



Generali Insurance Malaysia Berhad

Reg No: 197501002042 (23820-W)

Generali Customer Service Centre

Level 1, Menara Generali,

27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

Tel: 1 300 13 2121 or +603 3007 2121 Email: customer.service.gi@generali.com.my

www.generali.com.my

Member of PIDM

The benefit (s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Generali Insurance Malaysia Berhad or PIDM (visit www.pidm.gov.my).

Generali Insurance Malaysia Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

MULTI PA-PROTECTOR INSURANCE

IMPORTANT NOTICES

1. This is Your **Multi PA-Protector Insurance** Policy. This Policy is issued by Us in consideration of the premium paid or to be paid to Us as specified in the Policy Schedule and contains the terms and conditions of the contract of insurance as agreed between You and Us. Please read this Policy carefully to ensure that You understand the terms and conditions and that the insurance You require is being provided. If You have any questions after reading this Policy, please contact Us or Your insurance advisor. If there are any changes in Your circumstances which may affect the insurance provided, please notify Us immediately. If You do not, You may not receive any or some of the Benefits set out in this Policy.
2. Please keep this Policy in a safe place. If this Policy is renewed or if there are any amendments to the terms and conditions, We will send You a new Schedule or an Endorsement only. Do contact us if You would like another copy of this Policy or a copy of this Policy in Bahasa Malaysia; We will be happy to provide one.
3. In deciding to issue this Policy, We have relied on the answers and information given when application was made for this Policy. We have also relied on other disclosures, if any, made to Us when the application was made up to the time this Policy was issued. Those answers, information and other disclosures, if any, therefore also form part of the contract of insurance between You and Us.
4. If You had applied for this Policy wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions or providing the information requested when You applied for this Policy. You should have answered the questions and provided the information fully and accurately. Failure to have taken reasonable care in answering the questions or providing the information requested may result in avoidance of this Policy, refusal or reduction of any claim made by You under this Policy, change of terms or termination of this Policy in accordance with the relevant law. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
5. If at any time the law requires Us to collect from You any tax in connection with the insurance provided or the premium You have paid, please note that We will be entitled to recover from You such tax if it has not yet been paid.
6. If, for any reason, You are not happy with the service You have received from Us, You may:
 - 6.1 write to Our Customer Service Department at Level 1, Menara Generali, 27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia; or
 - 6.2 e-mail Us at customer.service.gi@generali.com.my.
7. If You are still not satisfied with the way any issue has been handled by Us, You may:
 - 7.1 refer matters concerning claims to:

Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Website: www.fmos.org.my

or
 - 7.2 submit Your complaints or feedback to:

BNMLINK
4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.
Tel: 1-300-88-5465
(Overseas: +603 2174 1717)
BNMLINK Webpage : bnm.gov.my/BNMLINK

8. In respect of any communication between You and Us including, without limitation, the giving of any notice or demand under this Policy:

8.1 You are to –

- (a) write to Our Customer Service Department at Level 1, Menara Generali, 27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia; or
- (b) e-mail Us at customer.service.gi@general.com.my; and
- (c) call Us at 1 300 13 2121 or +603 3007 2121

8.2 We may –

- (a) write to You at the address given to Us in Your proposal for this Policy or at Your address last notified to Us in writing; or
- (b) email You at the email address given to Us in Your proposal for this Policy or at Your email address last notified to Us in writing; or
- (c) communicate with You by mobile phone or any form of electronic messaging We may consider fit at a contact number or electronic address which You have given to Us;

If sent by post, the notice or demand, if correctly addressed, will be deemed to have been received on the third day after posting. If sent by email, mobile phone or any form of electronic messaging, the notice or demand will be deemed to have been received on the day it was sent.

