



Liberty
Insurance®

LIBERTY EZ Smart Plan

Terms & Conditions

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

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 to the appointed tele-marketing team (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your data (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.
 - ii) 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 asked by the appointed tele-marketing team (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 to us (or when you applied for this insurance) is inaccurate or has changed. This Policy reflects the terms and conditions of the contract of insurance as agreed between you and us.
 - iii) You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Policy.

Insurance

We will pay the appropriate Benefit to You if, during any Period of Insurance, the Insured Person shall suffer accidental death, bodily injury or illness which shall independently, of any other cause, result in the Insured Person being necessarily confined within a Hospital as defined below as a resident patient for which the Benefit is covered. Furthermore, this policy provides 24 hours worldwide coverage except for Snatch Theft, which is within Malaysia Territory only.

SECTION B INTERPRETATIONS

For the purpose of this Policy

1. Accident or Accidental means a sudden unforeseen and fortuitous event.
2. Accidental Bodily Injury or Death means a bodily injury or death occurring during the Period of Insurance which is the direct

result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement.

3. Air Travel mean mounting into, traveling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation in or on the aircraft.
4. A day of Hospital Confinement shall mean a period of not less than twenty-four (24) hours in length for which the Hospital makes a charge for room and board to the Insured Person during the Period of Insurance.
5. A period of Hospital Confinement shall mean successive periods of Hospital Confinement due to the same or related causes and shall be considered as one injury unless separated by at least twelve (12) consecutive months during which an Insured Person is not hospital confined as a result of such injury.
6. Certificate of Insurance refers to the confirmation of insurance which is generated when You have bought this insurance with Us.
7. Day care surgery shall mean surgery which is carried out by a registered and qualified doctor or surgeon, but not on an inpatient basis and must be conducted in a hospital or clinic within 24 hours from the time of the accident. "Day care surgery" that is pre-planned and not an emergency is considered elective and is not covered under the policy. Surgery is considered emergency in nature when it must be done immediately for reasons of serious of life threatening conditions, due to accidental injuries, minor surgery or wound debridement. Follow up treatment will be covered up to 14 days from the date of accident.
8. Family means the Principal Insured Person, legal spouse, and unmarried children above 6 months old but under the age of 18 years or between the age of 18 and 25 years old if studying full time in a recognized institution of learning.
9. Hospital shall mean an establishment which meets all the following requirements:
 - holds a license as a hospital (if licensing is required in the state or governmental jurisdiction);
 - operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - provides 24-hour a day nursing service by registered or graduated nurses;
 - has a staff of one or more licensed physicians available at all times;
 - provides organized facilities for diagnosis and major surgical facilities; and
 - 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.
10. Loss of limb means:
 - (a) in the case of an upper limb, loss by physical severance of at least all four fingers in their entirety, or permanent total loss of use of an entire arm or hand; or
 - (b) in the case of lower limb, loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
11. Loss of Eye includes total and irrecoverable loss of sight.
12. Loss of Speech means total permanent inability to communicate verbally.
13. Medically necessary surgeries are Treatment of diseases or injuries of the patient which is appropriate and fundamental; accompanied by the provision of safe, sufficient and appropriate diagnosis and necessary care within a certain range, period of continuance, intensity and level; consistent with locally well recognized medical professional level; not

mainly carried out for the comfort and convenience of the patients, families, doctors or other personnel providing the treatment; not a part of academic education or professional training; not for experiment or research purposes.

