### ***Part C – Daily Hospital Income***

If during the Period of Insurance, the Insured Person is Confined in a Hospital solely and directly as a result of Bodily Injury due to an Accident, We will pay the daily Benefit shown in the Schedule of Benefits against Part C.

This Benefit payable is calculated from the first (1<sup>st</sup>) day of Hospital Confinement and shall be payable for a maximum of three hundred and sixty-five (365) days for any one (1) Accident, subject to the following :

- a) Hospital Confinement must occur within twenty-one (21) days of the Accident which results in Bodily Injury;
- b) Hospital Confinement must be considered medically necessary by a Physician;
- c) Successive period of Hospital Confinement due to the same or related cause shall be considered as one (1) Accident;
- d) No Benefit shall be payable for a Hospital stay that is less than one (1) day or twenty-four (24) hours.

### **Part D – Fracture / Broken Bones**

If during the Period of Insurance, the Insured Person fractures one of the bones as set out in Table of Benefits below solely and directly as a result of an Accident and a Physician certifies this, We will pay up to the maximum Sum Insured shown in the Schedule of Benefits under Part D.

<b>Table of Benefits</b>		<b>Percentage of Limit</b>
Note : The following event(s) must occur within twelve (12) months of the date of the Bodily Injury		The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits against Part D – Fracture / Broken Bones for each Insured Person
1.	Neck, skull or spine (Complete Fracture)	100%
2.	Hip	75%
3.	Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
4.	Cheekbone, shoulder or Hairline Fracture of skull and spine	30%
5.	Arm, elbow, wrist or ribs (Other Fracture)	25%
6.	Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
7.	Nose or collarbone	20%
8.	Arm, elbow, wrist or ribs (Other Fracture)	10%
9.	Finger, Thumb, Foot, Hand or Toe	7.5%

The total amount payable in respect of the events 1 to 9 above due to the same Bodily Injury is derived by adding together the various percentages of each of the events but shall not exceed one hundred percent (100%) of the Sum Insured specified in the Schedule of Benefits under Part D, and there shall be no further liability under the Policy in respect of the same event sustained thereafter.

This Benefit will not be payable for any Insured Person who has been diagnosed as having osteoporosis prior to the date on which they were first covered under this Policy. If any Insured Person is diagnosed as having osteoporosis after the date on which they were first covered under this Policy, We will only pay this Benefit for the first Simple Fracture, Hairline Fracture or Other Fracture sustained, and no further payments will be made under this Benefit.

For the purposes of this Benefit, the following words when used with capital letters, have the meaning given below:

**Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Physician requires minimal and uncomplicated medical treatment.

**Other Fracture** means any fracture other than a Simple Fracture or Hairline Fracture.

**Hairline Fracture** means mere cracks in the bone.

**Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

### **Part E – Serious Burns**

If during the Period of Insurance, the Insured Person suffers serious burns as set out in Table of Benefits below solely and directly as a result of Bodily Injury, We will pay up to the maximum Sum Insured shown in the Schedule of Benefits under Part E.

### 1) Third-Degree Burns

Table of Benefits		Percentage of Limit
Damage as a percentage of total body surface area Note : The following event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy is in force		The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits against Part E – Serious Burns for each Insured Person
Equals to or greater than :		
1.	2% but less than 5% of the entire head	50%
2.	5% but less than 8% of the entire head	75%
3.	8% of the entire head	100%
4.	10% but less than 15% of the entire body	50%
5.	15% but less than 20% of the entire body	75%
6.	20% of the entire body	100%

### 2) Second-Degree Burns

Table of Benefits		Percentage of Limit
Note : The following event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy is in force		The Benefits shown below are a percentage of the Sum Insured shown in the Schedule of Benefits against Part E – Serious Burns for each Insured Person
1.	Face and neck and head	100%
2.	Hand and forearm below elbow joint (right)	25%
3.	Hand and forearm below elbow joint (left)	20%
4.	Upper arm below shoulder joint to elbow (right)	15%
5.	Upper arm below shoulder joint to elbow (left)	10%
6.	Torso below neck top shoulder joints and hip joints	36%
7.	Thigh below hip joint to knee joint	9%
8.	Foot and lower leg below knee joint	27%

The total amount payable in respect of the above listed Second and Third Degree Burns due to the same Bodily Injury is derived by adding together the various percentages of each of the events but shall not exceed one hundred percent (100%) of the Sum Insured specified in the Schedule of Benefits under Part E and there shall be no further liability under the Policy in respect of the same event sustained thereafter.

With respect to serious burns, We will not pay for liability arising directly or indirectly from, in respect of, due to sunburn, indoor tanning, cosmetic tanning or aesthetic procedure.

### **Part F – Corrective Dental And/Or Cosmetic Surgery**

If during the Period of Insurance, the Insured Person incurs expenses in respect of corrective dental solely and directly as a result of a Bodily Injury resulting in damage to the sound natural tooth, provided always that such injury is confirmed by the attending Physician in a medical report and such dental correction is recommended and performed by a licensed and legally registered orthodontist, We will reimburse the Insured Person up to the maximum Sum Insured shown in the Schedule of Benefits under Part F.

This Benefit will also reimburse the Insured Person in respect of expenses incurred for corrective surgery performed for :

- a) Burn cases due to Accident including treatment of subsequent contractures or skin grafting. The burn cases shall also include acid or chemical burn due to Accident.
- b) Neck-up disfigurement due to an Accident resulting in more than perfunctory defects,

provided always that such injury is confirmed by the attending Physician in a medical report and such corrective cosmetic surgery is recommended and performed by a licensed and legally registered cosmetic surgeon.

