



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 LUCKY PERSONAL ACCIDENT POLICY

IMPORTANT NOTICES

1. This is Your **Multi Lucky Personal Accident** 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@generali.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 subject to the terms exceptions and conditions contained herein or endorsed hereon We agree to pay the compensation or indemnity in the manner stated in this Policy in the event of the insured event stated herein occurring during the Period of Insurance.

DEFINITION

1. "Accident" or "Accidental" shall mean any sudden or unexpected and violent event on Your part, resulting directly and independently from the action of an external cause other than any intentionally self-inflicted injury
2. "Bodily injury" shall mean accidental injuries sustained by You resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means and does not include sickness, disease or gradual physical or mental deterioration.
3. "Capital Sum Insured" shall mean the Original Sum Insured plus all no claim bonus accrued under this policy, if any.
4. "Insured / Insured Person / You / Your" shall mean the Persons named in the Schedule covered under 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 24 hour a day nursing services by registered and graduate nurses;
 - c) is under the supervision of a physician; 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. "Loss of Use" means permanent and total loss of the use of the Limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of Your professional or occupational incapacity or disability.
7. "Original Capital Sum Insured" shall mean the Capital Sum Insured under Item A of the Table of Compensation selected when this Insurance was first effected.
8. "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 three hundred and sixty-five (365) days following which there is no hope of improvement.

9. "Permanent Total Disablement" shall mean Permanent Disablement which:
 - a) Continues for a period of three hundred and sixty-five (365) days, and
 - b) Is confirmed as total, continues and permanent by a Medical Practitioner after three hundred and sixty-five (365) days, and
 - c) Entirely prevents You from engaging in or giving attention to gainful occupation or any and every kind for the remainder of Your life.
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. "Public Conveyance" shall mean any land, water or air conveyance operated under a licence for the transportation of passengers for hire. Travelling in a public conveyance means as a fare-paying passenger in any public conveyance.
12. "Policy" shall mean Your insurance contract which consists of this Policy wordings and the Schedule issued to You.
13. "Premium" shall mean any amount We require You to pay as consideration for the Policy and includes the applicable government charges.
14. "Proposal" shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured or Insured Person in addition thereto or in substitution therefor.
15. "Total Paralysis" shall mean total and permanent loss of functional use of all four limbs and trunk arising solely and directly from the Bodily Injury, causing permanent damage to Your nervous system which shall completely and permanently prevent You from engaging in any occupation which You are capable by reason of education, training or experience, always provided that the disability must commence within 6 months of the Accident, has continued for an uninterrupted period of 365 days, cause You to be bedridden and be certified to be so by a qualified physician.
16. "Schedule" shall mean the Schedule to this Policy which is issued to You and forms part of this Policy and where the benefits and Sum Insured are stated.
17. We/Our/Us shall mean Generali Insurance Malaysia Berhad.

ELIGIBILITY

To be covered under this Policy, You must be a Malaysian resident and be between the ages of 13 to 65 years at the inception of this Policy. This Policy may subsequently be renewed at Our option from ages 66 to 70 years.

SECTION 1

BENEFITS A & B - PERSONAL ACCIDENT COVER

If during the Period of Insurance You shall sustain any Bodily Injury caused by Accidental means, which within twelve (12) months thereof such injury shall solely and independently of any other cause result in Your death or disablement, as hereinafter defined, We will, subject to the terms exceptions and conditions contained herein or endorsed hereon, pay the compensation as specified in the Schedule and in accordance with the Table of Compensation.

