



**Generali Insurance Malaysia Berhad**

Reg No: 197501002042 (23820-W)

Generali Customer Service Centre

Level 1, Menara Generali,

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Tel: 1 300 13 2121 or +603 3007 2121 Email: [customer.service.gi@generali.com.my](mailto:customer.service.gi@generali.com.my)

[www.generali.com.my](http://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 Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my))

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

# GEN SINAR

## IMPORTANT NOTICE

1. This is Your **Gen Sinar** Policy ("the 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, otherwise You may not receive the full benefits of this Policy.
2. Please keep this Policy in a safe place. In case of renewal and/or Policy condition amendment, We will send You a new Policy Schedule or endorsement only. If at any time You would like a replacement for this Policy or a copy of this Policy in Bahasa Malaysia, please contact Us and 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 from the time 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 unhappy with the service You have received from Us, You may take the following steps:
  - 6.1 In the first instance, please write to Our Customer Service Department at Our current address.
  - 6.2 Alternatively, You can email Us at: [customer.service.gi@generali.com.my](mailto:customer.service.gi@generali.com.my).
7. If You are still not satisfied with the way any issue has been handled, 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](http://www.fmos.org.my)
  - 7.2 submit Your complaints or feedback  

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](http://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:
  - a. 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](mailto:customer.service.gi@generali.com.my); and
    - c) call Us at 1 300 13 2121 or +603 3007 2121
  - b. We will –
    - 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;
    - 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 seventh (7<sup>th</sup>) 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.

## **PART A - ELIGIBILITY AND SCOPE**

### **1. Eligibility**

1.1 To be a Policyholder or an Insured Person under this Policy, one must be:

- (a) a Malaysian citizen;
- (b) a Permanent Resident of Malaysia

1.2 In addition to the requirements in Paragraph 1.1 above, one must also satisfy the following age requirements:

- (a) to be an Insured Person, one must be at least eighteen (18) years old and at most sixty-five (65) years old at the time of First Inception and Cover for an Insured Person is renewable up to age seventy (70);

### **2. Coverage & Termination**

- (i) The insurance provided under this Policy in respect of an Insured Person begins on the Effective Date of the Policy and ends at the end of the Period of Insurance in respect of that Insured Person.
- (ii) The insurance provided under this Policy in respect of an Insured Person shall automatically terminate on the earliest of the following dates:
  - (a) upon that Insured Person's death;
  - (b) upon expiry of the Period of Insurance in respect of that Insured Person; or
  - (c) on the renewal date after the date on which the Insured Person ceases to be eligible in accordance with Paragraph 1.1 above.

### **3. Area and Duration of Coverage**

3.1 Geographical Coverage under this Policy is worldwide, **subject to the exclusions, conditions, and territorial limits specified in this Policy**

3.2 An Insured Person Travelling Overseas will be fully covered under this Policy provided that the trip is wholly within the Period of Insurance and does not exceed ninety-five (95) consecutive days from the commencement date of the trip;

## **PART B - DEFINITIONS**

Unless expressly stated otherwise, the following words and terms have the following meanings in this Policy:

