

## SECURE PROTECTOR POLICY

### **For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

### **For Non-Consumer Insurance Contracts (Insurance for purposes related to Your trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

**NOW THIS POLICY WITNESSES** that subject to the Terms, Benefit Limits, Conditions and Exclusions contained herein or endorsed hereon, that if at any time during the Period of Insurance stated in the Policy Schedule or during any further period for which We may accept payment for the renewal of this Policy, the Insured Person shall suffer any Bodily Injury caused solely by Accident as defined in the Policy resulting directly in the Insured Person's death or disablement as hereinafter defined, We will pay to You, or in the event of Your death to Your legal personal representative, the sum or sums of money as set forth in the Policy Schedule in accordance to the Payment of Claims condition stated in this Policy.

This Policy, the Policy Schedule and any Memorandum thereon shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

This Policy comprises the following Sections:

#### **Basic Cover**

The benefits provided by Basic Cover are as per the insured Plan specified in the Schedule of Benefits. Basic Cover is a compulsory section of this Policy.

#### **Optional Cover**

The benefits provided by Optional Cover are only payable if the Policy is extended to cover Optional Cover as specified in the Policy Schedule. Optional Cover is an optional section of this Policy.

## ELIGIBILITY

Any person age eighteen (18) years and above who are legally present in Malaysia at the time of purchasing insurance are eligible to purchase this insurance.

The Policyholder may purchase insurance to cover an Insured Person in whom the Policyholder has insurable interest.

An Insured Person who is unemployed or does not have any income from own business can only be insured for Basic Cover only.

An Insured Person who is a Child can only be insured for Basic Cover only.

A child can be insured under the following plans and the choice of plan is limited by the child's age:

Age thirty (30) days to twelve (12) years	:	Plan 8
Age thirteen (13) years to seventeen (17) years	:	Plan 6, Plan 7, Plan 8
Age eighteen (18) years to twenty-three (23) years	:	Plan 5, Plan 6, Plan 7, Plan 8

## SCHEDULE OF BENEFITS

Description of Benefit	Plan 1	Plan 1A	Plan 2	Plan 2A	Plan 3	Plan 3A	Plan 4	Plan 4A
<b>BASIC COVER</b>								
1. Accidental Death	1,000,000	1,000,000	750,000	750,000	500,000	500,000	300,000	300,000
2. Permanent Disablement	1,000,000	1,000,000	750,000	750,000	500,000	500,000	300,000	300,000
3. Medical Expenses	12,000	12,000	10,000	10,000	9,000	9,000	8,000	8,000
4. Additional Benefits								
(a) Ambulance Fees	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
(b) Bereavement Benefit	100,000	100,000	75,000	75,000	50,000	50,000	30,000	30,000
(c) Daily Hospital Cash Benefit, up to 180 days	225	225	185	185	150	150	100	100
(d) Dental Correction and Corrective Cosmetic Surgery	10,000	10,000	10,000	10,000	10,000	10,000	5,000	5,000
(e) Funeral Allowance	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
(f) Home Nursing Care	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
(g) Kidnap Benefit	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
(h) HIV due to Blood Transfusion	100,000	100,000	75,000	75,000	50,000	50,000	30,000	30,000
(i) Medical Report / Post Mortem Report	500	500	500	500	500	500	500	500
(j) Medical Evacuation / Repatriation	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
(k) Modification of Lifestyle Expenses	50,000	50,000	37,500	37,500	25,000	25,000	15,000	15,000
(l) Permanent Impotency or Infertility	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
(m) Prostheses / Wheelchair	5,000	5,000	5,000	5,000	5,000	5,000	3,000	3,000
(n) Snatch Theft	500	500	500	500	500	500	500	500
(o) Traditional Treatment	500	500	500	500	500	500	500	500
(p) Travel Expenses	5,000	5,000	5,000	5,000	5,000	5,000	3,000	3,000
5. Personal Liability	300,000	300,000	300,000	300,000	300,000	300,000	200,000	200,000
<b>OPTIONAL COVER</b>								
1. Temporary Total Disablement (per week)	N/A	600	N/A	450	N/A	350	N/A	300
2. Temporary Partial Disablement (per week)	N/A	300	N/A	225	N/A	175	N/A	150

Description of Benefit	Plan 5	Plan 5A	Plan 6	Plan 6A	Plan 7	Plan 7A	Plan 8	Plan 8A
<b>BASIC COVER</b>								
1. Accidental Death	200,000	200,000	150,000	150,000	100,000	100,000	50,000	50,000
2. Permanent Disablement	200,000	200,000	150,000	150,000	100,000	100,000	50,000	50,000
3. Medical Expenses	7,000	7,000	6,000	6,000	5,000	5,000	3,500	3,500
4. Additional Benefits								
(a) Ambulance Fees	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
(b) Bereavement Benefit	20,000	20,000	15,000	15,000	10,000	10,000	5,000	5,000
(c) Daily Hospital Cash Benefit, up to 180 days	80	80	50	50	50	50	30	30
(d) Dental Correction and Corrective Cosmetic Surgery	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
(e) Funeral Allowance	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
(f) Home Nursing Care	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
(g) Kidnap Benefit	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
(h) HIV due to Blood Transfusion	20,000	20,000	15,000	15,000	10,000	10,000	5,000	5,000
(i) Medical Report / Post Mortem Report	500	500	500	500	500	500	500	500
(j) Medical Evacuation / Repatriation	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
(k) Modification of Lifestyle Expenses	10,000	10,000	7,500	7,500	5,000	5,000	2,500	2,500
(l) Permanent Impotency or Infertility	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
(m) Prostheses / Wheelchair	3,000	3,000	2,000	2,000	2,000	2,000	1,000	1,000
(n) Snatch Theft	500	500	500	500	500	500	500	500
(o) Traditional Treatment	500	500	500	500	500	500	500	500
(p) Travel Expenses	3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
5. Personal Liability	200,000	200,000	150,000	150,000	100,000	100,000	50,000	50,000
<b>OPTIONAL COVER</b>								
1. Temporary Total Disablement (per week)	N/A	250	N/A	200	N/A	150	N/A	100
2. Temporary Partial Disablement (per week)	N/A	125	N/A	100	N/A	75	N/A	50

