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DUTY
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Generali Insurance Malaysia Berhad
(formerly known as AXA Affin General Insurance Berhad)
Reg No: 197501002042 (23820-W)

IDEAL-CARE PERSONAL ACCIDENT POLICY

Note: You are requested to read this document carefully and keep it in a safe place. Please contact Us if You need any clarification.

Statement Pursuant to Schedule 9 of the Financial Services Act 2013

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by You between the time of submission of your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between you and us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon We agree pursuant to Section I herein to pay compensation to the Insured Person or in the event of his death pay to his nominee as executor or trustee or assignee as the case may be or according to Paragraph 8, Schedule 10 of the Financial Services Act 2013 (FSA) in the event there is no nomination, and pursuant to Section II herein to indemnify the Insured Person or in the event of his death, the estate of the Insured Person against loss or damage in the manner and to the extent hereinafter provided occurring during the Period of Insurance.

DEFINITIONS

1. **"Accident"** or **"Accidental"** shall mean any sudden or unexpected and violent event on the **Insured Person** part, resulting directly and independently from the action of an external cause other than any intentionally self-inflicted injury.
2. **"Bodily injury"** shall mean Accidental injuries sustained by the **Insured Person** resulting solely, directly and independently of all other causes from an **Accident** and caused by external, violent and visible means and does not include sickness, disease or gradual physical or mental deterioration.
3. **"You/Your"** shall mean the person named on the **Schedule** as Insured.
4. **"Insured Person"** shall mean the person(s) named on the Certificate of Insurance.
5. **"Original Capital Sum Insured"** shall mean the **Capital Sum Insured** under Item 1 of the Table of Compensation selected when this Insurance was first effected.
6. **"Capital Sum Insured"** shall mean the **Original Sum Insured** plus all no claim bonus accrued under this **Policy**, if any.
7. **"Loss of Use"** means permanent and total loss of the use of the limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of **Insured Person** professional or occupational incapacity or disability.
8. **"Total Paralysis"** shall mean total and permanent loss of functional use of all four limbs and trunk arising solely and directly from the **Bodily Injury**, causing permanent damage to the **Insured Person** nervous system which shall completely and permanently prevent the **Insured Person** from engaging in any occupation which the **Insured Person** is capable by reason of education, training or experience, always provided that the disability must commence within six (6) months of the **Accident**, has continued for an uninterrupted period of 365 days, cause the **Insured Person** to be bedridden and be certified to be so by a qualified physician.
9. **"Public Conveyance"** shall mean any land, water or air conveyance operated under a license for the transportation of passengers for hire. Travelling in a public conveyance means as a fare-paying passenger in any public conveyance.
10. **"Period of Insurance"** shall mean the period for which **You** or **Insured Person** are insured.
11. **"Policy"** shall mean **Your** insurance contract which consists of this Policy wording, **Schedule** and any Endorsement.
12. **"Premium"** shall mean any amount **We** require **You** to pay as consideration for the **Policy** and includes the applicable government charges or taxes or duties.

13. "**Schedule**" shall mean the schedule to this **Policy** which is issued to **You** and forms part of this **Policy** and where the benefits and Sum Insured are stated.
14. "**We/Our/Us**" shall mean Generali Insurance Malaysia Berhad

AGE LIMIT

The **Insured Person** must be a Malaysian resident and be between the ages of 16 to 65 years at the inception of this **Policy**.

INSURING AMOUNT AND BENEFITS

ACCIDENTAL DEATH OR PERMANENT DISABLEMENT BENEFIT

If during the **Period of Insurance**, the **Insured Person** shall sustain any **Bodily Injury** caused by **Accidental** means, which within twelve (12) months thereof such injury shall solely and independently of any other cause result in the **Insured Person's** death or disablement, as hereinafter defined, **We** will, subject to the terms exceptions and conditions contained herein or endorsed hereon, pay the compensation as specified in the Schedule and in accordance with the Table of Compensation.