TABLE OF COMPENSATION		
Item	Event	Percentage of Original Capital Sum Insured stated in Benefit A and B of the Schedule
A	ACCIDENTAL DEATH (occurring within twelve calendar months of the accident)	100%
B	PERMANENT DISABLEMENT (occurring within twelve calendar months of the accident)	
1	Loss of two limbs	100%
2	Loss of both hands, or of all fingers and both thumbs	100%
3	Total Loss of sight of both eyes	100%
4	Loss of arm at shoulder	100%
5	Loss of arm between shoulder and elbow	100%
6	Loss of arm at elbow	100%
7	Loss of arm between elbow and wrist	100%
8	Loss of hand at wrist	100%
9	Loss of leg	100%
9.1	at hip	100%
9.2	between knee and hip	100%
9.3	below knee	100%
10	Eye: Loss of	100%
10.1	whole eye	100%
10.2	all sight in one eye	100%

10.2		Sight of eye except perception of light	50%
10.3		Lens of eyes	50%
11	Loss of four fingers and thumb of one hand		50%
12	Loss of four fingers		40%
13	Loss of thumb	Both phalanges	25%
13.1		One phalanx	10%
14	Loss of Index finger	Three phalanges	10%
14.1		Two phalanges	8%
14.2		One phalanx	4%
15	Loss of middle finger	Three phalanges	6%
15.1		Two phalanges	4%
15.2		One phalanx	2%
16	Loss of ring finger	Three phalanges	5%
16.1		Two phalanges	4%
16.2		One phalanx	2%
17	Loss of little finger	Three phalanges	4%
17.1		Two phalanges	3%
17.2		One phalanx	2%
18	Loss of metacarpals		First or second (additional)
18.1		Third, fourth or fifth (additional)	2%
19	Loss of toe		All
19.1		Great, both phalanges	5%
19.2		Great, one phalanx	2%
19.3		Other than great, if more than one toe loss, each	1%
20	Permanent Loss of speech & hearing in both ears		100%
21	Total Loss of hearing	Both ears	75%
21.1		One ear	15%
22	Total Loss of speech		50%

Always provided that:

- (1) Such death or disablement occurs within twelve (12) calendar months immediately after the date of Accident causing such death or disablement.
- (2) It is fundamental and absolute term of this Policy that under no circumstances will We be liable to make any payment in excess of the Original Capital Sum Insured or the Capital Sum Insured (as the case may be) in respect of any claim (s) under this Policy.
- (3) Where the injury is not specified, We reserve the right to adopt a percentage of disablement which, in Our absolute discretion, is not inconsistent with the provisions of the Table of Compensation.
- (4) Loss means in the case of limbs and digits means loss by physical severance or permanent total Loss of Use. Loss of Speech shall mean total inability to communicate verbally.
- (5) 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 during the period of this Policy, all insurance here under shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

EXCEPTIONS TO BENEFITS A & B

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. Childbirth, miscarriage, pregnancy or any complications thereof;
4. Congenital defect, pre-existing physical or mental defect or infirmity;
5. Provoked murder or assault, wilful exposure to needless peril except in an attempt to save human life;
6. 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;
7. While participating in unlawful activities or committing or attempting to commit any unlawful act;
8. While participating in any professional sports;
9. Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides;
10. Racing (other than on foot), pace-making, speed or reliability trials;
11. Riding/ driving without a valid driving license;

12. Being under the influence of drugs prescribed by a legally licensed medical practitioner (but not for the treatment of drug addiction).

SPECIAL CONDITIONS TO BENEFITS A & B – PERSONAL ACCIDENT COVER

1. Notice of injury on which the claim may be based and which is covered by this Policy, must be given in writing to Us within thirty (30) days after the occurrence. Upon receipt of such notice We shall furnish You with a claim form for the filling of proof of claim.
2. In case of death reasonable notice shall give to Us before burial or cremation and We may require to be represented at a post-mortem or examination on Your body. 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.
3. All certificates, information and evidence required by Us shall be furnished by You or the 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.
4. 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 You or such person(s) able to make a claim under the terms of the Policy.
5. You shall give immediate written notice to Us of any change of occupation pursuits habits or any injury disease physical defects or infirmity with which You have become affected and of which You have 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.
6. You shall seek medical treatment immediately upon any accident and act upon the medical or surgical advice as soon as practicable.