## DEFINITIONS

These terms, wherever used in this Policy, are defined as follows:-

<b>Accident or Accidental</b>	:	A sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.
<b>Accidental Injury</b>	:	Bodily injury sustained by the Insured Person whilst this Policy is in force and which is solely caused by an Accident and independent of any other cause and which shall within three hundred and sixty-five (365) days result in death or disablement or necessitate medical or surgical treatment.
<b>Age</b>	:	Age based on last birthday at commencement of insurance.
<b>Bodily Injury</b>	:	Physical injury which is caused by an accident and does not include sickness, disease or any naturally occurring condition or degenerative disease.
<b>Child</b>	:	Any person who has attained the age of thirty (30) days and is an unmarried person, is financially dependent upon the Insured and is up to the age of eighteen (18), or up to the age of twenty-three (23) for those registered as full time students at a recognised educational institution.
<b>Death</b>	:	Death occurring as a result of an Accident.
<b>Dependant</b>	:	Any of the following persons: <ul style="list-style-type: none"> <li>a. a legally married spouse of the Policyholder,</li> <li>b. unmarried child (including step-child or legally adopted child) of the Policyholder.</li> </ul>
<b>Doctor or Physician or Surgeon</b>	:	A registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Insured himself/herself.
<b>Effective Date</b>	:	The date shown in the Policy Schedule or Endorsement from which cover (or an amendment to the cover) under this Policy commences.
<b>Endorsement</b>	:	An authorized amendment to this Policy.
<b>Fingers, Thumbs or Toes</b>	:	The digits of a Hand or Foot.
<b>Foot</b>	:	The entire foot below the ankle.
<b>Hand</b>	:	The entire hand below the wrist.
<b>Home Country</b>	:	Country declared to Us as a person's nationality.
<b>Hospital</b>	:	An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:- <ul style="list-style-type: none"> <li>a. has facilities for diagnosis and major surgery,</li> <li>b. provides twenty-four (24) hours a day nursing services by registered and graduate nurses,</li> <li>c. is under the supervision of a Physician, and</li> <li>d. is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.</li> </ul>
<b>Hospitalisation</b>	:	An admission to a Hospital as a registered inpatient for medically necessary treatments due to an Accident upon recommendation of a medical practitioner. A patient shall not be considered as hospitalised if the patient does not physically stay in the Hospital for the whole period of confinement.
<b>Insured</b>	:	The Policyholder described in the Policy Schedule.
<b>Insured Person</b>	:	The person described in the Policy Schedule who is the subject of insurance. An Insured Person may be the Policyholder or the Policyholder's dependent or the Policyholder's employee.
<b>Kidnap</b>	:	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.
<b>Licensed Public Transport</b>	:	Any mechanically propelled conveyance operated under a licence issued by a governmental authority having jurisdiction, for the regular transportation of fare paying passengers and which has fixed, established routes only.
<b>Limb</b>	:	The entire limb between the shoulder and the wrist or between the hip and the ankle.
<b>Loss of Fingers or Toes</b>	:	Complete separation through or above the metacarpophalangeal joints or metatarsophalangeal joints.
<b>Loss of Hearing</b>	:	Total and permanent loss of hearing which is caused by Bodily Injury.
<b>Loss of Limb</b>	:	Permanent physical severance or permanent total loss of use of the limb which is caused by Bodily Injury.
<b>Loss of Sight</b>	:	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.
<b>Loss of Speech</b>	:	Total and permanent loss of the ability to speak which is caused by Bodily Injury.
<b>Loss of Use</b>	:	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.
<b>Medical Expenses</b>	:	Reasonable, customary and necessary medical expenses incurred for the treatment of a Bodily

