

GROUP PREFERRED PERSONAL ACCIDENT INSURANCE POLICY

WHEREAS The **Insured** described in the schedule hereto following the profession or occupation stated in the Schedule being desirous of insuring the Persons described in the Schedule (hereinafter called the "**Insured Person**") In the manner hereinafter mentioned with the **Company** described in the Schedule has made a proposal and signed a declaration dated as stated in the Schedule with proposal and declaration together with any other statements in writing relating to this insurance it is agreed shall be the basis of the contract for the insurance hereby intended to be made and incorporated herein and has paid to the **Company** the premium stated in the Schedule as a consideration for the Insurance for the period stated therein.

NOW THIS POLICY OF INSURANCE WITNESSES that if during the Period of insurance any of The **Insured** shall suffer Death or Loss or Disablement which is solely and directly occasioned by accidental bodily injury, the **Company** will subject to the term provisos exclusions and condition of and endorsed on this Policy (which term provisos exclusion and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this Policy) pay to The **Insured** the sum or sums of money specified in the Table of Benefits allocated to the said **Insured** in the Schedule and the receipt of The **Insured** shall in all respects be an effective discharge to the **Company**.

DEFINITIONS

The **Company** agrees subject to the Terms of this Policy that if during the period of Insurance stated in the Schedule hereto The **Insured** shall sustain any bodily injury arising as a result of an accident and caused by violent external and visible means which injury shall independently of any other cause be the sole and direct cause of the **Insured's** death or disablement the **Company** will pay to the **Insured**, the Benefits as specified in the Schedule of Benefits under Section 1.

1. **We/Us/Insurer/The Company** shall means RHB Insurance Bhd (38000-U) a company incorporated in Malaysia and having its business address at Level 12, West Wing, The Icon, No. 1 Jalan 1/68F, Jalan Tun Razak 55000 Kuala Lumpur.
2. The **Insured shall** become effective as of the date stated in the policy schedule. The policy anniversary shall be one year after the effective date of insurance.
3. **Schedule** shall means the document attaching to and forming and integral part of the policy that provides details of **Insured**, terms and conditions that are specified to this contract of insurance.
4. The **Insured /You/Your** shall means to whom the policy has been issued in respect of cover for persons specifically identified as **Insured Person** in this policy.
5. **Insured Person** shall means the person(s) named in the policy schedule/certificate of insurance /endorsement and the **Insured** person must be a Malaysian, Malaysian Permanent Resident, Work permit holder, and employment pass holder or otherwise legally employed in Malaysia
6. **Medical & Surgical Expenses** shall means reimbursement of reasonable and customary charges for service and medical supplies provided by the **Hospital** & clinic include room and board, medications, clinical treatment, medical and surgical treatment and the cost of follow up treatment provided that the treatment is deemed to be medically necessary to the **Insured Person** after an accident/disability.
7. **Hospital** shall means any institution recognized by the ministry of health or any equivalent authority and lawfully operated for the care and treatment of injured person with organized facilities for diagnosis and surgery, having 24 hours per day nursing services by registered and graduate nurses and medical supervision, but not include any institution used primarily and wholly as a nursing home, mental institution, or a place for the care of treatment of alcoholics or drug addicts or home for the aged or similar establishment.
8. **"Age eligibility"** shall means The **Insured** person age between the sixteen (16) years to sixty-five (65) years (both age inclusive) and renewable up to seventy-five (75) years. Ages referred to in this policy shall be in reference to the age as at the last birthday.