BENEFIT C - TOTAL PARALYSIS CARE

In the event of You suffering from an Accidental Total Paralysis, a lump sum of 200% of your Capital Sum Insured will payable based on the plan was selected.

BENEFIT D - FINANCIAL OBLIGATIONS

In the event of a claim admissible under Item A – Accidental Death and Item B – Permanent Disablement where the percentage of compensation payable is 50% or more, We will in addition settle the monthly repayment sum or instalment up to a maximum of 6 months in respect of the outstanding balance of Your housing loan and/or car loan and/or the outstanding balance of the Your credit card account at the time of the accident.

The maximum amount payable for this benefit in aggregate is up to 10% of the Original Capital Sum Insured or the Capital Sum Insured (as the case may be) or RM 50,000, whichever is lower.

If any of the loan(s) or credit card account is in joint names, Our liability is limited to the proportionate part of the monthly repayment sum or instalment attributable to You.

BENEFIT E - HOSPITAL INCOME

A daily benefit as specified in the Schedule is payable for a period You are confined in a Hospital, provided that You are hospitalized within twenty-one (21) days from the date of the Accident, for more than 12 hours for treatment of the Bodily Injury resulting from an Accident. The maximum payable under this benefit is up to a maximum of three hundred (300) days. Successive periods of hospital confinement due to the same cause shall be considered as one accident.

BENEFIT F - REPATRIATION EXPENSES

We will reimburse the actual expenses up to the limit as specified in the Schedule for repatriation expenses incurred in transporting Your mortal remains back to Your home country if Your death is due to an Accident whilst travelling outside of Your home country and is covered under this Policy.

BENEFIT G - KIDNAP EXPENSES AND REWARD BENEFIT

In the event of Your kidnap, We will:

- a) Pay a lump sum of RM5,000.00 for the necessary expenses incurred by Your family to recover You; and
- b) Offer a reward (as specified in the Schedule) for information leading successfully to Your recovery.

This benefit will only payable upon verification and confirmation by the police that a ransom has been demanded by the kidnapers for Your return. Where no demand of ransom has been made by the kidnapers, payment under this benefit shall be at our absolute discretion.

Payment under (a) or (b) above shall not in any instance be used for or towards the payment of the ransom demanded by the kidnapers and We will not pay any ransom demanded by the kidnapers.

The Original Capital Sum Insured or Capital Sum Insured, as the case may be, will be paid in full if the kidnapped Insured Person is not recovered after a period of one (1) year from the day of the kidnap. However, if any time after the payment has been made You are found to be living, any sums paid by Us in settlement of claim shall be refunded to Us. The burden of providing that You cannot be recovered and all possible means to recover You have been taken shall be on the person making a claim under this Policy.

SECTION 2

BENEFIT H – PERSONAL LIABILITY COVER

We hereby agree to indemnify You against Your personal liability at law for damages and any claimant's legal costs and expenses up to the Limit of Indemnity as specified in the Schedule under Benefit H in respect of:

- a) Accidental bodily injury to the Insured Person(s)
- b) Accidental damage to property

happening within Malaysia only 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 shall not exceed the Limit of Indemnity as specified in the Schedule under Benefit H. Subject to the Limit of Indemnity as specified in the Schedule under Benefit H, We will also pay such legal costs and expenses incurred by the Insured Person with Our prior written consent.

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

EXCEPTIONS TO BENEFIT H – PERSONAL LIABILITY COVER

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

- (1) bodily injury or illness to You or any member of Your household or any person employed by You or any member of his household. "Member of Your household" refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted children, Parents, Brother and Sister)".
- (2) damage to property belonging to or in the care, custody and/or control of or held in trust by You or any member of Your household or any person employed by the You or any member of his household.
- (3) arising from any agreement unless such liability would have attached to You 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 aircraft, watercraft, hovercraft, mechanically propelled vehicles, lift, animals other than dog or cat.
- (6) arising out of the ownership or possession or use by or on behalf of the Insured Person of any land, building or premises other than at the private residence of the Insured Person.
- (7) arising out of alterations, additions or repairs to the private residence of the Insured Person.
- (8) In respect of:
 - (i) judgment delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia
 - (ii) costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in Malaysia.

