

Group Personal Accident Maximum Protection

Policy Wordings

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Policy Wording

Please review this Policy & return to Us immediately if any errors are found.

In consideration of payment of Premiums, We will insure the Policyholder and all Insured Persons to the extent provided in this Policy and shown in the Policy Schedule, subject to the definitions, provisions, conditions, general exclusions and Endorsements contained in this Policy.

This Policy shall become effective at 12.01 A.M. Malaysian time on the date specified in the Period of Insurance shown in the Policy Schedule.

Section 1 - General Definitions

For the purposes of this Policy the following definitions apply:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured Person. The word Accidental shall be construed accordingly.

Accidental Death means death occurring as a result of a Bodily Injury.

Alternative Medical Physician means a traditional medical practitioner (including a Chinese acupuncturist or bonesetter) or chiropractor or osteopath or physiotherapist duly licensed and/or registered (as required under the laws of the geographical area of the country in which such practice is maintained) and practicing within the scope of their license, registration and training in such geographical area. An Alternative Medical Physician cannot be:

- a) the Policyholder;
- b) the Insured Person;
- c) a relative of the Insured Person.

Basic Monthly Salary means total gross monthly salary including monthly variable component where applicable (excluding payments for overtime, allowance, commission or bonus) at the occurrence of Bodily Injury. Basic Annual Salary shall have a corresponding meaning.

Basic Weekly Salary means total gross weekly salary excluding payments for overtime, allowance, commission or bonus at the occurrence of Bodily Injury.

Benefit Period means the maximum period of time for which a benefit is payable for Events 35 and/or 36 as shown in the Policy Schedule.

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is an Insured Person. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury.

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are different ethnic religious or idealistic groups.

Complete Fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Dependent Child (ren) means an Insured Person's unmarried dependent child (ren) (including step or legally adopted child (ren)) as long as they are under nineteen (19) years of age or under twenty-five (25) years of age if they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Insured Person for maintenance and support.

Endorsement means a written alteration to the terms of the Policy.

Excess means the first amount of any covered loss or expense incurred by the Insured Person which We will not pay. Excess shall be applied to each and every loss which is covered under the Policy if shown in the Policy Schedule.

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Excess Period means the period of time following Events 35 or 36 giving rise to a claim during and for which no benefits are payable as shown in the Policy Schedule.

Event(s) means the event(s) described in the relevant Table of Events set out in this Policy

Fingers, Thumbs Or Toes means the digits of a Hand or Foot.

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Hairline Fracture means mere cracks in the bone.

Home Country means any country of which the Insured Person is a citizen or a permanent resident excluding Malaysia.

Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a Hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- b) provides a 24-hour a day nursing service by registered nurses;
- c) has a staff of one or more Physicians available at all times;
- d) provides organized facilities for diagnosis and major surgery facilities; and
- e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.

Insured Person means a person who meets the criteria specified for an Insured Person as described in the Policy Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person who is covered under the Policy. An Insured Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of sight in the eye;
- c) hearing, total and Permanent loss of hearing;
- d) speech, total and Permanent loss of the ability to speak;
- e) Hand, Foot, Fingers, Thumbs or Toes, loss of use of or Permanent severance through or above a metacarpophalangeal or metatarsophalangeal joint.

and which in each case is caused by Bodily Injury.

Medical Expenses means Usual, Reasonable and Customary Medical Expenses incurred for treatment in respect of an Insured Person as a result of a Bodily Injury for:

- a) medical, surgical, hospital and nursing treatment prescribed by a Physician; and/or
- b) dental charges to restore sound and natural teeth resulting from an Accident.

Non-Scheduled Flight means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals and includes all travel by helicopter whether scheduled or not.

Other Fracture means any fracture other than a Complete Fracture, Simple Fracture or Hairline Fracture.

Period Of Insurance means the period shown on the current Policy Schedule or any subsequent Endorsement(s), if any, for which cover applies under this Policy.

Permanent means having lasted for a continuous and uninterrupted period of twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means where in the opinion of a Physician:

- a) the Insured Person is entirely and continuously unable to engage in, perform or attend to any gainful employment, or business or any and every kind for the remainder of their life; and
- b) the above disability is Permanent.

Physician Or Surgeon means a doctor or specialist who is registered and licensed to practice western medicine under the laws of the country in which they practice. A Physician cannot be:

- a) the Policyholder;
- b) the Insured Person;
- c) a relative of the Insured Person.

Policy means this wording, the current Policy Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. Endorsements).

Policyholder means the named company listed as the Policyholder in the Policy Schedule with whom We enter into the Policy and who pays Premium to Us in respect of the Insured Persons. They are the contracting insured. Where the Policyholder is more than one firm, partnership, company, association, organization or entity of a similar nature, Policyholder shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a Policyholder under this Policy shall be joint.

Policy Schedule means the relevant Policy Schedule issued by Us to the Policyholder.

Premium means the premium as shown in the Policy Schedule and/or any other premiums charged during the Period of Insurance that are payable in respect of the Policy by the Policyholder.