***Part G – Traditional Treatment***

If during the Period of Insurance, the Insured Person incurs the actual costs of bonesetting or traditional treatment (including medicine) as a result of a Bodily Injury, We will reimburse the Insured Person up to the maximum Sum Insured shown in the Schedule of Benefits under Part G.

Such costs incurred shall be limited to RM50 per visit and up to RM400 per Accident. It is warranted that such services and traditional treatment should be provided by a legally licensed traditional medicine practitioner registered with the Ministry of Health.

This Benefit will exclude chiropractic treatment unless it is medically necessary and is recommended by the treating Physician.

***Part H – Purchase Of Orthopedic Equipment (including Implant)***

If during the Period of Insurance, and as a result of an Accident, We will reimburse the actual expenses incurred by the Insured Person up to the maximum Sum Insured shown in the Schedule of Benefits under Part H for the purchase of the following equipment:

- a) Wheelchair;
- b) Artificial arm or leg;
- c) Crutches; or
- d) Implant,

provided always that such equipment/implant is necessary to assist the Insured Person's mobility and is recommended by the attending Physician.

***Part I – Ambulance Fees***

If during the Period of Insurance, and as a result of an Accident, We will reimburse the actual charge levied by the Hospital or by a private ambulance company (inclusive of attendants) up to the Sum Insured specified in the Schedule of Benefits under Part I for emergency/ambulance response and treatment (trauma and acute medical emergencies), provided such services are rendered in Malaysia.

The above Benefit is not applicable to food and drink poisoning and Sickness, Disease Or Illness.

***Part J – Medical / Post-Mortem Report***

If during the Period of Insurance, and as a result of an Accident, We will pay the actual costs incurred by the Insured Person or his/her representatives in extracting the medical report or post-mortem report which is required for the processing of claims under the Policy, subject to the Sum Insured specified in the Schedule of Benefits under under Part J.

***Part K – Permanent Impotency & Infertility***

If during the Period of Insurance, and as a result of an Accident, We will pay a lump sum of RM50,000 if the Insured Person suffers Permanent Disablement of –

- a) impotency (for males up to sixty (60) years of age only); and/or
- b) infertility (for females up to fifty (50) years of age only).

Such Permanent Disablement must be certified by a qualified Physician.

### ***Part L – Kidnap Benefit***

If during the Period of Insurance, We will pay the Sum Insured as specified in the Schedule of Benefits as a reward for information which leads to the Insured Person's rescue provided that the Insured Person is alive and the reward must be offered and coordinated by the police leading to his/her safe release. The payment of this Benefit is subject only upon verification and confirmation by the police that a ransom has been demanded by the kidnappers for the Insured Person's return.

The Sum Insured specified in the Schedule of Benefits under Part L will be paid in full if the Insured Person, having been kidnapped, is not recovered after a period of one (1) year from the day of the Kidnap. If, at any time after the payment has been made, the Insured Person is found to be alive, any sums paid by Us in settlement of the claim shall be refunded to Us.

**Kidnap** means the illegal taking and holding captive of the Insured Person by person(s) who then demand a ransom as a condition of the release of such captive Insured Person.

### ***Part M – Bereavement Allowance***

If during the Period of Insurance, and in the event of death due to dengue, malaria or Japanese encephalitis (JE), We will pay the Sum Insured as specified in the Schedule of Benefits under Part M, but excluding epidemic of outbreak when declared by the government of the country where the Insured Person contracted the Sickness, Disease Or Illness.

### ***Part N – Funeral Allowance***

If during the Period of Insurance, and in the event of the Insured Person's Accidental Death, We will pay the Sum Insured as specified in the Schedule of Benefits under Part N.

The above Benefit is not applicable to food and drink poisoning and Sickness, Disease Or Illness.

### ***Part O – Home Nursing Care***

If during the Period of Insurance, the Insured Person requires constant nursing or medical attention out of Hospital for more than four (4) consecutive weeks due to Bodily Injury, We will pay the Sum Insured specified in the Schedule of Benefits under Part O, and such home nursing care is certified medically necessary by the attending Physician and service rendered by a qualified and registered nurse.

Home nursing is payable on the basis of each month, up to a maximum of twelve (12) months from the date of Accident. No payment shall be made for custodial care, meals, general house-keeping services, companion and personal comfort items.

The above Benefit is not applicable to food and drink poisoning and Sickness, Disease Or Illness.

### ***Part P – Travel Expenses***

If during the Period of Insurance, and as a result of the Insured Person's Accidental Death, We will reimburse the actual expenses incurred by one member of the family to travel overseas to arrange for the Insured Person's burial/cremation or to bring the Insured Person's mortal remains back to Malaysia, subject to the Sum Insured specified in the Schedule of Benefits under Part P.

The above Benefit is not applicable to food and drink poisoning and Sickness, Disease Or Illness.

### ***Part Q – Blood Transfusion***

If during the Period of Insurance, the Insured Person contracts Human Immunodeficiency Virus (HIV) as a result of a blood transfusion whilst he/she is undergoing medical treatment pursuant to a Bodily Injury in a government or licensed private Hospital within Malaysia, We will pay the Sum Insured specified in the Schedule of Benefits under Part Q.