SPECIAL CONDITION TO BENEFIT H – PERSONAL LIABILITY COVER

1. You shall use all reasonable diligence and care to keep the 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 damage as the circumstances may require and We shall not be liable for injury, loss or damage caused by a defect which You have failed to remedy after having knowledge of the same or after having received notice of such defect from Us or any person or public body.
2. You shall take all reasonable precautions to prevent injury and/or damage and to comply with all obligations and regulations imposed by any authority.
3. This insurance does not cover any loss which, at the time of 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.
4. In connection with claims against You 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 You 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 thereupon We 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.

5. Upon the happening of any event which may give rise to claim under this Section, You shall within thirty (30) 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 You. Written notice shall also be given to Us within thirty (30) days from the date on which You 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 You without Our written consent and We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim and shall have full discretion in the conduct or any proceedings and in the settlement of any claim. You shall give all such assistance as We may require.

GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRE POLICY

This Policy does not cover death or disablement or 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, revolution, insurrection, military or usurped power, munity, popular uprising.
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 the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes 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 You.

3. Nuclear weapons materials, ionizing, radiations or contamination by radioactivity 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 APPLICABLE TO THE ENTIRE POLICY

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 fulfillment of the terms, 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. **Payment of Benefits**
Payment of benefits under this Policy shall be made to You and in the event of Your death, to Your nominee as executor or trustee or assignee as the case may be or according to Schedule 9 of Financial Services Act 2013 in the event there is no nomination.

Payment of indemnity under Benefit H shall be made to You or in the event of Your death, to Your estate.

4. **Alterations**
We reserve the right to amend the terms and conditions of this Policy and such alteration to this Policy shall only be valid if authorized by Us and endorsed hereon.
5. **Absolute Owner of the Policy**
We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat You as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy and the receipt by You (or the nominee, trustee or assignee as the case may be stated in the Policy) of insurance monies under this Policy shall be a sufficient and an effectual discharge of Our obligations.
6. **Policy Renewal**
It shall not be incumbent on Us to give notice of renewal to You. The premium for the renewal of this Policy shall be deemed to be due on the date on which this Policy expires. However, We shall remain liable for fourteen (14) days from expiry date of this Policy provided that before the expiry of such fourteen (14) days You shall formally notify Us and/or Our agent of Your intention to renew the Insurance unless We or You had given notice that the Insurance would not be renewed.

This Policy shall not in any event be renewable when You attain the age of seventy (70) years.

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 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.

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 give notice of termination by registered post to You at Your last known address. Such termination shall become effective seven (7) days following the date of such notice. 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. **Arbitration**

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree do not of an Umpire appointed in writing by the 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 You 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 provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. **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 law of Malaysia Courts shall have exclusive jurisdiction hereto.

10. **Cash Before Cover**

It is a fundamental and absolute condition of this Policy that the full premium payable is received by Us on or before the effective date of this Policy or endorsement thereafter. We shall not be liable upon this Policy unless the said premium is paid to Us before commencement of cover.

11. **Duty of Disclosure**

Where you have applied for this Insurance 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 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 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.

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.

EXTENSIONS TO BENEFITS A & B – PERSONAL ACCIDENT COVER

No Claim Bonus

The Original Capital Sum Insured under Items A and B of the Table of Benefits shall automatically increase by Ten percentage (10%) on every subsequent renewal of this Policy accepted by Us, up to a maximum of Fifty percentage (50%) after 5 consecutive years (not more than 50% increase of the Original Capital Sum Insured will accrue in any case) provided that no claim was lodged during the Period of Insurance immediately preceding the renewal and each renewal of this Policy is for a period of not less than 12 consecutive months.

