



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.

BIZ PA POLICY

IMPORTANT NOTICES

1. This is Your **Biz PA** 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.

Statement Pursuant to Schedule 9 of the Financial Services Act 2013

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 the insurance hereinafter contained and has paid or agreed to pay the Premium in respect of such insurance.

NOW THIS POLICY WITNESSETH that if the Insured Person during the Period of Insurance shall, due to an Accident, sustain any Accidental Bodily Injury as hereinafter defined being the sole and direct cause of the Insured Person's death or disablement or necessitate medical and/or surgical treatment as defined hereinafter, We will subject to the terms exceptions and conditions herein or endorsed hereon pay in accordance with Schedule 10 of Financial Services Act 2013 the provisions of this Policy the compensation as specified in the selected plan of the Schedule of Benefits.

DEFINITIONS

1. **"Accident"** or **"Accidental"** shall mean a sudden, unintentional, unexpected, unusual, or fortuitous specific event that occurs at an identifiable time and place during the Period of Insurance.
2. **"Alternative Medicine"** shall mean treatment from a traditional Medical Practitioner, osteopath, physiotherapist and/or a chiropractor.
3. **"Bodily injury"** shall mean injury suffered by the Insured Person caused solely and directly by Accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder and/or disease, sickness or illness caused by bodily injury and/or any cause gradually operating upon the Insured Person.
4. **"Endorsement"** means a written alteration to the terms, conditions and limitations of this Policy.

5. **"Hospital"** shall mean only 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:
 - (a) has facilities for diagnosis and major surgery;
 - (b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
 - (c) is under the supervision of a Medical Practitioner; and
 - (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.
6. **"Insured Person"** shall mean the person named in the Schedule and who must be a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed in Malaysia or who is legally residing in Malaysia.
7. **"Medical Expenses"** means the cost of medical surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing and ambulance charges which is Medically Necessary.
8. **"Medically Necessary"** means a medical service which is: -
 - (a) consistent with the diagnosis and customary medical treatment for a covered disability, and
 - (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
 - (c) not for the convenience of the Insured Person or the Medical Practitioner, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient), and
 - (d) not of an experimental, investigational or research nature, preventive or screening nature,
 - (e) for which the charges are fair and reasonable and customary for the disability.
9. **"Medical Practitioner"** shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment is practising within the scope of his licensing and training in the geographical area of practice.
10. **"Period of Insurance"** shall mean the period stated in the Schedule or of any subsequent period in respect of which the Insured Person shall have paid and We shall have accepted the Premium required for the renewal of this Policy or any shorter period that may occur as result of a cancellation of this Policy.
11. **"Permanent Disablement"** means permanent disablement of a member of the body, the details of which are stated in the Table of Compensation and which disability lasts more than twelve (12) months following which there is no hope of improvement.
12. **"Premium"** means any amount We require You to pay under the Policy plus any additional taxes or charges imposed by the government in respect of the execution and delivery of this Policy.
13. **"Policy"** shall mean this legal contract or Endorsements between Policyholder and Us, where We agree to give the Policyholder the benefits as stated in the Policy/Endorsement in consideration of the Premiums paid by the Policyholder to Us and subject always to the terms and conditions of this Policy.
14. **"Policyholder"** shall mean the person or entity that owns the Policy as described in the Schedule to whom this Policy has been issued in respect of cover for the Insured Person(s).
15. **"Public Conveyance"** shall mean any land, water or air conveyance operated under a license for the transportation of passengers for hire. Travelling in a public transport means as a fare-paying passenger in any public transport.
16. **"Professional Sports"** refers to any sports engagement by Insured Person, where Insured Person could earn income or remuneration by participation.
17. **"Schedule"** shall mean the document which provides details of the Policyholder and any terms and conditions that are specific to Your contract.
18. **"We/Us/Our"** shall mean Generali Insurance Malaysia Berhad.
19. **"You/Your"** shall mean the Policyholder named as the Insured in the Schedule.

SECTION 1 – PERSONAL ACCIDENT COVER

1. **Accidental Death**
We will pay the amount specified in the Schedule of Benefits if the Insured Person sustains Accidental Bodily Injury resulting in his/her death within twelve (12) months from of the date of Accident.
2. **Accidental Permanent Disablement**
We will pay the amount specified in the Schedule of Benefits according to the percentage of Table of Compensation if the Insured Person sustains Accidental Bodily Injury resulting in his/her Permanent Disablement within twelve (12) months from of the date of Accident.
3. **Additional Indemnity for Public Conveyance**
We shall pay the amount specified in the Schedule of Benefits 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 Conveyance.

