

GROUP PERSONAL ACCIDENT POLICY

This is your **Group Personal Accident Policy**. Please read it carefully and, if incorrect, immediately return to us for alteration.

This Policy comprises this document and the Schedule.

The written proposal and declaration submitted by you forms the basis of this contract of insurance under this Policy.

In consideration of you having paid or agreed to pay the premium as stated in the Schedule, if during the period of insurance any of the Insured Persons named in the Schedule shall suffer **Bodily Injury** caused by **Accident** which injury shall solely and independently of any other causes results in the Insured Persons' death or disablement, we will subject to the Terms and Exclusions and Conditions of and endorsed on this Policy pay to you the sum or sums of money in accordance with the Benefits allocated to the Insured Persons in the Schedule and your receipt shall in all respects be an effective discharge to us.

For the purpose of this Policy, the following definitions apply:

DEFINITIONS

WE/US/OUR	: The Pacific Insurance Berhad.
YOU/YOUR	: The person or corporation named as the Policyholder in the Schedule.
ACCIDENT	: A sudden, unforeseen and fortuitous event.
INJURY/BODILY INJURY	: Injury suffered by the Insured Persons caused solely directly by accident and shall exclude injury caused by or traceable to sickness, disease or medical disorder.
CAPITAL SUM INSURED	: The Principal Sum, specified in the Schedule against the name of the Insured Persons, which shall be applied for the payment of the percentage of Benefits.

THE BENEFITS

	Percentage Payable Capital Sum Insured		Percentage Payable Capital Sum Insured
1. DEATH , if occurring within twelve (12) calendar months from the date of accident	100 %	Loss of little finger	- three phalanges 4 % - two phalanges 3 % - one phalanx 2 %
2. PERMANENT DISABLEMENT , if occurring within twelve calendar months from the date of accident :		Loss of metacarpals	- first or second (additional) 3 % - third, fourth or fifth (additional) 2 %
Total paralysis or complete insanity or injuries resulting in being permanently bedridden.	100 %	Loss of leg	- one or both 100 %
Total loss by physical severance or total and irrecoverable loss of use of the undermentioned parts of the body :		Loss of foot at ankle	- both 100 % - one 50 %
Loss of arm or hand at wrist	- one or both 100 % - both phalanges 25 % - one phalanx 10 %	Loss of toes	- all 15 % - great, both phalanges 5 % - great, one phalanx 2 % - other than great, if more than one toe lost, each 1 %
Loss of index finger	- three phalanges 10 % - two phalanges 8 % - one phalanx 4 %	Loss of sight of	- one or both eyes 100 %
Loss of middle finger	- three phalanges 6 % - two phalanges 4 % - one phalanx 2 %	Loss of sight except perception of light of one eye	50 %
Loss of ring finger	- three phalanges 5 % - two phalanges 4 % - one phalanx 2 %	Loss of lens of one eye -	50 %
		Loss of hearing of	- both ears 75 % - one ear 15 %
		Total loss of speech, that is, total permanent inability to communicate verbally	50 %

Percentage of indemnity payable for Permanent Disablement not set forth in the above Benefits shall in our absolute discretion be determined by us.

- 3 (a) **TEMPORARY TOTAL DISABLEMENT**, that is, if the injury shall within twenty days from the date of the accident totally and continuously disable and prevent you from engaging in or attending to in any way to your usual business, occupation or profession, we will pay to you a weekly compensation specified in the Schedule
- (b) **TEMPORARY PARTIAL DISABLEMENT**, that is, if the injury shall within twenty days from the date of the accident or immediately following a period of total disability covered under Benefit 3(a) continuously disable and prevent you from attending to a substantial part of your usual, business, occupation or profession, we will pay for the period of such continuous partial disability a weekly compensation of up to 50% of the weekly indemnity afforded under Benefit 3(a)
4. **MEDICAL EXPENSES**: In the event of injury giving rise to a valid claim under this Policy, we will, subject to presentation of original Medical Bills, reimburse you for the actual cost of medical, surgical and hospital expenses necessarily and reasonably incurred and expended up to an amount not exceeding the sum specified in the Schedule per accident.