	Injury.
<b>Period of Insurance</b>	: The period shown on the current Policy Schedule and any following period, for which cover is extended by mutual agreement or such shorter time if the Policy is terminated and for which cover applies under this Policy.
<b>Permanent</b>	: Having lasted three hundred and sixty-five (365) consecutive days and at the expiry of that period, being beyond hope of improvement.
<b>Permanent Disablement</b>	: 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; <ul style="list-style-type: none"> <li>a. falls into one of the categories listed in the Schedule of Benefits; or</li> <li>b. is a disablement which, having lasted for a continuous and uninterrupted period of at least three hundred and sixty-five (365) consecutive days at the expiry of that period, beyond hope of improvement.</li> </ul>
<b>Permanent Total Disablement</b>	: Disablement which, having lasted for at least three hundred and sixty-five (365) consecutive days will, in all probability, entirely prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.
<b>Personal Effects</b>	: Articles or items carried or worn by the Insured Person.
<b>Policy</b>	: The policy wording and the Policy Schedule and any other documents that may be subsequently issued to the Policyholder and which We advise as forming part of the Policy.
<b>Policyholder</b>	: A person or a corporate body to whom the Policy has been issued in respect of cover for person(s) specifically identified as Insured Person(s) in this Policy. The Policyholder shall also be referred to as the Insured.
<b>Policy Schedule</b>	: The Policy Schedule which is attached to and forms part of this Policy.
<b>Pre-existing Conditions</b>	: Physical or mental defect or infirmities that the policyholder has reasonable knowledge of. The Policyholder may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:- <ul style="list-style-type: none"> <li>a. the Insured Person had received or is receiving treatment;</li> <li>b. medical advice, diagnosis, care or treatment has been recommended;</li> <li>c. clear and distinct symptoms are or were evident; or</li> <li>d. Its existence would have been apparent to a reasonable person in the circumstances.</li> </ul>
<b>Principal Sum Insured</b>	: The sum insured according to the type of plan purchased, including renewal bonus (if any).
<b>Reasonable and Customary Charges</b>	: Charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Insured Person's medical condition.
<b>Sickness, Disease or Illness</b>	: A physical condition marked by a pathological deviation from the normal healthy state.
<b>Specialist</b>	: A medical or dental practitioner registered and licensed as such in the geographical area of his/her practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a physician or surgeon who is the Insured himself/herself.
<b>Temporary Partial Disablement</b>	: Disablement that results solely, directly and independently of all other causes from Bodily Injury and which occurs within twenty-one (21) consecutive days of the Accident in which Bodily Injury was sustained, and renders the Insured Person incapable of attending to a substantial portion of their ordinary business, profession or gainful employment for a continuous and uninterrupted period of time.
<b>Temporary Total Disablement</b>	: Disablement that results solely, directly and independently of all other causes from Bodily Injury and which occurs within twenty-one (21) consecutive days of the Accident in which Bodily Injury was sustained, and entirely disables and prevents the Insured Person entirely from attending to any part of his ordinary business, profession or gainful employment for a continuous and uninterrupted period of time.
<b>We/ Our/ Us</b>	: Lonpac Insurance Bhd
<b>You/ Your/ Yours/ Yourself</b>	: The Policyholder

## DESCRIPTION OF BENEFITS

### APPLICABLE TO BASIC COVER

#### 1. Accidental Death

If during the Period of Insurance, the Insured Person sustains Bodily Injury which results in Death within twelve (12) months from the date of the Accident, We will pay a lump sum of the Principal Sum Insured. This benefit will not apply to claims which are payable under the Double Indemnity Provision.

## 2. Permanent Disablement

If during the Period of Insurance the Insured Person sustains Bodily Injury which results in Permanent Disablement within three hundred and sixty-five (365) days from the date of Accident, We will pay the relevant Benefits to the extent specified below up to the maximum amount as stated in the Policy Schedule under Permanent Disablement. This benefit will not apply to claims which are payable under the Double Indemnity Provision.

Description	Compensation Payable % of Principal Sum Insured stated in the Schedule of Benefits
1. Permanent Total Disablement	100%
2. Permanent & Total Paralysis of All Limbs	100%
3. Loss of or Permanent Total Loss of both Hands and Feet	100%
4. Loss of or Permanent Total Loss of one Hand or one Foot	100%
5. Permanent Total Loss of Entire Sight of one Eye or both Eyes except perception of light	100%
6. Total and Permanent Loss of Speech and Hearing	100%
7. Total and Permanent Loss of Hearing in	
a. both ears	75%
b. one ear	25%
8. Total and Permanent Loss of Speech	50%
9. Total and Permanent Loss of Lens of one Eye	50%
10. Loss of or Permanent Total Loss of use of One Thumb	
a. both right phalanges	30%
b. one right phalanx	15%
c. both left phalanges	25%
d. one left phalanx	10%
11. Loss of or Permanent Total Loss of Four Fingers and Thumb of	
a. right hand	70%
b. left hand	50%
12. Loss of or Permanent Total Loss of Use of Four Fingers of	
a. right hand	40%
b. left hand	40%
13. Loss of or Permanent Total Loss of Use of Fingers	
a. three right phalanges - index finger	10%
three right phalanges - middle finger	10%
three right phalanges - ring finger	10%
three right phalanges - little finger	10%
b. two right phalanges - index finger	8%
two right phalanges - middle finger	7.5%
two right phalanges - ring finger	7.5%
two right phalanges - little finger	7.5%
c. one right phalanx - index finger	5%
one right phalanx - middle finger	5%
one right phalanx - ring finger	5%
one right phalanx - little finger	5%
d. three left phalanges - index finger	10%
three left phalanges - middle finger	7.5%
three left phalanges - ring finger	7.5%
three left phalanges - little finger	7.5%
e. two left phalanges - index finger	8%
two left phalanges - middle finger	5%
two left phalanges - ring finger	5%
two left phalanges - little finger	5%
f. one left phalanx - index finger	4%
one left phalanx - middle finger	2%
one left phalanx - ring finger	2%
one left phalanx - little finger	2%
14. Loss of or Permanent Total Loss of Use of Toes	
a. all of one foot	15%
b. great, both phalanges	5%
c. great, one phalanx	3%
Other permanent disablements not specified	We will adopt a percentage that is consistent with the above scale without reference to Your occupation.