TABLE OF COMPENSATION

Item	Benefits	Percentage of Capital Sum Insured
1	ACCIDENTAL DEATH (occurring within twelve calendar months of the Accident)	100%
2	PERMANENT DISABLEMENT (occurring within twelve calendar months of the Accident)	
	Loss of two limbs	100%
	Loss of both hands or of all fingers and both thumbs	100%
	Loss of sight of both eyes	100%
	Total paralysis	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing permanent total disablement which prevents the Insured Person from engaging in or attending to employment or occupations of any and every kind	100%
	Loss of arm at shoulder	100%
	Loss of arm between shoulder and elbow	100%
	Loss of arm at elbow	100%
	Loss of arm between elbow and wrist	100%
	Loss of hand at wrist	100%
	Loss of leg	100%
	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
	Eye: loss of	100%
	- whole eye	100%
	- all sight in one eye	100%
	- all sight in one eye except perception of light	50%
	- lens of one eye	50%
	Loss of four fingers of one hand	40%
	Loss of thumb	30%
	- both phalanges	15%
	- one phalanx	15%
	Loss of index finger	10%
	- three phalanges	5%
	- two phalanges	5%
	- one phalanx	3%
	Loss of middle finger	6%
	- three phalanges	5%
	- two phalanges	3%
	- one phalanx	3%
	Loss of ring finger	5%
	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	3%
	Loss of little finger	4%
	- three phalanges	3%
	- two phalanges	3%
	- one phalanx	3%
	Loss of metacarpals	4%
	- first or second (additional)	3%
	- third fourth or fifth (additional)	20%
	Loss of toes	8%
	- All	3%
	- great, both phalanges	2%
	- great, one phalanx	100%
	- other than great if more than one toe lost, each	75%
	Permanent Loss of speech & hearing in both ears	25%
	Loss of hearing	50%
	- both ears	2.5%
	- one ear	5%
	Loss of speech	12.5%
	Shortening of arm	5%
	- more than 1" up to 2"	10%
	- more than 2" up to 4"	25%
	- more than 4"	
	Shortening of leg	
	- more than 1" up to 2"	
	- more than 2" up to 4"	
	- more than 4"	
	The degree of shortening of arm/leg is to be certified in medical report from a medical specialist	

Provided always that:

- (a) It is fundamental and absolute term of this Policy that under no circumstances would We be liable to make any payment in excess of the capital sum insured in respect of any claim(s) under this Policy.
- (b) Where the injury is not specified, We reserve the right to adopt a percentage of disablement which, in its absolute discretion is not inconsistent with the provisions of the Table of Compensation.
- (c) Loss means in the case of limbs and digits loss by physical severance or permanent total loss of use. Loss of speech shall mean total inability to communicate verbally.
- (d) The aggregate of all percentage payable in respect of any one Accident 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 this Policy, all insurance hereunder shall immediately cease to be in force. All other losses lesser than one-hundred percent (100%) if having been paid shall reduce the coverage by that amount from the date of Accident until the expiry of this Policy.

SECTION 2 – ADDITIONAL BENEFITS COVER

4. **Accidental Medical Expenses**

We will reimburse the Insured Person for Medical Expenses incurred as a result of an Accident provided that Our maximum liability in respect of any one Accident is limited to the amount as specified in the Schedule of Benefits. If at the time of an Accident, there be any other existing insurance covering medical and/or related expenses, We shall not be liable to pay or contribute more than its ratable proportion.

This benefit is inclusive of expenses incurred for Alternative Medicine up to the maximum limit specified in the Schedule of Benefits.

5. **Ambulance Fees**

We will reimburse the actual charges incurred for necessary ambulance services rendered in Malaysia to and/or from the Hospital up to the amount specified in the Schedule of Benefits provided such ambulance fees were incurred as a result of an Accident to the Insured Person.

6. **Bereavement Allowance**

We will pay the amount as specified in the Schedule of Benefits to the Insured Person's legal representative as bereavement allowance in the event of the death of the Insured Person due to an Accident.