Public Conveyance means any bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers, any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules. Chartered vehicles are excluded.

Riot means the act of any person taking part together with our without others in any disturbance of the public peace (whether in connection with a strike or lock-out or otherwise) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

Second Degree Burn means both the epidermis and the underlying dermis are damaged.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Physician requires minimal and uncomplicated medical treatment.

Strike means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or 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.

Sum Insured means the benefit amount payable by Us as stated in the Policy Schedule.

Temporary Partial Disablement means where, in the opinion of a Physician, the Insured Person is temporarily unable to engage in a substantial part of their usual business duties or gainful employment, while the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Physician.

Temporary Total Disablement means where, in the opinion of a Physician, the Insured Person is temporarily unable to engage in their usual business duties or, gainful employment, while the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Physician.

Third Degree Burns means a burn resulting in the damage or destruction of the skin to its full depth and damage to the tissue beneath.

Usual, Reasonable and Customary Medical Expenses means charges for treatment, supplies or medical services medically necessary to treat the Insured Person's condition, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means Chubb Insurance Malaysia Berhad (9827-A), Wisma Chubb, 38 Jalan Sultan Ismail, 50250 Kuala Lumpur who is the insurer/issuer of this Policy.

Section 2 - Eligibility

To be eligible for cover under this Policy, an Insured Person must fulfil the criteria as described in the Policy Schedule.

Age Limitations

1. In respect to each Insured Person aged **seventy-six (76) to eighty (80) years** of age at the time of loss;
 - a. cover under Part A, Events 1 - 20 is limited to a maximum of RM500,000 or as otherwise shown in the Policy Schedule, whichever is the lesser; and
 - b. no benefit is payable under Parts C, D, E & F - Weekly Benefits, Fractured Bones, Accidental Medical Expenses Reimbursement and Accident Hospital Income.
2. No cover applies to an Insured Person aged under sixteen (16) years of age or aged **over eighty (80) years** of age unless approved by Us.

Section 3 - General Exclusions

This Policy does not cover, and We will not pay benefits with respect to any loss, damage, liability, Event or Bodily Injury which directly or indirectly:

1. results from War, invasion or Civil War or direct participation in a Strike or Riot by the Insured Person or Policyholder;
2. results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or an Insured Person;
3. results from the Insured Person acting as a member of the armed forces, naval, military, air force of any country or international authority whether on a permanent or temporary basis, for reward or otherwise;
4. results from an Insured Person:
 - a. flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers and operating only between established commercial airports; or
 - b. training for and/or participating in professional sport of any kind.
5. results from or is a complication of pregnancy, childbirth, miscarriage (except for miscarriage due to Bodily Injury) or abortion, intoxication by alcohol or drugs not prescribed by a Physician.
6. results from illness, disease, virus or any bacterial infection other than bacterial infection that is a direct result of an Accidental cut or wound.

Section 4 - Benefits - Personal Accident

Extent of Cover

If during the Period of Insurance the Insured Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Event(s) listed in the Table of Events below under Part A, B, C, D, and/or E We will pay the corresponding benefit shown in the Table of Events below, provided:

- a. the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- b. a Sum Insured is shown in the Policy Schedule for the Event.

Part A - Lump Sum Benefits - Accidental Death and Disability

Cover for an Event under this Part only applies if a Sum Insured for that Event is shown in the Schedule against Part A - Lump Sum Benefits - Accidental Death and Disability.

Benefits

Table Of Events		The Benefits	
<p>Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury</p>		<p>The benefits shown below are a percentage of the Sum Insured shown in the Policy Schedule against Part A - Lump Sum Benefits - Accidental Death and Disability for each Insured Person</p>	
		Scale I	Scale II
1.	Accidental Death	100%	100%
2.	Permanent Total Disablement	100%	100%
3.	Permanent & total paralysis of all Limbs	100%	100%
4.	Permanent and incurable insanity	100%	100%
5.	Loss of both Hands or Feet	100%	100%
6.	Loss of one (1) Hand or one (1) Foot	100%	100%
7.	Loss of Sight of both eyes	100%	100%
8.	Loss of Sight of one (1) eye	100%	100%
9.	Permanent Loss of speech and hearing	100%	100%
10.	Permanent Loss of hearing in:		
	a. both ears	-	75%
	b. one (1) ear	-	25%
11.	Permanent Loss of speech	-	50%
12.	Permanent Loss of the lens of one (1) eye	-	50%
13.	Loss of one (1) thumb:		
	a. both phalanges	-	30%
	b. one phalanx	-	15%
14.	Permanent Loss of four (4) Fingers and Thumb of either Hand:	-	70%
15.	Loss of four (4) fingers of either Hand:	-	40%

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Benefits (Cont'd.)