### Proviso applicable to Accidental Death and Permanent Disablement

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 compensations 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 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 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.

### 3. Medical Expenses

We will reimburse You for actual Medical Expenses incurred as a result of an Accidental Bodily Injury or if the actual Medical Expenses are incurred by You as a result of the Insured Person having contracted Dengue Fever, Malaria or Japanese Encephalitis (JE) provided that Our maximum liability arising out of any one Accident/disability shall not exceed the sum specified in the Schedule of Benefits. Medical Expenses shall include the actual expenses incurred for Hospital (including Room and Board), clinical, medical and surgical treatments.

#### 4.a. Ambulance Fees

We will reimburse the actual charge levied by the Hospital or by a private ambulance company (inclusive of attendants) up to the sum specified in the Schedule of Benefits for emergency / ambulance response and treatment (trauma and acute medical emergencies), provided such services are rendered in Malaysia and were incurred as a result of an Accident.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any other form of Diseases.

#### 4.b. Bereavement Benefit

We will pay the sum as specified in the Schedule of Benefits in the event of death due to Dengue, Malaria or Japanese Encephalitis (JE) excluding epidemic of outbreak when declared by the government of the country where the Insured Person contracted the Illness.

#### 4.c. Daily Hospital Cash Benefit

We will pay You a daily benefit as specified in the Schedule of Benefits in the event the Insured Person requires hospitalisation due to an Accident. The daily hospital income benefit payable is calculated from the first day of hospitalisation and shall be payable for a maximum of one hundred and eighty (180) days for any one Accident. This benefit is payable 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 or Surgeon.
- 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 twenty-four (24) hours.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any other form of Diseases.

#### 4.d. Dental Correction and Corrective Cosmetic Surgery

We will reimburse You up to the sum specified in the Schedule of Benefits in respect of expenses incurred by the Insured Person for corrective dental due to Bodily Injury resulting in damage to the sound natural tooth provided always that such injury is confirmed by the attending Specialist in a medical report and such dental correction is recommended and performed by a licensed and legally registered orthodontist.

This benefit will also reimburse You in respect of expenses incurred by the Insured Person 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 Specialist in a medical report and such corrective cosmetic surgery is recommended and performed by a licensed and legally registered cosmetic Surgeon.

#### 4.e. Funeral Allowance

We will pay the sum as specified in the Schedule of Benefits in the event of Accidental Death of the Insured Person.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any other form of Diseases.

#### 4.f. Home Nursing Care

We will pay the sum specified in the Schedule of Benefits if the Insured Person requires constant nursing or medical attention out of Hospital for more than four (4) consecutive weeks, provided such condition is due to Bodily Injury and such home nursing care is certified medically necessary by the attending Specialist and service rendered by a qualified and registered nurse.

No payment shall be made for custodial care, meals, general housekeeping services, companion and personal comfort items.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any other form of Diseases.

#### 4.g. Kidnap Benefit

We will pay a lump sum of ringgit Malaysia twenty-five thousand (RM25,000) as a reward for information which leads to the rescue of the Insured Person provided that the Insured Person is alive and the reward must be offered and coordinated by the police leading to the safe release of the Insured Person. 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 return of the Insured Person. The original Sum Insured 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 payment has been made the Insured Person is found to be living, any sums paid by Us in settlement of the claim shall be refunded to Us.

#### 4.h. HIV due to Blood Transfusion

We will pay the sum specified in the Schedule of Benefits if the Insured Person contracts Human Immunodeficiency Virus (HIV) as a result of a blood transfusion whilst the Insured Person is undergoing medical treatment for Bodily Injury or Illness in a government or licensed private Hospital within Malaysia.

#### 4.i. Medical Report / Post Mortem Report

We will reimburse the actual cost up to the sum specified in the Schedule of Benefits per Accident for the purchase of the Medical Report and/or Post Mortem Report required for the processing of claims under this Policy.

#### 4.j. Medical Evacuation / Repatriation

We will reimburse the actual expenses incurred for the emergency medical evacuation of an Insured Person due to an Accident whilst overseas or for the transportation of the mortal remains of an Insured Person back to Malaysia as a result of Death due to an Accident, up to the sum specified in the Schedule of Benefits.

Traveling overseas in this context shall mean the following:

- a. If the Insured Person is a Malaysian, this benefit is applicable if the Insured Person is traveling out of Malaysia.
- b. If the Insured Person is a Malaysian who also has a permanent residence in another country, then this benefit is only applicable if the Insured Person is traveling out of Malaysia and out of that country in which the Insured Person has a permanent residence.
- c. If the Insured Person is a Malaysian legally employed in a foreign country, this benefit is only applicable when the Insured Person is traveling out of Malaysia and out of the country in which the Insured Person is employed.
- d. If the Insured Person is a non-Malaysian legally employed in Malaysia, this benefit is only applicable when the Insured Person is traveling out of Malaysia and out of the Insured Person's Home Country.