Compensation under this Benefit shall only be payable if the Insured Person is positively diagnosed with Human Immunodeficiency Virus (HIV) within two (2) years from the date of the blood transfusion.



### **Part R – Personal Liability**

If during the Period of Insurance, We will indemnify the Insured Person up to the Sum Insured specified in the Schedule of Benefits under Part R if the Insured Person becomes legally liable to pay in respect of:

- a) Bodily Injury to a third party;
- b) Accidental damage to Property belonging to a third party;
- c) all costs and expenses in litigation recovered from the Insured Person by a third party claimant(s); or
- d) all costs and expenses in litigation incurred by the Insured Person with Our written consent.

**Property** means any tangible property and does not include data.

The territorial limit of this Benefit is within Malaysia only.

In the event that any claim is proven to be fraudulent after payment is made, We will recover all payments made in respect of that fraudulent claim. We further reserve the right to take any further action, including legal action against the claimant in such case.

In the event of the Insured Person's Accidental Death, We will in respect of the liability incurred by the Insured Person, indemnify his/her legal representatives in the terms of and subject to the limitation of this Policy provided such legal representatives shall as though they were the Insured Person, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy.

### **Part S – Medical Evacuation / Repatriation (due to Accident overseas)**

If during the Period of Insurance, the Insured Person suffers Accidental Death whilst overseas, We will reimburse the actual expenses incurred for the Insured Person's emergency medical evacuation or Travelling Overseas to transport the Insured Person's mortal remains back to Malaysia, up to the Sum Insured specified in the Schedule of Benefits under Part S.

Traveling Overseas in this context shall mean :

- a) If the Insured Person is a Malaysian:
  - i. then the Insured Person is traveling out of Malaysia;
  - ii. and also has a permanent residence in another country, then the Insured Person is traveling out of Malaysia and out of that country in which he/she has a permanent residence; or
  - iii. and is legally employed in a foreign country, then the Insured Person traveling out of Malaysia and out the country in which he/she is employed; and
- b) If the Insured Person is a non-Malaysian legally employed in Malaysia, then the Insured Person traveling out of Malaysia and out of his/her country of origin.

### **Part T – Double Indemnity**

The Benefits under Part A (Accidental Death and Permanent Disablement) shall be doubled from the original Sum Insured specified in the Schedule of Benefits under Part A if the Insured Person suffers either Death or Permanent Total Disablement from neck down or Loss Of Use of two (2) Limbs due to an Accident :

- a) whilst traveling as a fare-paying passenger in any mode of public transport;
- b) a victim of Snatch Theft; or
- c) whilst traveling overseas.

Traveling overseas in this context shall mean :

- a) If the Insured Person is a Malaysian:
  - i. then the Insured Person is traveling out of Malaysia;
  - ii. and also has a permanent residence in another country, then the Insured Person is traveling out of Malaysia and out of that country in which he/she has a permanent residence; or
  - iii. and is legally employed in a foreign country, then the Insured Person traveling out of Malaysia and out the country in which he/she is employed; and

- b) If the Insured Person is a non-Malaysian legally employed in Malaysia, then the Insured Person traveling out of Malaysia and out of his/her country of origin.

Note : Double indemnity is applicable only for either (i), (ii) or (iii) above, and are not applicable for all three clauses.

***Part U – Compassionate Allowance for Specified Infectious Disease***

If during the Period of Insurance, the Insured Person is diagnosed with a Specified Infectious Disease that directly results in death within one hundred and eighty (180) days from the date of diagnosis of such Specified Infectious Disease, We will pay the Sum Insured as specified in the Schedule of Benefits under Part U.

This Benefit is payable only if the Insured Person is diagnosed with a Specified Infectious Disease after the Waiting Period.

**Waiting Period** means the first thirty (30) days from the date the Insured Person is included into the Policy and is applied only when the Insured Person is first covered. This shall not be applicable after the first (1<sup>st</sup>) year of cover. However, if there is a break in the Period of Insurance, the Waiting Period shall apply from the beginning again.

**Specified Infectious Disease** means any of the following :

- a. Hand, foot and mouth Disease (HFMD);
- b. Avian influenza or “bird flu” due to Influenza A viral strains H5N1, H9N2, H7N7, H7N9;
- c. Ebola virus Disease;
- d. Plague;
- e. Rabies;
- f. Middle East respiratory syndrome coronavirus (MERS-CoV);
- g. Zika virus Disease;
- h. Monkey pox; and
- i. Chikungunya virus Disease.

***Part V – Renewal Bonus***

If during the Period of Insurance, and provided no claim has been made under Part A since the last annual renewal date, the respective Sum Insured for Accidental Death and Permanent Disablement Benefits shall be increased by ten percent (10%) on the original Sum Insured at the commencement of this Policy upon renewal of this Policy each year and this shall continue to be done up to the percentage, as specified in the Schedule of Benefits under Part V, of the original Sum Insured at the commencement of this Policy.

The accumulated renewal bonus under this Policy will no longer be applicable in the event of a claim having been made under Part A and the qualification commences anew from the next renewal date.

To be eligible for the renewal bonus, renewal of the Policy must be continuous and not have lapsed in any given year.



## Optional Benefit (1)

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### Weekly Benefits (not applicable to Dependent Child)

#### 1. Temporary Total Disablement

If during the Period of Insurance, from the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will pay the Insured Person the Sum Insured as specified in the Schedule of Benefits under this Benefit, up to a maximum of fifty-two (52) weeks.