7. **Burns (Second or Third Degree)**

We will pay the relevant benefits to the extent specified below up to the limit as specified in the Schedule of Benefits if the Insured Person sustains Bodily Injury resulting in second degree or third degree burns.

(1) Third Degree burns

Area damage as a percentage of total body surface:

a) Head		
i.	Equals to or greater than 2% but less than 5%	50%
ii.	Equals to or greater than 5% but less than 8%	75%
iii.	Equals to or greater than 8%	100%
b) Body		
i.	Equals to or greater than 10% but less than 15%	50%
ii.	Equals to or greater than 15% but less than 20%	75%
iii.	Equals to or great than 20%	100%

(2) Severe Second Degree Burns subject to the Specified Body Area Compensation Scale below:

a)	Face and neck and head	100%
b)	Hand and forearm below elbow joint (right)	25%
c)	Hand and forearm below elbow joint (left)	20%
d)	Upper arm below shoulder joint to elbow (right)	15%
e)	Upper arm below shoulder joint to elbow (left)	10%
f)	Torso below neck top shoulder joints and hip joints	36%
g)	Thigh below hip joint to knee joint	9%
h)	Foot and lower leg below knee joint	27%

Severe Second Degree Burns mean burns in which damage extends through the epidermis and into the dermis whereby:

- i) Wounds are painful, moist and with blister; and
- ii) Wounds may appear erythematous; and
- iii) Deeper wounds may appear white.

with manifestation of deep partial thickness where the skin re-epithelializes from deeply seated epithelial cells which line the hair follicles and sweat glands.

SPECIFIC EXCLUSION

We will not pay for liability arising directly or indirectly from sunburn, in-door tanning, cosmetic tanning, or anaesthetic procedures.

8. **Daily Hospital Income**

A daily benefit as specified in the Schedule is payable for a period the Insured Person is confined in a Hospital, provided Income that the Insured Person is hospitalized within twenty-one (21) days from the date of the Accident, for more than twelve (12) hours for treatment of Bodily Injury resulting from an Accident. The maximum payable under this benefit is up to a maximum of ninety (90) days. Successive periods of Hospital confinement due to the same cause shall be considered as one Accident.

9. **Death Due to Dengue**

We will pay the amount as specified in the Schedule of Benefits if the Insured Person dies as a result of dengue fever. This benefit is not payable if death occurs within thirty (30) days from when the Insured Person's cover became effective under the Policy and/or if dengue is declared as an epidemic outbreak by the Government or Authorities of the country/area where the dengue is contracted.

10. **Dengue Recuperation**

We will pay a lump sum amount as specified in the Schedule of Benefits if the Insured Person is granted medical leave to rest at home following a dengue treatment as a recuperating allowance provided always that the medical leave was issued by the attending Medical Practitioner where the dengue treatment was sought.

11. **Fractured Bones**

We will pay the amount as specified in the Schedule of Benefits if the Insured Person suffers from an Accident which results in a fracture subject to the applicable percentage as stated in the table below.

Fracture Scale

A complete fracture where there is a break in the full thickness of the bone of:

i.	vertebral column (other than coccyx)	100%
ii.	pelvis or hip	80%
iii.	skull (other than nose and teeth)	30%
iv.	breast bone, ankle, or one or more bones of the leg (femur, patella, tibia and fibula)	30%
v.	collar bone, elbow, wrist or one or more bones of the arm (humerus, radius, ulna)	15%
vi.	rib or coccyx	10%
vii.	one or more bones of the hand, fingers, foot, thumbs, toes, the nose or any bone not specifically covered in (i) to (vi) above.	3%

Compensation Limit:

- (a) When more than one form of fracture results from one Accident, the percentages are added together. We will however not pay more than one-hundred percent (100%) of the sum insured shown in the Schedule of Benefits.
- (b) This benefit is subject to a maximum of one (1) fracture per Insured Person within the Period of Insurance.

12. **Medical Report Fees**

We will reimburse the cost of medical reports up to the amount as specified in the Schedule of Benefits if such reports are specifically required by Us for processing claims.

13. **Purchase of Prosthesis / Wheelchair**

In the event the Insured Person suffers Permanent Disablement due to an Accident, We shall reimburse the Insured Person the actual costs of purchasing any of the following medical equipment up to the maximum limit per Accident as specified in the Schedule of Benefit provided always that such medical equipment are necessary to assist in the mobility of the Insured Person and are recommended by the attending specialist Medical Practitioner.