14. Military Naval Air or other Armed Forces Services shall not include National Service or National Service Reservist Training during normal peace time.
15. Minor Surgery shall mean surgery as a result of covered bodily injury arising from an Accident for medically necessary surgery as an outpatient at any registered clinic or hospital within 24 hours of accident.
16. Nationwide Public Holiday shall refer to Malaysia's national public holiday as officially declared by the Malaysian government. This shall exclude state's public holiday.
17. Permanent Total Disability means a state of incapacity caused by the Insured Person suffering Bodily injury resulting in his / her permanent and total disablement from gainful employment of any and every kind. This includes the Insured Person being permanently bedridden and totally paralysed.
18. Physician or Surgeon shall mean a practitioner of western 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 western medicines registered under the laws of the country in which the claim arises and no other person.
19. Policy Effective Date shall mean the date when the coverage for this insurance takes effect.
20. Policy Schedule means the document which is issued to Insured Person detailing the particulars of the Insured Person and the benefits provided under this policy.
21. Policy Year shall mean a twelve (12) continuous calendar month period with the first Policy Year beginning on the Effective Date and thereafter every twelve (12) continuous calendar month period beginning on each anniversary of the Effective Date.
22. Pre-existing Medical Conditions wherever used in this Policy shall mean conditions that were 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.
23. Principal Insured Person means the Insured Person as First listed in the Schedule.
24. Proposal means the answers given by you or declaration and any information supplied by You, or on Your behalf, or on behalf of the Insured Person.
25. Surgery shall mean surgical treatment of diseases, injuries and deformities by manual or operative procedures; and the surgery should be Medically necessary.
26. Surgery shall mean surgical treatment of diseases, injuries and deformities by manual or operative procedures; and the surgery should be Medically necessary.
27. The Company/We/Us/Our/Ourselves mean Liberty General Insurance Berhad 197801007153 (44191-P).
28. The Insured/Insured Person/You/Your/Yourself means the person named as Insured Person in the Schedule or any subsequent revision, amendment or endorsement thereto.
29. Winter sports shall not include curling or skating.
30. Wound Debridement shall mean removal of dead (necrotic) tissue or foreign material from and around a wound (which caused by an accident) to expose healthy tissue.

31. Pandemic is an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population

SECTION C SCHEDULE OF BENEFITS

	<u>Scale</u>
(1) Accidental Death	100%
(2) Accidental Disability	
Permanent Total Disability (PTD)	
- PTD from gainful employment of any and every kind	100%
- Loss of one or both Limbs	100%
- Loss of one or both Eyes	100%
(3) Additional payout on Accidental Death or Permanent Total Disablement (PTD) if accident occurs during a nationwide public holiday in MALAYSIA	

We will pay the additional payout as stated in the Schedule of Benefit on Death or Permanent Total Disability if the Insured Person suffers either Death or Total Paralysis or is permanently bedridden in an accident and such accident occurs during a Nationwide Public Holiday in Malaysia.

(4) Daily Hospital Income due to accident or illness per day up to 365 days per policy year

We will pay the Cash Benefit stated in the Schedule of Benefit for each day up to 365 days per admission, in the event that Insured Person suffer an accidental bodily or illness and confined within a Hospital as a resident patient for more than 24 hours under the professional care of a currently registered Physician or Surgeon but not for the purpose of convalescent rest.

(5) Additional Payout on Daily Hospital Income if hospitalization (due to accidental bodily injury) during a nationwide public holiday in MALAYSIA

We will pay the additional Cash Benefit stated in the Schedule of Benefit in the event Insured Person suffer an accidental bodily injury and confined within a Hospital as a resident patient for more than 24 hours, during a Nationwide Public Holiday in Malaysia.

(6) Medical Expenses for day care surgery

We will pay an amount equivalent to the actual charges incurred up to the maximum sum specified in the Schedule of Benefits, due to accidental injuries only. Follow-up treatment will be covered up to 14 days from the date of occurrence of accident.

(7) Recuperation Benefit due to Dengue Fever, Zika Virus or Malaria (within Malaysia)

If the Insured Person is diagnosed with Dengue Fever, Zika Virus or Malaria within Malaysia with minimum 24 hours hospitalization and following such hospitalization was granted medical leave by the attending physician to rest at home, the Company will pay a lump sum of benefit amount as per the benefit table as a recuperation allowance. However, we will not pay if the claim has been or is being concurrently made under Daily Hospital Income due to illness benefit. The Recuperation Benefit is payable only once per policy year.

