



Liberty
Insurance.[®]

SUPREME WORKER PA
Terms & Conditions

SUPREME WORKER PA INSURANCE POLICY

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

SECTION A – OUR AGREEMENT

You, the **Insured/ Insured Person**, and **We, the Company**, agree

1. The **Proposal** shall be incorporated in and be the basis of the contract.
2. **We** will provide the insurance subject to the terms of this Policy.
3. The following shall be conditions precedent to any liability on **Our** part:
 - a) Observance of the terms of this Policy relating to anything to be done or complied with by **You** or the **Insured Person**.
 - b) The truth of the **Proposal** as per Schedule 9 of the Financial Services Act, 2013.
 - i) 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**.
 - ii) **You** must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

SECTION B - DEFINITIONS

For the purpose of this Policy

1. **The Company/ We/ Us/ Our** mean Liberty Insurance Berhad (16688-K).
2. The **Insured/ You/ Your/** means the **Policyholder** named as **Insured Person** described in the Policy **Schedule** or any subsequent revision, amendment or endorsement thereto.
3. **Insured Person** means the person described in the Policy **Schedule** who is the subject of insurance.
4. **Accident** or **Accidental** means a sudden unforeseen and fortuitous event.
5. **Date of Accident** means the day when any of the **Injury** and other covered incident(s):
 - (a) occurs;
 - (b) is inflicted to: and/or
 - (c) contracted by the **Insured Person**
6. **Deductible Limit** means the portion of cost that **You** are required to bear **Yourself**.
7. **Hospital** shall mean an establishment which meets all the following requirements:
 - a. holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
 - b. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - c. provides 24-hour a day nursing service by registered or graduated nurses;
 - d. has a staff of one or more licensed physicians available at all times;
 - e. provides organized facilities for diagnosis and major surgical facilities; and

- f. is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.
8. **Injury** means bodily **Injury** suffered anywhere caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear occurring during the **Period of Insurance**.
9. **Loss of Eye** includes total and irrecoverable loss of sight.
10. **Loss of Limb** shall mean loss by physical severance or total and irrecoverable loss of use of a hand at or above the wrist or of a foot at or above the ankle.
11. **Loss of Speech** shall mean the inability of articulating any three (3) of the four (4) sounds which contribute to the speech such as Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
12. **Loss of Hearing** shall mean **Permanent** and total irrecoverable loss of hearing in both ears confirmed by an Ear, Nose & Throat (ENT) Specialist with supporting medical evidence in the form of audiometry and sound-threshold tests.
13. **Loss of Fingers** or **Toes** shall mean complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.
14. **Medical Practitioner** means a properly qualified **Medical Practitioner** licensed by the medical authorities of the country in which treatment is provided and who is practicing within the scope of his/her licensing and training.
15. **Member** shall mean the distinct body part as described in the Scale of Benefit Table in Section C of this Policy.
16. **Period of Insurance** means the period of insurance as specified in the **Schedule**.
17. **Permanent** shall mean lasting for twelve (12) consecutive calendar months from the date of the **Accident** and at the expiry of the twelve (12) months period being beyond any hope of improvement or recovery.
18. **Permanent Total Disablement** shall mean injury which, having lasted for a continuous period of twelve (12) calendar months from the **Date of Accident**, entirely prevents the **Insured Person** from engaging in gainful employment of any and every kind and for which there is no hope for recovery.
19. **Physician** or **Surgeon** shall mean a practitioner of occidental medicines registered under the Medical Register of the Ministry of Health, Malaysia, and should a claim arises outside of Malaysia, **Physician** or **Surgeon** shall mean a practitioner of occidental medicines registered under the laws of the country in which the claim arises and no other person.
20. **Policy Effective Date** is the date when coverage under this Policy takes effect.
21. **Pre-existing Conditions** wherever used in this Policy shall mean an **Injury**, illness, physical defect or infirmity that was diagnosed at any time prior to the **Policy Effective Date** or any condition that the **Insured Person** was aware of, or should reasonably have been aware of at the Inception of the Policy or any condition for which an **Insured Person** had previously received treatment, medication or advice from a **Physician**.
22. **Proposal** means any signed proposal form and/or declaration and/or any information supplied by **You**, or on **Your** behalf.
23. **Policyholder** means a person or a corporate body as described in the **Schedule** to whom this Policy has been issued in respect of cover for the **Insured Person**.