Section 1 – Schedule of Benefit

ITEM	RESULT	BENEFIT
	BODILY INJURY resulting in:-	
1	DEATH occurring within twenty-four (24) calendar months from the date of the accident	The Sum Insured shown against this item in the Policy Schedule
2	PERMANENT DISABLEMENT occurring within twenty-four (24) calendar months from the date of the accident	An amount based on the maximum Benefit as show against this item in the Policy Schedule in proportion to the degree of permanent disability suffered by The Insured which shall be determined in accordance with the Table of Permanent Disabilities incorporated herein
3	MEDICAL EXPENSES UP TO RM250	Medical & surgical expenses shall means reimbursement of reasonable and customary charges for service and medical supplies provided by the hospital & clinic include room and board, medications, clinical treatment, medical and surgical treatment and the cost of follow up treatment provided that the treatment is deemed to be medically necessary to the insured person after an accident/disability. (notification within 120 days from first event)
4	DAILY HOSPITAL CASH INCOME BENEFIT – PER DAY FOR 60 DAYS MAXIMUM (RM 30.00/DAY)	A hospital daily income benefit as shown in the policy schedule is payable for the period you are confined in a hospital for the treatment of bodily injury sustained as a result of an accident or disability arising from dengue fever, malaria, Japanese encephalitis, avian influenza/ bird flu or zika virus. The maximum period payable for this benefit is sixty (60) days for any one accident/disability as mentioned above during the period of insurance and such benefit is payable after hospital confinement of more than twelve (12) consecutive hours
5	BEREAVEMENT ALLOWANCE DUE TO ACCIDENT - RM5,000.00	We will pay your legal representative the amount specified in the policy schedule as bereavement or funeral allowance in the event of your accidental death. The above benefit is extended to cover death as a result due to dengue, malaria, Japanese encephalitis, vian flu, zika virus and chikungunya upon submission of the required documents.
6	PERSONAL LIABILITY - PERSONAL LIABILITY OF RM25,000	We agree to indemnify you in respect of your legal liability To pay compensation for third party property damage, death or bodily injury caused by any accident subject to the limits of indemnity stated in the schedule of benefits / policy schedule We will pay legal charges and expenses incurred by you in Defending legal proceedings for such death, bodily injury or Property damage but not exceeding the limit of indemnity stated in the schedule of benefits / policy schedule with the written consent of the company. provided that the liability of the company for all compensation payable to any claimant's or any number of claimant's in respect of or arising out of any one occurrence or in respect of or arising out of all occurrence of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity specified in the schedule of benefits/ policy schedule for any one accident and in respect of all injury and damage sustained as a result of all accidents occurring during any one period of insurance shall not exceed the limit of indemnity specified in the schedule of benefits/ policy schedule for any one period of insurance. In the event of the your death, we will in respect of the liability incurred by you indemnify your legal representatives under the terms of and subject to the limitations of this policy provided that such legal representatives shall as though they were the insured person observing fulfilling and be subjected to the terms of this policy so far as they shall apply.

TABLE OF PERMANENT DISABILITIES

INJURY	PERCENTAGE OF SUM CHOSEN
Loss of two limbs	100%
Loss of both hands, or of all fingers and both thumbs	
Total Loss of sight of both eyes	
Total paralysis	
Injuries resulting in being permanently bedridden	
Any other injury causing permanent total disablement	
Loss of arm between elbow and shoulder	
Loss of arm at elbow	
Loss of arm between wrist and elbow	
Loss of hand at wrist	
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb - both phalanges	25%
- one phalanx	10%
Loss of index finger - three phalanges	10%
- two phalanges	8%
- one phalanx	4%
Loss of middle finger - three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger - three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of little finger - three phalanges	6%
- two phalanges	3%
- one phalanx	2%
Loss of metacarpals - first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of leg - at hip	100%
- between knee and hip	
- below knee	
Loss of toes - all	15%
- great, both phalanges	5%
- great, one phalanx	2%
- other than great, if more than one toe lost, each	1%
Eye – Loss of - whole eye	100%
- sight of	100%
- sight of, except perception of light	50%
- lens of	50%
Loss of hearing - both ears	75%
- one ear	15%
Loss of Speech	75%

1. Permanent total loss of use of limb shall be treated as a loss of limb.
2. Any permanent disability not enumerated above will be paid for in proportion to the degree of Permanent Disability as compared with the cases enumerated above without taking into account the occupation of the **Insured**.
3. When 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 provisions of the scale.
4. If more than one of the Permanent Disabilities enumerated shall result from any Bodily Injuries sustained in any one accident, the Total Benefit payable shall be calculated by adding the percentages for each Permanent Disabilities provided that the aggregate of all percentages of benefit payable in respect of any one accident shall not exceed 100%