Table Of Events		The Benefits	
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury		The benefits shown below are a percentage of the Sum Insured shown in the Policy Schedule against Part A - Lump Sum Benefits - Accidental Death and Disability for each Insured Person	
		Scale I	Scale II
16.	Loss of Fingers:		
	a. three phalanges	-	10%
	b. two phalanges	-	8%
	c. one phalanx	-	5%
17.	Loss of Toes		
	a. all of one foot	-	15%
	b. great, both phalanges	-	5%
	c. great, one phalanx	-	3%
18.	Fractured leg or patella with established non-union	-	10%
19.	Shortening of leg by at least 5 cm	-	7.5%
20.	Other Permanent partial disablements not specified in Event 2 to 19 above	-	Such percentage of the Sum Insured which corresponds to the percentage reduction in whole bodily function of the Insured Person as certified by no fewer than two (2) Physicians, one (1) of whom will be the Insured Person's treating Physician and the other will be appointed by Us. In the event of a disagreement between the Physicians, the amount payable will be the average of the two (2) opinions. The maximum amount We will pay is 75% of the Sum Insured under Event 2.

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Part A (i) - Additional Indemnity for Public Conveyance

If during the Period of Insurance, the Insured Person whilst traveling in a Public Conveyance including lifts, sustains a Bodily Injury resulting in Accidental Death or Permanent disablement covered under Part A, Events 1 - 5, We will pay double the Sum Insured shown in the Policy Schedule under Part A, Event 1 provided always that:

- a) the additional sum payable under this cover shall not exceed a maximum of RM1million; and
- b) cover for Additional Indemnity for Public Conveyance is shown in the Policy Schedule.

Part A (ii) - Death due to Dengue

If during the Period of Insurance, the Insured Person dies as a result of dengue fever, We will pay 10% of the Sum Insured shown in the Policy Schedule under Event 1 (Accidental Death) up to a maximum of RM100, 000 provided Death due to Dengue is shown as included in the Policy Schedule. This benefit will not be payable if death occurs within thirty (30) days from when the Insured Person's cover became effective under the Policy and/or if dengue is declared as an epidemic outbreak by the Government or Authorities of the country/area where the dengue is contracted.

Exposure

If during the Period of Insurance the Insured Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Insured Person suffers from any of the Events outlined in the Table of Events (1-19) as a direct result of that exposure, the Insured Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

Disappearance

If during the Period of Insurance the Insured Person disappears in any manner whatsoever and the Insured Person's body has not been found within twelve (12) months after the date of that disappearance, the Insured Person will be deemed to have died as a result of a Bodily Injury at the time of their disappearance.

Where the Accidental Death Benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that Benefit after the Policyholder or the legal representatives of the Insured Person's estate has given Us a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Insured Person did not die as a result of a Bodily Injury.

Part B - Burns

Cover for an Event under this Part applies only if a Sum Insured is shown in the Policy Schedule against Part B - Burns - Third Degree and/or Part B - Burns - Second Degree.

1. Third degree burns

Table Of Events		The Benefits
Third Degree Burns (Damage as a percentage of total body surface area) Note: the following Event(s) must occur within twelve (12) months from the date of the Bodily Injury and whilst the Policy is in force.		The benefits shown below are a percentage of the Sum Insured shown in the Policy Schedule against Part B - Burns - Third Degree for each Insured Person.
Equals to or greater than:		
21.	2% but less than 5% of the entire head	50%
22.	5% but less than 8% of the entire head	75%
23.	8% of the entire head	100%
24.	10% but less than 15% of the entire body	50%
25.	15% but less than 20% of the entire body	75%
26.	20% of the entire body	100%

2. Severe Second Degree Burns subject to the Specified Body Area Compensation Scale below.

Table Of Events		The Benefits
Second Degree Burns (Damage as a percentage of total body surface area) Note: the following Event(s) must occur within twelve (12) months from the date of the Bodily Injury and whilst the Policy is in force.		The benefits shown below are a percentage of the Sum Insured shown in the Policy Schedule against Part B - Burns - Second Degree for each Insured Person.
27.	Face and neck and head	100%
28.	Hand and forearm below elbow joint (right)	25%
29.	Hand and forearm below elbow joint (left)	20%
30.	Upper arm below shoulder joint to elbow (right)	15%
31.	Upper arm below shoulder joint to elbow (left)	10%
32.	Torso below neck top shoulder joints and hip joints	36%
33.	Thigh below hip joint to knee joint	9%
34.	Foot and lower leg below knee joint	27%

The total amount payable in respect of the above listed Second and Third Degree Burns due to the same Bodily Injury is arrived at by adding together the various percentages of each of the Event but shall not exceed 100% of the Sum Insured shown in the Policy Schedule against Part B - Burns - Third Degree and Second Degree and there shall be no further liability under the Policy in respect of the same Event sustained thereafter.

With respect to Part B - Burns - Third Degree & Second Degree We will not pay for liability arising directly or indirectly from, in respect of, due to sunburn, in-door tanning, cosmetic tanning, or aesthetic procedure.

Part C - Weekly Benefits - Bodily Injury

Cover for an Event under this Part applies only if a Sum Insured is shown in the Policy Schedule against Part C - Weekly Benefits - Bodily Injury.