If the Temporary Total Disablement leads to or results in Permanent Disablement, there shall be no further payment under this Benefit immediately after the date of Permanent Disablement.

The above Benefit is not applicable to food and drink poisoning and Sickness, Disease Or Illness.

#### 2. Temporary Partial Disablement

If during the Period of Insurance, from the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, We will pay the Insured Person the Sum Insured as specified in the Schedule of Benefits under this Benefit, up to a maximum of fifty-two (52) weeks.

The above Benefit is not applicable to food and drink poisoning and Sickness, Disease Or Illness.

Benefits 1 and 2 above are payable only if such Bodily Injury shall, within twenty-one (21) days from the date of the Accident, continuously disable and totally or substantially prevents the Insured Person from performing any duties or functions relating to his/her profession, business or gainful employment. This Benefit is payable only with original medical certificates issued by the attending qualified Physician.

## Optional Benefit (2)

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### Lifestyle Booster

#### 1. Snatch Theft

If during the Period of Insurance, the Insured Person is a victim of Snatch Theft, We will pay the Sum Insured as specified in the Schedule of Benefits under this Benefit, subject to a police report must be made within twenty-four (24) hours of the occurrence of the Snatch Theft.

Our liability under this Benefit shall be limited to two (2) claims in any one (1) Period of Insurance.

**Snatch Theft** means loss of Personal Effects held or worn by the Insured Person at the material time as a result of the same being suddenly snatched away by an unknown person who is either on foot or in a motor vehicle at the time of loss.

**Personal Effects** means articles or items carried on or worn by the Insured Person.

#### 2. Accidental Miscarriage

If during the Period of Insurance, the Insured Person suffers miscarriage as a result of an Accident, We will pay the Sum Insured as specified in the Schedule of Benefits for this Benefit.

#### 3. Child Education Fund

If during the Period of Insurance, the Insured Person suffers Accidental Death or Permanent Disablement and provided the claim is payable, We will pay the Sum Insured as specified in the Schedule of Benefits under this Benefit to each of the Insured Person's surviving child(ren), up to a maximum of three (3) child(ren).

No Benefit shall be payable if the Insured Person is not gainfully employed at the time of the Accident. Besides, the surviving child(ren) must be financially dependent upon the Insured Person, is/are not gainfully employed and unmarried.

#### **4. Daily Family Care**

If during the Period of Insurance, the Insured Person is Confined in a Hospital as a result of an Accident, We shall pay the Sum Insured as specified in the Schedule of Benefits under this Benefit for each day of the Insured Person's Confinement which requires one (1) family member to stay overnight to care for him/her in the Hospital, up to a maximum of fourteen (14) consecutive days.

The payment of this Benefit is subject to verification and confirmation of the itemised Hospital bill that the family member had physically stayed overnight at the Hospital.

#### **5. Domestic Violence Compassionate Cash**

If during the Period of Insurance, the Insured Person suffers Bodily Injury or financial loss or damage to his/her property due to domestic violence, We will compensate up to the Sum Insured as specified in the Schedule of Benefits under this Benefit for domestic violence, limited to one (1) incident in any one (1) Period of Insurance.

We shall not pay for any claims arising directly or indirectly caused by person(s) other than the Insured Person's family member or household member. The loss, injury or damage must be reported to the police within twenty-four (24) hours after the occurrence of the incident. Failure to lodge a report to the police immediately shall not invalidate the Insured Person's claims if it can be shown to Our satisfaction that he/she has reported to the police as soon as is practicable.

#### **6. Lifestyle Modification Expenses**

If during the Period of Insurance, in the event fifty percent (50%) or more of the principal Sum Insured is payable under the Permanent Disablement Benefit, We will reimburse the costs of modification including associated expenses to the Insured Person's home and/or motor vehicle up to the Sum Insured as specified in the Schedule of Benefits for this Benefit, provided that the said modifications are required and essential for the purpose of enabling the Insured Person to cope with the disability suffered and to aid the Insured Person's mobility.

Reimbursement of this Benefit is subject to the following :

- a. the Insured Person must provide to Us the original receipts for the expenses incurred for the modification and photographs of the home and/or motor vehicle before and after the modification; and
- b. the said modifications shall commence within one hundred and eighty (180) days following the attending Physician's confirmation of such Permanent Disablement.

No Benefit shall be payable if the said modifications were already pre-planned or on-going prior to the date of the Accident.

#### **7. Parent Support Assistance**

If during the Period of Insurance, the Insured Person except the Dependent Child suffers Accidental Death or Permanent Disablement and provided the claim is payable, We will pay the Sum Insured as specified in the Schedule of Benefits for this Benefit to each of the Insured Person's surviving parent, up to a maximum of two (2) parents.

The surviving parent must be financially dependent upon the Insured Person and are not gainfully employed. No Benefit shall be payable if the Insured Person is not gainfully employed at the time of the Accident.

#### **8. Trauma Counselling**

If during the Period of Insurance, if the Insured Person witnesses and/or is a victim of a traumatic event such as but not limited to rape, armed hold up, assault, natural disaster or acts of terrorisms, We will reimburse the cost of trauma counselling which is recommended by the Insured Person's Physician up to RM500 per counselling session and subject to the Sum Insured as specified in the Schedule of Benefits for any one (1) Period of Insurance.