SECTION C - SCHEDULE OF BENEFITS

The insurance afforded is only with respect to bodily injuries by violent accidental external and visible means solely and independently of any other cause within Malaysia only.

Table of Benefits

No	BENEFITS	Sum Insured (RM)	
		Basic	Comprehensive
1	Accidental Death	15,000	20,000
2	Permanent Disablement (up to)	15,000	20,000
3	Repatriation Expenses (with Deductible Limit of RM6,000)	3,000	5,000
4	Remittance Charges Recovery (up to)	300	300
5	Bereavement Allowance due to Accidental Death	1,000	1,200
6	Medical Expenses due to Accident (up to)	750	1,000
7	Reimbursement for wheelchair or prosthetics		1,000

DESCRIPTION OF BENEFITS

- (1) **Death by Accident** (occurring within twelve (12) calendar months from the **Date of Accident**). Scale
100%
- (2) **Permanent Total Disablement** (occurring within twelve (12) calendar months from the **Date of Accident**).

	Scale
- Loss of two limbs	100%
- Loss of both hands, or of all fingers and both thumbs	100%
- Total loss of sight of both eyes	100%
- Total paralysis	100%
- Total Insanity	100%
- Injuries resulting in being permanently bedridden	100%
- Any other injury causing permanent total disablement from engaging in or attending to employment or occupation 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%
- Eyes: Loss of	100%
- whole eye	100%
- all sight in one eye	100%
- sight of, except perception of light	50%
- lens of one eye	50%
- Loss of four fingers and thumb of one hand	50%
- Loss of four fingers	40%
- Loss of thumb	25%
- both phalanges	10%
- one phalanx	10%
- Loss of index finger	8%
- two phalanges	4%
- one phalanx	6%
- Loss of middle finger	4%
- three phalanges	2%
- two phalanges	2%
- one phalanx	5%
- Loss of ring finger	5%
- three phalanges	5%

- two phalanges	4%
- one phalanx	2%
- Loss of little finger	4%
- three phalanges	3%
- two phalanges	2%
- one phalanx	3%
- Loss of metacarpals	2%
- first or second (additional)	15%
- third, fourth or fifth (additional)	5%
- Loss of toes	2%
- all	15%
- great, both phalanges	5%
- great, one phalanx other than great,	2%
if more than one toe lost, each	1%
- Loss of hearing	75%
- both ears	15%
- one ear	50%
- Loss of speech	50%

Note:

- Where a disablement is not specified in the above Benefits, **We** shall have the absolute discretion to determine the percentage of compensation payable.
- Aggregate of all percentage 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 Insurance**, all Insurance hereunder 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.
- Permanent Total Loss of use of **Member** shall be treated as loss of **Member**.

(3) Repatriation Expenses

We will reimburse the **Insured Person's** legal representative / beneficiary up to the amount as stipulated in the **Schedule** for repatriation incurred in sending the **Insured Person's** mortal remain back to the **Insured Person's** home country if the **Insured Person's** death is due to an **Accident**. A **Deductible Limit** of RM6, 000 will be applicable for the arising claims.

(4) Remittance Charges Recovery

We will reimburse to the **Insured Person's** legal representative / beneficiary up to the amount as stipulated in the **Schedule** for the incurred remittance fees or charges in necessary while transferring the claims payout to the **Insured Person's** legal representative / beneficiary's home country bank account. The remittance fees shall include government tax, commission, any processing and/or administrative fees if applicable.