| TABLE OF COMPENSATION | | |
|-----------------------|--|--|
| Item | Event | Percentage of Original Capital Sum Insured |
| 1 | ACCIDENTAL DEATH (occurring within twelve calendar months of the Accident) | 100% |
| 2 | PERMANENT DISABLEMENT (occurring within twelve calendar months of the Accident) | |
| | a. Loss of two limbs | 100% |
| | b. Loss of both hands, or of all fingers and both thumbs | 100% |
| | c. Total Loss of sight of both eyes | 100% |
| | d. Total Paralysis | 100% |
| | e. Loss of arm at shoulder | 100% |
| | f. Loss of arm between shoulder and elbow | 100% |
| | g. Loss of arm at elbow | 100% |
| | h. Loss of arm between elbow and wrist | 100% |
| | i. Loss of hand at wrist | 100% |
| | | |
| 3. | a. Loss of leg - at hip | 100% |
| | - between knee and hip | 100% |
| | - below knee | 100% |
| | b. Eye : Loss of - whole eye | 100% |
| | - all sight in one eye | 100% |
| | - sight of eye except perception of light | 50% |
| | c. Permanent Loss of speech & hearing in both ears | 100% |
| | d. Total Loss of hearing - both ears | 75% |
| | - one ear | 15% |

Always Provided that:-

- (1) Such death or disablement occurs within twelve (12) calendar months immediately after the date of **Accident** causing such death or disablement.
- (2) It is fundamental and absolute term of this **Policy** that under no circumstances will be liable to make any payment in excess of the **Original Capital Sum Insured** or the **Capital Sum Insured** (as the case may be) in respect of any claim (s) under this **Policy**.
- (3) Where the injury is not specified, **We** reserve the right to adopt a percentage of disablement which, in **Our** absolute discretion, is not inconsistent with the provisions of the Table of Compensation.
- (4) Loss means in the case of limbs and digits means loss by physical severance or permanent total **Loss of Use**. Loss of Speech shall mean total inability to communicate verbally.
- (5) The aggregate of all percentages payable in respect of any one **Accident** shall not exceed 100%. In the event of a total of 100% having been paid during the period of this **Policy**, all insurance here under shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date if **Accident** until the expiry of this **Policy**.

- (5) The aggregate of all percentages payable in respect of any one **Accident** shall not exceed 100%. In the event of a total of 100% having been paid during the period of this **Policy**, all insurance here under shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date if **Accident** until the expiry of this **Policy**.

SPECIAL CONDITIONS TO ACCIDENTAL DEATH/PERMANENT DISABLEMENT BENEFIT

1. Notice of injury on which the claim may be based and which is covered by this **Policy**, must be given in writing to **Us** within thirty (30) days after the occurrence. Upon receipt of such notice **We** shall furnish the **Insured Person** with a claim form for the filling of proof of claim.
2. In case of death reasonable notice shall given to **Us** before burial or cremation and **We** may require to be represented at a post-mortem or examination on the **Insured Person's** body. **We** shall have the right and opportunity to make an autopsy at **Our** own expense where it is not forbidden by law. Immediate notice of time and place shall be given to **Us** of any inquest appointed.
3. All certificates, information and evidence required by **Us** shall be furnished by **You** or **Insured Person** the trustee or assignee, as the case may be, as stated in the **Policy** and shall be in such form and of such nature as **We** may prescribe.
4. The compensation under this shall only be payable by **Us** upon sufficient proof in respect of such claim being tendered to **Our** satisfaction by **Insured Person** or such person(s) who is entitled to make a claim under the terms of the **Policy**.
5. **You** or **Insured Person** shall give immediate written notice to **Us** of any change of occupation pursuits habits or any injury disease physical defects or infirmity with which the **Insured Person** has become affected and of which **You** or **Insured Person** have/has become aware and also give notice of any other insurance effected against **Accident** or incapacity whether at the time of inception of **Policy**, during the **Period of Insurance** or at the time of any renewal(s) and/or Period(s) of Insurance thereto.
6. The **Insured Person** shall seek medical treatment immediately upon any **Accident** and act upon and medical or surgical advice as soon as practicable.