## 9. Cash Out Robbery

If during the Period of Insurance, We shall pay the Insured Person for the loss of actual cash up to the Sum Insured as specified in the Schedule of Benefits for this Benefit in any one (1) Period of Insurance as a result of unauthorised use of the Insured Person's bank card for withdrawal of cash by force or threat by any unknown person. The payment of this Benefit is subject to 90/10 co-insurance in which the Insured Persons shall bear 10% of the loss.

The loss must be reported to the police and/or card issuer immediately or within twenty-four (24) hours after the occurrence of the incident. Failure to lodge a report to the police and/or card issuer within the stipulated time shall not invalidate the Insured Person's claims if it can be shown to Our satisfaction that the Insured Person has reported to them as soon as is practicable.

Additional Exclusions applicable to the Benefit :

We shall not pay for any claims arising directly or indirectly from, in respect of or due to:

- a. any carelessness, confiscation, errors or omission in receipts, payments or transfers;
- b. any dishonest, fraudulent or criminal act of the Insured Person;
- c. liability for any debt unless the Insured Person, upon discovery of any event which may result in a claim immediately report to the police and card issuer in accordance with the terms and conditions of the issue of the card;
- d. liability for any debt arising from any supplementary card issued to the Insured Person's family member;
- e. liability for any debt through the Insured Person's or his/her family member collusion;
- f. loss resulting from unauthorized use of the Insured Person's card by his/her family member or household member;
- g. in the event that the Insured Person is a victim of Snatch Theft.

## 10. Purchase Protection

If during the Period of Insurance, We shall pay the Insured Person for the purchase price incurred up to the Sum Insured as specified in the Schedule of Benefits under this Benefit for either :

- a. loss of any goods purchased from a fake website/application, provided that the loss is reported to the police upon the discovery that the website/application is a fake website/application; or
- b. in the event the purchased goods were not delivered to, lost or not received by the Insured Person provided that:
  - (i) the purchased goods were made through a valid website/application;
  - (ii) the purchased goods were not delivered after more than fourteen (14) days from the date of the scheduled delivery;
  - (iii) the delivery company has confirmed that the purchased goods were lost or could not be found and will not make any compensation to the Insured Person; and
  - (iv) the seller of the purchased goods refuses to refund, replace or compensate the Insured Person.

The payment of this Benefit is subject to 90/10 co-insurance in which the Insured Persons shall bear 10% of the loss. This Benefit is limited to two (2) claims in any one (1) Period of Insurance.

We will not pay for :

- a. any financial loss incurred by the Insured Person which can be recovered or compensated by a licensed financial institution or other sources;
- b. any financial loss if there is failure to provide proof of the non-delivery of purchased goods;
- c. non-delivery of purchased goods due to incorrect address provided by the Insured Person;
- d. any tax, insurance cost and surcharge in relation to the delivery;
- e. any loss incurred due to any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
- f. any consequential loss not specified in the Policy; and
- g. any purchase of goods made through any social media platform.

## Section 5 : General Conditions

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### 1. Condition Precedent To Liability

The due observance and fulfilment of the terms, provisions and conditions of this Policy by You and in so far as they relate to anything to be done or complied with by You shall be conditions precedent to Our liability to make any payment under this Policy.

### 2. Your Obligations

#### 2.1 You must take reasonable care:

- a) not to make a misrepresentation to Us when answering any questions We ask in the proposal form;
- b) when renewing this Policy, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to this Policy; and
- c) to disclose to Us any matter, other than what We have asked in (a) and (b) above, that You know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied.

2.2 Breach of duty as stated above may result in Us voiding the Policy and refusing all claims, or the terms of the Policy being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non-disclosure and the effect of the said misrepresentation or non-disclosure.

### 3. Misstatement Or Omission Of Relevant Fact

If:

- a. any answer or representation by You, before this Policy is entered into, varied or renewed, in or to any enrolment form or declaration or query, has been deliberately or recklessly incorrectly stated in any respect; or
- b. before this Policy is entered into, varied or renewed, You have failed to disclose any fact You knew to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied; or
- c. any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim,

then in any of the above cases, this Policy or the affected Policy Schedule shall be void;

### 4. Information Update

You must inform Us as soon as is reasonably practicable of any alteration in the Your name, residence, nominee/ beneficiary name, business or occupation which increases the risk of a claim being made under the Policy.

### 5. Termination And Renewal

This Policy will continue to be in force until the end of the Period of Insurance. This Policy may be renewed for consecutive periods by the payment of the agreed Premium prior to the expiry of the Period of Insurance. We reserve the right to decline the renewal, or amend Premium rates, benefits, terms and conditions of this Policy at the end of any Period of Insurance.

### 6. Claims Procedure

In the case of Bodily Injury to which the Policy relates, You shall procure and act upon medical or surgical advise as soon as practicable.

All certificates, information and evidence required by Us shall be supplied free of expense to Us, in the form prescribed by Us, at Your expense. You shall, as often as may be required by Us, submit to medical examinations by Physician appointed by Us and at Our expense.

Notwithstanding anything contained herein to the contrary, it is agreed that notification to Us by Your intermediary of any circumstances or events giving rise or likely to give rise to claim under this Policy shall be deemed sufficient notification. Provided always that all notification is given as soon as possible and in any event within thirty (30) days of the occurrence of any event which may give rise to a claim under this Policy.