LIMITATIONS AS TO PAYMENT OF BENEFITS

1. We will not pay the benefits unless the Insured Person has, as soon as possible after sustaining the injury, obtained and complied with proper medical advice from a medical practitioner qualified by a degree in Western Medicine and duly licensed or registered to practice medicine.
2. The aggregate of all percentages payable under Benefits 1 and 2 in respect of anyone accident or policy year shall not exceed 100% of the Capital Sum Insured allocated to the Insured Persons in the Schedule. If we have paid a total of 100% to any of the Insured Persons, the insurance in respect of such Insured Persons under this Policy will be cancelled. If we have paid losses smaller than 100%, the Capital Sum Insured of the respective Insured Person shall be reduced by that amount paid until the expiration of the Policy.
3. We will not pay compensation under Benefits 3(a) and (b);
 - (a) in respect of anyone Insured Person for a longer period than 104 weeks in respect of anyone injury calculated from the date the Insured Person was first examined by a qualified medical practitioner.
 - (b) until the total amount thereof shall have been ascertained and agreed.
4. Any sum payable under Benefits 3(a) and (b) shall be deducted from any sum becoming due under Benefits 1 and 2.

SPECIAL PROVISIONS

1. EXPOSURE

Benefits shown are payable if as a result of an accident, the Insured Persons are unavoidably exposed to the natural elements and suffer death or disablement.

2. DISAPPEARANCE

If an Insured Person is travelling and his means of transportation disappears, sinks, crashes or is wrecked and his body has not been found within one year, we will presume that he has died as a result of bodily injury and will pay the benefit accordingly. If at any time after payment of the benefit has been made by us, the Insured Person is found to be alive, such payment shall be immediately refunded to us.

3. FUNERAL OR CREMATION EXPENSES

In the event of accidental death, we will pay RM2,000 as Funeral or cremation expenses to the Insured Person's next-of-kin or legal personal representatives upon presentation of a Death or Burial Certificate.

4. ACCUMULATION

Where a number of Insured Persons are to your knowledge travelling in the same conveyance our liability to pay compensation under this Policy shall be limited to a maximum of RM3,000,000. In the event the aggregate exceeds the said amount, we will settle the claims of the respective Insured Person on a proportionate basis.

PREMIUM WARRANTY

It is a fundamental and absolute special condition in this contract that the premium due must be paid and received by us 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 we shall be entitled to the pro rata premium on the period we have been on risk. Where the premium payable pursuant to this warranty is received by our authorised agent, the payment shall be deemed to be received by us 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 us.

EXCLUSIONS

1. We will not pay the benefits for any occurrence directly or indirectly caused by or resulting from or traceable to:
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection, military or usurped power or terrorism;
 - (b) nuclear weapons material, ionising 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;
 - (c) HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variations thereof however caused;
 - (d) intentional self-injury suicide or any attempt thereof while sane or insane;
 - (e) sexually transmitted diseases, parasitic, bacterial or viral infection, any sickness, disease or medical disorder or any pre-existing physical or mental defect or infirmity, childbirth, miscarriage or pregnancy or any complications thereof;
 - (f) the effects of a drug unless such drug is taken under the direction of a legally qualified medical practitioner for an illness and not for the treatment of drug addiction;
 - (g) the Insured Persons engaging or taking part in:
 - (i) any police, armed forces, naval or air-force service or operations or operations of an offensive nature planned by the Civil or Military Authorities against bandits, terrorists or other elements;
 - (ii) flying or any aerial activities otherwise than as a ticket-holding passenger in a fully licensed standard type aircraft owned and/ or operated by a recognised Air Transport Organisation providing regular air services over an established air route;
 - (iii) any professional or semi-professional sporting activities including bodily contact;
 - (iv) boxing, wrestling, any form of martial arts of self-defence, hunting, polo, steeplechasing or show-jumping, mountaineering necessitating the use of ropes or guides, rock-climbing, pot-holing and caving, parachuting, hang-gliding or bungeejumping, ice-skating or winter sports of any description, any underwater activities involving the use of underwater breathing apparatus, motor sports rallies or competitions, speed testing, reliability trials or racing of any kind other than on foot;
 - (v) the use of any kind of power driven woodworking machinery or a circular saw for the purpose of the Insured Persons' occupation or profession;
 - (vi) any criminal or unlawful activities.
 - (h) the Insured Persons travelling (whether as driver, attendant or passenger) in any tanker lorry and/or lorry or truck used for the carriage of timber and/or logs.
2. This Policy does not cover any person under the age of sixteen or over the age of seventy.