Table Of Events		The Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy is in force.		Benefits (per Insured Person)
35.	Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists and the Insured Person is employed by the Policyholder, We will, for the Benefit Period, pay up to the weekly benefit Sum Insured shown in the Policy Schedule against Part C - Weekly Benefits - Temporary Total Disablement, but not exceeding the percentage of the Insured Persons Basic Weekly Salary shown in the Policy Schedule.
36.	Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists and the Insured Person is employed by the Policyholder, We will, for the Benefit Period, pay up to the weekly benefit Sum Insured shown in the Policy Schedule against Part C - Weekly Benefits - Temporary Partial Disablement but not exceeding the percentage of the Insured Persons Basic Weekly Salary shown in the Policy Schedule.

Part D - Fractured Bones

Cover for an Event under this Part applies only if a Sum Insured is shown in the Schedule against Part D - Fractured Bones.

Table Of Events		The Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.		The benefits shown below are a percentage of the Sum Insured shown in the Policy Schedule against Part D - Fractured Bones for each Insured Person.
37.	Neck, skull or spine (Complete Fracture)	100%
38.	Hip	75%
39.	Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
40.	Cheekbone, shoulder or Hairline Fracture of skull or spine	30%
41.	Arm, elbow, wrist or ribs (Other Fracture)	25%
42.	Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
43.	Nose or collarbone	20%
44.	Arm, elbow, wrist or ribs (Simple Fracture)	10%
45.	Finger, Thumb, Foot, Hand or Toe	7.5%

The total amount payable in respect of the Events 37-45 due to the same Bodily Injury is arrived at by adding together the various percentages of each of the Events but shall not exceed 100% of the Sum Insured shown in the Policy Schedule against Part D - Fractured Bones and there shall be no further liability under the Policy in respect of the same Event sustained thereafter.

This benefit will not be payable for any Insured Person who has been diagnosed as having osteoporosis prior to the date on which they were first covered under this Policy. If any Insured Person is diagnosed as having osteoporosis after the date on which they were first covered under this Policy, We will only pay this benefit for the first Simple Fracture, Hairline Fracture or Other Fracture sustained, and no further payments will be made under this benefit.

Part E - Accidental Medical Expenses Reimbursement

Part E (i) - Medical Expenses for Treatment by a Physician

Cover for an Event under this Part applies only if a Sum Insured is shown in the Schedule against Part E (i) - Medical Expenses for Treatment by a Physician.

Table Of Events		The Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.		Benefits (per Insured Person)
46.	Bodily Injury resulting in Medical Expenses for Treatment by a Physician	From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part E (i)- Medical Expenses for Treatment by a Physician, less any applicable Excess.

Part E (ii) - Medical Expenses for Treatment by an Alternative Medical Physician

Cover for an Event under this Part applies only if a Sum Insured is shown in the Schedule against Part E (ii) -Medical Expenses Reimbursement for Treatment by an Alternative Medical Physician.

Table Of Events		The Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.		Benefits (per Insured Person)
47.	Bodily Injury resulting in Medical Expenses for Treatment by an Alternative Medical Physician	From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses for treatment by an Alternative Medical Physician, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part E (ii)- Medical Expenses for Treatment by an Alternative Medical Physician, - less any applicable Excess.

If the Policyholder or Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, We will only be liable for the excess of the amount recoverable from such other source or insurance.

Part F - Accident Hospital Income

If during the Period of Insurance the Insured Person within thirty (30) days of sustaining a Bodily Injury is confined as a resident patient in a Hospital for at least twenty-four (24) hours on the recommendation of a Physician We will pay the daily accidental hospital income up to the Sum Insured and maximum period shown in the Policy Schedule against Part F - Accidental Hospital Income.

Subsequent hospitalization resulting from the same Bodily Injury will not be payable and this cover will not apply to Hospital stays less than twenty-four (24) hours.

Additional Cover Applying Under The Policy

Replacement Staff/Recruitment Costs

If during the Period of Insurance, the Insured Person suffers from an Event 1-9 of the Table of Events which is likely to be payable under this Policy, We will pay to the Policyholder reasonable costs incurred by the Policyholder for recruitment of replacement staff up to the Sum Insured shown in the Policy Schedule against Replacement/ Recruitment Expenses. Costs must be incurred within forty-five (45) days of the Bodily Injury being suffered and be necessary for the continuation of the Policyholder’s business. This cover is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

Visitors Benefit

If during the Period of Insurance, a third party (who is not an employee of the Policyholder) visits the Policyholder’s premises in a business capacity and sustains a bodily injury which would, had the visitor been an Insured Person, result in a benefit being paid under Event 1 or 2, of the Table of Events under Part A, We will pay the Sum Insured shown in the Policy Schedule against Visitors Benefit.