9. WHEREAS the Policyholder by a proposal and declaration which is hereby agreed shall be the basis of the contract and be deemed to be incorporated herein has applied to Us for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance.
10. Now this Policy witnesses that subject to the terms exceptions and conditions contained herein or endorsed hereon We will pursuant to Section I herein pay compensation to the Policyholder or in the event of his death pay to his nominee as executor or trustee or assignee as the case may be or according to Schedule 10 of the Financial Services Act 2013 (FSA) in the event there is not nomination and pursuant to Section II herein indemnify the Insured Person or in the event of this death, the estate of the Insured Person against loss or damage in the manner and to the extent hereinafter provided occurring during the Period of Insurance.

SECTION I - PERSONAL ACCIDENT COVER

We hereby agree that in the event the Insured Person shall sustain any Bodily injury caused by accidental means then if within twelve months thereof such injury shall independently of any other cause result in the Insured Person's death or disablement including temporary total disablement and temporary partial disablement as hereinafter defined or necessitate medical and surgical treatment, We will subject to the terms exceptions and conditions contained herein or endorsed hereon pay to the Policyholder or in the event of his death to his nominee as executor according to the direction of the nomination and/or trustee of the trust created over such nomination in accordance with Schedule 10 of the Financial Services Act 2013 (FSA) and/or the assignee, as the case may be or according to Schedule 10 of the Financial Services Act 2013 (FSA) in the event there is no nomination, the compensation specified in the Table of Benefits.

DEFINITION

1. "Bodily injury" shall mean injury suffered by the Insured Person anywhere in the world caused solely and directly by accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder and those arising from mosquito bites, bug bites, and / or diseases introduced by any vector.
2. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to all the normal duties of his or her usual occupation, profession or business during the period of recovery from the bodily injury.
3. "Temporary Partial Disablement" shall mean disablement which prevents the Insured Person from attending to or carrying out a substantial portion of his or her usual occupation, profession or business during the period of recovery from the bodily injury.
4. "Medical Expenses" shall mean medical and surgical expenses reasonably and necessarily incurred for treatment of bodily injury suffered within twelve (12) months from the date of the accident and paid by the Insured Person to a legally qualified and registered medical practitioner, dentist or hospital for treatment of bodily injury but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth. This shall also include the expenses incurred for traditional treatment.
5. "Period of Insurance" shall mean the period stated in the Schedule or any shorter period that may occur as result of a cancellation of this Policy.
6. "Member of his household" refers to all members of Insured Person's immediate family (i.e. Spouse and Children including legally adopted Children, Parents, Brother or Sister).
7. **Insured / Insured Person / You / Your** shall mean Persons named in the schedule covered under this Policy.
8. **We/ Us/ Our** shall mean Generali Insurance Malaysia Berhad.

NO CLAIM BONUS

In the event of no claim being made or arising under Section 1 and / or Section II of the Policy during the Period of Insurance specified below immediately preceding the renewal of this Policy, the renewal premium shall be reduced as follows:

<u>Period of Insurance Premium</u>	<u>Discount off the Standard</u>
The preceding year	10%
The preceding two or more consecutive years	15%

In the event of a claim under Section 1 and / or Section II of this Policy, the premium upon renewal will revert to the Standard Premium.

Up the expiry of the present Policy (Original Policy) and the Insured Person renewing the Policy (Renewed Policy) for a higher Benefit Plan, then the Insured Person's No Claim Bonus (NCB) for the Renewed Policy will be based on the Standard Premium of the Original Policy. On subsequent renewals, the Insured Person's entitlement to NCB will be the sum total of the NCB on the Original Policy plus the NCB on the additional premium for the Renewed Policy. This adjustment process will continue until the NCB on the renewal of the Policy exceeds the premium of the Original Policy.