LIMITATION

- a) In order to qualify for Benefit in respect of Items 1, 2, 3, 4 or 5 under the Schedule of Benefits or the Special Benefits the **Insured Person** must have received medical attention from and continued under the care of a qualified medical practitioner except where the **Insured**'s death occurs before he receives medical attention, provided reasonable attempt is made forthwith after the accident to obtain such medical attention

- b) The **Insured** shall be entitled to Benefit under Item 3 in addition to Benefits under Items 1 and 2 provided that the total aggregate amount payable shall not exceed the amount shown against Benefit 1 or 2 above whichever is higher. This entitlement however shall not become payable until the total amount payable has been agreed upon.
- c) For benefit under Item 4, the **Company** shall pay only the actual expenses incurred by the **Insured Person** or on behalf of The **Insured** but such sum shall not exceed the maximum amount shown against Benefit 4.
- d) The aggregate period for which sums are payable under Items 3(a) and 3(b) shall not exceed one hundred and four (104) weeks.

SECTION II – CLAUSES/WARRANTIES/ENDORSEMENTS

1) STRIKE, RIOT, CIVIL COMMOTION ENDORSEMENT

This policy is hereby extended to cover Death or Loss or Disablement as herein defined due to riot, strike and civil commotion provided that the **Insured Person** is not directly or indirectly participating in such activities

2) HIJACKING

This policy is extended to cover hijacking provided it is not directly occasioned or contributed to or traceable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

3) ACCIDENTAL GAS INHALATION, DROWNING, FOOD AND DRINK POISONING ENDORSEMENT

This Policy is extended to cover the Insured Person against Death or Permanent Disablement as herein defined arising out of or resulting from Accidental Gas Inhalation, Drowning, Food and Drink Poisoning or other similar misfortune with or without any sign of external or violent visible injury

4) SUFFOCATION BY SMOKE OR POISONOUS FUMES

This Policy is extended to cover the Insured Person against Death or Permanent Disablement as herein defined arising out of or resulting from Accidental Gas Inhalation, Drowning, Food and Drink Poisoning or other similar misfortune with or without any sign of external or violent visible injury

5) AMATEUR SPORTS CLAUSE

This policy is extended to cover death or disablement arising whilst the Insured person is engaged in indoor or outdoor sports as an amateur except as those stated in the policy exclusions.

6) INSECT, ANIMAL OR SNAKE BITE

It is hereby declared and agreed that this policy is extended to cover the **Insured Person** for death or bodily injury sustained, or the incurring expenses for medical treatment (if **insured**), arising solely and directly out of, or resulting from insect, animal or snake bite.

However, this extension shall exclude all cover for death or bodily injury sustained, or the incurring expenses for medical treatment (if **insured**), if such result or treatment is consequence of any illness or disease subsequently arising from insect, animal or snake bites

7) DISAPPEARANCE CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that if after a period of ONE YEAR has elapsed and the **Company** having examined all evidence available shall have no reason to suppose other than that an accident has occurred, the disappearance of **Insured** shall be considered to constitute a claim under this Policy.

It is further agreed that if at any time after payment has been made **Insured** if found to be living, any sums paid by the **Company** in settlement of claim shall be refunded to them.

8) INTOXICATION CLAUSE

This policy is extended to cover death or bodily injury as a result of intoxication by liquor except drunken driver as provided under the law and/or by drugs which must be prescribed by qualified registered medical practitioner but exclude liability when the **Insured Person** is driving whilst intoxicated

9) EXPOSURE

This Policy is extended to cover Death of the **Insured Person** caused by exposure to the elements that this Death is subject of a properly constituted judicial Body Enquiry by which it is found that the **Insured** person died of exposure as result of an accident

10) NATURAL DISASTERS

This policy is extended to cover death or disablement caused by earthquake, windstorm, flood, volcanic eruption, lightning, hurricane, cyclone, typhoon and tidal wave

11) UNPROVOKED MURDER AND ASSAULT CLAUSE

This policy is extended to cover death or permanent disablement to the Insured Person arising from unprovoked murder or assault.