TERMS		MEANING
1	<b>Accident / Accidental</b>	A sudden, unintentional, unexpected, unforeseen and fortuitous event caused by external, violent and visible means that occurs at an identifiable time and place and is, independently of any other cause, the sole cause of Injury.
2	<b>Accidental Death</b>	Death by reason of Accident.
3	<b>Accidental Permanent Disablement</b>	Permanent Disablement by reason of Accident.
4	<b>Child / Children</b>	<ul style="list-style-type: none"> <li>a) legitimate child of the Policyholder; and</li> <li>b) any child adopted pursuant to the Adoption Act 1952, the Adoption Ordinance Sabah 1960 (Sabah No. 23 of 1960) or the Adoption Ordinance 1958 (Sarawak Cap. 91), including any child so adopted after the execution of the Trust Deed; and</li> <li>c) at the occurrence of Your accidental death or accidental permanent disablement, at least one (1) child must have attained the age of thirty (30) days but not attained the age of eighteen (18) years.</li> </ul>
5	<b>Claimant</b>	Policyholder, nominee(s) or next of kin of the Policyholder
6	<b>Effective Date</b>	The effective date stated in the Policy Schedule and means the first day of the Period of Insurance.
7	<b>Endorsement</b>	An endorsement, if any, annexed to this Policy modifying, varying or adding any terms or conditions contained in this Policy
8	<b>Extreme Sports or Activity</b>	Any sport or activity involving a high degree of danger or risk of Injury; Extreme Sports or Activities include, but are not limited to, big wave surfing, canoeing down rapids, cliff-jumping, horse- jumping, Ultramarathons, stunt-riding and other activities where a high level of physical exertion and/or highly specialised gear is required; Extreme Sports or Activities excludes tourist activities accessible to the general public and conducted under the supervision of qualified licensed personnel of a registered tour operator.
9	<b>First Inception</b>	The first day of the first Policy Year of this Policy or Cover in respect of a specific Insured Person.
10	<b>Injury</b>	Bodily injury caused solely and directly by an Accident, independent of all other causes, and excludes any illness, disease or medical disorder.

11	<b>Limb</b>	Hand at or above the wrist, or foot at or above the ankle, and if Loss of Limb includes total and Permanent Loss of use of the hand, arm or leg.
12	<b>Loss</b>	In terms of the Scale of Compensation under Benefit 2, "Loss" means: (a) physical separation of that body part and includes total and Permanent loss of use of that body part; or (b) total and irrecoverable loss of a specified ability which cannot be resolved or remedied by surgery or other treatment due to Injury.  In other terms, "Loss" refers to any unrecoverable, unanticipated and non-recurring removal of, or decrease in the value of, property or belongings
13	<b>Loss of Sight</b>	Total and irrecoverable Loss of eyesight rendering the Insured Person absolutely blind and beyond remedy by surgical or other treatment
14	<b>Period of Insurance</b>	The period specified on the Policy Schedule or in any Endorsement
15	<b>Permanent</b>	Lasting a period of twelve (12) consecutive months or more from the date of the Accident
16	<b>Permanent Disablement</b>	A Permanent Injury which entirely prevents an Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery
17	<b>Physician</b>	A medical practitioner (other than the Insured Person and a member of his/her Immediate Family or relatives) qualified by a medical degree and duly licensed and registered to practice western medicine and who, in rendering treatment, is practising within the scope of his/her licensing and training in the geographical area of practice
18	<b>Policy</b>	The following documents: (a) this Policy document, (b) Schedule of Benefits, and (c) Any Endorsements
19	<b>Policyholder/You/Your/Yourself</b>	A person to whom this Policy has been issued, which is the same person as the Insured Person.
20	<b>Pre-existing Condition</b>	Any physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident that the Insured Person has reasonable knowledge of; an Insured Person may be considered to have reasonable knowledge of a Pre-existing Condition where the condition is one for which: (a) the Insured Person has received or is receiving treatment; (b) medical advice, diagnosis, care or treatment has been recommended; (c) clear and distinct symptoms are or were evident; or (d) its existence would have been apparent to a reasonable person in the circumstances.
21	<b>Schedule</b>	The document which provides details of: (a) Yourself, and (b) any terms and conditions that are specific to your contract
22	<b>School</b>	Any recognised, registered, approved or regulated educational institution within Malaysia forming part of the National Education System under the Education Act 1996 (Act 550) and providing formal education comprising primary, secondary, post-secondary, preparatory or higher education, and includes:-  a) National Schools, Vernacular Schools, Religious Stream Schools, Vocational or Technical Colleges; b) any special school or institution catering to students with special educational needs; c) private primary and secondary schools following the national curriculum or the Unified Examination Certificate (UEC); and d) matriculation colleges, Form 6 centres, colleges, universities and other preparatory or higher educational institutions, whether public or private, regulated by the Government of Malaysia or relevant regulatory authorities;  but expressly excludes home-schooling, expatriate schools, international schools, pre-schools, nurseries, kindergartens, tuition centres, and any institution established primarily for custodial, welfare or rehabilitative purposes under the Child Act 2001 (Act 611) or any similar written law.
23	<b>Sum Insured</b>	The sum specified for each Benefit stipulated in the Schedule of Benefits which is the maximum amount We will pay for any approved claim.
24	<b>Unlawful Act</b>	Any act which is an offence or prohibited by the law or rules of the geographical area in which the act is committed this includes but is not limited to: driving motorised vehicles without appropriate and valid license, exceeding any stipulated speed limit, driving whilst under the influence of alcohol, generally any non-conformance or breach of the Road Traffic Act or any applicable laws and regulations, and participation in or acting as an accessory to any crime or attempted crime or offence
25	<b>We/Us/Insurer/Generali</b>	Generali Insurance Malaysia Berhad.