CONDITIONS

1. COMPLIANCE WITH POLICY TERMS

You and each of the Insured Person must observe, fulfil and comply with all terms provisions and conditions of this Policy before we are liable to make any payment to you.

2. MISREPRESENTATION/FRAUD

We reserve the right not to pay any benefits and/or terminate this Policy if:

- (a) any statement given in your proposal and declaration is untrue or if you intentionally misrepresent, misstate, suppress or omit a statement of fact;
- (b) any claim made is fraudulent or exaggerated.

3. CHANGE IN RISK

You must notify us in writing immediately upon the occurrence of anyone or more of the following events:

- (a) if there is a change in occupation or profession of any Insured Person;
- (b) if you or any Insured Person becomes aware of any injury disease or physical defect and/or ailment with which he becomes afflicted.

Upon receipt of the notification, we may or may not require payment of additional premium or terminate the Policy in accordance with Condition 6(c).

4. CLAIMS PROCEDURE

In the event of a claim:

- (a) you must notify us within fourteen (14) days after the happening of the accident, and complete our usual claim form and furnish us with all information which we may reasonably require;
- (b) you must give us at your expense all medical and other certificates and evidence which we may reasonably require to assess the claim;
- (c) the Insured Person must undergo any medical examination which we may require in order to assess the claim, and which we shall arrange at our expense, and the Insured Person must attend any such examinations during such period or periods as we may reasonably require;
- (d) we shall be entitled at our expense to conduct any post mortem examination.

5. RENEWAL

We shall not be bound to renew this Policy or to send any notice of the renewal premium becoming due.

6. CANCELLATION

- (a) You may cancel this Policy at any time by notifying us in writing and we will refund any premium for the unexpired period of insurance calculated at our usual short-term rates.
- (b) In the event an Insured Person leaves your employment during the currency of this Policy, the insurance in respect of such Insured Person is automatically cancelled from the date of his resignation, and provided that no claim has arisen during the then current period of insurance, we will refund to you a proportionate part of the premium corresponding to the unexpired period of insurance.
- (c) We may cancel this Policy or the insurance in respect of any particular Insured Person at any time by giving you seven (7) days written notice by Registered Letter at your address last known to us, and we will refund to you a proportionate part of the premium corresponding to the unexpired period of insurance.

7. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by you and us. If there is no agreement on a single Arbitrator, then two Arbitrators are to be appointed in writing, one by you and the other by us, within one calendar month of the disagreement. In case of disagreement between the Arbitrators, an Umpire is to be appointed by the Arbitrators in writing before hearing the difference. Any suit by you against us on the Policy for whatever reason can only be made subsequent to an Award by the Arbitrator or Arbitrators and/or Umpire.

8. ABANDONMENT

If we disclaim liability for any claim, you must refer the claim to arbitration as provided under Condition 7 within twelve (12) calendar months from the date of our disclaimer. If you do not do so then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

The following Clauses and Endorsements shall apply to this Policy if specified in the Schedule.

P19 - WOODWORKING RISKS EXTENSION ENDORSEMENT

In consideration of the payment of additional premium by you to us, Exclusion 1 (g) (v) of this Policy is deemed to be deleted.

P20 - UNSCHEDULED FLIGHTS EXTENSION ENDORSEMENT

In consideration of the payment of additional premium by you to us, we will pay the benefits if the Insured Persons suffer injury resulting in their death or disablement while they are travelling as a fare-paying passenger in a fully licensed standard type aircraft irrespective of whether such aircraft is owned or operated by a recognised Air Transport Organisation. This extension shall however not apply if the Insured Persons are involved in any navigation or technical operation of the aircraft.

Subject otherwise to the terms of this Policy.

P21 - HUNTING EXTENSION ENDORSEMENT

In consideration of the payment of additional premium by you to us, we will pay the benefits if the Insured Persons suffer injury resulting in their death or disablement while they are engaged in hunting (wild boar or small game) within the territorial limits of Malaysia as an occasional recreation for short periods and not as a professional in respect of planned hunting expeditions.

Subject otherwise to the terms of this Policy.

P22 - MARTIAL ARTS EXTENSION ENDORSEMENT

In consideration of the payment of additional premium by you to us, we will pay the benefits if the Insured Persons suffer injury resulting in their death or disablement while they are engaged or taking part in boxing, wrestling or any form of martial arts of self-defence as an occasional recreation and not as a participant in any tournament or competitions.

Subject otherwise to the terms of this Policy.