Funeral Expenses & Repatriation of Remains

If during the Period of Insurance, the Insured Person suffers an Accidental Death and the Accidental Death benefit under Part A - Event 1 is payable, We will pay:

- a) up to the maximum Sum Insured shown in the Policy Schedule under (a) Funeral Expenses and/or
- b) the repatriation expenses incurred for the return of the Insured Person’s mortal remains from overseas or from place of demise within Malaysia to their hometown within Malaysia or the Insured Person’s Home Country up to the Sum Insured shown in the Policy Schedule against (b) Repatriation of Remains.

Coma Benefit

If during the Period of Insurance the Insured Person sustains Bodily Injury which directly causes or results in a continuous unconscious state for a period of seven (7) days or more requiring the regular care and attendance of a Physician, and this unconscious state is confirmed by a Physician, We will pay the Sum Insured shown in the Policy Schedule against Coma Benefit.

We will not pay any claim related to the Coma resulting directly from alcohol or drug abuse.

Dependent Child Supplement

If during the Period of Insurance the Insured Person suffers an Accidental Death and is survived by a Dependent Child (ren), We will pay the Insured Person's estate a lump sum benefit for each surviving Dependent Child subject to a maximum benefit with respect to any one (1) family as shown in the Policy Schedule against Dependent Child Supplement.

Mobility Expenses and/or Home Renovation Expenses

If during the Period of Insurance the Insured Person sustains Bodily Injury which results in a benefit under Part A - Events 2 - 9 of the Table of Events being payable, We will reimburse the Insured Person the necessary expenses incurred for:

- a) purchasing medical equipment for the purpose of coping with the disablement including but not limited to purchase of a wheelchair; and/or
- b) alteration to a motor vehicle with the controls suitably adjusted; and/or
- c) renovation of their Home to include lift, necessary ramps, railings or holds

up to the maximum Sum Insured shown in the Policy Schedule against Mobility Expenses and/or Home Renovation Expenses.

Home shall mean the Insured Person's regular place of residence in Malaysia.

Ambulance Cost

If during the Period of Insurance the Insured Person sustains a Bodily Injury, which necessitates the use of an ambulance, We agree to reimburse the actual ground ambulance costs incurred by the Insured Person up to the Sum Insured shown in the Policy Schedule against Ambulance Cost.

Trauma Counselling Compensation

If during the Period of Insurance the Insured Person witnesses and/or is the victim of a traumatic event such as, but not limited to, rape, armed hold up, assault, natural disaster or acts of terrorism, We will reimburse the cost of trauma counselling which is recommended by the Insured Person's Physician up to the maximum Sum Insured per counselling session and for the maximum period both shown in the Policy Schedule against Trauma Counselling Compensation.

Snatch Theft/Robbery

If during the Period of Insurance the Insured Person is a victim of Snatch Theft or Robbery, We will pay the Snatch Theft/Robbery Benefit up to the Sum Insured shown in the Policy Schedule against Snatch/Theft Robbery provided always that the Insured Person submits the police report to Us.

Snatch Theft means the loss of the Insured Person's wallet, purse or other bag (including the contents of such items) carried by the Insured Person or loss of any valuables worn by the Insured Person as a result of the items being snatched from the Insured Person by an unknown person.

Robbery means where, in order to commit a theft, or in committing the theft, or in carrying away property obtained by theft, the perpetrator causes or threatens to harm or restrain the Insured Person in anyway and as a result of such attempts or threats at the time of committing the robbery, the Insured Person or persons in the company of the Insured Person at the time of the robbery, hand over their property to the perpetrator.

Credit Card Indemnity

If during the Period of Insurance, the Insured Person sustains Bodily Injury resulting in Events 1-9 of the Table of Events being payable under Part A, We will pay for the Insured Person's current month's outstanding credit card expense (less any arrears from prior month) incurred by the Insured Person up to the Sum Insured shown in the Policy Schedule against Credit Card Indemnity provided that:

- a) No interest accrued or financial charges are payable under this Benefit;
- b) the Insured Person is not entitled to this cover under any other source; and
- c) the Insured Person is aged above eighteen (18) years of age.

Corporate Events Cover For Family

If during the Period of Insurance, the Policyholder organizes an event for employees including their family members, We will extend cover to the Insured Person's spouse and/or Dependent Children who sustain Bodily Injury during the first five (5) days of the event for:

a) Accidental Death & Disablement.

We will pay the Insured Person's spouse and/or each of the Dependent Child, 10% of the Insured Person's Sum Insured for Events 1-20 of the Table of Events as shown in the Policy Schedule up to the maximum Sum Insured shown in the Policy Schedule against Corporate Events Covers for Family (A) - Accidental Death & Disablement, any one (1) family, per event.

b) Accidental Medical Expenses Reimbursement

We will reimburse the accidental Medical Expenses of the Insured Person's spouse and/or each of the Dependent Child up to the maximum Sum Insured shown in the Policy Schedule against Corporate Events Covers for Family (B) - Accidental Medical Expenses Reimbursement, any one (1) family, per event.