(5) Bereavement Allowance

The **Insured Person's** legal representatives will be paid this benefit in the event of **Accidental** death of the **Insured Person** upon submission of the Death Certificate.

(6) Medical Expenses

Subject to the **Insured** first making a claim against his/her SOCSO benefits, **We** will reimburse the **Insured Person** up to the limit stated in the **Schedule** of Benefit for the excess amount which exceeds the medical expenses that has been allowed under the **Insured's** claim with SOCSO and for any accidental bodily injury occurring outside the working hours which is not covered by SOCSO during the period of insurance. Medical expenses shall include expenses incurred for medical and surgical treatments attended by a qualified and registered Medical Practitioner or in the connection with hospital confinement and the cost for obtaining x-ray/medical/ specialist/ post-mortem reports.

(7) Reimbursement for wheelchair or prosthetics

In the event the **Insured Person** suffers **Permanent Disablement** due to an **Accident**, **We** shall reimburse the **Insured Person**, up to the limits stipulated in the **Schedule**, the actual costs of purchasing medical equipment provided always that such medical equipment are necessary to assist in the mobility of the **Insured Person** and are recommended by the attending **Medical Practitioner** for:

- Wheelchair
- Artificial arm or leg
- Crutches

SECTION D - EXCLUSIONS

We shall not make any payment for bodily **Injury**, death or disability:-

1. Caused or contributed by **Pre-existing** Medical conditions as specifically defined above, diseases or illness caused by harmful insects, mosquitoes, snake or animal bites, and death from drugs.
2. Unless previous consent from **Us** has been obtained and the Policy has been endorsed accordingly, **We** will not cover in any bodily **Injury** suffered by the **Insured Person** engaging in (or practicing for or taking part in training peculiar to),
 - Racing of any kind (other than on foot) or trial of speed or reliability.
 - Mountaineering or rock or cliff climbing necessitating the use of ropes or guides.
 - Aerial activities including hang gliding, parachuting, parasailing or hang gliding, bungee jumping
 - Steeple chasing, polo-playing
 - Hunting, yachting, water skiing, scuba diving
 - Boxing, wrestling and training or performing any forms of martial arts, acrobatics or similar kind of body-contact sports
 - Winter sports
3. **Injury** caused or contributed by
 - (a) Suicide or intentional self-injury.
 - (b) **Pre-existing** physical or mental defect or infirmity.
 - (c) Pregnancy or childbirth
 - (d) AIDS or any related diseases, immunodeficiency disorder or tested positive on an Aids-related blood test.
 - (e) Having taken a drug, unless **You** prove that the drug was taken in accordance with proper medical prescription and directions, and not for treatment of drug addiction.
 - (f) Mental or nervous disorders or treatment of alcoholism or intoxication.
 - (g) Cosmetic or plastic surgery or any elective surgery or congenital anomalies.
 - (h) Dental disease, dental care or surgery.
 - (i) Treatment for obesity/weight related improvement.
 - (j) General check-up, convalescence, custodial or rest cure.
 - (k) Any sexually transmitted diseases.
 - (l) Provoked murder or assault.
 - (m) While committing or attempting to commit any unlawful act.
4. Sustained by the **Insured Person** while engaged in private flying or other aerial activity except as a fare-paying passenger in any commercial scheduled airline licensed to carry passengers over established routes.
5. Caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.
6. Caused or contributed by **Injury** arising from engaging in the **Insured Person's** occupation as:
 - Naval, Military or Air Force service or operations.
 - Stevedores
 - Test Pilots
 - Professional Divers
 - Professional Sports Team
 - Policeman, Fireman
 - Air Crews and ship crews
 - Acrobats, Circus performers, Stuntmen
7. Illness or **Injury** arising from or in consequence of nuclear reaction, nuclear radiation or radioactive contamination.
8. By the **Insured Person** who is more than sixty-five (65) years of age.
9. Terrorism Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting

from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 organisation(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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured Person**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION E - CONDITIONS

1. ELIGIBILITY – ENROLMENT

The Insured Person must be:

- i) Permanent Resident, or foreign residents/ foreign nationals with valid Work Permit/ Employment Pass or otherwise legally employed in Malaysia.
- ii) Between the ages of 18 and 60 years at the date of the Policy inception and is free from physical defects and in normal health.
- iii) The maximum number of Policy that can insured by any **Insured Person** is one (1) policy. In the event there is more than one insurance, **We** are liable to pay one policy only, which ever sum assured is higher.