Special Conditions to Section 1

1. Upon the happening of any accident likely to give rise to a claim under this Section the Insured Person and/or Policyholder shall within 14 days after the happening of the accident give written notice to Us with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.
2. All certificates, information and evidence required by Us shall be furnished at the expense of the Policyholder/ Insured Person or the nominee, trustee or assignee, as the case may be, as stated in the Policy and shall be in such form and such nature as We may prescribe.
3. The Insured Person as often as required shall submit to medical examination on Our behalf at its own expense.
4. We shall in the event of the death of the Insured Person be entitled to have post mortem carried out on the Insured Person at its own expense.
5. The compensation under this Section shall only be payable by Us upon sufficient proof in respect of such claim being tendered to Our satisfaction by the Policyholder or such person(s) able to make a claim under the terms of this Policy.
6. The Policyholder shall give immediate notice to Us of any change of address, occupation, pursuits, habits or any injury, disease, physical defects or infirmity which the Insured Person has become affected and of which he has become aware and also give notice of any other insurance effected against accident or incapacity whether at the time of inception of Policy, during the period of Insurance or at the time of any renewal(s) and/or Period(s) of Insurance thereto.

Exceptions to Section 1

We shall not be liable to pay compensation in respect or any bodily injury or death directly or indirectly caused by or in consequence of the following:

1. the Insured Person engaging in or taking part in:
 - a) any mountaineering or rock or cliff climbing or pot-holing or such like activities necessitating the use of ropes or guides.
 - b) speleology, go-karting, racing of any kind (other than foot racing), steeple-chasing.
 - c) any sports in a professional capacity.
 - d) Flying or taking part in any other aerial activities except whilst travelling in a fully licenced passenger carrying aircraft as a fare paying passenger on a recognised airline operating on a regular scheduled air routes and air travel by any charter aircraft fully licensed as a recognised air carrier and flown by professional crews between properly established and maintained airport and not as a member of the crew nor for the purpose of any trade or technical operation in or on the aircraft or with the use of aircraft.
 - e) Naval Air Force or Military service or operations or participating in operations planned or conducted by the Civil or Military Authorities.
2. the Insured Person being temporarily or otherwise insane or under the influence of drug unless the drug is taken in accordance with an authorised medical prescription (but not for the treatment of drug addiction).
3. pregnancy or childbirth or venereal disease, pre-existing physical or mental defect or infirmity or suicide or attempted suicide or any injury or death resulting from or consequential to any congenital defect whether on its own or in combination with any other factor which would fall within the ambit of an accident.
4. provoked assault, wilful exposure to needless peril except in an attempt to save human life.

Table of Compensation (For each Insured Person)

Item	Benefits	Compensation (% of Sum Insured)
A1	Accidental Death (except resulting from motor cycling)	100%
	Accidental Death resulting from motor cycling	75%
	a) A Bereavement allowance of RM3,000 in addition to the Accidental Death benefit shall be payable on accidental death of the Insured Person.	

- b) Reimbursement of actual Repatriation of Mortal Remains allowance up to a limit RM5,000 in event of the accidental death of the Insured Person outside Malaysia.

Note: The maximum amount payable for Bereavement allowance and Repatriation Allowance shall be RM3,000 and RM5,000 respectively regardless of the number of Multi PA-Protector policies by Us to the Insured Person.

A2 Permanent Disablement	Compensation (% of Sum Insured)
1. (a) Loss of one hand or arm	100%
(b) Loss of one foot or leg	100%
(c) Loss of all sight in both eyes	100%
(d) Total paralysis or being permanently bedridden	100%
(e) Permanent total disablement from engaging in or attending to employment or occupation of every description	100%
2. (a) Loss of all sight in one eye	50%
(b) Loss of hearing in one ear	15%
(c) Loss of hearing in both ears	75%
(d) Loss of speech	20%
(e) Loss of thumb	20%
	- both phalanges
	- one phalanx
(f) Loss of index finger	10%
	- all phalanges
	- two phalanges
	- one phalanx
(g) Loss of any other finger (each)	5%
	- all phalanges
	- two phalanges
	- one phalanx
(h) Loss of metacarpals	3%
	- each
(i) Loss of great toe	3%
	- all phalanges
	- one phalanx
(j) Loss of other toe (each)	2%
	- all phalanges
	3%

The Compensation for Item A2 - Permanent Disablement resulting from motor-cycling is limited to 75% of the above stated compensation.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the Insured Person's coverage under Item A2 by the amount from the date of accident until expiration of the Policy.

