



General Insurance

GROUP PERSONAL ACCIDENT POLICY

Whereas the Insured named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Insurance Berhad (197001000276)** (hereinafter referred to as "the Company") for an insurance in the terms hereinafter contained.

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the terms, provisos, exclusions and conditions herein or endorsed hereon, the Company agrees to indemnify the Insured during the period of insurance if the Insured Person(s) shall sustain bodily injury caused solely and directly by accidental means which injury shall solely and independently of any other cause result in his death or disablement as within defined, the Company will pay to the Insured or in the case of his death to his legal personal representatives the Compensation as specified in the Schedule.

Special Provisions

(a) Exposure

If following an accident the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Scale of Benefits, such injury shall be considered as constituting a claim but only under Death and Total Permanent Disablement.

(b) Disappearance

If the body of the Insured Person has not been found within a year after the date of disappearance following an accident, the Company may in its absolute discretion upon being satisfied on the evidence available accept that the death of the Insured Person has been established provided that if at any time after the payment has been made by the Company shall be refunded forthwith.

(c) Strike, Riot and Civil Commotion

This Policy is extended to cover the Insured Person as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as Insured Person himself is actively participating then this extension becomes null and void.

(d) Murder, Assault or Kidnapping

This Policy is extended to cover the Insured Person as within mentioned resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Insured Person.

(e) Hijacking

This Policy is extended to cover the Insured Person as within mentioned resulting from the unlawful seizure or wrongful exercise or control of any aircraft in which the Insured Person is a passenger, provided always that this extension does not apply if the event results from Exclusion 1 of this Policy.

(f) Amateur Sports Activities

This Policy is extended to cover the Insured Person as within mentioned resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any accidents arising out of Exclusion 6 of this Policy.

(g) Accidental Drowning or Suffocation

This Policy is extended to cover the Insured Person as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

(h) Snake Bites, Harmful Insects or Food Poisoning

This Policy is extended to cover the Insured Person as within mentioned resulting from snake bites, harmful insects or accidental food poisoning.

Exclusions

This insurance shall not apply to any Event consequent upon or caused by or contributed by or arising from:-

1. (a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
- (b) Mutiny, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Any act of terrorism

For this purpose any 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.

2. (a) Death or disablement loss or damage directly or indirectly caused by or contributed by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

- (b) Any accident loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
3. Any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation (s) or government (s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism (s) and/or biologically produced toxins (s) including genetically modified organisms and chemically synthesizes toxins) which cause illness and/or death in humans, animals or plants.

4. The Insured Person while engaging in or taking part in Government regular police, armed forces, naval, military operations, air force service or operations or participation in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
5. The Insured Person whilst traveling in an aircraft as a member of aircrew or for the purpose of any trade or technical operation or in any other aerial activities except whilst traveling as a passenger over established air routes in a fully licensed aircraft operated by a recognised Airline.
6. The Insured Person engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, mountaineering requiring the use of ropes and/or guides, ice hockey, winter sports, water ski jumping, hang-gliding, under-water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power other than portable tools applied by hand.
7. The Insured Person being affected (temporarily or otherwise) by alcohol or drug unless taken as prescribed by qualified registered medical practitioner.
8. Sickness or disease of any kind, pregnancy or childbirth or pre-existing physical defect or infirmity, insanity, suicide or intentional self-injury.
9. Provoked murder or assault.
10. Any form of martial arts
11. The Insured Person while committing or attempting to commit any unlawful act
12. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
13. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Conditions

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The Insured Person shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Insured Person has become affected.

All notices given by the Insured Person to the Company must be in writing addressed to the Company and must be sent by registered post and no alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorised representative of the Company.

3. The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured Person 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 of the Insured Person or of the Insured's Person legal personal representatives) alone shall be an effectual discharge.
4. If the proposal or declaration of the Insured Person is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted there from or if this Insurance or any renewal thereof shall have been obtained throughout any misstatement, misrepresentation or suppression of if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

5. Upon the happening of an accident likely to give rise to a claim under this Policy the Insured shall give immediate written notice to the Company or not later than fifteen (15) days after the happening of the accident and deliver to the Company full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured Person (or the Insured's Person legal personal representatives) shall at the expense of the Insured Person furnish to the Company all such certificates, information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the life Insured, the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company before interment or cremation stating the time and place of any inquest appointed.

The Death of the Insured Person shall be established by an Official Death Certificate or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a Court Order presuming his death.

If the Company shall disclaim liability to the Insured Person (or to the Insured's Person legal personal representatives) for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

6. The Insured Person shall not be less than 16 years of age or more than 65 years of age.
7. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having required to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion for the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
8. During the course of the employment of the Insured Person by the Insured, the Insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.
9. Any receipt of discharge which the Insured Person or his legal personal representatives may give to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of all bodily injury resulting to the Insured Person in consequence of the accident whether resulting before or after the date of such receipt or discharge.
10. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured or by any Claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any Claimant under this Policy and the truth of the statement and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy

Scale of Benefits

Event: Bodily injury caused solely and directly by accidental means which independently of any other cause shall within 12 calendar months result in death, loss or disablement or necessitate medical and surgical treatment.