12) 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 Insurer within sixty (60) days from the inception date of this policy/endorsement/renewal notice certificate

If this condition is not complied with 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 authorized agent to the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and this onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Insurer.

13) FULL TERRORISM COVER

This Policy is hereby extended to cover Insured Person for any accidental death or disablement due to act of Nuclear, Biological and Chemical Terrorism.

SECTION III – GENERAL EXCLUSION

This policy does not cover death or disablement or accident or liability of whatsoever nature or any consequential loss directly or indirectly caused by or resulting from or contributed by or arising from:-

- 1) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.
- 2) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the Exclusion, Combustion shall include any self- sustaining process of nuclear fission.
- 3) Nuclear weapon material.
- 4) Suicide or attempted suicide, self-inflicted injuries, self-destruction or any attempt thereat while sane or insane.
- 5) While traveling in an aircraft as a member of the crew, except as a fare-paying passenger in an aircraft licensed for passenger service. For the purpose of this exclusion the Insured Person would not be covered if he/she is involved in any technical operation or navigation whilst in the aircraft;
- 6) While participating in any professional sports;
- 7) While riding or pillion rider on any motor cycle/scooter or mechanically propelled two wheeled vehicle.
- 8) While committing or attempting to commit any unlawful act;
- 9) Engaging in underwater activities with self-contained underwater breathing apparatus (scuba), martial arts or boxing, aerial activities including parachuting, skydiving, and hang-gliding, ice-hockeying, polo-playing, steeple-chasing, winter skiing, yachting, water skiing, using wood-working machinery driven by mechanical power, racing (other than on foot), pace-making or participating in any speed-test, or reliability trials;
- 10) Childbirth, miscarriage, pregnancy or any complications thereof;
- 11) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this syndrome has been acquired or may be named
- 12) The effect or influence of alcohol (exceeding the level permitted by law) and drugs unless the drugs are taken in accordance with the prescription of a Medical Practitioner.

13) Congenital Deformity

Any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth (more commonly known as Congenital Condition), whether known or unknown to the Insured Person prior to the Effective Date of Insurance.

14) Physical Deformity

Any pre-existing physical impairment/deformities or mental retarded condition prior to the Effective Date of Insurance.

15) Residential Qualifications

If the Insured Person should travel out of Malaysia for a period exceeding six (6) months consecutively, Insured Person coverage will be invalidated until upon return.

16) It is an absolute condition and condition precedent to the Insurer's liability, that any Insured Person covered under this Policy are not in any way, directly or indirectly involved in any of the occupations/duties mentioned hereunder;

- 15.1 Air Force, Police, Security Guard, Naval, Army/Military and law enforcement officers (except those performing administrative duties only)
- 15.2 Aircraft testers, pilots or crew, Ship crew, shipbuilding and ship repair workers
- 15.3 Divers
- 15.4 Racing Drivers/Riders
- 15.5 Jockeys
- 15.6 Persons engaged in professional sports activities
- 15.7 Persons engaged in underground mining and tunneling or using explosive chemical
- 15.8 Firemen
- 15.9 Seamen and sea fishermen
- 15.10 War Correspondents
- 15.11 Oil rig workers
- 15.12 Steeplejacks
- 15.13 Stevedores
- 15.14 Persons engaged in demolition of buildings
- 15.15 Persons engaged in ambulance services
- 15.16 Sawyers, timber logging workers, drivers/ attendants of timber lorries and winches
- 15.17 Wood working machinists
- 15.18 Explosive handlers
- 15.19 Construction of dams, bridges or underground work, window cleaners or construction workers at height exceeding 30 ft. above ground
- 15.20 Workers handling boilers or pressure vessels
- 15.21 Circus performers and stuntman
- 15.22 Explosive and other toxic materials handlers, work involving the use of all types of mechanically driven apparatus, tools or devices

However, benefits under this Insurance will be payable in respect of Accidental Death, Permanent Disablement or other loss covered under the Policy arising out of Bodily Injury whilst attending to normal private and social activities outside the scope of The Insured Person's employment as specified herein above. The insurer reserves absolute discretion to decline coverage for any Insured Person even if The Insured Person is not involved in any of the occupations stated above.

