

PERFECT 10 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: -

SECTION I – PERSONAL ACCIDENT COVER

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.

This Policy is extended to cover death or bodily injury caused by strike, riot and civil commotion, hijacking, food poisoning, drowning, amateur sports, murder and assault, insect, snakes, vermin's and animals bites, disappearance, winter sports, natural disasters, exposure to natural elements, motorcycling, hunting, scuba diving and suffocation through smoke, fumes and poisonous gas.

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. under Benefit C unless the medical treatment provided is from a medical practitioner registered under the Medical Act 1971.
 - c. under Benefits D unless each hospital confinement period is minimum eight (8) consecutive hours.
 - d. under Benefit E unless the Insured is certified by a registered medical practitioner to be unfit to work and necessarily and reasonably to be on medical leave.
 - e. under Benefit F unless death by accident occurs outside Malaysia and upon valid claims under 1 (a) - Benefit A above.
 - f. under Benefit G unless surgical operation is performed within six (6) months from the date of accident.
 - g. 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%. In the event of a total 100% having been paid all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the Policy.
3. The sum payable under Benefit B shall be equal to the percentage of Sum Insured as specified in the Schedule.

4. Bereavement Allowance is payable to the Insured's next-of-kin or legal representative upon valid claims under Benefit A.

SPECIAL CONDITIONS APPLYING TO SECTION I – PERSONAL ACCIDENT COVER

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 will be subject to revision at the end of each Period of Insurance herein referred to as the 'due date' at the discretion of the company.
7. The Insured shall not be less than sixteen (16) years of age nor more than sixty-five (65) years of age.

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TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT	COMPENSATION
A. ACCIDENTAL DEATH (Occurring within 12 Months of Bodily Injury)	100 %
B. PERMANENT DISABLEMENT (Occurring within 12 Months of Bodily Injury) resulting in:	
1) Total & Permanent Disablement from Engaging in or attending to employment/ occupations of any and every kind	100 %
2) Total paralysis or permanently bedridden	100 %
3) Loss of	100 %
a) one hand or arm	100 %
b) one foot or leg	100 %
c) all sight in one or both eyes	100 %
4) Loss of	
a) hearing in both ears	75 %
b) hearing in one ear	15 %
c) speech	50 %
5) Loss of	
a) four fingers and thumb of one hand	50 %
b) four fingers of one hand	40 %
6) Loss of Thumb	
- both phalanges	25 %
- one phalanx	10 %
7) Loss of index finger - three phalanges	10 %
- two phalanges	8 %
- one phalanges	4 %
8) Loss of middle finger - three phalanges	6 %
- two phalanges	4 %
- one phalanges	2 %
9) Loss of ring finger	
- three phalanges	5 %
- two phalanges	4 %
- one phalanges	2 %
10) Loss of little finger	
- three phalanges	4 %
- two phalanges	3 %
- one phalanges	2 %
11) Loss of Toes	
- all of one foot	15 %
- great, both phalanges	5 %
- great, one phalanges	2 %
- other than great, if more than one toe lost, each	1 %

ALLOCATION OF SUM INSURED OF BENEFITS

- C. Medical Expenses
Benefit includes traditional treatment of RM 30.00 per visit subject to maximum RM 300.00 per accident. Pays up to plan/limit selected per accidents
- D. Hospital Income
Pays up to plan/limit selected per week for up to 52 weeks.
- E. Post Hospitalisation Allowance
Pays up to plan/limit selected per week for up to 4 times of duration of hospitalisation (Subject to Benefit D)
- F. Repatriation Expenses (death outside Malaysia)
Pays up to RM5,000.00
- G. Corrective Dental & Cosmetic Surgery
(within 6 months from date of accident)
Pays up to RM5,000.00 per accident
- H. Bereavement Allowance. Pays RM2,000.00.
- I. Ambulance Fees. Pays up to RM500.00 per accident.

Permanent Total Loss of use of member shall be treated as loss of member. Where any permanent partial disablement not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement which in the opinion of the Company's medical advisors is not inconsistent with the provision of the above and without regard to the Insured's occupation.

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.

Medical expenses incurred by Insured as a result of an accident will be payable. This benefit shall include actual expenses incurred for hospital (including room and board), medical and surgical treatment (excluding Benefit G), traditional treatment and government/service tax.

Hospital Income is payable for the period the Insured is confined in a hospital for treatment of bodily injury resulting from an accident. The maximum period payable for this benefit is fifty two (52) weeks. Post Hospitalisation Allowance is payable from date of discharge up to four (4) times of duration of hospitalisation (duration of benefit payable under Benefit D) for treatment of bodily injury resulting from an accident.