(8) Roadside Assistance Service up to 150km (roundtrip)

We will provide a one (1) time Roadside Assistance Service which is available 24 hours three hundred sixty-five (365) days a year, anywhere in Malaysia. The services will only be rendered to the Vehicle used by Insured Person in the event of an accident or breakdown during the Period of Insurance. The Insured person is required to be at the scene of the incident. The Insured Person of the Vehicle must call the 24-Hour Toll Free number **03-21610055** or other telephone number as notified by the Company to request for the Services below.

The Company shall not be responsible or liable in anyway whatsoever in the event of any failure by Roadside Assistance Service or Appointed Service Provider to render the services or any negligence or willful default due to any reason whatsoever on the part of Roadside Assistance Service or Appointed Service Provider in rendering the Services.

- (a) Free 24 x 7 Towing Services for Nationwide Accident and Towing for 150km radius (round trip)
- (b) Accident Towing services with limit to 1 time request per policy per annum. Toll Free Number: 1-800-88-5005
- (c) 24 x 7 Minor Nationwide Roadside Assistance including Jump Start, Out of fuel, Battery replacement services and Minor repairs.
- (d) International Assistance for Thailand, Singapore & Brunei – 100km from Malaysia border

(9) Complimentary Health Checkup RM80 E-Voucher

Insured Person will be entitled to one (1) complimentary Health Checkup E-Voucher per policy per year as per Schedule of Benefit subject to the following conditions being fulfilled:

- (i) No lapsed condition for previous policy period.
- (ii) No claim has been paid / notified on the previous policy period.
- (iii) Renewal Policy is still in force.

(10) Housekeeping Services Allowance

We will pay you the amount as specified in the Schedule of Benefits as a Housekeeping Service Allowance, in the event you suffer an Accident or Illness which require Hospitalisation for more than 1 week.

(11) Cash Back Renewal Bonus

While this Policy is in force, We will pay to You in every renewal Policy Year an amount equal to fifteen percent (15%) of the actual total premium paid without interest for each respective and consecutive Policy Year period, provided no loss of any kind has occurred within the said Policy Year period and We have not subsequently paid any such benefits under that Policy. This amount will be paid on a yearly basis, provided the current policy remains in force. We reserve the right to deduct the actual total premium paid from the proceeds payable under this Policy in the event that the loss of any kind as mentioned above has occurred within the said Policy Year period under this Policy.

SECTION D ENDORSEMENTS

1. Exposure Clause

This Policy is extended to cover Death of the Insured Person caused by drowning and/or Death or Disability caused by exposure resulting from a mishap to an aircraft or vessel in which the Insured Person is travelling.

2. Disappearance Clause

It is agreed if after a period of one year having elapsed and all available evidence examined, there is a reason to presume the Death of the Insured Person, as a result of an occurrence, which is covered by the Policy, the disappearance of the Insured Person shall be deemed to be a claim made under this policy. If at any time after payment by us, the Insured Person shall be found to be living; all sums so paid shall be refunded to Us.

3. Cash Before Cover Clause

- (a) No cover shall be granted until premium has been paid in full.
- (b) In the event that the premium due is not paid and actually received by Us (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall be deemed to be cancelled immediately and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever on the cancellation of the Policy, Renewal Certificate, Cover Note and Endorsement.

4. Free Look Period

In respect of coverage with "Free Look" provision, of up to 15 days from the date of receipt of the Certificate of Insurance, the Insured may return the original policy document to Us or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance.

SECTION E EXCLUSIONS

Part 1

We shall not make any payment for bodily injury, death or disability or hospitalization if: -

1. Caused or contributed by Pre-existing Medical conditions as specifically defined above.
2. Caused or contributed by injury arising from 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.
 - Hang gliding
 - Parachuting
 - Winter sports
3. Injury or illness caused or contributed by
 - (a) Suicide or intentional self-injury.
 - (b) Pre-existing physical or mental defect or infirmity.
 - (c) Pregnancy or childbirth unless caused solely and directly by the Accident.
 - (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.
4. Insured Person who is more than seventy-five (75) years old.
5. Child who is more than eighteen (18) years or twenty-five (25) years of age if unemployed, unmarried and studying full time in a recognized institution of learning.
6. Caused or contributed by injury arising from engaging in the Insured Person's occupation as
 - Stevedores
 - Professional Divers
 - Test Pilot
 - Professional Sports Person
 - Air Crews and Ship Crews
 - Naval, Military or Air Force service or operationUnless otherwise expressly agreed and endorsed by Us.
7. 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 passenger over established routes.
8. 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.
9. Illness or Injury arising from or in consequence of nuclear reaction, nuclear radiation or radioactive contamination.
10. No compensation will be made for any form of sickness, disease and illness in the event of it being declared as a Pandemic by the Government or Authorities of the country/area.

11. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).

12. 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 the Company alleges 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.

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

13. Cyber Loss Limited Exclusion Clause

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

**SECTION F
CONDITIONS**

1. Eligibility - Enrolment

The Insured Person must be:

- i) Malaysian citizen, Permanent Residents.

- ii) Between the ages of 18 and 60 years old at the date of the Policy inception and is free from physical defects and in normal health.
- iii) Children between the age 6 months and 18 years old and 25 years old if studying full time in a recognized institution of learning.
- iv) This policy cover an Insured Person is renewable up to age 75 years old.

2. Eligibility of Benefits

The maximum number of Policy(ies) 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 on one policy only, which ever sum assured is higher.

3. Alteration of Risks

(a) Change of Occupation

If an Insured Person shall engage in any occupation in which a greater risk may be incurred than in the occupation disclosed to the appointed tele-marketing team 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.

(b) Change in Country of Residence

It is a condition precedent to liability under this Policy that we must be informed in writing of any change in the Insured Person's Country of Residence. A change in the Country of Residence shall be deemed to mean the Person living or intending to live in another country other than Malaysia in excess of 12 consecutive calendar months. We reserve the right to continue cover on prevailing terms and conditions or decline to continue cover under this Policy upon receipt of such information.

You shall give us notice, in writing, of any material alteration affecting the risk insured and of any variation in your or the Insured Person's health or activities.

(c) Change of Insurance Plan

Application for change of benefits can only be made on renewal by giving Thirty (30) days written notice and is subject to acceptance by the Company upon renewal.

4. Automatic Renewal of Coverage

(a) Premium is Paid Annually – Annual Renewal

Unless we give thirty (30) days prior written notice, mailed or delivered to you at the address shown in the Policy to reduce limits, increase premiums or eliminate coverage and decline renewal of this Policy on any anniversary date, this Policy will be AUTOMATICALLY RENEWED on the anniversary date of the Policy by the payment of premium subject to Conditions 5 and 6(a). Our acceptance of premium shall constitute our consent to renewal. In any event, coverage shall terminate when this Policy terminates.

(b) Premium is Paid Monthly – Monthly Renewal

Unless we give thirty (30) days prior written notice, mailed or delivered to you at the address shown in the Policy to reduce limits, increase premiums or eliminate coverage and decline renewal of this Policy on any month of the Policy, this will be AUTOMATICALLY RENEWED on the anniversary date of the policy by the payment subject to Conditions 5 and 6(a). Our acceptance of premium shall constitute its consent to renewal. In any event, coverage shall terminate when this Policy terminates.

(c) Premium Rates– 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.

5. Automatic Termination of Coverage

Coverage under this Policy will automatically expire and the Policy shall cease:

- (a) On the date you cease to be a United Overseas Bank (UOB) Credit or Debit Cardholder or where such date of the Policy, on the next premium due date following the date you ceases to be a UOB Credit or Debit Cardholder whichever is later; or
- (b) On the premium due date when any premium is not paid or when Authorisation for payment for any premium is not given by UOB Card Centre its due date; or
- (c) When the Policy is not renewed in accordance with the provisions stated in Conditions 4(a) or 4(b), on the dates specified therein; or
- (d) When the Policy is cancelled by You or Ourselves in accordance with the provisions stated in Condition 7, on the dates specified therein; or
- (e) Upon the expiry of the warranty period referred to the Cash Before Cover Clause (Section D, 3) if any premium is not paid on its due date; or
- (f) On the date when the Insured Person attains seventy-six (76) years of age; or
- (g) On the date when the Child attains eighteen (18) years or twenty – five (25) years of age if studying full time in a recognized institution of learning or is married or in employment.
- (h) Upon death of Insured Person.