## **PART C - BENEFITS**

### **Section 1 – Accidental Death**

We will pay the amount shown in the Policy Schedule for Accidental Death if, during the Period of Insurance, an Insured Person sustains Injury which results in the death of that Insured Person within three-hundred-and-sixty-five (365) days of the Injury.

### **Section 2 – Accidental Permanent Disablement**

We will pay the percentage of the Sum Insured shown in the Scale of Compensation for Accidental Permanent Disablement Benefits corresponding to any Permanent Disablement sustained by an Insured Person if, during the Period of Insurance, that Insured Person sustains Injury which results in the Permanent Disablement (total or partial) of that Insured Person within three-hundred-and-sixty-five (365) days of the Injury.

#### **SCALE OF COMPENSATION**

<b>SCALE OF COMPENSATION FOR ACCIDENTAL PERMANENT DISABLEMENT BENEFITS</b>	
<b>Description of Permanent Disablement</b>	<b>Percentage of Sum Insured</b>
1. Permanent total disablement	100%
2. Loss of Limb	100%
3. Total Loss of Sight of one eye or both eyes	100%
4. Total paralysis	100%
5. Complete and incurable insanity	100%
6. Loss of hand at or above the wrist	100%
7. Loss of foot at or above the ankle	100%
8. Loss of Sight of eye except perception of light	50%
9. Loss of lens of eye	50%
10. Loss of four fingers and thumb of one hand	50%
11. Loss of four fingers	40%
12. Loss of thumb - both phalanges - one phalanx	25% 10%
13. Loss of index finger - three phalanges - two phalanges - one phalanx	10% 8% 4%
14. Loss of middle finger - three phalanges - two phalanges - one phalanx	6% 4% 2%
15. Loss of ring finger - three phalanges - two phalanges - one phalanx	5% 4% 2%
16. Loss of little finger - three phalanges - two phalanges - one phalanx	4% 3% 2%
17. Loss of metacarpals - first or second - third, fourth and fifth	3% 2%
18. Loss of toes - all - big, both phalanges - big, one phalanx - other than big, each toe	18% 5% 2% 1%
19. Permanent and Total Loss of hearing - both ears - one ear	75% 15%
20. Permanent and Total Loss of speech	50%
21. Any permanent partial disablement not specified above other than Loss of sense of taste or smell –such percentage shall be assessed by Us as in the opinion of Our medical advisors is not inconsistent with the foregoing without regard to the Insured Person's occupation.	

### **Section 3 – Education Allowance Benefit**

If a claim is payable for an Accidental Death or one hundred percent (100%) of Sum Insured for Accidental Permanent Disablement, We will pay Education Allowance Benefit according to the Sum Insured stated in the Schedule of Benefits to the Trustee, provided the Insured Person has any surviving Children, regardless of the number of surviving Children.