## **7. Alterations**

We reserve the right to amend the terms and provisions of this Policy by giving the Policyholder at least thirty (30) days prior notice through electronic communication or by ordinary post to the Policyholder's last known address in Our records, and such amendment will be applicable from the expiry of the said notice period PROVIDED THAT such amended terms and provisions (save and except for those required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities) are first agreed by the Policyholder. No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

## **8. Maintenance Of Records And Examination**

You shall maintain Your records showing all and any material information. We shall have the right to examine these records at any time during the term of this Policy and within three (3) years after the expiration of this Policy or until the adjustment and settlement of all claims hereunder, whichever is later.

## **9. Premium**

Premiums payable on this Policy are not guaranteed and We reserve the right to amend the Premium by giving the Policyholder at least thirty (30) days written notice prior to the Renewal Date of any change through electronic communication or by ordinary post to the Policyholder's last known address on Our records, and such amendment will be applicable at the Renewal Date PROVIDED THAT such amended terms and provisions (save and except for those required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities) are first agreed by the Policyholder. Premiums payable on this Policy must be paid in full for the entire Period of Insurance.

Notwithstanding any other condition in this Policy but subject to the paragraph below, it is hereby agreed and declared that the total Premium due must be paid and actually received in full by Us (or the intermediary through whom Your Policy was effected) on or before the Commencement Date or the relevant Renewal Date.

In the event that the total Premium due is not paid and actually received in full by Us (or the intermediary through whom Your Policy was effected) on or before the Commencement Date or Renewal Date, respectively, then the Policy or the renewal Policy, as the case may be, We shall have the right to cancel the Policy immediately and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy or the renewal Policy.

## **10. Payment Of Claims**

All Benefits paid under this Policy shall be payable to You or such person or persons and in such proportions as You shall nominate, unless otherwise specified in the Policy.

## **11. Interest**

No sum payable by Us under this Policy shall carry interest unless as provided by law.

## **12. Automatic Termination of Cover**

Cover under this Policy will terminate on the earliest of the following events:

- a) the Insured Person ceasing to satisfy any of the eligibility requirements set out in the Policy; or
- b) the Insured Person death; or
- c) when the Insured Person attain the maximum age of one hundred (100) years old; or
- d) upon expiry of the Period of Insurance; or
- e) upon non-payment of Premium.

## **13. Cancellation**

Notwithstanding clause 12 above,

- a) We may cancel this Policy, at any time by giving thirty (30) days' notice in writing to the Policyholder. In the event of such cancellation, We will return a pro-rated portion of any Premium paid.
- b) You may cancel this Policy at any time by giving Us written notice provided no claim has arisen during the current Period of Insurance. In the event of such cancellation, We will promptly return any portion

of the Premium paid calculated from the time We received the written notification of such cancellation that has not been deemed to be earned by Us. The Premium deemed to be earned shall be, computed in accordance with the applicable percentage indicated below, but in no event will be less than Our customary minimum Premium.

Period covered not exceeding	Short Period rates of annual Premium
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

#### 14. Governing Law

This Policy shall be governed by and interpreted in accordance with Malaysian Law.

#### 15. Arbitration

All differences arising out of the Policy shall be referred to an Arbitrator who shall be appointed in writing by the Policyholder and Us. In the event that there is no agreement on who is to be the Arbitrator within one (1) month of being required in writing to do so then We and the Policyholder shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both Arbitrators. However this is provided that any disclaimer or liability by Us for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of Our disclaimer to the Policyholder. The seat of arbitration shall be Malaysia.

#### 16. Notice Of Trust Or Assignment

We shall not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.

#### 17. Geographical Limits

The coverage as afforded under this Policy is worldwide unless otherwise stated in the Policy Schedule or any subsequent Endorsements.

#### 18. Sanctions Exclusions Applicable to This Policy

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb Insurance Malaysia Berhad is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Malaysia Berhad is subject to certain US laws and regulations in addition to EU, UN and Malaysia sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.



## Section 6 : Extensions / Clauses / Endorsements / Warranties

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We will provide the Insured Person with Our standard extended clauses/endorsements/warranties as below, subject otherwise to the terms, exceptions and conditions of this Policy :

### 1. Intoxication

It is hereby declared and agreed that this Policy is extended to cover Bodily Injury sustained by the Insured Person due to intoxication by alcohol but not exceeding the limit set by the law in the country where the Accident happened and/or drugs prescribed by a qualified Physician.

Subject otherwise to the terms, exclusions and conditions of this Policy.

### 2. Drowning

It is hereby understood and agreed that this Policy is extended to cover Accidental Death and/or Bodily Injury sustained by the Insured Person due to drowning or near drowning as a result of an Accident.

Subject otherwise to the terms, exclusions and conditions of this Policy.

### 3. Food and Drink Poisoning

It is hereby understood and agreed that this Policy is extended to cover Accidental Death sustained by the Insured Person due to food and drink poisoning.

Subject otherwise to the terms, exclusions and conditions of this Policy.

### 4. Harmful Insect or Snake Bite or Animal Attacks

It is hereby declared and agreed that this Policy is extended to cover Accidental Death and/or Bodily Injury sustained by the Insured Person due to harmful insect or snake bite or animal attacks.

Subject otherwise to the terms, exclusions and conditions of this Policy.