Dengue Recuperation

If during the Period of Insurance the Insured Person is hospitalized as a result of dengue fever and thereafter granted medical leave to rest at home following such hospitalization, We will pay the Sum Insured shown in the Policy Schedule against Dengue Recuperation Clause as a recuperation allowance provided always that the medical leave was issued by the attending Physician where the dengue treatment was sought.

Get Well Benefit

If during the Period of Insurance and within thirty (30) days following a Bodily Injury, the Insured Person is confined as a resident patient in a Hospital for a minimum of twenty-four (24) hours on the recommendation of a Physician but not for the purpose of convalescent rest, We will pay the Sum Insured shown in the Policy Schedule per hospitalization.

Subsequent hospitalization resulting from the same Bodily Injury will not be payable. This Benefit is payable in addition to any amount also paid under Part F - Accident Hospital Income.

Section 5 - General Conditions Applying To The Policy

1. If an amount is payable for Loss of a whole member of the body, then parts of the member cannot also be claimed for.
2. If an Insured Person suffers a Bodily Injury resulting in any one (1) of Events 2-9 of the Table of Events, We will not be liable under the Policy for any subsequent Bodily Injury to that Insured Person.
3. Benefits shall not be payable for more than one of Events 1 to 20 of the Table of Events in respect of the same Bodily Injury. The Event with the highest Sum Insured payable will be paid in respect of that Bodily Injury.
4. Benefits shall not be payable:
 - a) for Events 35 and 36 in excess of the Benefit Period as shown against Part B - Weekly Benefits - Bodily Injury in the Policy Schedule in respect of any one (1) Bodily Injury;
 - b) for Events 35 and 36 during the Excess Period as shown in the Policy Schedule;
 - c) for Events 35 and 36 after the Excess Period, in an amount which exceeds the applicable percentage of salary as shown in the Policy Schedule against Part B - Weekly Benefits - Bodily Injury;
 - d) unless the Insured Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Physician. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
 - e) for more than one (1) of Events 35 and 36 that occur for the same period of time.
4. If as a result of Bodily Injury, the Insured Person is entitled to a benefit under Events 35 or 36 and subsequently becomes entitled to a benefit under Events 2-9 & Event 20 of the Table of Events under Part A, all benefits payable under Events 35 and 36 shall cease from the date of such entitlement.

Section 6 - General Extensions Under The Policy

This Policy is extended to cover Accidental Death or Bodily Injury:

- a. sustained due to suffocation by smoke resulting from an Accident or Accidental inhalation of poisonous fumes.
- b. arising from terrorism acts including any act of Nuclear, Chemical or Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss, provided however that this extension does not cover the Insured Person if they are actively engaged in terrorist activities.

Nuclear, Chemical or Biological Terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Chemical Agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Biological Agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Section 7 - General Provisions

1. Aggregate Limit Of Liability

- i. Our total liability for all claims arising under the Policy shall not exceed the amount shown on the Policy Schedule against Aggregate Limit of Liability (A).
- ii. Our total liability for all claims arising under the Policy relating directly to a Non-Scheduled Flight(s) shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
- iii. In the event that claims are made under the Policy which exceed the Aggregate Limits of Liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

2. Condition Precedent To Liability

Our liability for any Benefit under this Policy is conditional upon:

- i. truth of the statements and information as provided to Us by the Policyholder and all the Insured Person(s); and
- ii. the due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Policyholder and the Insured Person(s).

3. The Insured Person's and Policyholder's Obligations

3.1 The Insured Person and Policyholder must take reasonable care:

- i. not to make a misrepresentation to Us when answering any questions We ask in the proposal form;
- ii. when renewing this Policy, not to make a misrepresentation to Us in answering any questions, or confirming or amending any matter previously disclosed to Us in relation to this Policy; and
- iii. to disclose to Us any matter, other than what We have asked in (a) and (b) above, that the Insured Person or the Policyholder know to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied.

3.2 Breach of duty as stated above may result in Us voiding the Policy and refusing all claims, or the terms of the Policy being varied, and/or the amount to be paid on a claim being proportionately reduced, depending on the type of misrepresentation or non-disclosure and the effect of the said misrepresentation or non-disclosure.

4. Misstatement Or Omission Of Relevant Fact

This Policy shall be voidable in the event of:

- i. any answer or representation by the Policyholder or the Insured Person, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly incorrectly stated in any respect; or
- ii. before this contract of insurance is entered into, varied or renewed, the Policyholder or the Insured Person has failed to disclose any fact that the Policyholder or the Insured Person knew to be relevant to Our decision on whether to accept the risk or not and the rates and terms to be applied; or
- iii. any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim;

5. Information Update

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which increases the risk of a claim being made under the Policy.

6. Termination And Renewal

This policy will continue to be in force until the end of the Period of Insurance. This Policy may be renewed for consecutive periods by the payment of the agreed Premium prior to the expiry of the Period of Insurance or as provided in the Premium Payment Warranty Clause. We reserve the right to decline the renewal, or amend Premium rates, benefits, terms and conditions of this Policy at the end of any Period of Insurance.