Result	Description	Compensation
A	Death	Amount stated in the schedule
B	Total and Permanent Loss or Disablement	A percentage of the amount as stated in the Schedule
1	Total and permanent disablement from following any employment or occupation	100%
2	Total and permanent loss of all sight in one or both eyes	100%
3	Total loss by physical severance or total and permanent loss of use of <ul style="list-style-type: none"> a. One or both hands at wrist b. Arm at shoulder c. Arm between shoulder and elbow d. Arm at or below elbow e. Leg at hip f. Leg between knee and hip g. Leg at or below knee 	100% 100% 100% 100% 100% 100% 100%
4	Total and permanent loss of: <ul style="list-style-type: none"> a. Sight in one eye except perception of light b. Lens of one eye 	50% 50%
5	Total loss by physical severance or total and permanent loss of use of : <ul style="list-style-type: none"> a. Thumb and 4 fingers of one hand b. 4 fingers of one hand c. Thumb 2 phalanges 1 phalanx d. Index finger 3 phalanges 2 phalanges 1 phalanx e. Middle finger 3 phalanges 2 phalanges 1 phalanx f. Ring finger 3 phalanges 2 phalanges 1 phalanx g. Little finger 3 phalanges 2 phalanges 1 phalanx h. Metacarpals first or second (additional) third, fourth or fifth (additional) i. All toes of one foot j. Great toe 2 phalanges 1 phalanx k. Any other toe 	50% 40% 25% 10% 15% 8% 4% 10% 4% 2% 8% 4% 2% 6% 4% 2% 3% 2% 18% 6% 3% 3%
6	Total and permanent loss of <ul style="list-style-type: none"> a. Hearing in both ears b. Hearing in one ear 	75% 15%
7	Total and permanent loss of speech Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale. "Total and permanent loss" includes total and permanent loss of use.	50%

Result	Description	Compensation
C	Temporary Total disablement from engaging in or attending to usual business. <u>Weekly compensation at the rate stated</u>	Amount as per Schedule
D	Temporary Partial disablement from engaging in or attending to usual business <u>Weekly compensation at the rate state</u>	Amount as per Schedule
E	Reasonable medical, surgical, hospital, nursing home and nursing fees or charges <u>necessarily within twelve months from the happening of the event</u>	Amount as per Schedule

Compensation shall not be payable:

- a. in respect of Results A and B for more than the Death Compensation in the aggregate during any Period of Insurance.
- b. for Results A and B (1), B (2) and B (3) caused by the same event except as regards Result A if Compensation has been paid or is payable for Result B (4), B (5), B (6) and B (7) in respect of the same Event the amount payable shall be limited to the sum by which Compensation A exceeds such Compensation.
- c. for Result C and D for the same period of disablement nor for any period of disablement subsequent to Compensation becoming payable for Results B caused by the same Event.
- d. in respect of Results C and D or C and D combined for any period in excess of 104 weeks from the happening of the Event.
- e. for any specific Result where greater Compensation is payable for a Result which includes such specific Result.
- f. for any of the Result until the total amount has been agreed.

Clauses

The following clauses, endorsements and warranties are applicable to this policy:

1. Premium Warranty

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

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

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

Subject otherwise to the terms and conditions of this policy.

2. Sanction Limitation and Exclusion Clause - 1/1/2014

The insurance policy shall not provide cover and the Company 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 the Company to any Sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

3. Personal Data Protection Act

Personal Data shall have the same meaning as described to it as under Section 4 of the Personal Data Protection Act 2010.

Personal Data refers to the personal data furnished by the Insured Person, the Policyholder, or an authorized third party related to the Policy of the Insurance.

Personal Data does not include information on an individual which is in the public domain.

Your and Our Data Protection Obligations and Rights

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require, to:

1. Etiqa General Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
2. Other entities within the Maybank Group;
3. Our authorized agents and service providers with whom We have contractual agreements for some of Our functions, services and activities.
4. Other Insurance or Takaful companies and distribution partners (such as banks, islamic banks, insurance brokers, Takaful brokers,
5. reinsurance companies, Retakaful companies);
6. Industry trade association such as Life Insurance Association of Malaysian (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian
7. Takaful Association (MTA);
8. Our merchants and strategic partners;
9. Any parties authorised by You (from time to time); or
10. Enforcement regulatory and governmental agencies as permitted or required by law, authorized by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to an inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal data required for the purposes of this Master Policy.

Prior to providing Us with the Personal Data of an Insured Person, or another individual, you must inform that individual of Our privacy notice.

For the detailed privacy noticed on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1300 13 8888, or refer to Our website at www.etiqa.com.my

Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's (BNM) provide alternative avenues for members of the public to seek redress against unfair market practices.

Procedure for Complaint to OFS

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etiqa General Insurance Berhad to a dispute, or Etiqa General Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer
Ombudsman for Financial Services
Level 14, Main Block, Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Insurance Berhad or visit the OFS website at www.ofs.org.my

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Etiqa General Insurance Berhad should they be dissatisfied with the outcome by the OFS.

Procedure for Complaint to BNM

Any Insured Person or Claimant who is not satisfied with the conduct of the Insurance Company may write to BNM, giving details of the complaint, the name of the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Insured Person or the Claimant and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmtelelink@bnm.gov.my

Our Commitment to High Standard of Customer Service

We do everything we can to ensure that you receive the high standard of service you expect. If we fall below these standards, or you are unhappy with our service, please write to Our Head of Feedback Centre who will ensure that your feedback is dealt with instantly.

The address is:

Etiqa General Insurance Berhad
Complaint Management Unit
Level 6, Tower B, Dataran Maybank
No 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Email: complaint_cmu@etiqa.com.my

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Ahli Kumpulan  **Maybank**