#### 4.k. Modification of Lifestyle Expenses

We will reimburse You up to the amount as stated in the Schedule of Benefits for costs necessarily incurred by You in modifying Insured Person's home, motor vehicle or relocating the Insured Person to a suitable home in the event the Insured Person suffers permanent loss of use of two limbs, total loss of sight of both eyes and total paralysis of the whole body due to an Accident.

#### 4.l. Permanent Impotency or Infertility

We will pay a lump sum of ringgit Malaysia fifty thousand (RM50,000) if the Insured Person suffers Impotency (for males up to sixty (60) years of age only) and/or Infertility (for females up to fifty (50) years of age only) due to an Accident. Such Permanent Disablement must be certified by a qualified Specialist/Doctor.

#### 4.m. Prostheses / Wheelchair

In the event the Insured Person suffers Permanent Disablement due to an Accident, We will reimburse the actual expenses incurred by You up to the sum specified in the Schedule of Benefits for the purchase of the following equipment provided always that such equipment/implant is necessary to assist in the Insured Person's mobility and is recommended by the attending Specialist/Physician/Surgeon:-

- a. Wheelchair
- b. Artificial arm or leg
- c. Crutches
- d. Implant

#### 4.n. Snatch Theft

In the event of loss or damage to the Insured Person's Personal Effect due to snatch theft, We will compensate up to the sum specified in the Schedule of Benefits subject to a police report being lodged. The reimbursable items are replacement fee for NRIC, passport, driver's licence, credit / charge cards, access cards for entry to buildings / parking lots, eye glasses, handphone, wallets and purses. Police report must be made within twenty-four (24) hours of occurrence. Our liability under this benefit shall be limited to two (2) claims per year.

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.

#### 4.o. Traditional Treatment

We will reimburse the actual costs of bone setting or traditional treatment (including medicine) incurred by the Insured Person as a result of Bodily Injury. Such costs incurred shall be limited to ringgit Malaysia fifty (RM50) per visit up to ringgit Malaysia five hundred (RM500) per Accident. It is warranted that such services and traditional treatment should be provided by a legally licensed 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. The maximum amount payable under this Benefit is subject to the sum specified in the Schedule of Benefits.

#### 4.p. Travel Expenses

We will reimburse the actual expenses incurred by one member of the Insured Person's immediate family to travel overseas to the place where the Insured Person's Accidental Death occurred, 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 specified in the Schedule of Benefits.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and any other form of Diseases.

#### 5. Personal Liability

We will indemnify the Insured Person up to the amount specified in the Schedule of Benefits if the Insured Person shall become legally liable to pay to third parties in respect of accidental bodily injury or accidental damage to property. 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 retrieve 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.

### APPLICABLE TO OPTIONAL COVER

#### 1. Temporary Total Disablement

We will pay You the sum specified in the Schedule of Benefits up to a maximum of fifty-two (52) weeks provided during this period the Insured Person is totally unable to engage in or attend to the Insured Person's profession, business or gainful employment of any and every kind due to Bodily Injury covered under this Policy as certified by a qualified Physician. If the Temporary Total Disablement leads to or results in a Permanent Disablement, no further benefit under this clause shall be payable after the date of Permanent Disablement. We will only pay for each complete week of the Temporary Total Disablement Benefit specified in the Schedule of Benefit.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any other form of Diseases.

## 2. Temporary Partial Disablement

We will pay You the sum specified in the Schedule of Benefits up to a maximum of fifty-two (52) weeks if the Insured Person is incapable of attending to a substantial part of the Insured Person's profession, business or gainful employment of any and every kind due to Bodily Injury covered under this Policy as certified by a qualified Physician.

The above benefit is not applicable to food poisoning, Dengue, Malaria, Japanese Encephalitis or Chikungunya and/or any other form of Diseases.

## SPECIAL EXTENSIONS

The benefits under this Policy are extended to include the following:-

### 1. Accidental Drowning or Suffocation

This Policy is extended to cover the Insured Person as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

### 2. Animal or Snake Bites, Harmful Insects or Food Poisoning

Unless specifically stated otherwise, this Policy is extended to cover the Insured Person resulting from animal or snake bites, harmful insects (excluding diseases transmitted by mosquito), or food poisoning provided always that this extension does not apply if the event is due to suicide or attempt thereof.

### 3. Cashless Hospital Admission Assistance (Malaysia Only)

In the event the Insured Person requires Hospitalisation due to an Accident, we will facilitate the Insured Person's 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 ringgit Malaysia two thousand and five hundred (RM2,500) for Hospitalisation strictly due to an Accident.

We will not pay for:-

- Any amount that exceeds Your Medical Expenses Benefit stated in the Schedule of Benefits.
- Items that are not covered under Your Medical Expenses Benefit.
- 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 Illness/Disease, food poisoning, Dengue, Malaria, Chikungunya or Japanese Encephalitis (JE).

### 4. Coma

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 100% of the Principal Sum Insured. However, We have the right to recover the payment made if the Insured Person regains consciousness provided that a deduction be made of 10% of the aforesaid payment for each year the Insured Person was in a coma state.

Coma resulting directly from alcohol or drug abuse is excluded.

Coma shall be defined as a state of continuous unconsciousness for a period of 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.

### 5. Disappearance

If after a period of three hundred and sixty-five (365) days has lapsed from the date of reported disappearance of an Insured Person and We having examined all evidence available shall have no reason to suppose other than that an Accident has occurred which in all probability has resulted in the death of the Insured Person, the disappearance of the Insured Person shall be considered to constitute a claim under this Policy and the full Principal Sum Insured shall be payable. However, if at any time after payment has been made the Insured Person is found to be living, any sums paid by Us in settlement of claim shall be refunded to Us.