From the payout of the Education Allowance benefit, an allowance for the amount as stated in the Schedule of Benefits shall be payable in respect of each Child. This benefit shall be disbursed monthly, provided that the Child is enrolled in and attending School on a full-time basis. The allowance shall continue to be payable until the earlier of the Child ceasing full-time education or attaining the age of eighteen (18) years.

If any outstanding balance remains after all the surviving Children have attained the age of eighteen (18) years old, the remaining amount will be equally distributed among all the surviving Children except for Children who are in the opinion of a Physician is unable, whether temporarily or permanently and by reason of mental or physical condition, to manage his own affairs or make informed decisions regarding his own welfare whereby Amanah Raya Berhad shall continue to hold the incapacitated child's portion in a trust and make necessary payment for the welfare of the incapacitated child. If there are no surviving Children, the remaining amount will be paid to the Policyholder.

Notwithstanding anything to the contrary contained in the Policy, the Education Allowance Benefit under Section 3 is and shall be treated as distinct, separate and severable benefit, independent from all other policy moneys, benefits or proceeds payable under the Policy.

The Education Allowance Benefit shall not form part of the general policy moneys payable upon Your Accidental Death or Accidental Permanent Disablement and therefore no nomination under the Financial Services Act 2013 or otherwise shall be permitted or recognised in respect of the Education

Allowance Benefit. For the avoidance of doubt, You are strictly prohibited from submitting any nomination in respect of the Education Allowance Benefit. Any such nomination submitted shall be rejected by Us and shall be null and void.

The maximum Sum Insured payable is the Sum Insured stated in the Schedule of Benefits for Education Allowance.

#### **Trustee Appointment Clause**

The claim paid out under Section 3 shall be held in trust and administered by **Amanah Raya Berhad**, a trustee corporation duly established under the laws of Malaysia, as the appointed trustee ("Trustee").

The Trustee shall receive, hold, manage and distribute the insurance proceeds strictly in accordance with the terms and conditions of the policy. The Trustee shall act in the best interest of the named Beneficiaries and in accordance with the fiduciary duties imposed under Malaysian law.

This appointment shall remain valid and binding unless revoked or amended in writing by Us. The Policyholder acknowledges that Amanah Raya Berhad shall have the authority to manage, invest, and disburse the insurance proceeds in accordance with the Policy and applicable laws.

For clarity, Amanah Raya Berhad is not a Claimant within the scope of this Policy. You or the Claimant must submit a claim under the Policy for the purpose of claiming under Section 3.

As a condition for the purchase of this Policy, You shall execute an Absolute Assignment Form to absolutely, irrevocably and unconditionally assign to Amanah Raya Berhad all rights, title, interest and benefits in and to the Education Allowance Benefit under Section 3. You shall also execute a standard Trust Deed pre-approved by Us with Amanah Raya Berhad. Upon execution of the Trust Deed, the terms governing the relevant Trust shall be those contained in the executed Trust Deed.

#### **PROVISIONS (these should be read in conjunction with Your Schedule)**

1. Upon death of the Insured Person, payment shall be made under Section 1 only and no payment shall be made under Section 2.
2. The total sum payable under Section 2 shall not exceed the amount provided for under Section 2.
3. Upon the payment of either the benefit under Section 1 or the maximum sum under Section 2, We will be discharged from any further claim, except for expenses incurred under other Sections arising from the same Injury or Accident.