SPECIAL EXCLUSION TO PERSONAL LIABILITY

We shall not be liable under this policy in respect of: -

1. Any accident occurring in the us or canada.
2. Injury to any person who is a member of the same household as you or at the time of sustaining such injury is engaged in the service of the insured.
3. Damage to property belonging to or in the charge or under the control of you or of any servant or agent of you
4. Injury or damage caused by or in connection with or arising arising from: -
 - a) The ownership tenure or possession or use by or on behalf of you.
 - b) Any trade profession or business of you or anything done in connection therewith or for the purpose thereof.
 - c) Ownership, possession or use by or on behalf of you of any
 - i) Animal other than a dog, cat or horse;
 - ii) Mechanically-propelled or animal-drawn vehicle, other than any such vehicle in which you are being carried in the capacity of a passenger only and of which he is neither the owner nor the hirer under a hire-purchase agreement nor the person having such vehicle in his custody or control;
 - iii) Vessel or craft except in respect of your liability (other than liability arising from accident to any vessel or aircraft) to fellow travelers in a vessel or aircraft in which you are traveling as a passenger only
 - d) The use of any horse for racing, polo hunting or driving any vehicle.
 - e) The use of any firearms, spearguns and cross/recurve bows, and any weapon whatsoever.
- 5) Liability assumed by you by agreement unless such liability would have attached to you notwithstanding such agreement.
- 6) a) Compensation for damages in respect of judgement delivered or obtained in US or Canada.

- b) Costs and expenses of litigation incurred and recoverable by any claimant from you in the US or Canada.
- 7) Liability in respect of which you are or would be but for the existence of this policy 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 applied as far as it shall go in satisfaction of the liability.
- 8) Liability of whatsoever nature for: -
 - a) Personal injury or bodily injury or loss of damage to or loss of use of property or directly or indirectly caused by seepage, pollution or contamination.
 - b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - c) Fines, penalties, punitive or exemplary damages.

In these exclusions the expressions: - "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air.

SECTION IV – GENERAL CONDITIONS

1) STATEMENT PURSUANT TO SCHEDULE 9 OF THE FINANCIAL SERVICES ACT 2013

Where The Insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, The Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when The Insured applied for this insurance) i.e. The Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. The Insured was also required to disclose any other matter that The Insured knew to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied. The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when The Insured applied for this insurance) is inaccurate or has changed. This Policy Schedule and the Schedule of Benefits 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 or Benefits shall bear such specific meaning wherever it may appear.

2) NOTICE OR COMMUNICATION WITH THE COMPANY

Every notice or communication to be given or made under this Policy shall be delivered in writing to Head Office or the nearest Branch Office of the Company. No changes or alteration to this Policy of any term, endorsement condition or whatsoever shall be valid unless approved by an Authorized Representative of the Company and such approval be endorsed hereon and duly signed.

3) DUTY OF DISCLOSURE

Pursuant to applicable local legislation, the Insured Person is to disclose in the enrolment/proposal form, fully and faithfully all the facts which he / she knows or ought to know, otherwise the Policy issued hereunder may be void.

4) RENEWAL

It shall not be incumbent on the Company to give notice that any premium for renewal is due and such premium shall be deemed to be due on the date on which the Policy expires. The Company shall not be bound to accept any renewal and shall be under no liability in respect of any accidental bodily injury sustained by any Insured after the year of Insurance in which the Insured attains the age of sixty (65) years. Any renewal of this Policy after the Insured has attained the age of seventy- five (75) years shall be entirely at the Company's option.

5) PORTFOLIO WITHDRAWAL CONDITION

The Company reserves the right to cancel the portfolio as a whole if it decides to discontinue underwriting this insurance product. Cancellation of the portfolio as a whole shall be given by written notice to the Insured and the Company will run off all policies to expiry of the period of cover within the portfolio.

6) CANCELLATION

- a) This Policy may be cancelled by the Company at any time by giving fourteen (14) days' notice by registered letter to the Insured's last known address and in such event the Company will on demand return a proportionate part of the last premium paid for the unexpired term of the Policy.
- b) This Policy may be cancelled by The Insured at any time by giving fourteen (14) days' notice by registered letter from The Insured to the Company's registered Head Office and in such event The Insured shall be entitled to a premium less the premium payable to the Company at the Company's Short Period Rates for which this period of the Policy has been in force.