2. RENEWABLE AGE

Subject to **Our** consent, this Policy maybe renewed up to the **Insured Person's** age of 65 years old. The **Insured Person's** cover under this Policy, if renewed up to the age of 65 years old, will cease at the end of the Policy year of the **Insured Person's** 66th birthday.

3. Payment in respect of any premium shall not be deemed to be payment to **Us** unless a printed form of receipt signed by a duly authorised representative of **Our Company** shall have been issued therefore.

4. All notices required to be given by **You** to **Us** must be in writing addressed to the nearest local Branch or Agency of **Our Company** and no alteration in the terms of this Policy or any endorsement thereon will be held valid unless the same is signed or initialed by an authorised representative of **Our Company**.

5. CANCELLATION

We may cancel this Policy at any time by written notice delivered to **You** or mailed to **Your** last address as shown by the records of **Our Company** stating when thereafter such cancellation shall be effective. In the event of such cancellation, **We** will return the pro rata unearned portion of any premium actually paid by **You**. Such cancellation shall be without prejudice to any claim originating prior thereof.

In the event the Policy is cancelled by **You**, the earned premium shall be computed in accordance with the short rate table used by **Our Company** at any time of cancellation, provided that no claim has been made during the current Period of Insurance.

SHORT PERIOD RATES

Percentage of Annual Premium to be charged

Period of Insurance

Not exceeding one calendar month----- 25%
 Exceeding 1 month but up to 3 months----- 50%
 Exceeding 3 months but up to 6 months----- 75%
 Exceeding 6 months but up to 9 months----- 90%
 Exceeding 9 months----- 100%

6. FRAUD

You must not act in fraudulent manner. If **You**, or anyone acting for **You**, makes a claim under the Policy knowing the claim to be false or fraudulent or inflated in any respect or if any loss is caused by **Your** willful act or with **Your** connivance, **We** will not pay the claim and **Your** premiums collected under the policy will be forfeited and insurance cover will cease.

7. GEOGRAPHICAL SCOPE

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

8. PORTFOLIO WITHDRAWAL CONDITION

We reserve the right to cancel the portfolio as a whole if **We** decide to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by written notice to the **Insured Person** and **We** will run off all policies to expiry of the period of **Cover** within the portfolio.

9. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the **Insured Person** or Beneficiary, as the case may be, given to **Us** or to any authorised agent of **Our Company**, with particulars sufficient to identify the **Insured Person** shall be deemed to be notice to **the Company**. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

10. TIME OF NOTICE OF CLAIM

Written notice of **Injury** on which a claim may be based must be given to **Us** within thirty (30) days after the **Date of Accident** causing such **Injury**. In the event of **Accidental** death, immediate notice thereof must be given to **Us**.

11. SUPPORTING DOCUMENTS OF CLAIM

No.	Benefits	Claim Documents Required
1.	Accidental Death	- Certified True Copy (CTC) of Death Certificate / Post-Mortem Report / Burial Certificate - A copy of passport - Claim form
2.	Medical Expenses	- Original approved claims documents from SOCSO (applicable for Excess claim) - SOCSO's Rejection Letter (applicable for Off-Work Hours claim) - Original Medical Report and medical receipt and bills - Copy of identity card - Claim form
3.	Repatriation Expenses	- Original Medical Report and medical receipt
4.	Remittance Charges Recovery	- Claim Form - Certified True Copy (CTC) of Death Certificate / Post-Mortem Report / Burial Certificate
5.	Bereavement Allowance	- Bereavement Certificate - A copy of passport

		- Remittance fees (for item 4 only)
6.	Reimbursement for wheelchair or prosthetics	- Original Medical Report - Copy of identity card - Claim form

We, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by **Us** for filing proof of loss.

12. TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to **Us** at our said office within one hundred eighty (180) days after the date of such loss.

13. MEDICAL EXAMINATION

We shall have the right and opportunity to examine the **Insured Person** when as often as it may reasonably require during the pendency of claim hereunder and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

14. IMMEDIATE PAYMENT OF INDEMNITIES

All indemnities provided in this Policy will be paid immediately after receipt of due proof as deemed sufficient by **Us**.

15. CLAIMS THROUGH THE NAMED INSURED

All claims hereunder shall be submitted through the named **Insured Person**.

16. TO WHOM COMPENSATION IS PAYABLE

Any compensation payable under this Policy shall be paid to the **Insured Person** and in the event of loss of life of the **Insured Person** all such compensation shall be payable to his legal representative and the receipt of the **Insured Person** or his legal representative, as the case may be, shall be a full discharge of any or all claims attaching to the Policy.

17. RIGHTS OF BENEFICIARY

Consent of the Beneficiary shall not be requisite to surrender or assignment of this Policy, or to change of Beneficiary, or to any other changes in this Policy.

18. LIMITATIONS OF TIME FOR BRINGING SUIT

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless brought within six (6) years from the expiration of the date of occurrence of the event giving rise to the claim.

19. LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this Policy, with respect to giving notice of claim or furnishing proof of loss, is less than that permitted by the law of the state in which the **Insured Person** resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

20. ASSIGNMENT

No assignment of interest under this Policy shall be binding upon **Our Company** unless and until the original or a duplicate thereof is filed at **Our** Head Office. **We** do not assume any responsibility for the validity of an assignment. No change of Beneficiary under this Policy shall bind **Us**, unless consent thereto is formally endorsed hereon by an executive/ officer of **Our Company**. No provision of the charter, constitution or by-laws of **Our Company** shall be used in defence of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

21. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

22. RENEWAL

We reserve the right not to renew this Policy by issuing a cancellation notice, or this Policy may be renewed with the consent of **Our Company** from term to term, by payment of the premium in advance at **Our Company's** premium rate in force at time of renewals.

We are not obliged to send **You** notice of any renewal Premium becoming due.

23. PREMIUM RATE UPON RENEWAL

Premium rates are not guaranteed. **We** reserve the right to revise the premium at the time of renewal based on the portfolio claims experience. The revision could arise from the deterioration in claims experience or changes in benefits.

These conditions are not exhaustive and the premium rates may be reviewed under other justified circumstances. A thirty (30) days written notice will be provided to the **Policyholder** prior to the change.

24. CASH BEFORE COVER ("CBC") CLAUSE

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

25. ARBITRATION

All differences arising out of this Policy shall be referred to Arbitration and, one Arbitrator is to be appointed in writing by each party, within one calendar month after having been required to do so by either of the parties or in case the Arbitrators do not agree, 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** 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.

26. OWNERSHIP OF POLICY

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

27. MISSTATEMENT OF AGE

All ages referred in this Policy shall be the age of the **Insured Person's** last birthday. If the correct age of the **Insured Person** is outside the minimum and maximum range as set out herein, this Policy will be cancelled and the premiums paid will be refunded to the **You** without interest.

28. CHANGE OF OCCUPATION

If an **Insured Person** shall engage in any occupation in which a greater risk may be incurred than in the occupation that is stated in the **Proposal** or subsequent endorsement for this Policy without first notifying **Us** and obtaining written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premium as **We** may

require as the consideration for such agreement), then no claim shall be payable in respect of any **Injury** arising out of or in the course of such occupation.