#### **PART D – EXTENSIONS**

Subject to the General Conditions and General Exclusions of this Policy, the Benefits in this Policy, where applicable, are extended to cover the following circumstances:

- 1. Amateur Sports**  
Accidental Death or Injury due to participation in any amateur sport other than in any kind of speed contests.
- 2. Disappearance**  
Disappearance following an Accident where the Insured Person is still not found after a period of one (1) year from the day of the Accident is reported, and there is sufficient evidence produced to Us for Us to conclude that the Insured Person has died due to the Accident.
- 3. Drowning**  
Death as a result of drowning.
- 4. Exposure**  
Death or Injury of the Insured Person as a result of exposure to the elements as a result of an Accident; this includes exposure to extreme temperatures, environmental conditions or dangerous substances.
- 5. Food and/or Beverage Poisoning**  
Death or Injury caused by food or beverage poisoning.
- 6. Hijack**  
Death or Injury as a result of the hijacking or attempted hijacking of the Public Transport in which the Insured Person was travelling on as a passenger.
- 7. Motorcycling**  
Death or Injury whilst riding a motorcycle, motor scooter, moped or mechanically assisted pedal cycle (except as a result of racing, speed tests/trials or competitions).
- 8. Murder and Assault**  
Death or Injury as a result of unprovoked physical assault, murder or attempted murder.
- 9. Snake / Insect Bites (excluding Mosquito Bites)**  
Death or Injury caused by the bite of a snake or any other harmful insect (excluding mosquito bites) such as bees, wasps, spiders, centipedes or scorpions.
- 10. Suffocation due to Smoke, Fumes or Poisonous Gas**  
Death or Injury as a result of suffocation caused by smoke, fumes or poisonous gas

#### **PART E– GENERAL EXCLUSIONS (APPLICABLE TO THE WHOLE POLICY)**

We will not pay for claims arising directly or indirectly from, in respect of, or caused by:

1. any Unlawful Act of an Insured Person (except minor traffic-related offences) or his willful exposure to danger (other than in an attempt to save human life), intentional self-Injury, suicide or attempted suicide, while sane or insane;
2. involvement in any illegal, criminal or terrorist acts or activities;
3. any form of outbreak or a series of a contagious disease including, but not limited to, any form of Coronavirus, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) expense of whatsoever nature directly or indirectly arising from, contributed to or by, or resulting from:
  - 3.1 any fear or threat (whether actual or perceived) relating to the Outbreak; or

- 3.2 any action taken to comply with governmental laws, regulations or directive issued in relation to the Outbreak and/or any action taken to control, prevent or suppress the Outbreak.
4. any Pre-existing Conditions;
  5. illness, disease, bacterial or viral infections even if contracted by accident, except bacterial infection that is the direct result of an accidental cut or wound;
  6. medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Policy;
  7. any treatment related to cosmetic surgery for purposes of beautification irrespective if such treatment is rendered as a result of burns;
  8. venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection;
  9. pregnancy or childbirth;
  10. effect or influence of drugs not prescribed by a Physician;
  11. travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight;
  12. regular or temporary, military or police duties or fire service of any country;
  13. declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power;
  14. riot and civil commotion the Insured Person actively participates in;
  15. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
  16. radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear components;
  17. engaging or participating in any professional sports;
  18. any injury whilst engaged in:
    - 18.1 motor rallies or competitions, or any other form of racing other than racing on foot;
    - 18.2 mountaineering with the use of climbing equipment and/or ropes or outdoor rock climbing, hiking or trekking in remote, uncharted areas without any supervision of qualified licensed personnel/guide of a registered tour operator);
    - 18.3 Extreme sports or activities;
    - 18.4 pot-holing, private hunting trips, private white water rafting grade 4 or above;
    - 18.5 any activity involving the Insured Person being airborne (whether suspended or not) except leisure parachuting, leisure bungee jumping, leisure sky diving and leisure hot air balloon rides;
    - 18.6 any underwater activity beyond a depth of thirty (30) metres or in which breathing apparatus is used, except snorkeling and scuba diving up to a depth of thirty (30) metres only; or
  19. any injury arising from these occupations or whilst performing these occupational activities:
    - 19.1 working onboard any sea vessel whether as a crew member or otherwise;
    - 19.2 working underground in a tunnel or quarry;
    - 19.3 dealing in any way with explosives or hazardous substances; or
    - 19.4 working at heights thirty (30) feet above the ground.