MEDICAL EXPENSES BENEFIT

Reimbursement of medical expenses incurred by the **Insured Person** as result of an **Accident** or as a result of the **Insured Person** having contracted dengue fever provided that **Our** maximum liability arising out of any one accident/disability shall not exceed the amount as per the plan selected in the Schedule of Benefit. Medical expenses shall include expenses incurred for hospital (including room and board), clinical, medical and surgical treatment.

DOUBLE INDEMNITY BENEFIT

The compensation under this **Policy** shall be doubled if the **Insured Person** suffers either Death or **Total Paralysis** or permanent total loss / **Loss of Use** of two (2) limbs due to an **Accident** whilst travelling as a fare-paying passenger on any mode of **Public Conveyance**.

DAILY CASH ALLOWANCE BENEFIT

A daily benefit as per the plan selected in the Schedule of Benefit is payable for a period the **Insured Person** is confined in a hospital, provided that the **Insured Person** is hospitalized within twenty one (21) days from the date of the **Accident**, for more than twelve (12) hours for treatment of the **Bodily Injury** resulting from an **Accident**. The maximum payable under this benefit is up to a maximum of thirty (30) days. Successive periods of hospital confinement due to the same cause shall be considered as one **Accident**.

BEREAVEMENT ALLOWANCE BENEFIT

We will pay the amount as per the plan selected in the Schedule of Benefit as a bereavement allowance upon submission of the required documents in the event of the **Insured Person's** death due to **Accident**.

FINANCIAL OBLIGATION BENEFIT

In the event the **Insured Person** suffers either Death or Permanent Disablement due to an **Accident**, **We** will pay this benefit to Parkson Credit Sdn Bhd subject to amount representing the outstanding amount due under the Hire Purchase Agreement between the **Insured Person** and Parkson Credit Sdn Bhd. The Maximum payable under this benefit as per the plan selected in the Schedule of Benefit.

Permanent Disablement under this context would mean the following:

- a) Loss of one or both legs/hands, or
- b) Loss of one or both eyes, or
- c) Total loss or hearing, or
- d) Paralysis

INVOLUNTARY UNEMPLOYMENT BENEFIT

In the event of Involuntary Unemployment of the **Insured Person** during the **Period of Insurance**, **We** will pay Parkson Credit Sdn Bhd for **Insured Person's** Motorcycle Loan Instalment due for each month, for a maximum of six (6) months and up to a maximum amount as per the plan selected in the Schedule of Benefit. A ninety (90) days Waiting Period is applicable from commencement date of the **Period of Insurance** of each respective **Insured Person**.

The Involuntary Unemployment Benefit be not be paid if:

1. The unemployment happens out of the agreement period as stated in the Schedule of Benefit.
2. The **Insured Person** has not been in a full time employment for a continuous period of six (6) months at the time of the **Period of Insurance**.
3. The unemployment is due to voluntary resignation, wilful misconduct, or retirement.
4. The unemployment is due to seasonal nature of the **Insured Person's** employment or contract.
5. The unemployment is due to any disability arising from **Bodily Injury** caused by an **Accident** during the **Period of Insurance**.
6. The termination is due to any injury or ailment related to drug addiction or alcoholism.
7. The termination is due to pre-existing illness or injury.
8. The **Insured Person** is aware of the unemployment at or prior to the **Policy** inception date.
9. The unemployment is due to Strike, Riot, Civil Commotion, War, Invasion or any similar events.

NO CLAIM BONUS BENEFIT

The **Original Capital Sum Insured** under Items 1, 2 and 3 of the Table of Compensation shall automatically increase by Ten percentage (10%) on every subsequent renewal of this **Policy** accepted by **Us**, up to a maximum of Thirty percentage (30%) after 3 consecutive years (not more than 30% increase of the **Original Capital Sum Insured** will accrue in any case) provided that no claim was lodged during the **Period of Insurance** immediately preceding the renewal and each renewal of this **Policy** is for a period of not less than 12 consecutive months.

In the event of a claim under of this **Policy**, the **Capital Sum Insured** upon renewal will revert to the **Original Capital Sum Insured**.