Repatriation Expenses is payable to the Insured's next-of-kin or legal representative if death is resulted outside Malaysia and upon valid claims under Benefit A above. This benefit shall be limited to the actual expenses reasonably incurred for transportation of the Insured's mortal remains from the place of death to Malaysia.

Corrective Dental and Cosmetic Surgery payable if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon after an accidental bodily injury. This benefit shall be limited to the actual expenses reasonably incurred for such treatment.

Ambulance Fees is payable for expenses incurred for necessary medical ambulance transportation to a local hospital.

CLAUSES

P067-STRIKE RIOT AND CIVIL COMMOSSION

It is hereby declared and agreed that this policy is extended to cover death or disablement to the Insured life arising from Riot, Strike and Civil Commotion caused directly by:-

- The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbance.
- The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

In the event of any claim hereunder the insured shall prove that such bodily injury arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default or such proof the Company shall not be liable to make any payment in respect of such a claim.

Provided that in connection with this extension the Insured shall sustain bodily injury as defined by the Policy whilst an innocent bystander and not as a result of active participation in such riot or strike.

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P031 -HIJACKING

It is hereby declared and agreed that this policy is extended to cover death or disablement arising from hijacking whether on land transit as a ticket holding passenger or whilst travelling in an aircraft as a ticket holding passenger over established air routes in a fully licensed standard type aircraft owned and/ or operated by a recognized air line.

P042-FOOD POISONING

It is hereby declared and agreed that the Policy is extended to cover the insured life against death as herein defined arising out or resulting from accidental food poisoning or other similar misfortune with or without any sign of external or violent visible injury.

P066-DROWNING

It is hereby declared and agreed that this Policy is extended to cover the insured life against death as herein defined arising out or resulting from drowning with or without any sign of external or violent visible injury.

P015-AMATEUR SPORTS

It is hereby and agreed that this policy is extended to cover death or disablement arising whilst the life assured is engaged in indoor or outdoor sports as an amateur except as stated under 3(a) of Special Exclusion Applying To Section 1 - Personal Accident Cover.

P068-MURDER AND ASSAULT

Notwithstanding anything to the contrary it is hereby declared and agreed that the cover provided under this Policy include death or disablement proximately caused as a result of assault or murder or any attempt thereon to the Insured Person in the Schedule, excluding death or bodily injury sustained where the Insured Person was committing or intended to commit such act therein.

P018-INSECT, SNAKES, VERMINS, ANIMALS BITES AND ALL VIRAL DISEASE FROM ANY SOURCE

It is hereby declared and agreed that this Policy is extended to cover death or disablement (excluding disease caused thereby) to the Insured life arising from harmful insect, snake, vermin's, animal bites and all viral disease from any source.

P065-DISAPPEARANCE

It is agreed and understood that if after a period of seven years has elapsed and the Company having examined all evidence available shall have no reason to suppose other than that an accident has occurred and that a Court of Law has pronounced such Insured to be missing and legally found dead the disappearance shall be considered to constitute a claim under this Policy

It is further agreed and understood that if any time after payment has been made and the Insured is found to be living any sum paid by the Company in settlement of the Claim shall be refunded to the Company.

P061-WINTER SPORTS

It is hereby declared and agreed that this Policy is extended to cover the Insured whilst engaged in winter sports activities as an amateur.

P060-NATURAL DISASTERS

It is hereby declared and agreed that this Policy is extended to cover death or disablement caused by earthquake, windstorm, flood, volcanic eruption, lightning, hurricane, cyclone, typhoon and tidal wave.

P069-EXPOSURE TO NATURAL ELEMENTS

It is hereby declared and agreed that this Policy cover bodily injury caused by exposure to the elements as a result of an accident covered hereunder provided that in the event of death of the

Insured life caused by exposure to the elements that this death is the subject of a properly constituted judicial body enquiry by which it is found that the Insured life died of exposure as a result of an accident.

P064-MOTORCYCLING

It is hereby declared and agreed that this Policy extends to cover person insured whilst riding a motorcycle or as a pillion for private or business purposes provided always that the Company shall not be liable for any claim arising out of racings, peacemaking or participation of the Insured in any speed contest reliability or other trials.

P063-HUNTING

It is hereby declared and agreed that this Policy extends to cover the Insured only whilst engaged in hunting, provided approval permits/licence from the relevant authorities have been obtained and the Insured holds a valid licence to possess and use firearms for hunting purposes only.

P062-SCUBA DIVING

It is hereby declared and agreed that this Policy is deemed to cover accidental death or disablement to insured person whilst engaged in scuba diving as an amateur.