#### **PART F- GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY)**

##### **1. Condition Precedent to Liability**

You must observe and comply with the terms, provisions and conditions of this Policy in order for Us to be liable under this Policy. This means that if You do not do what You are supposed to do, or if You do what you are not supposed to do, under this Policy, We will not be liable under this Policy at all.

##### **2. Change of Nature of Occupation**

Unless otherwise specified in the Schedule of Benefits, this Policy will no longer have any effect if an Insured Person changes or alters the nature of his occupation or job unless the change is declared to Us and We agree to continue with the Policy.

##### **3. Changes in Your Circumstances**

You must notify Us as soon as possible in writing of any change in any Insured Person's circumstances which may affect this insurance. We will advise You if there is any additional Premium payable for Cover in respect of that Insured Person.

##### **4. Fraud**

If You, or anyone acting for You, make a claim under this Policy knowing the claim to be false or fraudulently inflated, We will not pay the claim and all Cover under this Policy will be forfeited.

## 5. Cancellation

We may cancel this Policy at any time by giving You seven (7) days' notice in writing; the Policy will be deemed cancelled upon the expiry of the seven (7) days' notice period. If no claim has been made and admitted by Us before the cancellation, We will refund the proportionate part of the Premium for the unexpired portion of the Period of Insurance of the Policy.

You may not cancel the Policy without the consent of the Trustee.

The policy may not be cancelled without the prior written consent of the Trustee, due to the absolute assignment. Where such consent is obtained, we will refund the proportionate premium for the unexpired period of insurance.

If a claim has been made by You and admitted by Us before the cancellation, there will be no refund of any premium.

### Short Period Scale

Period Not Exceeding	% of Annual Rate
One (1) month	20
Two (2) months	30
Three (3) months	40
Four (4) months	50
Five (5) months	60
Six (6) months	75
Over six (6) months	100

## 6. Payment of Benefits

All Benefits for Accidental Death or Accidental Permanent Disablement payable under this Policy except for the Sum Insured under Section 3 will be paid to You. Benefits payable in the event of Your death, will be paid to Your nominee, if any, in accordance with the relevant laws, or to Your legally appointed personal representative. The Education Allowance Benefit under Section 3 according to the Sum Insured stated in the Schedule of Benefits will be paid to the Trustee. Such payment shall be a full and final discharge to Us. All Benefits payable under this Policy are subject to the maximum limits stated in the Schedule of Benefits and shall be in Ringgit Malaysia only.

## 7. Dispute Resolution

If there is any dispute in connection with this Policy, You and We mutually agree to first try to amicably resolve the dispute by mediation in accordance with the Mediation Act 2012; if the dispute cannot be resolved by such mediation, the dispute may be referred to a Court of competent jurisdiction in Malaysia.

## 8. Cash Before Cover

Full premium must be paid to Us or Our authorized agent before the Effective Date of the policy.

## 9. 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.

## 10. Claims Notification

Should any Accident, Injury, Loss or liability occur which may give rise to a claim, You and/or the Claimant must: notify Us in writing and give Us the full particulars of the Accident, Injury, Loss or liability:

- within twenty-one (21) days of the occurrence in the case of death or Injury; and
- ensure that proper medical and surgical advice is obtained and followed by You or Your family members as soon as possible after any Accident or Injury; and
- at Your expense, provide Us with all reports, certificates, information and other documents We may require.

We are entitled to request:

- an examination by a medical referee appointed by Us for a non-fatal Injury; or
- a post-mortem examination in the event of death.

## 11. 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](http://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.

## ACTIONS AND/OR DOCUMENTS REQUIRED TO PROCESS YOUR CLAIM

We require You to take certain actions and / or submit certain documents to Us before Your claim can be processed. These documents and / or actions are listed in the table below and will depend on the type of claim You intend to submit to Us. Take note that the documents and / or actions required from You are not limited only to those that are stated in the table below. We reserve the right to request additional documents, information, confirmation or certification from You to process Your claim. If You are unable, for good reason acceptable to Us, to provide any documents, information, confirmation or certification requested, We reserve the right to waive the requirement.