7) EFFECTIVE TIME OF TERMINATION

This Policy shall terminate at 12.01a.m. Malaysian time on the relevant date specified above.

8) AUTOMATIC TERMINATION

This Policy shall be deemed to be terminated on occurrence of the following events, whichever comes first:

- 10.1 Immediate upon attainment of the Insured Person aged seventy- six (76), on the exact date of birth.
- 10.2 Upon death of the Insured Person or if the Insured Person sustains Permanent Disablement as a result of an Accident giving rise to a claim of which the full benefits of 100% of the Principal Sum Insured amount as specified in the Policy Schedule has been paid.

9) ADDITION AND DELETION OF INSURED PERSON

Inclusion of any new Insured Person is automatically included in this insurance with effect from the date on which the Insured Person joined the group as per Insured book of record. Deletion of the existing Insured Person shall be similarly effected from the date of termination. Provided further that notice of each addition must be given to the Company within 30 days from the date on which the Insured Person shall join the group.

10) CHANGE IN RISK

- a) The Insured shall give immediate notice to the Company of any change in his name, residence business, occupation, pursuits and also of any injury, disease, physical defect or infirmity by which he has become affected or of which he has become cognizant.
- b) The Insured shall give immediate notice to the Company of any insurance or insurance or insurances in respect of Personal Accident or Personal Liability already effected covering any loss bodily injury or damage hereby Insured against and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

11) CLAIMS PROCEDURE

- a) Upon the happening of any accident likely to give rise to a claim under Section 1 of this Policy the Insured shall within thirty (30) days from the happening of the accident give notice to the Company with full particulars of the accident and the injuries and shall as soon as possible procure and act on proper medical and surgical advice.
- b) The Insured or his legal personal representative shall at his own expense furnish to the Company all such certificates information and evidence as may be required by the Company and shall be in such form and of such nature as the Company may prescribe and The Insured shall whenever reasonably required to do so submit to medical examination on behalf of the Company at its own expense. In the event of the death of the 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 burial or cremation stating the time and place of any inquest appointed. Time is the essence of this condition.
- c) No assignee shall be entitled to any benefit under this Policy except that payable in respect of death.

12) REINSTATEMENT

Policy may be reinstated at the Company's discretion subject to:

- 15.1 Written application by the Insured Person;
- 15.2 Evidence of insurability satisfactory to the Company; and
- 15.3 Payment of total premium due if any.

13) DEATH/DISAPPEARANCE

The Death of the Insured shall be established by an Official Death Certificate or in the event of his disappearance by a Court Order presuming his death.

14) DISCHARGE OF LIABILITY

Benefits payable under this Policy shall be made to The Insured. Any payments approved by the Company in respect of claims made shall be considered a final, good and complete discharge of all liabilities of the Company for the said claim.

15) PAYMENT OF BENEFITS

In the event of death of The Insured Person, the benefit shall be paid to the Insured.

16) DUE CARE

In the event of injury to which this Policy relates, the Insured Person shall seek the advice of a Physician or Surgeon or Medical Practitioner as soon as practicable and act upon their advice accordingly.

17) CURRENCY AND EXCHANGE RATES

In the event of Hospitalization outside Malaysia, bills rendered in terms of currency other than Malaysian Ringgit shall be payable at RHB Bank's prevailing currency market rates on the date of discharge from Hospital of the Insured Person.

18) GOVERNING LAW

This Policy under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia. The indemnity provided by this Policy shall not apply in respect of judgment which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia, nor to orders obtained in the said court for the enforcement of judgment made outside Malaysia, whether by reciprocal agreements or otherwise.

19) ALTERATIONS

The Company reserves the right to amend the terms and provisions of this Policy by giving thirty (30) days prior notice in writing by ordinary post to the Insured Person's last known address according to the Company's records, and such amendment will be applicable from the next renewal of this Policy. No alteration to this Policy shall be valid unless approved by the Company and evidenced by endorsement of such amendment.