### 5. Hunting

It is agreed and understood this Policy shall be extended to cover Accidental Death, Bodily Injury or any other loss as within the definitions while the Insured Person is engaged in wild boar and small game hunting within the territorial limits of Malaysia, Singapore and Brunei, provided always that such hunting is undertaken by the Insured Person as an occasional recreation for short periods not involving journeys deep into the jungle and not as a professional in respect of planned hunting expeditions and not as big game hunting.

Subject otherwise to the terms, exclusions and conditions of this Policy.

### 6. Motorcycling

It is hereby declared and understood that this Policy shall be extended to cover the Insured Person whilst motor-cycling (whether as a passenger or as a pillion rider) provided always that this extension shall not apply whilst the Insured Person is engaged in racing, pace-making or participating in any contest reliability or other trial or speed testing.

Subject otherwise to the terms, exclusions and conditions of this Policy.

### 7. Cash Before Cover Warranty

Notwithstanding anything contrary contained in the Policy, it is fundamental and absolute term of this contract of insurance that the full Premium must be paid and received by Us before the insurance cover under the Policy, Endorsement or Renewal as the case may be, can commence.

Where the Premium payable is received by Our authorized agent, the payment shall be deemed to be received by Us for the purposes of this warranty and the onus of proving that the Premium payable was received by a person, including an insurance agent, who was not authorized to receive such Premium shall lie on Us.

## 8. **Dispute On Quantum**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that should there be any difference in opinion arising as to the quantum of compensation for Permanent Disablement Benefit or Weekly Benefits (if covered), the decision made by Our panel of Physicians shall prevail and be considered as final.

Subject otherwise to the terms, exclusions and conditions of this Policy.

## 9. **Suffocation By Smoke Or Poisonous Fumes**

It is hereby declared and agreed that this Policy is extended to cover Accidental Death and/or Bodily Injury sustained due to suffocation by smoke resulting from an Accident or Accidental inhalation of poisonous fumes.

Subject otherwise to the terms, exclusions and conditions of this Policy.

## 10. **Sports Extension**

It is hereby declared and agreed that this Policy shall be extended to cover Accidental Death, Bodily Injury and/or any other loss as within the definitions consequent upon the Insured Person engaging in the following for leisure purpose only :

- a. mountaineering (without use of ropes or guides);
- b. polo-playing as an amateur;
- c. underwater activities (up to fifty (50) meters deep);
- d. water sports including yachting and water skiing, surfing and snorkelling as an amateur; and
- e. any amateur sports other than boxing, martial arts and X-games.

Subject otherwise to the terms, exclusions and conditions of this Policy.

## 11. **Strike, Riot and Civil Commotion**

It is declared and agreed that this Policy shall be extended to cover Accidental Death, Bodily Injury and/or any other loss as within the definitions directly or indirectly caused by persons taking part in labour disturbances, riots and civil commotions, provided always that this extension shall not apply whilst the Insured Person is taking part in any disturbance of public peace.

Subject otherwise to the terms, exclusions and conditions of this Policy.

## 12. **Terrorism Extension**

It is declared and agreed that this Policy is extended to cover the Insured Person against Accidental Death and/or Permanent Disablement arising from terrorism acts including any act of nuclear, chemical or biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss, provided however that this extension does not cover the Insured Person while he/she is actively engaged in terrorist activities.

Subject otherwise to the terms, exclusions and conditions of this Policy.

**Nuclear, chemical or biological terrorism** shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Chemical Agent** shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

**Biological Agent** shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.



### **13. Natural Disasters**

It is hereby declared and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon this Policy shall be extended to cover Accidental Death, Bodily Injury and/or any other loss as within the definitions caused as a result of natural disasters including but not limited to flood, fire, lightning, tidal wave, hurricane, cyclone, earthquake, windstorm, volcanic eruption and typhoon.

### **14. Unprovoked Murder Or Unprovoked Assault**

It is hereby declared and agreed that subject otherwise to its terms, exclusions and conditions, this Policy extends to cover Accidental Death and/or Permanent Disablement arising from unprovoked murder or unprovoked assault, sustained by the Insured Person as the victim of such unprovoked act.

The policy is underwritten by Chubb Insurance Malaysia Berhad. Chubb Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

## **Complaints**

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1. If You have any complaints in relation to Our services and/or matters relating to this Policy, You are advised to contact Us at:

Chubb Insurance Malaysia Berhad  
Registration Number: 197001000564 (9827-A)  
Wisma Chubb  
38 Jalan Sultan Ismail  
50250 Kuala Lumpur.  
O +6 03 2058 3000 F +6 03 2058 3333  
E [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)

2. In the event You are not satisfied with Our decision, You can refer the matter to Ombudsman for Financial Services (“OFS”) or Bank Negara Malaysia. You can contact them at:

PENGARAH  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia,  
P.O. Box 10922,  
50929 Kuala Lumpur.  
TF 1-300-88-5465 F +6 03 2174 1515  
E [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

Ombudsman for Financial Services  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
O +6 03 2272 2811 F +6 032272 1577  
E [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(for claim matters within OFS’s jurisdiction only)