7. Claims Procedure

In the case of Bodily Injury to which the Policy relates, the Insured Person shall procure and act upon medical or surgical advise as soon as practicable.

All certificates, information and evidence required by Us shall be supplied free of expense to Us, in the form prescribed by Us, at the Policyholder's and/or the Insured Person's expense. An Insured Person shall, as often as may be required by Us, submit to medical examinations by Physician appointed by Us and at Our expense.

Notwithstanding anything contained herein to the contrary, it is agreed that notification to Us by the Policyholder's intermediary of any circumstances or events giving rise or likely to give rise to claim under this Policy shall be deemed sufficient notification. Provided always that such notification is given as soon as possible and in any event within thirty (30) days of the occurrence of any event which may give rise to a claim under this Policy.

8. Entire Contract/Changes

This Policy shall constitute the entire contract of insurance. No change to the terms and conditions of this Policy shall be valid unless approved in writing by Us. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

9. Maintenance Of Records And Examination

The Policyholder shall maintain records of the Insured Persons showing in respect of each Insured Person all and any material information. We shall have the right to examine these records at any time during the term of this Policy and within three (3) years after the expiration of this Policy or until the adjustment and settlement of all claims hereunder, whichever is later.

10. Automatic Addition And Deletion Of Insured Person

It is hereby declared and agreed that any additional Insured Person will be automatically covered by this Policy from the first day of qualification for coverage. Automatic addition will only be applicable to designations or categories that have been declared at the inception of the Policy and where the Sum Insured for any additional Insured Person does not equal to or exceed RM1 million and will not be subject to additional premium. No refund will be accorded for any Insured Person who ceases to be qualified for coverage under this Policy.

Any new designation or category or inclusions from any new acquisition or subsidiary must be declared to Us and may be subject to additional premium.

Any new inclusion of employees where the Sum Insured is equal to or exceeds RM1 million is subject to declaration and additional premium.

11. Payment Of Claims

All benefits paid under this Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy.

12. Interest

No sum payable by Us under this Policy shall carry interest unless as provided by law.

13. Automatic Termination of Cover

Cover under this Policy in respect of any particular Insured Person will terminate on the earliest of the following events:-

- i. the Insured Person ceasing to satisfy any of the eligibility requirements set out in the Policy.
- ii. the death of such Insured Person
- iii. When the Insured Person ceases to be employed by the Policyholder
- iv. Upon expiry of the Period of Insurance.

14. Cancellation

- i. We may cancel this Policy, at any time by giving thirty (30) days' notice in writing to the Policyholder. In the event of such cancellation, We will return a pro-rated portion of any Premium paid.
- ii. The Policyholder may cancel this Policy at any time by giving Us written notice provided no claim has arisen during the current Period of Insurance. In the event of such cancellation, We will promptly return any portion of the premium paid calculated from the time We received the written notification that has not been deemed to be earned by Us. The Premium deemed to be earned shall be, computed in accordance with the applicable percentage indicated below, but in no event will be less than Our customary minimum Premium.

Period covered not exceeding	Short Period rates of annual premium
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

15. Governing Law

This Policy shall be governed by and interpreted in accordance with Malaysian Law.

16. Arbitration

All differences arising out of the Policy shall be referred to an Arbitrator who shall be appointed in writing by the Policyholder and Us. In the event that there is no agreement on who is to be the Arbitrator within one (1) month of being required in writing to do so then We and the Policyholder shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both Arbitrators. However this is provided that any disclaimer or liability by Us for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of Our disclaimer to the Policyholder. The seat of arbitration shall be Malaysia.

17. Notice Of Trust Or Assignment

We shall not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.

18. Geographical Limits

The coverage as afforded under this Policy worldwide unless otherwise stated in the Policy Schedule or any subsequent Endorsements.

19. Sanctions Clause

This insurance does not cover or pay any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to a specially designated person, entity, group or company on the Specially Designated List or to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Specially Designated List means names of person, entities, groups and corporations specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, United Nations, European Union or United Kingdom.

20. Premium Warranty

It is fundamental and absolute special condition of this contract of insurance 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 for the period on risk.

Where the Premium payable pursuant to this warranty is received by Our authorized agent, the payment shall be deemed to be received by Us for the purposes of this warranty and the onus of proving that the Premium payable was received by a person, including an agent, who was not authorised to receive such Premium, shall lie on Us.

