

MOTORCYCLIST PERSONAL ACCIDENT POLICY

WHEREAS THE INSURED described in the Schedule hereto has by a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein has applied to **KURNIA INSURANS (MALAYSIA) BHD. (hereinafter called the COMPANY)** for the insurance **hereinafter contained and has paid or agreed to pay the premium in respect of such insurance during the Period of Insurance stated in the Schedule and for which same may be renewed.**

NOW THIS POLICY WITNESSETH:- That subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided:-

THE COMPANY hereby agrees with the Insured that if at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company shall agree to accept the premium for the renewal of this Policy the Insured shall sustain any bodily injury caused by **ACCIDENTAL VIOLENT EXTERNAL AND VISIBLE MEANS WHICH SHALL SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE** result in his death or disablement the Company will pay to the insured or to his legal personal representative the sum or sums of money stated in the Schedule and in accordance to the Table of Benefits provided in this Policy.

PROVIDED ALWAYS THAT :

1. No sum stated in the Schedule shall be payable :
 - a. Under Benefits A and B unless the death or disablement occur within twelve (12) months of the happening of the Bodily Injury.
 - b. Until the total amount of compensation shall have been ascertained and agreed.
2. The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. If the Insured is entitled to claim under Benefits B in respect of any one accident the aggregate claim payable for Benefits B shall not exceed 100% of the Capital Sum Insured. In the event of a total 100% having been paid all insurance hereunder shall immediately cease to be in force.
3. Benefit A and B are extended to cover the Insured 24 hours a day worldwide irrespective of whether Insured person is riding the named motorcycle.

TABLE OF BENEFITS (PER UNIT)

Bodily injury caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in:-

A. Accidental Death (occurring within 12 months of bodily injury)	RM5,000.00
B. Total Permanent Disablement (occurring within 12 months of bodily injury) resulting in:-	
1. Total & Permanent disablement from engaging in or attending to employment/occupation of any and every kind.	RM5,000.00
2. Total Paralysis or Permanently Bedridden	RM5,000.00
3. Loss of one or both hands	RM5,000.00
4. Loss of one of both feet	RM5,000.00
5. Loss of one or both eyes	RM5,000.00

Permanent Total Loss of use of member shall be treated as loss of member.
 Permanent Total Disablement means absolute disablement from engaging in or giving attention to profession or occupation of any kind.
 Loss of Eye means total and irrecoverable loss of all sight rendering the Insured absolutely blind in the eye beyond remedy by surgical or other treatment.

EXCLUSIONS

- This policy does not cover death or disablement caused by or arising out of:-
1. Suicide (whether felonious or not) or any attempt threat or self-injury, provoked assault, pregnancy or childbirth, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a qualified medical practitioner, the committing or attempt to commit any unlawful act.
 2. The Insured flying or travelling in an aircraft other than as fare paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.
 3. The Insured engaging in:-
 Water-skiing, scuba-diving, underwater activities involving use of underwater breathing apparatus, hunting, mountaineering necessitating ropes or guides, parachuting, hand-gliding, sky-diving, winter sports, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot.
 Any pre-existing physical defect or infirmity, fits of any kind, disease or sickness of any kind.
 5. Directly or indirectly caused by or contributed by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, mutiny, military or usurped power.
 6. Directly or indirectly caused by or contributed by or arising from ionisations radiations or contamination by radio-activity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self sustaining process of nuclear fission.
 7. Directly or indirectly caused by or contributed by or arising from nuclear weapons material.

CONDITIONS

1. All certificates accounts receipts information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the company shall prescribe.
2. On the happening of any Accident for which compensation is payable under this Policy the Insured shall immediately employ the services of a registered medical practitioner and undergo any treatment such practitioner shall deem necessary.
3. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense.
4. The Company shall in the case of the death of the Insured be entitled to have a post-mortem examination at its own expense.
5. No Assignee shall be entitled to any compensation under this Policy except that payable in respect of death. The Beneficiary when named in this Policy is at the request of the Insured but the company shall not be bound to pay any compensation which may be due under this Policy to the Beneficiary unless the Beneficiary is also the Insured's legal representative.
6. This Policy is renewable from year to year by mutual agreement between the Insured and the Company but in any case will be subject to revision at the end of each Period of Insurance.
7. The Insured shall not be less than sixteen (16) years of age nor more than sixty-five (65) years of age.
8. The due observance and fulfilment of the terms and conditions and endorsements of this Policy insofar as they relate to anything to be done to be complied with by the Insured shall be conditions precedent to any liability to the Company to make any payment under this Policy.
9. All notices required to be given by the Insured to the Company must be in writing addressed to the Company and no alteration in terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.

10. The Company may at any time by giving seven day's notice to the Insured by Registered Letter at the Insured's last known address be at liberty to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled at any time by the Insured on seven day's notice to the Company and in such event the Insured shall be entitled to a return of the premium less premium at the Company's short period rates for the time the Policy has been in force during the current period of Insurance.
11. The Company shall unless otherwise expressly provided by endorsement of this Policy be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the policy and the receipt of the Insured or of the Insured's legal representative(s) alone shall be an effectual discharge.
12. If the proposal or declaration of the Insured is untrue in any respect if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or 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.
13. Upon the happening of any accident likely to give to a claim under this Policy the Insured shall within 14 days after the happening of the accident give notice to the Company with full particulars of the accident and injury.
14. 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 presuming his death.
15. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by 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 the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitrator 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.
16. The Indemnity expressed in the Policy shall not apply to nor include:-
 - a. compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
 - b. costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

ETC-EXCLUSION OF TERRORISM COVER

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism.
 For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer 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 insurer 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 for the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of providing that the premium payable was received by a person, including an insurance agent, who was not authorised to received such premium shall lie on the insurer.

Subject otherwise to the terms and conditions to this Policy.

IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
2. Insured who is not satisfied with the course of the action or decision of the Company, may seek redress or assistance with the Financial Mediation Bureau or alternatively to approach Bank Negara Malaysia's Jabatan Konsumer dan Amalan Pasaran(Consumer and Market Conduct Department), addressed below:

a) Financial Mediation Bureau (FMB) Level 25, Dataran Kewangan Darul Takaful No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel : 03-2272 2811 Fax : 03-2274 5752	b) Jabatan Konsumer dan Amalan Pasaran Bank Negara Malaysia Jalan Dato' Onn 50480 Kuala Lumpur Tel : 03-2698 8044 Fax : 03-2693 4051
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