### 6. Double Indemnity

Benefit 1 (Accidental Death) and Benefit 2 (Permanent Disablement) under the Basic Cover of this Policy will be doubled if the Insured Person suffers either death or permanent total paralysis from the neck down or permanent total loss/loss of use of two (2) limbs due to an Accident:-

- whilst travelling as a fare paying passenger on any mode of public transport, or
- whilst travelling overseas, or
- if the Insured Person is a victim of snatch theft.

Double Indemnity is applicable only for either a, b or c above, and are not for all three.

Traveling overseas in this context shall mean the following:

- If the Insured Person is a Malaysian, this benefit is applicable if the Insured Person is traveling out of Malaysia.
- If the Insured Person is a Malaysian who also has a permanent residence in another country, then this benefit is only applicable if the Insured Person is traveling out of Malaysia and out of that country in which the Insured Person has a permanent residence.
- If the Insured Person is a Malaysian legally employed in a foreign country, this benefit is only applicable when the Insured Person is traveling out of Malaysia and out of the country in which the Insured Person is employed.
- If the Insured Person is a non-Malaysian legally employed in Malaysia, this benefit is only applicable when the Insured Person is traveling out of Malaysia and out of the Insured Person's Home Country.

### 7. Exposure

In the event that the Insured Person is unavoidably exposed to the elements as a result of an Accident and because of such exposure, suffers Death or Permanent Disablement, the relevant benefit shall be payable. In the event of death, the payment is subject to an inquest confirming that the Insured Person died of exposure as a result of an Accident.



#### 8. Hunting

This Policy is extended to cover the Insured Person whilst engaging in wild boar and small game hunting within the territorial limits of Malaysia, Singapore and Brunei, provided always that such hunting is undertaken 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 a big game hunting.

#### 9. Intoxication

The 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 registered medical practitioner.

#### 10. Motorcycling

This Policy is extended to cover the Insured Person as within mentioned resulting from the Insured Person engaging in motorcycling, provided always that this extension does not apply to any accident arising out of motorcycle racing, pace-making, reliability trial or speed testing.

#### 11. Murder or Assault

This Policy is extended to cover the Insured Person as within mentioned resulting from murder or assault provided always that this extension does not apply if the event is due to provocation by the Insured Person.

#### 12. Natural Disaster

This Policy is extended to cover the Insured Person as within mentioned caused as a result of natural disasters including flood, fire, lightning, tidal waves, hurricane, cyclone, earthquake, windstorm, volcanic eruption and typhoon.

#### 13. Renewal Bonus

Provided that no claim has been incurred under Accidental Death and Permanent Disablement of the Policy since the last annual renewal date, We agree that on each anniversary date of this Policy to grant a Renewal Bonus of ten percent (10%) on the original sum insured at the commencement of this Policy on Accidental Death and Permanent Disablement Benefits upon renewal of this Policy each year up to a maximum of ten (10) years thereby increasing the Sum Insured by one hundred percent (100%).

The accumulated Renewal Bonus under this Policy will be waived in the event of a claim having been made under Accidental Death, Permanent Disablement and Double Indemnity of this Policy 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.

#### 14. Sports Extension

This Policy is extended to cover the Insured Person whilst engaging in the following for leisure purpose only:-

- (a) Mountaineering not requiring the 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 snorkeling as an amateur; and
- (e) Amateur sports other than boxing, martial arts and X-games.

#### 15. Strike, Riot and Civil Commotion

This policy is extended to cover the Insured Person as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as the Insured Person himself is actively participating when this extension becomes null and void.

#### 16. Terrorism Extension

This Policy is extended to cover the Insured Person in respect of bodily injury, death and permanent disablement which may be sustained through Terrorism provided that there is no liability when such act and/or acts of terrorism involve utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

"Terrorism" means an act or acts, of any person, or group(s) of person, 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 be 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 governments(s).

"Utilisation of Nuclear weapons of mass destruction" means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

"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.

"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.

#### 17. Zika Extension

Notwithstanding anything contained herewith to the contrary, it is hereby declared and agreed that We will reimburse actual medical expenses incurred for the treatment of the Insured person who contracted Zika Virus during the Period of Insurance except when it is declared as an outbreak of an epidemic by the Government or Authorities of the country/area where the mentioned illness is contracted.

Our maximum liability arising out of Zika Virus shall not exceed RM3,000 or the Sum Insured specified under Benefits No.3 - Medical Expenses, whichever is lower. Medical expenses shall include the actual expenses incurred for hospital (including room and board), clinical, medical and surgery treatments.

Subject otherwise to the terms and conditions of the Policy.