In the event of a claim under Section 1 and/or Section 2 of this Policy, the Capital Sum Insured upon renewal will revert to the Original Capital Sum Insured.

Double Indemnity

The compensation under this Policy shall be doubled if You suffer either Death or Total Paralysis 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

EXTENSION / CLAUSE

1) **Motorcycling Clause**

It is hereby declared and agreed that the insurance by this Policy is extended to cover You against Death or Permanent Disablement as herein defined arising out of or resulting from motorcycling as a rider (excluding riding without a valid driving licence) or pillion rider.

2) **Food and Drink Poisoning Endorsement**

It is hereby declared and agreed that the insurance by this Policy is extended to cover You against Death or Permanent Disablement as herein defined arising out of or resulting from Drink and Food Poisoning.

3) **Unprovoked Murder, Assault or Any Attempt Threat Clause**

It is hereby declared and agreed that this Policy is extended to cover the risk of Murder, Assault or any attempt threat but in no event shall this extension be operative if it is provoked by You.

4) **Intoxication Extension Clause**

It is hereby declared and agreed that this Policy is extended to cover against Death or Permanent Disablement sustained by You due to intoxication or intemperance of drink.

Subject otherwise to the terms exceptions and conditions of this Policy.

5) **Hijacking Endorsement**

Subject otherwise to the terms, conditions and exceptions of the Policy, it is hereby declared and agreed that the policy is hereby extended to cover Bodily Injury arising from hijacking of any land / sea / air conveyance in which You are travelling as a fare-paying passenger.

6) **Insect & Snakes Bites Clause**

It is hereby declared and agreed that this Policy is extended to cover You herein in respect of Bodily Injury sustained due to harmful insect bites and/or snake bites.

Provided however such extension shall exclude mosquito bites, bug bites and/or diseases introduced by any vector.

7) **Drowning**

It is hereby declared and agreed that this Policy extends to indemnify You in respect of claims for Death or Permanent Disablement due to near drowning.

8) **Polo Playing and Water Sport**

It is hereby declared and agreed that this Policy is extended to cover You for Death or Permanent Disablement whilst engaged in polo playing and winter sport as Amateur.

9) **Water Sports**

It is hereby declared and agreed that the insurance granted by this Policy shall extend to include the risk of Bodily Injury as within defined cause or arising whilst You are taking part in the following water sports activities such as water skiing, surfing and snorkelling as amateur only.

10) **Scuba Diving**

It is hereby declared and agreed that this Policy is extended to cover Death or Permanent Disablement arising from scuba diving as Amateur but excluding underwater activities exceeding fifty (50) meters in depth.

11) **Disappearance Clause**

We shall pay the death compensation if during the period of insurance, You disappears following an accident involving aircraft or at sea or in a natural calamity and Your body is not found within one (1) year after its disappearance and sufficient evidence is produced to the satisfaction of Us that leads Us inevitably to the conclusion that You died as a result of an event within the scope of this Policy. However, if at any time after payment has been made You are found to be living, any sums paid by Us in settlement of claim shall be refunded to Us.

12) **Exposure Clause**

It is hereby declared and agreed that in the event of You after having sustained Accidental Injury from events insured within the scope of this Policy be exposed to the elements of nature resulting in death, We shall agree to compensate You 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 enquire shall first affirm that You have died of exposure after having sustained Accidental Injury arising from an insured event.

13) Strike, Riot and Civil Commotion

It is hereby agreed and understood that this Policy is extended to cover Death or Permanent Disablement to the You arising from Strike, Riot and Civil Commotion caused directly by:

- a) The act of any Person taking part together with others in the disturbance of the Public peace whether with a Strike Lock-out or not;
- b) The action any lawfully constituted Authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbances;
- c) The wilful act of any striker or locked-out worker doe in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences.

Provided that in connection with this extension You shall sustain Bodily Injury as defined in this Policy whilst as an innocent by-stander and not as a result of active participation in such Strike.

14) 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.

15) 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.

16) 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

17) 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.