29. TERMINATION OF INSURANCE

This Policy shall be automatically terminated on the earliest of the following dates:

- On the premium due date when any premium is not paid;
- On the date when the **Insured Person** attains sixty-five (65) years of age;
- the date of the **Accident** resulting in any of the accidental loss of which one hundred percent (100%) of the sum insured of **Accidental Death** or Permanent Disablement of this Policy is paid or payable;
- the date of death of the **Insured Person**;
- the date this Policy is terminated or cancelled under Conditions No. 5.

30. DUTY OF DISCLOSURE

Applicable for Consumer Insurance Contracts

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.

Applicable for Non-Consumer Insurance Contracts

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

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

31. CURRENCY AND EXCHANGED RATES

All premiums shall be paid in Malaysian Ringgit. Should any payment be requested by the **Insured Person** to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement.

32. SERVICE TAX IMPACT ON CLAIMS SETTLEMENT

We will pay the **Insured Person's** claim inclusive of the Service Tax on items which are taxable supplies, up to the limit of the Sum Insured.

33. **SANCTION: We** shall not be deemed to provide **Cover** and **We** shall not 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 **Us**, **Our company** or its ultimate controlling entity to

any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

- c) **Ombudsman for Financial Services (664393P) / Ombudsman Perkhidmatan Kewangan (664393P)**
Level 14, Main Block, Menara Takaful Malaysia,
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Tel. No.: 03-2272 2811
Fax No.: 03-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my

SECTION F - EXTENSIONS GRANTED UNDER THE WITHIN POLICY

1. EXPOSURE

Provided that should an **Insured Person** suffer **Injury** resulting from exposure to the elements as a result of an **Accident** insured herein, then such additional **Injury**, illness or death caused by such exposure would be considered as a claim under the Policy.

2. WOODWORKING RISKS CLAUSE

It is hereby declared and agreed that this Policy extends to cover the **Insured Person** whilst engaged in using/operating woodworking machinery.

3. INTOXICATION CLAUSE

It is hereby declared and agreed that this Policy extends to cover bodily injury sustained by the **Insured Person** due to the toxic condition which occurs suddenly in the event of inhaling, absorbing or taking accidentally poisonous gas.

4. MOTOR CYCLING RISK

It is hereby agreed that this policy extends to cover the **Insured Person** whilst motorcycling for private or business purposes, provided always that the company shall not be liable for any claim arising out of racing, pace making or participation of the **Insured Person** in any speed contest, reliability or other trials.

IMPORTANCE NOTICE:

- A. For **Your** own protection, **You** are particularly advised to read **Your** Policy and, if incorrect, to return it for alteration. Also, if **You** have other Insurance in force on the same property, to see that all the Policies describe it in similar terms.
- B. In the event of any discrepancy, ambiguity and conflict in interpreting any term or condition of the contract, the English version shall prevail and supersede the Bahasa Malaysia version.
- C. **You** are advised to nominate a nominee and ensure that **Your** Nominee is aware of the personal accident Policy that **You** have purchased.

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If **You** are not satisfied with **Our** response or decision, **You** may submit **Your** complaint to the avenue below. Kindly check with **Our** **Company's** Complaints Unit on the proper avenue for dealing with **Your** Complaint.

- a) **Customer Complaints Unit/ Unit Aduan Pelanggan LIBERTY INSURANCE BERHAD**
Ground Floor, Menara Liberty,
1008, Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel No.: 03-03-2619 9000 (G/L) or 1-300-888-990
Fax No.: 03-2693 0111
E-mail: customercare@libertyinsurance.com.my
Website: www.libertyinsurance.com.my
- b) **Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia**
Ground Floor D Block Jalan Dato' Onn
50480 Kuala Lumpur
Tel. No.: 03-2698 8044 (General Line)
Fax No.: 03-2174 1515
Toll Free: 1-300-88-5465
E-mail: bnmtelelink@bnm.gov.my
Website: www.bnm.gov.my

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BAGIAN IN DIBIARKAN KOSONG SECARA SENGAJA.