## EXCLUSIONS

This Policy does not cover:-

1. Death or disablement or any other loss caused directly or indirectly by:-
  - a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising;
  - b. Martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege.
  - c. Insanity, suicide or any attempt thereof, intentional self-inflicted injury or any attempt thereof;
  - d. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV). However, the named diseases specifically mentioned in the Policy may be covered under specific circumstances as detailed therein;
  - e. Childbirth, miscarriage, pregnancy or any complications thereof;
  - f. Provoked murder or provoked assault;
  - g. Fraudulent or criminal act of the Insured Person, whether acting alone or in collusion with others;
  - h. Pre-existing Conditions;
  - i. Mental defect or infirmity.
2. Death or disablement or any other loss sustained by the Insured Person:-
  - a. while riding/driving without a valid driving licence;
  - b. while traveling in an aircraft as a member of crew, except only as a fare-paying passenger in an aircraft licensed for passenger service. The Insured Person will not be covered if the Insured Person is involved in any technical operation or navigation whilst in the aircraft;
  - c. while committing or attempting to commit any unlawful act.
3. Death or disablement or any other loss consequent upon the Insured Person engaging in martial arts, boxing, x-games, aerial activities (including parachuting, bungee jumping, hang-gliding), mountaineering involving the use of ropes or mechanical guides (including rock-climbing), ice-hockey, steeple chasing, winter sports, underwater activities exceeding fifty (50) metres in depth, racing (other than on foot), pace-making, speed or reliability trials, while participating in any professional sports or as a member of any professional sports team.
4. Death or disablement directly or indirectly caused by or contributed to by or arising from:-
  - a. Ionizing, radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
  - b. Nuclear weapons material.
5. Death or disablement or any other loss sustained by the Insured Person whilst engaging in naval, military and/or air force, law enforcement services or operation other than "rukun tetangga" or community policing.
6. Liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person notwithstanding such agreement.
7. 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 the Insured Person by an injured person or dependant under any Workmen's Compensation legislation.
8. 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.
9. Liability in respect of damage to property belonging to or in the charge of or under the control of Insured Person or of any of the Insured Person's servant or agent.
10. 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, motorcycle, vehicle, vessel or craft of any kind,
  - b. The ownership or 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.
11. Liability for any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, terrorism, mutiny, popular uprising, strike, riot or civil commotion.
12. **INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC (LMA 5500)**
  - a. This insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
  - b. This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
  - c. This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
  - d. Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
13. **CYBER EXCLUSION**

We will not pay:

  - a. any benefits for bodily injury or illness; or
  - b. or any loss, damage, liability, cost or expense;

caused deliberately or accidentally by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).

LMA5433  
08 July 2020

## PROVISO

1. Compensation in respect of the covered benefits shall be payable only when the claim has been proved to Our satisfaction.
2. Compensation under Medical Expenses and Traditional Treatment 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 Accident, provided that the first expenses is incurred within twenty-six (26) weeks after the date of Accident.
3. Compensation under Temporary Total Disablement or Temporary Partial Disablement is payable only if such Bodily Injury shall, within twenty-one (21) days from the date of Accident, continuously disable and totally or substantially prevents You from performing any duties or functions relating to Your profession, business or gainful employment. This benefit is payable only with original medical certificates issued by the attending qualified Physician. In any event the benefits either separately or combined to be payable under Temporary Total Disablement and Temporary Partial Disablement it shall not exceed fifty-two (52) weeks from the date of the Accident.
4. In respect of Personal Liability, the Company will, subject to the limit of liability stated in the Schedule of Benefits, indemnify the Insured Person in respect of:-
  - a. All sums You shall become legally liable to pay for compensation in respect of
    - Accidental Bodily Injury to a third party
    - Accidental damage to property belonging to a third party
  - b. All costs and expenses in litigation:-
    - Recovered from You by a third party claimant(s)
    - Incurred with Our written consent

In the event of Your Death, We will in respect of the liability incurred by the Insured Person, indemnify Your legal representatives in the terms of and subject to the limitation of this Policy provided such legal representatives shall as though they were You observe, fulfill and be subject to the terms, exceptions and conditions of the Policy.
5. Compensation under Blood Transfusion 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.
6. Cashless Hospital Admission Assistance is only activated after five (5) working days from the submission and acceptance of Your proposal and full premium is paid at any of Our registered office.
7. Compensation under Accidental Death, Medical Expenses and Bereavement Benefit shall be payable in the event of disability and/or death 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 illness is contracted.

## CONDITIONS

### 1. Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction hereto.

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy.

### 2. Cancellation

We may by notice in writing to the Policyholder sent by registered post to the last known address given seven (7) days' notice of Our intention to terminate this Policy. In the event premium has been paid for any period beyond the date of termination of this Policy a pro-rata premium shall be refunded to the Policyholder provided that no claim has been made during the current Period of Insurance.

By the like notice to Us, the Policyholder may, at any time cancel this Policy, in which case such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. In the event premium has been paid for any period beyond the date of termination of this Policy, Our short period rates shall apply provided that no claim has been made during the current Period of Insurance.

<u>Period Insured</u>	<u>% of Annual Premium to be charged</u>
Period Not exceeding two (2) months	40%
Period Not exceeding three (3) months	50%
Period Not exceeding four (4) months	60%
Period Not exceeding five (5) months	70%
Period Not exceeding six (6) months	75%
Period exceeding six (6) months	100%

For the purpose of this condition the cancellation shall take effect seven (7) days after the time the notice of cancellation should have been received by You in the ordinary course of Post.

### 3. Cash-Before-Cover

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 authorised agent, the payment shall be deemed to be received by the insurer 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 authorised to receive such premium shall lie on Us.

#### 4. Change in Risk

You shall give Us immediate notice in writing of any material change in the Insured Person's occupation, business, duties or pursuits and pay any additional premium that may be required by the Company. You shall also give Us notice before any renewal of this Policy of any injury, disease, physical defect or infirmity which the Insured Person have become affected or have knowledge of.