Any existing disability will be taken into account in assessing Compensation in respect of subsequent Bodily Injury.

B1 Temporary Total Disablement : Weekly Compensation stated in the Table of Benefits.

B2 Temporary Partial Disablement : 50% of Weekly Compensation stated in Item B1 above.

Proviso

The aggregate maximum period wherein compensation is payable under Item B1 and/or B2 shall not exceed 52 weeks from the date of the disablement.

Compensation under Item B1 and/or B2 shall only be payable upon certification by a legally qualified Medical Practitioner.

C Medical Expenses : Reimbursement of expenses incurred per accident up to the amount stated in the Table of Benefits. This item inclusive of expenses incurred for traditional treatment up to maximum limit of RM50.00 per visit and the overall payment for traditional treatment is up to maximum RM350.00 per accident.

D Recuperating Benefit : In the event of hospitalisation exceeding 5 days or more, an additional sum of RM1,000 in respect of each accident is payable upon discharge from hospital.

E Hospital Income Benefits : A daily benefits as specified in the Table of Benefits is payable for a period the Insured Person is confined in a hospital for more than 5 days for treatment of bodily injury resulting from an accident. There is no compensation for the first 5 days of hospitalisation.

The maximum payable for this benefit is 365 days.

F Financial Obligation Benefits : In the event of claim admissible under Items A1, A2-1 (a) to (e) and A2-2(a) & (c) of the Table of Compensation, We will in addition settle the monthly repayment sum or instalment up to a maximum period of 6 months in respect of the outstanding balance of the Insured Person's housing loan and/or car loan and/or the outstanding balance of the Insured Person's credit card account at the time of the accident.

The maximum amount payable for this benefit in aggregate is up to the limit stated in the Table of Benefits.

If the housing loan is in joint names, Our liability shall be limited to Insured Person's proportionate part of the monthly repayment sum or instalment attributable to the Insured Person.

PROVIDED ALWAYS THAT:-

- (a) Our liability in respect of the same accident shall at all times be limited to the sum Insured and claim made under any or all of Items A1, A2, B1, B2 and C shall be taken in aggregate and the sum total of these claims shall be limited to the sum Insured.
- (b) In the event of payments paid or payable by Us under any Item in respect of a claim arising from any one accident then only such balance as remains of the Sum Insured shall be applied in respect of claims under any other Items in respect of the same accident, and where no such balance remains then no payments shall be made on the claim under the other Items.
- (c) Where the injury resulting in permanent disablement is not specified We reserve the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Compensation.
- (d) Our maximum liability under item C in respect of any one accident is limited to the amount shown in the Table of Benefits. If at the time of accident there be any other subsisting insurance covering medical and/or related expenses We shall not be liable to pay or contribute more than its rateable proportion.
- (e) Loss means in the case of limbs and digits loss by physical severance or permanent total loss of use. In the case of sight speech and hearing the permanent complete total irrecoverable, irreparable and incurable loss of faculty.

TABLE OF BENEFITS					
BENEFITS	PLAN				
	MP 1	MP 2	MP 3	MP 4	MPC
Death & Permanent Disablement	50,000	100,000	200,000	300,000	20,000
Motorcycling (75% of Death & Permanent Disablement)	37,500	75,000	150,000	225,000	N/A
Financial Obligation Benefit	10,000	10,000	15,000	20,000	N/A
Bereavement Allowance	3,000	3,000	3,000	3,000	3,000
Repatriation Expenses (Overseas)	5,000	5,000	5,000	5,000	N/A
Medical Expenses inclusive of Traditional Treatment (Max RM50 per visit)	3,000 350	5,000 350	7,000 350	9,000 350	3,000 350
Recuperating Benefit	1,000	1,000	1,000	1,000	N/A
Hospital Income Benefit (In excess of 5 days)	75	100	125	150	N/A
Weekly Benefit - Temporary Total Disablement (Per Week)	50	75	125	175	N/A
Personal Liability	50,000	75,000	100,000	125,000	N/A

SECTION II - PERSONAL LIABILITY

We hereby agree to indemnify the Insured Person against the Insured Person's personal liability at law for damages and any claimant's legal costs and expenses up to the Limit of Indemnity stated in the Schedule to Section II in respect of:-

- (a) accidental bodily injury to persons
- (b) accidental damage to property

happening during the Period of Insurance. The maximum amount payable by Us for damages in respect of one accident or all accidents of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity. We will in addition pay such legal costs and expenses incurred by the Insured Person with its prior written consent.