In any event, coverage for the Insured Person shall terminate when this Policy terminates.

6. Reinstatement

Policy may be reinstated at Our discretion subject to: -

- (a) Written application by the Principal Insured Person;
- (b) Evidence of insurability satisfactory to the Company;
- (c) Payment of total premiums due if any.

7. Claims

- a. No claim shall be admissible whilst premiums are in arrears.
- b. If anything occurs likely to give rise to a claim under this Policy, you or your legal personal representative shall, as soon as reasonably possible and in any case within 30 days, notify us in writing and shall, when required by us, with all reasonable speed and at your own expense, give us such further particulars as we may require.
- c. Either you or your personal representative's receipt of the claim payout shall discharge us. The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue us. If there is more than one party having an interest in the Insured Person, the Benefit shall represent the total amount payable, in respect of that Insured Person, for all interests covered by this Policy.
- d. No sum payable under the policy shall carry interest.
- e. In the event that the actual number of eligible children in the family exceeds the number stated in the declaration of the certificate, the company's Limit of Liability per child upon claim settlement will be reduced by the ratio of the actual number of eligible children to that of the number of children being declared in the certificate.

8. Cancellation

Either party may cancel this Policy by giving thirty (30) days' notice in writing to the other party at its last known address. If we give such notice, you shall become entitled to a proportionate return of premium; otherwise you shall only be entitled to a return of premium in accordance with our usual short period scale provided that no claim has been made in the current Period of Insurance.

Period Not Exceeding	Refund of Annual Premium
Below 15 days	*100%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

* Applicable for 1st year New Policy only.

7. 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.

8. Fraud

Any fraud, misstatement or concealment in respect of this insurance or of any claim shall render this Policy null and void and any Benefit due shall be or become forfeited.

9. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed Arbitrators, one to be appointed in writing by each parties, with 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.

10. Extensions

- (a) This policy is extended to cover injury sustained by the Insured Person who is employed as military personnel, law enforcement officer, civil defence officer, and security officer who solely does sedentary desk-bound duties, that is strictly clerical or administration work.
- (b) This policy is extended to cover injury sustained by the Insured Person who is employed in any of the occupations listed in EXCLUSIONS (item 6) provided the Insured Person is off –duty at the time of the injury and the injury does not arise in the course of employment or any activity related to the Insured Person's employment.

11. Sanction Limitation and Exclusion

We shall not be liable to pay any benefit under this Policy to the extent that such cover, payment of such claim or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

IMPORTANT NOTICE

- 1) Copy of police report must be submitted to the Company for any claims arising out of Motor Vehicle Accident (MVA).
- 2) AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT
If you are not satisfied with our response or decision, you may submit your complaint to the avenues below. Kindly check with our Company's Complaints Unit on the proper avenue for dealing with your complaint.

**a) Customer Service Executive, Customer Contact Centre
Liberty General Insurance Berhad**

Formerly known as AmGeneral Insurance Berhad
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3 Jalan Damanela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel. No.: 03-2268 3333 or 1-300-888-990
E-mail : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my

**b) BNMLINK (Laman Informasi Nasihat dan Khidmat)
Bank Negara Malaysia**

4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel. No.: 03-2698 8044 (General Line) / 1-300-88-5465
(BNMLINK)
Fax No.: 03-2174 1515
e-Link: bnmlink.bnm.gov.my
E-mail: bnmlink@bnm.gov.my
Website: www.bnm.gov.my

c) Ombudsman for Financial Services (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

- 3) The policyholder shall read this Policy carefully, and if any error is found herein, or if the cover is not in accordance with the needs of the policyholder, the Company should be notified and the Certificate/Policy should be returned to the Company.
- 4) You are advised to Nominate a nominee and ensure that your nominee is aware of the Personal Accident Policy that you have purchased.
- 5) The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my)

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