#### 5. Claim Procedures

##### a. Notice of Claim

Written notice of injury on which claim may be based must be given to Us within fourteen (14) days from date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

##### b. Time For Filing Proof of Loss

Affirmative proof of loss must be furnished to Us at Our said office within one hundred and eighty (180) days from date of such loss.

##### c. Medical Examination

You or Your legal representatives shall at Your expense furnish Us all such schedule, information and evidence as may be required by Us. You shall whenever required to do so submit the medical examination at the Our expense. In the event of Insured Person's Death, We shall be entitled to have a post mortem examination at Our own expenses in order to ascertain the cause of the death. Notice shall when practicable be given to Us before interment or cremation.

##### d. Payment of Claims

All indemnities of this Policy are payable to You. Any indemnity accruing to You at Your death shall be paid to the last named Nominee(s) under this Policy. In the absence of Nomination (by virtue of non-election or invalidity), payment will be made to Your Estate.

##### e. 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 Temporary Total Disablement Benefits or Temporary Partial Benefits (if covered), the decision made by Our panel of doctors shall prevail and be considered as final.

#### 6. Compliance with Policy Provisions

Payment of any benefits under this Policy is subject to the Definitions and all other Terms and Conditions pertinent to the benefit.

#### 7. Conditions Precedent to Our Liability

Our liability is conditional upon:-

- a. The truth of the statements and information as provided to Us.
- b. The due observance and fulfillment of the Terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by You.

#### 8. Consideration

This Policy is issued in consideration of the statements contained in the Proposal Form and the Policy Schedule and Your payment of the premium due.

#### 9. Currency and Exchange Rates

All payments under this Policy shall be made in the legal currency of Malaysia. Should any payment be requested by the Insured to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement.

#### 10. Entire Contract / Changes

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties in respect of its content. No change in this Policy shall be valid unless approved by Us and evidenced by endorsement or amendment. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

#### 11. Fraud

If any claim shall in any respect be false or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any of the insurance payable under this Policy, then in so far as You are concerned, this insurance shall be deemed to be immediately cancelled and void and all Your insurance under this Policy shall be forfeited.

#### 12. Geographical Scope

Unless specified in the Policy, benefits provided in this policy are applicable worldwide for twenty-four (24) hours a day.

#### 13. Interest

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

#### 14. Multiple Insurance

You are entitled to purchase only one (1) Secure Protector Insurance policy at any one time for each Insured Person.

#### 15. Notice

Every notice or communication to the Company shall be in writing and sent to Us. No alterations in the terms of this Policy or any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

#### 16. Overseas Resident

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

#### 17. Ownership of the Policy

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

**18. Person Eligible**

Persons eligible to be covered under this Policy are:-

- a. Policyholder aged seventy (70) or below on the first inception date of insurance, or
- b. Policyholder's legal spouse aged seventy (70) or below on the first inception date of insurance, unless legally separated from the Policyholder, or
- c. Policyholder's child who has attained the age of thirty (30) days and is an unmarried person, is financially dependent upon the Insured and is up to the age of eighteen (18), or up to the age of twenty-three (23) for those registered as full time students at a recognised educational institution, or
- d. Policyholder's employee aged seventy (70) or below on the first inception date of insurance.

**19. Policy Not Assignable**

This Policy is not assignable and We shall not be affected by any notice of any trust, charge lien assignment or other dealing with this Policy.

Benefits shall only be payable to You or Your legal representative's, whose receipts shall effectually discharge Us.

**20. Termination**

Unless You obtain Our sanction signified by an endorsement upon the Policy, by or on Our behalf, Your insurance coverage shall terminate on occurrence of any of the following events, whichever shall occur first:-

- a. Upon full payment of a claim for Accidental Death Benefit or in the event of total of one hundred percent (100%) of Permanent Disablement benefit having been paid, or
- b. Upon You, Your legal spouse, Your employee having attained the age of eighty-one (81) years old and in respect of Your child cover shall terminate forthwith upon the renewal date following the child's attainment age of nineteen (19) or twenty-four (24) years , or
- c. Upon expiry of insurance cover as per period stated in the Policy Schedule and failure to renew the insurance cover beyond expiry date, or
- d. Failure to pay premium to Us from the inception of this Policy.

**21. Duty of Disclosure before this insurance is granted**
**Consumer Insurance Contracts**

Where You have applied for this Insurance wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You are also required to disclose any other matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

**Non-Consumer Insurance Contracts**

Where You have applied for this Insurance wholly for purposes related to Your trade, business or profession, You have a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

**22. Duty of Disclosure during this insurance**

During this Insurance You are required to immediately inform Us of any changes in Your occupation, work duties, sporting activities or any relevant information that may increase the risk. We may :

- i) require You to pay an additional premium for the increase risk or
- ii) make changes to the terms and conditions of this Policy or
- iii) leave the Policy terms, conditions and premium unaltered.

You will only be covered for any increased risk if agreed in writing by Us

**IMPORTANT NOTICE**

This Policy with its conditions should be carefully examined and in the event of any correction being found necessary, should be communicated to the Company at once.

Notice of every accident whether a claim is anticipated or not under this Policy should be given immediately to the nearest office of the Company. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