- (i) Wheelchair
- (ii) Artificial arm or leg
- (iii) Crutches

14. **Recruitment Costs**

If the Insured Person or group of Insured Persons suffer Bodily Injury and in Our opinion, this is likely to result in a valid claim under the Policy with respect to Accidental Death or Permanent Disablement for either:

- a) Accidental Death; or
- b) Permanent Total Disablement

We will pay the reasonable costs incurred by You for recruitment of replacement employees up to a maximum amount as specified in the Schedule of Benefits. Costs must be incurred within forty-five (45) days of the Bodily Injury being suffered and be necessary for the continuation of Your business. This cover is subject to You giving Us a signed undertaking that any amount paid to You will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

15. **Repatriation Expenses**

We will reimburse the actual expenses up to a maximum amount as specified in the Schedule of Benefits for repatriation expenses incurred in transporting the Insured Person's mortal remains back to the Insured Person's home country if the Insured Person's death is due to an Accident whilst travelling outside of his/her home country and is covered under this Policy.

16. **Snatch Theft Compensation**

In the event the Insured Person is a victim out of snatch theft, We will pay the snatch theft compensation for a sum as specified in the Schedule of Benefit. Provided always that the Insured Person submit the police report to Us. Police Report must be made within twenty-four (24) hours of occurrence.

17. **Trauma Counselling Compensation**

If the Insured Person witnesses and/or is the victim of a traumatic event such as but not limited to, rape, armed hold up, assault, or natural disaster, We will reimburse the cost of trauma counselling which is recommended by the Insured Person's Medical Practitioner subject to a maximum amount as specified in the Schedule of Benefits.

18. **Temporary Total Disablement / Temporary Partial Disablement**

- (a) Temporary Total Disablement : Weekly Compensation stated in the Schedule of Benefits
- (b) Temporary Partial Disablement : 50% of Temporary Total Disablement

Proviso

Compensation is payable only if such Bodily Injury shall, within twenty-one (21) days from the date of Accident, continuously disable and prevent the Insured Person from performing duties of his or her usual occupation, profession or business.

The aggregate maximum period wherein compensation is payable under Item 18(a) and/or 18(b) shall not exceed Fifty-Two (52) weeks from the date of the Accident.

All sums paid or becoming payable under Item 18(a) and/or 18(b) shall be deducted from any claim under Item 1 or 2 of the Schedule of Benefits that has been admitted and become payable.

Compensation under Item 18(a) and/or 18(b) shall only be payable upon certification by a legally qualified and registered Medical Practitioner.

SPECIFIC RISKS

It is hereby declared and agreed that the insurance shall extend to cover death or Bodily Injury caused by or in connection with any the following:

- a) Fire, convulsion of nature such as earthquake, windstorm, flood, typhoon, lightning
- b) Motorcycling but excluding riding without a valid driving or participating in illegal race.
- c) Unprovoked murder and assault
- d) Suffocation by smoke, poisonous gas or fumes
- e) Food and drink poisoning
- f) Insect bites, snake bites or animal attack
- g) Drowning
- h) Hijacking of any land/sea /air conveyance in which the Insured Person(s) is travelling as a fare-paying passenger.
- i) Amateur sports activities
- j) Strike, riot and civil commotion but excluding Bodily Injury directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with:
 - (i) War, invasion, the act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war;
 - (ii) Mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising rebellion revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing or it by terrorism or violence or by the direct consequences of any of the said occurrences.

SECTION 3 – OPTIONAL BENEFITS COVER

Cashless Hospital Admission and Discharge (Optional)

In the event the Insured Person requires hospitalization due to Accident, We will facilitate the Insured Person's admission into a participating Hospital in Malaysia listed under Our panel Hospital by providing the guarantee required by the Hospital up to a maximum as specified in the Schedule of Benefits. Thereafter, We will also facilitate the Insured Person's discharge from the same hospital provided:

- (i) the final bills from the hospital does not exceed the Insured Person's Medical Expenses benefit stated in the Schedule of Benefits.
- (ii) all items in the final bill from the hospital are in fact covered under the Medical Expenses benefit as defined in this Policy. Items that are not covered will have to be borne by the Insured Person.