GENERAL EXCLUSIONS

This **Policy** does not cover death or disablement or liability of whatsoever nature whether directly or indirectly arising from or in consequence of the following:-

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, munity, popular uprising.
2. Any act of terrorism. For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. In any action suit or other proceeding where **We** allege that by reason of the provisions of this condition any loss is not covered by this insurance, the burden of proving that such loss is covered shall be upon the **Insured Person**.
3. Nuclear weapons materials, ionizing, radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
4. Insanity, committing or attempting to commit suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
5. Any form of sickness, illness, disease, infection or parasites and/or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
6. Childbirth, miscarriage, pregnancy or any complications thereof;
7. Congenital defect, pre-existing physical or mental defect or infirmity;
8. Provoked murder or assault, wilful exposure to needless peril except in an attempt to save human life;
9. While travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
10. While participating in unlawful activities or committing or attempting to commit any unlawful act;
11. While participating in any professional sports;
12. Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides;

13. Racing (other than on foot), pace-making, speed or reliability trials;
14. Riding/ driving without a valid driving license;
15. Being under the influence of drugs or medication (other than taken under a prescription) by a legally licensed medical practitioner (and not for the treatment of drug addiction).

GENERAL CONDITIONS

This **Policy** and Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

1. Condition Precedent To Liability

The due observance and fulfillment of the terms, conditions and endorsements of this **Policy** in so far as they relate to anything to be done or complied with by **You** or any claimant under this **Policy** shall be conditions precedent to **Our** liability to make any payment under this **Policy**.

2. Notice

Every notice or communication to be given or made under this **Policy** shall be delivered in writing to **Us**.

3. Payment of Benefits

Payment of benefits under this **Policy** shall be made to the **Insured Person** and in the event of the **Insured Person's** death, to **Insured Person** nominee as executor or trustee or assignee as the case may be or according to Schedule 10 of Financial Services Act 2013 in the event there is no nomination.

4. Alterations

We reserve the right to amend the terms and conditions of this **Policy** and such alteration to this **Policy** shall only be valid if authorized by **Us** and endorsed hereon.

5. Absolute Owner of the Policy

We shall unless otherwise expressly provided by endorsement on this **Policy** be entitled to treat **You** as the absolute owner of the **Policy** and shall not be bound to recognize any equitable or other claim to or interest in the **Policy** and the receipt by **Insured Person** (or the nominee, trustee or assignee as the case may be stated in the **Policy**) of insurance monies under this **Policy** shall be a sufficient and an effectual discharge of **Our** obligations.

6. Policy Renewal

It shall not be incumbent on **Us** to give notice of renewal to **You**. The premium for the renewal of this **Policy** shall be deemed to be due on the date on which this **Policy** expires. However, **We** shall remain liable for fourteen (14) days from expiry date of this **Policy** provided that before the expiry of such fourteen (14) days **You** shall formally notify **Us** and/or **Our** agent of **Your** intention to renew the Insurance unless **We** or **You** had given notice that the Insurance would not be renewed.

7. Termination of Insurance

(a) Termination by **You**

If **You** give notice to **Us** to terminate this **Policy**, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. In the event **Premium** has been paid for any period beyond the date of termination of this **Policy**, **Our** short period rates shall apply provided that no claim has been made during the current **Period of Insurance**.

The following scale of short period rates shall apply:

| Period of Insurance | Percentage of Annual Premium to be Charged |
|---------------------|--|
| 2 Months (minimum) | 40% |
| 3 Months | 50% |
| 4 Months | 60% |
| 5 Months | 70% |
| 6 Months | 75% |
| Over 6 Months | 100% |

(b) **Termination by Us**

We may give notice of termination by registered post to **You** at **Your** last known address. Such termination shall become effective seven (7) days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this **Policy** the pro-rata premium shall be refunded to **You** provided that no claim has been made during the current **Period of Insurance**.

(c) **Automatic Termination**

This **Policy** shall lapse/ terminate at mid-night (standard Malaysian time) on the last day of the **Period of Insurance**.

8. **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 (2) Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by 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 **Us**. If **We** 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 intents and purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. **Applicable Law**

This **Policy**, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the law of Malaysia Courts shall have exclusive jurisdiction hereto.