In the event of death of the Insured Person, We will in respect of the liability incurred by the Insured Person indemnify the Insured Person's estate against such loss as set out above who shall as though they were the Insured Person observe, fulfil and be subject to the terms, exceptions and condition of this Section so far as they are applicable.

Special Conditions to Section II

1. The Insured Person shall use all reasonable diligence and care to keep the Insured Person's private residence in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damages as the circumstances may require and We shall not be liable for injury, loss or damage caused by a defect which the Insured Person has failed to remedy after having knowledge of the same or after having received notice of such defect either from Us or any person or public body.
2. This insurance does not cover any loss which, at the time of the happening of such loss, is insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
3. In connection with claims against the Insured Person arising out of one accident or all accidents of a series consequent on or attributable to one source or original cause We may at any time pay to the Insured Person the Limit of Indemnity (after deduction of any sums already paid as damages) or any lesser amount for which such claims can be settled and there upon Us shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which We may be responsible under this Section in respect of matters prior to the date of such payment.
4. Upon the happening of any event which may give rise to a claim under this Section, the Policyholder shall within fourteen (14) days therefrom give written notice to Us with full particulars. Every letter, claim, writ of summons or process in respect of such claim shall be forthwith forwarded to Us upon receipt of the same by the Insured Person. Written notice shall also be given to Us within fourteen (14) days from the date on which the Insured Person shall have knowledge of any event for which there may be liability under this Section. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured Person without Our written consent which shall be entitled to take over and conduct in the name of the Insured Person the defence or settlement of any claim or to prosecute in the name of the Insured Person for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured Person shall give all such assistance as We may require.

Exception to Section II

We shall not be liable for any liability in respect of the following:

1. bodily injury or illness to the Insured Person or any member of his household or any person employed by the Insured Person or any member of his household.
2. damage to property belonging to or in the care, custody and/or control of the Insured Person or any member of his household or any person employed by the Insured Person or any member of his household.
3. arising from any agreement unless liability would have arisen in the absence of such agreement.
4. arising out of any business, trade or profession.
5. arising out of the use, ownership or possession of firearms, aircraft, watercraft, hovercraft, mechanically propelled vehicles, lift, animals of a dangerous species or livestock of any kind.
6. arising out of the ownership or occupation of building, land or premises other than at the private residence of the Insured Person.
7. in respect of:-
 - (i) judgements delivered or obtained in first instance otherwise than by a Court of competent jurisdiction within Malaysia.
 - (ii) Costs and expenses of litigation recovered by any claimant from the Insured Person which are not incurred in and recoverable in Malaysia.
8. arising out of alterations, additions or repairs to the private residence of the Insured Person.

GENERAL EXCEPTIONS

Applicable to both Sections I and II

This Policy does not cover death or disablement of liability of whatsoever nature whether directly or indirectly arising from or in consequence of the following:-

1. war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military, usurped power or Martial law.

2. Any act of terrorism. For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of person, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding, where We allege that by reason of the provisions of this condition any loss is not covered by this insurance, the burden of proving that such loss is covered shall be upon the Policyholder or the Insured Person.

3. nuclear weapons materials, ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
4. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this may be acquired or named.