21. Complaints

1. For any complaints in relation to Our services and/or matters relating to this Policy, please contact Us at:-

Chubb Insurance Malaysia Berhad (9827-A)
Wisma Chubb
38 Jalan Sultan Ismail
50250 Kuala Lumpur.
O +6 03 2058 3000 F +6 03 2058 3333
E Inquiries.MY@chubb.com

2. In the event of dissatisfaction with Our decision relating to any part of this Policy, the matter can be referred to Bank Negara Malaysia through BNM TELELINK or BNMLINK or Financial Mediation Bureau:

Bank Negara Malaysia
Pengarah
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
O 1-300-88-5465 F +6 03 2174 1515
E bnmtelelink@bnm.gov.my

Financial Mediation Bureau
Level 25 Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
O +6 03 2272 2811 F +6 03 2274 5752
E enquiry@fmb.org.my
(for claim matters only)

Complaints

1. If You have any complaints in relation to Our services and/or matters relating to this Policy, You are advised to contact Us at:

Chubb Insurance Malaysia Berhad (9827-A)
Wisma Chubb
38 Jalan Sultan Ismail
50250 Kuala Lumpur.
Tel: 03-2058 3000 Fax: 03-2058 3333
E-mail: Inquiries.MY@chubb.com

2. In the event You are not satisfied with Our decision, You can refer the matter to Financial Mediation Bureau (“FMB”) or Bank Negara Malaysia. You can contact them at:

PENGARAH
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur.
Tel : 1-300-88-5465 Fax : 03-2174 1515
Email : bnmtelelink@bnm.gov.my

Financial Mediation Bureau
Level 25 Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : 03-2272 2811 Fax : 03-2274 5752
Email : enquiry@fmb.org.my
(for claim matters within FMB’s jurisdiction only)

Privacy Notice / Notis Privasi

In line with the Personal Data Protection Act 2010 (“PDPA”), Chubb Insurance Malaysia Berhad (Chubb) is required to inform the Insured that the personal data the Insured has provided to Chubb or that is subsequently obtained by Chubb from time to time (“Personal Data”), may be processed for the purpose of processing this Policy, provision of insurance related products or services or any addition, alteration, variation, cancellation, renewal or reinstatement thereof, performing statistical/actuarial research or data study, promoting products and services and other related purposes (collectively, “Purpose”). The Personal Data is obtained when the Insured fills up documents; liaises with Chubb or Chubb’s representatives; or gives it to Chubb or Chubb’s representatives in person, over the telephone, through websites or from third parties the Insured has consented to.

Although the Insured is not obliged to provide Chubb with the Insured’s Personal Data, Chubb will not be able to process the Insured’s application for insurance cover or process the Insured claim if the Insured fails to provide all requested information.

The Insured’s Personal Data may be disclosed to Chubb’s related company or any other company carrying on insurance or reinsurance related business, an intermediary, or a claims, investigation or other service provider and to any association, federation or similar organisation of insurance companies that exists or is formed from time to time for the Purpose or to fulfil some legal or regulatory function or is reasonably required in the interest of the insurance industry. In such instances, it will be done in compliance with the PDPA.

Chubb may also disclose the Insured’s Personal Data where such disclosure is required under the law, court orders or pursuant to guidelines issued by regulatory or other relevant authorities, if Chubb reasonably believes that Chubb has a lawful right to disclose the Insured’s Personal Data to any third party or that Chubb would have had the Insured’s consent for such disclosure if the Insured’s had known of the same, and/or if the disclosure is in the public interest.

The Insured’s Personal Data may also be transferred to Chubb’s related companies and third party providers, which may be located outside Malaysia for the Purpose. In the event that Chubb uses external service providers, specific security and confidentiality safeguards have been put in place to ensure the Insured’s privacy rights remain unaffected.

Where the Insured has given Chubb personal data that is of another individual (“Data Subject”), the Insured must ensure that the Insured has informed the Data Subject that the Insured is providing the Data Subject’s personal data to Chubb, and has gotten the Data Subject’s consent to do so. The Insured must explain what is stated here to the Data Subject, and ensure he/she understands, agrees and authorises Chubb to deal with his/her personal data according to what is stated here.

The Insured may make inquiries, complaints, request for access to or correction of the Insured’s Personal Data, or limit the processing of the Insured’s Personal Data at any time hereafter by submitting such request to Chubb at Chubb Insurance Malaysia Berhad (9827-A), Manager, Customer Service Unit, Wisma Chubb, 38 Jalan Sultan Ismail 50250 Kuala Lumpur, Malaysia (Tel: 1800-88-3226 / E-mail: Inquiries.MY@chubb.com).

By continuing to deal with Chubb, the Insured understands, agrees and consents to the terms above with respect to the processing of the Insured’s Personal Data.

The Bahasa Malaysia version of this Personal Data Protection Notice can be found in our website at <http://www.chubb.com/my-privacy>.

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Contact Us

Chubb Insurance Malaysia Berhad
(formerly known as ACE Jerneh
Insurance Berhad) (9827-A)
(Licensed under the Financial Services
Act 2013 and regulated by Bank Negara
Malaysia)

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50250 Kuala Lumpur, Malaysia
O +6 03 2058 3000
F +6 03 2058 3333
www.chubb.com/my

About Chubb in Malaysia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 30,000 people worldwide.

Chubb's operation in Malaysia (Chubb Insurance Malaysia Berhad) provides a comprehensive range of general insurance solutions for large corporates, small and medium-sized businesses, as well as individuals through a multitude of distribution channels. With a strong underwriting culture, the company offers responsive service and market leadership built on financial strength. Chubb in Malaysia has a network of 23 branches and more than 2,500 agents.

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