P047-SUFFOCATION THROUGH SMOKE, FUMES AND POISONOUS GAS

It is hereby declared and agreed that the Policy is extended to cover death and disablement to the insured life arising from accidental suffocation through Smoke, Fumes and Poisonous Gas.

SPECIAL EXCLUSION APPLYING TO SECTION I-PERSONAL ACCIDENT COVER

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, 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 otherwise 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: -
 - a. water-skiing, underwater activities involving use of underwater breathing apparatus, mountaineering necessitating on ropes or guides, parachuting, hand-gliding, sky-diving, professional sports or games, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot.
 - b. use of woodworking machinery driven by mechanical power.
4. any pre-existing physical defect or infirmity, fits of any kind, disease or sickness of any kind.

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SECTION II – PERSONAL LIABILITY COVER

THE INDEMNITY

Subject to the Limit of Liability stated in this Policy the Company will indemnify the Insured in respect of:-

1. All sums the Insured shall become legally liable to pay for compensation in respect of:-
 - A) accidental bodily injury to any person
 - B) accidental damage to property
2. All costs and expenses of litigation
 - A) recovered from the Insured by any claimant or claimants
 - B) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the Indemnity expressed in this Policy applies.

In the event of death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives who shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy so far as they can apply.

LIMIT OF LIABILITY

The Policy will indemnify up to an amount not exceeding Malaysian Ringgit One Hundred Thousand (RM100,000.00) Any one Accident and Any One Period of Insurance.

TERRITORIAL LIMITS

Worldwide Cover Excluding USA and Canada.

SPECIAL EXCLUSION TO SECTION II – PERSONAL LIABILITY COVER

The indemnity expressed in this Policy shall not apply to or include

1. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
2. Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependent under any Workmen's Compensation Legislation.
3. Liability in respect of injury to any person who is a member of the Insured's own family or a member of the Insured's household.
4. Liability in respect of injury or damage to property belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.
5. Liability in respect of injury or damage caused by or in connection with or arising from:-
 - a. the ownership or possession or use by or on behalf of the Insured of any animal (other than a dog or cat) aircraft motor vehicle vessel arms of all types or craft of any kind
 - b. the ownership possession or use by or on behalf of the Insured of any land or building
 - c. any employment profession or business of the Insured or anything done in connection therewith or for the purpose thereof.

6. Liability in respect of which the Insured is or would be but for the existence of this Policy be indemnified under any other Policy of Insurance; in such case the Indemnity under this Policy shall not apply until the full amount of indemnity under such other Policy has been exhausted.

GENERAL EXCLUSION – THESE APPLY TO BOTH SECTION I & II

This policy does not cover death or disablement or liability of whatsoever nature resulting from or arising from or any consequential loss:-

1. 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.
2. directly or indirectly caused by or contributed by or arising from ionisation, 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.
3. directly or indirectly caused by or contributed by or arising from nuclear weapons material.
4. directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

GENERAL CONDITIONS – THESE APPLY TO BOTH SECTION I & II

This Policy and the Schedule shall be read together as one contract and any 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.

1. 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.
2. 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.
3. 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.
4. The Insured shall give immediate notice to the Company of any change of address occupation pursuits or any injury, disease, physical defect or infirmity by which the Insured has become affected and also notice of any other insurance (excepting

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Coupon or in connection with a Motor Insurance Policy) effected against accident or incapacity.

5. The Company shall unless otherwise expressly provided by endorsement on 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 by the Insured or of the Insured's legal representative(s) alone shall be an effectual discharge.
6. 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 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.
7. Upon the happening of any accident likely to give rise 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.

After the occurrence of any accident under which a claim has arisen or may arise the Insured shall use the best endeavours to preserve any appliances or things whether damaged or defective or otherwise which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be made to any article concerned with or involved in the accident without the prior consent in writing of the Company.

The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claims and the Insured shall give all such information and assistance as the Company may require.

8. The Death of the Insured Person shall be established by an Official Death Certificate or in the event of his disappearance following an accident, by a Court presuming his death.
9. If the Insured has two or more policies covering Personal Liability with the company the maximum liability payable under all the policies shall not exceed RM100,000.
10. If at the time of any claim arising under Section II of this Policy there shall be any other insurance whether with this Company or otherwise covering the same risk or any part thereof the Company shall not be liable for more than its rateable proportion thereof. Subject always to the Limit of Liability as stated in this Policy.
11. 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.

12. 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
13. Automatic Renewal. Payment of premium on the due date automatically renews the Policy. No renewal advice would be issued and the existing Policy is the evidence of valid cover. The coverage will continue as long as the yearly premium has been paid by the due date. Subject otherwise to the terms and conditions printed in the policy or attached hereto.

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

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 organization(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.

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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