20) LEGAL PROCEEDING

No action at law or in equity shall be brought to recover on the Policy prior to the expiration or ninety (90) days after proof of claim has been filed in accordance with the requirements of this Policy.

21) RADIOACTIVE/ NUCLEAR ENERGY RISKS CLAUSE

This insurance does not cover loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following or in any other sequence to the loss of:

25.1 Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

25.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

25.3 Any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

22) ARBITRATION

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 to do so by either of the parties or in the 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 the Company. If the Company shall disclaim liability to The Insured for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder. The due observance and fulfillment of the terms conditions and endorsement of this Policy by The Insured or any claimant under this Policy insofar as they relate to anything to be done or complied with by The Insured or any claimant under this Policy and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

23) MISPRESENTATION

If the proposal or declaration of the Insured Person is untrue or incorrectly stated in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, then in any of these cases, this Policy may be void.

24) CLAIMS RECOVERY

In the event that the Company has paid benefits to which The Insured Person is not entitled, the Company shall have a right to recover those benefits from the Insured Person.

25) INTERPRETATION

This Policy, including the enrolment form/proposal form, Policy Schedule, endorsements and amendments if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.

SECTION IV – DESCRIPTION OCCUPATION CLASSIFICATION

1) CLASS 1 OCCUPATION ENDORSEMENT

Professional and mercantile class and those engaged in clerical or administrative duties (not superintending or engaging in manual labour).

2) CLASS 2 OCCUPATION ENDORSEMENT

Superintending but not engaging in manual labour, Commercial Travelers, Shop Proprietors and Shop Assistants (not using tools or machinery).

3) CLASS 3 OCCUPATION ENDORSEMENT

Master tradesman (working) excluding any hazardous trade or occupation, Shop Proprietors and Shop Assistants (other than Class 2 above), Lorry Drivers or Attendants.

NOTICE TO POLICYHOLDER

Please examine the insurance Policy to ensure that it meets Your requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If You have any complaints or grievances pertaining to Your policy, please contact Your agent, if any or get in touch with Our issuing office. We assure You that Your complaints will be attended to promptly.

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

As a responsible insurer, We wish to bring Your attention that You could also address Your dissatisfaction to Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia Customer Service Bureau (CSB) as listed below.

HOW TO LODGE A COMPLAINT

If You are unhappy with any aspect of Our service, We would like to hear from You. You can make Your complaint in whatever form is most convenient to You either via a phone call to Our receptionist or alternatively, by writing, faxing or e-mailing Your complaint to:

Complaints Handling Unit

RHB Insurance Berhad

Level 12B, West Wing, The Icon No 1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur

Tel : 1-300-220-007

Fax : 03-2163 7277

E-mail : complaints_unit@rhbinsurance.com.my

We will seek to respond to **Your** complaint within fourteen (14) days. If **We** cannot resolve the matter within the aforesaid time frame when a matter is complex, You will be informed of the progress made with Your complaint.

It will help **Us** to respond promptly if You give the following details:

1. Your name, address and contact no.
2. Cover note no. / Policy no. / Claim no.

If after taking these steps, **You** are still dissatisfied, You may write to: The Complaints Management Unit

Ombudsman for Financial Services (OFS) Level 14, Main Block

Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur

Tel : 03-2272 2811

Fax : 03-2272 1577

E-mail : enquiry@ofs.org.my Website : www.ofs.org.my

If the Mediator makes an award against Us, You are required to inform the Mediator of Your decision to accept or deny the award within fourteen (14) days.

If You do not accept the award, You may reject the decision of the Mediator. You are free to institute a court proceeding against Us or refer it to Arbitration.

Alternatively You may put forward Your dissatisfaction over the conduct of Us by writing to Bank Negara Malaysia giving details of Your complaint and particulars of Your policy to:

BNMTELELINK

Corporate Communications Department Bank Negara Malaysia

P.O. Box 10922 50929 Kuala Lumpur

Tel: 1300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail : bnmtelelink@bnm.gov.my Website : www.insuranceinfo.com.my