## Schedule of Benefits

### Basic Benefits

Benefits (Malaysian Ringgit)	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8
Part A – Accidental Death and Permanent Disablement Benefits	100,000	200,000	300,000	400,000	600,000	800,000	1,000,000	1,500,000
Part B – Medical Expenses Part B (i) – Cashless Hospital Admission	5,000	5,000	5,000	7,500	7,500	7,500	10,000	10,000
Part C – Daily Hospital Income (up to 365 days)	50	50	50	100	100	100	150	150
Part D – Fracture / Broken Bones	2,000	2,000	2,000	3,000	3,000	3,000	5,000	5,000
Part E – Serious Burns	2,000	2,000	2,000	3,000	3,000	3,000	5,000	5,000
Part F – Corrective Dental And/Or Cosmetic Surgery	5,000	5,000	5,000	5,000	5,000	10,000	10,000	10,000
Part G – Traditional Treatment (up to 50 per visit)	400	400	400	400	400	400	400	400
Part H – Purchase Of Orthopedic Equipment (including implant)	1,000	2,000	2,000	3,000	3,000	5,000	5,000	5,000
Part I – Ambulance Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Part J – Medical / Post-Mortem Report	200	200	200	200	200	200	200	200
Part K – Permanent Impotency & Infertility	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Part L – Kidnap Benefit	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Part M – Bereavement Allowance	5,000	10,000	15,000	20,000	30,000	50,000	75,000	100,000
Part N – Funeral Allowance	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Part O – Home Nursing Care (per annum, up to 250 per month)	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Part P – Travel Expenses	2,000	2,000	3,000	3,000	3,000	5,000	5,000	5,000
Part Q – Blood Transfusion	5,000	10,000	15,000	20,000	30,000	50,000	75,000	100,000
Part R – Personal Liability [Territorial Limit : Malaysia only]	50,000	100,000	150,000	200,000	200,000	300,000	300,000	300,000

Part S – Medical Evacuation / Repatriation (due to Accident overseas)	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Part T – Double Indemnity	100,000	200,000	300,000	400,000	600,000	800,000	1,000,000	1,500,000
Part U – Compassionate Allowance for Specified Infectious Disease	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Part V – Renewal Bonus (10% per year up to a maximum of)	100%	100%	100%	100%	100%	100%	100%	50%

### **Optional Benefit (1) - Weekly Benefits (not applicable to Dependent Child)**

Benefits (Malaysian Ringgit)	Plan 1	Plan 2	Plan 3
Temporary Total Disablement (per week)	100	200	300
Temporary Partial Disablement (per week)	50	100	150

### **Optional Benefit (2) - Lifestyle Booster**

Benefits (Malaysian Ringgit)	Plan 1	Plan 2	Plan 3
Snatch Theft	600	600	600
Accidental Miscarriage	2,000	3,000	5,000
Child Education Fund (per child, up to 3 children)	5,000	10,000	15,000
Daily Family Care (up to 14 days)	50	75	100
Domestic Violence Compassionate Cash (per annum)	200	300	500
Lifestyle Modification Expenses	5,000	10,000	15,000
Parent Support Assistance (per parent, up to 2 parents)	3,000	5,000	7,500
Trauma Counselling (per annum, up to 500 per session)	2,000	3,000	5,000
Cash Out Robbery (per annum) [Deductible: 10% of claim value]	300	500	1,000
Purchase Protection (per annum) [Deductible: 10% of claim value]	200	300	500

## Privacy Notice

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In line with the Personal Data Protection Act 2010 (“**PDPA**”), we are required to inform you that the personal data you have provided to us or that is subsequently obtained by us from time to time (“**Personal Data**”), may be processed for the purpose of processing your insurance application/proposal, provision of insurance related products or services or any addition, alteration, variation, cancellation, renewal or reinstatement thereof, performing statistical/actuarial research or data study, promoting products and services and other related purposes (collectively, “**Purpose**”). The Personal Data is obtained when you fill up documents; liaise with us or our representatives; or give it to us or our representatives in person, over the telephone, through websites or from third parties you have consented to.

Although you are not obliged to provide us with your Personal Data, we will not be able to process your application for insurance cover or process your claim if you fail to provide all requested information.

Your Personal Data may be disclosed to our related company or any other company carrying on insurance or reinsurance related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of insurance companies that exists or is formed from time to time for the Purpose or to fulfil some legal or regulatory function or is reasonably required in the interest of the insurance industry. In such instances, it will be done in compliance with the PDPA.

We may also disclose your Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if we reasonably believe that we have a lawful right to disclose your Personal Data to any third party or that we would have had your consent for such disclosure if you had known of the same, and/or if the disclosure is in the public interest.

Your Personal Data may also be transferred to our related companies and third party providers, which may be located outside Malaysia for the Purpose. In the event that we use external service providers, specific security and confidentiality safeguards have been put in place to ensure your privacy rights remain unaffected.

Where you have given us personal data that is of another individual (“**Data Subject**”), you must ensure that you have informed the Data Subject that you are providing the Data Subject's personal data to us, and have gotten the Data Subject's consent to do so. You must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises us to deal with his/her personal data according to what is stated here.

You may make inquiries, complaints, request for access to or correction of your Personal Data, or limit the processing of your Personal Data at any time hereafter by submitting such request to us at **Chubb Insurance Malaysia Berhad**, Registration Number: 197001000564 (9827-A), Manager, Customer Service Unit, Wisma Chubb, 38 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia (Tel: 1800-88-3226 / E-mail: [Inquiries.MY@chubb.com](mailto:Inquiries.MY@chubb.com)).

By continuing to deal with us, you understand, agree and consent to the terms above with respect to the processing of your Personal Data.

The Bahasa Malaysia version of this Personal Data Protection Notice can be found in our website at <http://www.chubb.com/my-privacy>.