GENERAL CONDITIONS

Applicable to both Sections I and II

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfilment of the Terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Policyholder or any claimant under this Policy shall be conditions precedent to Our liability to make any payment under this Policy.
3. All notices required to be given by the Policyholder to Us must be in writing addressed to Us and no alteration in the terms of this Policy nor any endorsement thereon will be held valid unless the same is signed or initialled by Our authorised representative.
4. We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Policyholder as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the Policyholder (or the nominee, trustee or assignee as the case may be as stated in the Policy) of insurance monies under this Policy shall be a sufficient and an effectual discharge of the obligations of Us.
5. If the proposal or declaration of the Policyholder is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or any change in circumstances is not made known to Us or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void and all premiums paid thereunder shall be forfeited.
6. We shall not be bound to renew this Policy or to send notice of the renewal premium becoming due. We may by notice in writing to the Policyholder under registered letter to his or her last known address give seven (7) days notice of their intention to terminate this Policy returning on demand a proportion of the premium corresponding to the unexpired period of Insurance. By like notice to Us the Policyholder may at any time cancel this Policy in which case We will retain Our customary short period premium for the time the Policy has been in force.
7. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an umpire appointed in writing by Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against Us. If We shall disclaim liability to the Policyholder for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

CLAUSES AND WARRANTIES APPLICABLE TO SECTION I OF THE POLICY

1) Payment of Benefits Clause

The nominee is named in the Policy at the request to Policyholder/Insured Person and is not party to this contract. Payment of any compensation under this Policy to the nominee shall be according to the nomination and/or trust and/or assignment, as may be applicable, in accordance with the requirements of the Schedule 10 of the Financial Services Act 2013 (FSA).

In the event no nomination is made and We are called upon to pay compensation on this Policy under Schedule 10 of the Financial Services Act 2013 (FSA), We shall pay at its sole discretion and any such payment will effectively discharge Us of all subsequent claims and liabilities from any party whomsoever.

2) **Disappearance Clause**

We shall pay the death compensation if during the period of Insurance the Insured Person disappears following an accident involving aircraft or at sea or in a natural calamity and the Insured Person's body is not found within one year after its disappearance and sufficient evidence is produced satisfactory to Us that leads We inevitably to the conclusion that the Insured Person died as a result of an event within the scope of this Policy.

3) **Exposure Clause**

It is hereby declared and agreed that in the event of the Insured Person after sustained accidental injury arising from events insured hereunder be exposed to the elements of nature resulting in death, We shall agree to compensate the Insured Person subject to the terms, limitations, conditions and exclusions of this Policy.

It is further declared and agreed that in the event of such claims for compensation a properly constituted judicial body of enquiry shall first affirm that the Insured Person has died of exposure after having sustained accidental injury arising from an insured event.

4) **Premium Warranty**

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by Us within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this Condition is not complied with then this contract is automatically cancelled and We shall be entitled to the pro rata premium for the period they have been on risk.

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

5) **Cash Before Cover Endorsement (applicable to individual policyholder only)**

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by us before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

The authorized agent shall remit the premium within fifteen (15) working days upon receipt of such premium from you. We reserve the right to refuse any coverage and/or reject any claim resulting from non-payment of premium to Us.

6) **Service Tax**

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

7) **Sanction Limitation Clause**

No (re) insurer shall be deemed to provide Cover and no (re) insurer shall be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such Benefit would expose that (re) insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America, or Malaysia.

9) **Territorial Exclusion Clause**

The Insurer shall not indemnify the Insured for any liability:

- (i) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of "Excluded Countries/Territories", or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part;
- (ii) incurred by the government of "Excluded Countries/Territories" or resulting from activities that involve or benefit the government of "Excluded Countries/ Territories", or where the payment of such indemnity by the Insurer will benefit the government of "Excluded Countries/Territories";
- (iii) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in "Excluded Countries/Territories"; Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of "Excluded Countries/Territories", persons or entities resident in "Excluded Countries/Territories".

List of Excluded Countries/Territories

1. Israel
2. Iran
3. Syria
4. North Korea
5. Crimea Region and the Zaporizhzhia, Kherson, Donetsk and Luhansk People's region
6. Belarus
7. Russian Federation

Please refer to the latest Excluded Countries / Territories list at www.generali.com.my

10) **Data Privacy Notice**

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