This cashless benefit will only be activated after seven (7) working days from the submission and acceptance of Your proposal at Our registered office. It is hereby declared and agreed that Food and Drinks Poisoning is excluded from the cashless admission.

GENERAL EXCEPTIONS

This Policy does not cover death or any injury / disablement directly or indirectly caused by or in connection with any of the following:-

1. insanity, committing or attempting to commit suicide (whether sane or insane), intentional self -inflicted injuries or any attempt thereat;
2. any form of sickness, illness, disease, infection or parasites and/or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
3. congenital defect, pre-existing physical or mental defect or infirmity.
4. provoked murder or assault, willful exposure to needless peril except in an attempt to save human life.
5. while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service.
6. while participating in unlawful activities or committing or attempting to commit any unlawful act.
7. while participating in any Professional Sports.
8. martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) meters in depth, mountaineering involving the use of ropes or mechanical guides.

9. racing (other than on foot), pace-making, speed or reliability trials.
10. driving or riding without a valid driving license. This will not apply if the Insured Person has an expired license but is not disqualified from holding or obtaining such driving license under any existing laws, by-laws and regulations.
11. being under the influence of drugs except prescribed by a legally licensed Medical Practitioner (but not for the treatment of drug addiction).
12. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, mutiny, popular uprising.
13. 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.

GENERAL CONDITIONS

This Policy and Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. **Condition Precedent to Liability**
The due observance and fulfilment of the terms, provisions, conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by You or any claimant under this Policy shall be conditions precedent to Our liability to make any payment under this Policy.
2. **Notice**
Every notice or communication to be given or made under this Policy shall be delivered in writing to Us.
3. **Misstatement or Omission of Material Fact**
Subject to the relevant duty of disclosure of the Insured Person, if any answer, disclosure or representation by You, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect; or before this contract of insurance is entered into, varied or renewed, You failed to disclose any fact that You knew to be relevant to Our decision on whether to accept this risk or not and the rates and the terms to be applied, or a reasonable person in the circumstances could be expected to know to be relevant; or any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim, then in any of the above cases, this Policy shall be void.
4. **Governing Law**
This Policy shall be interpreted and governed by the laws of Malaysia. Any action or suit against Us shall only be instituted in a Malaysian court.
5. **Change in Risk**
You shall give immediate notice in writing to Us of any material change in Your occupation, business, duties or pursuits and pay any additional Premium that may be required by Us.
6. **Claims Notification, Procedure and Settlement**
 - (a) Notice of injury on which the claim may be based, and which is covered by this Policy, must be given to Us not later than thirty (30) days and upon receipt of such notice We shall furnish the Insured Person with a claim form filing of proof of claim.
 - (b) In case of death reasonable notice shall be given to Us before burial or cremation and We may require to be represented at a post-mortem body of the Insured Person. We shall have the right and opportunity to make an autopsy at Our own expense where it is not forbidden by law. Immediate notice of time and place shall be given to Us of any inquest appointed.
 - (c) All certificates, information and evidence required by Us shall be furnished by You, the 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 of such nature as We may prescribe.
 - (d) The compensation under this Policy shall only be payable by Us upon sufficient proof in respect of such claim being tendered to Our satisfaction by You or such person(s) able to make a claim under the terms of the Policy.
 - (e) The Insured Person shall seek medical treatment immediately upon any Accident and act upon any medical or surgical advice as soon as practicable.
7. **Termination of Insurance**
 - (a) **Termination by You**
If You give notice to Us to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is 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 claims has been made during the current Period of Insurance.

The following scale of short period rates shall apply:

<u>Period of Insurance</u>	<u>Percentage of Annual Premium to be Charged</u>
2 Months (minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