Benefits	Action / Document Required
All claims	<ul style="list-style-type: none"><li>• Claim Form</li><li>• Original Policy Schedule</li><li>• <b>Plus the following where applicable</b></li></ul>
Section 1 Accidental Death	<ul style="list-style-type: none"><li>• Medical Report from the attending Physician</li><li>• Death Certificate</li><li>• Post Mortem Report</li><li>• Police Report</li></ul>
Section 2 Accidental Permanent Disablement	<ul style="list-style-type: none"><li>• Medical Report from the attending Physician</li><li>• Acceptable proof showing that the Permanent disablement will, in all probability, continue for the remainder of Your life.</li><li>• Police Report</li></ul>
Section 3 Education Allowance Benefit	<ul style="list-style-type: none"><li>• Medical Report from the attending Physician</li><li>• Death Certificate</li><li>• Post Mortem Report</li><li>• Police Report</li><li>• Birth Certificate/Mykid/Legal Adoption documentation.</li></ul>

### 12. Period of Cover and Renewal

This Policy shall become effective based on the date stated in the Schedule. The Policy anniversary shall be one (1) year after the Effective Date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time and any change in the renewal premium shall be notified by Us in writing at least thirty (30) days before change is affected. It shall not be incumbent on Us to give notice that any premium for Renewal is due and such premium shall be deemed to be due on the date the Policy expires.

This Policy will be renewable at the option of Policyholder subject to the terms, conditions and termination on each anniversary of the Policy date. Unless stated otherwise in the Schedule of Benefits, You may not renew this Policy once You reach the age of one hundred (100) during the Period of Insurance. We reserve the right to revise the premium rate applicable at the time of Renewal.

This Policy is renewable at the option of Policyholder until the occurrence of any of the following:

- (a) non-payment of premium or premium not being paid on time;
- (b) fraud or misrepresentation of material fact during application;
- (c) cancellation of the Policy;
- (d) the Insured Person attaining the Coverage age limit specified;
- (e) the death of the Insured Person; and
- (f) the withdrawal of this product from the market in accordance with the Portfolio Withdrawal Condition.

### 13. Portfolio Withdrawal Condition

We reserve the right to cancel the portfolio as a whole if we decide to discontinue underwriting this insurance product.

The Policyholder shall be given a written notice upon the cancellation of the portfolio as a whole and We will run off all policies to expiry of the period of cover within the portfolio.

### 14. General

Words in their singular form include the plural and vice versa and words importing any gender include all genders.

### 15. 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.

### 16. Territorial Exclusion Clause

The Insurer shall not indemnify the Insured for any liability:

- (a) 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;
- (b) 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";
- (c) 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](http://www.generali.com.my).

**17. Cyber Loss Absolute Exclusion Clause**

17.1 Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

17.2 Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- 17.2.1 the use or operation of any Computer System or Computer Network
- 17.2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- 17.2.3 access to, processing, transmission, storage or use of any Data;
- 17.2.4 inability to access, process, transmit, store or use any Data;
- 17.2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
- 17.2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.

17.3 Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured Person 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.

17.4 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.

17.5 Data means information used, accessed, processed, transmitted or stored by a Computer System.

17.6 When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

**SCHEDULE OF BENEFITS**

Section	Benefits	Sum Insured / Limit of Liability Per Accident (RM)
1	Accidental Death	20,000
2	Accidental Permanent Disablement	20,000
3	Education Allowance Benefit - Payable at RM250 per month per child (payment ceases at age 18 years old) in the event of the Insured Person's Accidental Death or Permanent Disablement, subject to a maximum of RM100,000.	100,000 (250 per month per child)