- (b) **Termination by Us**
We may cancel this Policy at any time by giving thirty (30) days' notice in writing by registered post to You at Your last known address. In the event Premium has been paid for any period beyond the date of termination of this Policy, the pro-rata Premium shall be refunded to You provided that no claim has been made during the current Period of Insurance.
- (c) **Automatic Termination**
This Policy shall lapse / terminate at mid-night (standard Malaysian time) on the last day of the Period of Insurance.
8. **Territorial Limit**
This Policy provides cover on 24 hours worldwide basis.
9. **Residence or Travel Overseas**
No benefit or coverage whatsoever shall be allowed if the Insured Person resides or travel outside Malaysia for more than ninety (90) consecutive days.
10. **Age Limits**
On the first effective date of this Policy, the Insured Person must be between sixteen (16) to seventy (70) years old and renewable up to seventy-five (75) years old. Age reference points is on age last birthday basis as of the Policy effective date.
11. **Cooling-off Period**
If this Policy shall have been issued and for any reason whatsoever You decide not to take up the Policy, You may return the Policy to Us for cancellation provided such request for cancellation is delivered by You to Us within fifteen (15) days from the effective date of the Policy. You are entitled to the return of the full Premium paid less deduction of any expenses incurred by Us in the issue of the Policy, provided no claims have been made.
12. **Data Privacy Notice**
You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website www.generali.com.my. We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.

CLAUSES/ENDORSEMENTS/WARRANTY

1. **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 the Premium payable was received by a person, including an insurance agent, who was not authorised to receive such Premium shall lie on Us.
2. **Conveyance Limit Clause**
It is hereby declared and agreed that Our maximum liability per conveyance in the event a number of Insured Person are travelling in one common aircraft or surface transport vehicle or waterborne vessel shall be limited to RM10,000,000.00 or up to the total sum insured whichever is lower. In the event the aggregate sum payable exceeds the said amount, We shall settle the claims of the respective Insured Person on a proportionate basis.
3. **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.
4. **Sanction Limitation & Exclusion Clause**
No 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.
5. **Communicable Disease Exclusion LMA5394**
1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- 2.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property. Bodily Injury, illness, emotional distress or damage to human health, human welfare or property damage.

6. **Cyber Loss Absolute Exclusion Clause IUA 09-081**

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any
 - 2.3 Computer System, Computer Network or Data;
 - 2.4 access to, processing, transmission, storage or use of any Data;
 - 2.5 inability to access, process, transmit, store or use any Data;
 - 2.6 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.7 any error or omission or accident in respect of any Computer.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

7. **Terrorism Cover Clause**

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance shall exclude Terrorism but only as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destructions howsoever these may be distributed or combined.

For the purpose of this Clause:

1. Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not 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).
2. 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.
3. 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.
4. 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.

If We allege that by reason of the exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

8. **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 (1) year after its disappearance and sufficient evidence is produced to the satisfaction of 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. 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.

9. **Exposure Clause**

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

10. **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.

SCHEDULE OF BENEFITS

Benefit	Sum Insured Per Person (RM)						
	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7
SECTION 1 – PERSONAL ACCIDENT							
Accidental Death	30,000	50,000	100,000	200,000	300,000	400,000	500,000
Accidental Permanent Disablement	30,000	50,000	100,000	200,000	300,000	400,000	500,000
Additional Indemnity for Public Conveyance	30,000	50,000	100,000	200,000	300,000	400,000	500,000
SECTION 2 – ADDITIONAL BENEFITS							
Accidental Medical Expenses (inclusive of Alternative Medicine)	2,000	3,000	4,000	5,000	6,000	8,000	10,000
- Alternative Medicine	50 per visit Up to 500 per accident						
Ambulance Fees	500	500	500	500	500	500	500
Bereavement Allowance	1,000	2,000	2,000	3,000	3,000	5,000	5,000
Burns (Second or Third degree)	3,000	5,000	10,000	10,000	10,000	10,000	10,000
Daily Hospital Income (per day up to max. 90 days)	50	75	100	125	150	175	200
Death Due to Dengue	3,000	5,000	10,000	20,000	30,000	40,000	50,000
Dengue Recuperation	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Fractured Bones (up to max.)	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Medical Report Fees	100	100	100	100	100	100	100
Purchase of Prosthesis / Wheelchair	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Recruitment Costs	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Repatriation Expenses	5,000	5,000	10,000	10,000	10,000	10,000	10,000
Snatch Theft Compensation	250	250	350	350	350	500	500
Trauma Counselling Compensation (per session up to max. RM3,000 per Policy)	500	500	500	500	500	500	500
Optional Cover – Weekly Compensation							
Temporary Total Disablement	100	125	150	200	250	300	500
Temporary Partial Disablement	50	62.50	75	100	125	150	250
Cashless Hospital Admission and Discharge (for Accidental Medical Expenses Benefit)	Maximum RM2,000 for Cashless Facility						