10. **Premium Warranty**

It is a fundamental and absolute Special Condition of this contract of insurance that the **Premium** due must be paid and received by **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 they have been on risk.

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

11. **Duty of Disclosure**

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of Insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell us immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

If **You** do not fully and faithfully provide this information, the insurance may not be valid or the **Policy** may not cover **You** fully.

12. **Duty of Disclosure during this Insurance**

During this insurance **You** are required to immediately inform **Us** of any changes in **Your** occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may:

- i) require **You** to pay an additional premium for the increase risk, or
- ii) make changes to the terms and conditions of this Policy, or
- iii) leave the Policy terms, conditions and premium unaltered

You will only be covered for any increased risk if agreed in writing by **Us**.

EXTENSION / CLAUSES

MOTORCYCLING CLAUSE

It is hereby declared and agreed that the insurance by this **Policy** is extended to cover **Insured Person** against Death or Permanent Disablement as herein defined arising out of or resulting from motorcycling as a rider (excluding riding without a valid driving licence) or pillion rider.

ACCIDENTAL GAS INHALATION, SUFFOCATION, DROWNING, FOOD & DRINKS POISONING ENDORSEMENT

It is hereby declared and agreed that the insurance by 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, Suffocation, Drowning, Food & Drink Poisoning and other similar misfortune with or without any sign of external or violent visible injury.

UNPROVOKED MURDER, ASSAULT OR ANY ATTEMPT THREAT CLAUSE

It is hereby declared and agreed that this **Policy** is extended to cover the risk of Murder, Assault or any attempt threat but in no event shall this extension be operative if it is provoked by **Insured Person**.

INTOXICATION EXTENSION CLAUSE

It is hereby declared and agreed that this **Policy** is extended to cover against Death or Permanent Disablement sustained by **Insured Person** due to intoxication or intemperance of drink.

Subject otherwise to the terms exceptions and conditions of this **Policy**.

HIJACKING ENDORSEMENT

Subject otherwise to the terms, conditions and exceptions of the **Policy**, it is hereby declared and agreed that the **Policy** is hereby extended to cover **Bodily Injury** arising from hijacking of any land/sea /air conveyance in which the **Insured Person** is travelling as a fare-paying passenger.

HARMFUL INSECTS, SNAKE & ANIMALS BITES CLAUSE

It is hereby declared and agreed that this **Policy** is extended to cover **Insured Person** herein in respect of **Bodily Injury** sustained due to harmful insect bites and/or snake bites and/or animal bites.

Provided however such extension shall exclude mosquito bites, bug bites and/or diseases introduced by any vector.

DENGUE RECUPERATION CLAUSE

If during the **Period of Insurance** the **Insured Person** is granted medical leave to rest at home following a dengue treatment, **We** will pay a lump sum of RM500 as a recuperating allowance provided always that the medical leave was issued by the attending Physician where the dengue treatment was sought.

DEATH DUE TO DENGUE FEVER

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** herein in respect of death due to dengue.

AMATEUR SPORTS CLAUSE

It is hereby declared and agreed that notwithstanding herein contained to the contrary the benefits provided by this insurance are payable in the event of Death or Permanent Disablement arising whilst the **Insured Person** is engaged in Polo Playing, Winter Sports, Water Sports such as Water Skiing, Surfing and Snorkelling, Scuba Diving but excluding underwater activities exceeding fifty (50) meters in depth as amateur only.

DISAPPEARANCE CLAUSE

We shall pay the death compensation if during the **Period of Insurance**, the **Insured Person** disappears following an **Accident** involving aircraft or at sea or in a natural calamity and the **Insured Person's** body is not found within one (1) year after its disappearance and sufficient evidence is produced to **Our** satisfaction that leads **Us** inevitably to the conclusion that **You** died as a result of an event within the scope of this **Policy**. However, if at any time after payment has been made the **Insured Person** is found to be living, any sums paid by **Us** in settlement of claim shall be refunded to **Us**.

EXPOSURE CLAUSE

It is hereby declared and agreed that in the event of the **Insured Person** after having sustained **Accidental** injury from events insured within the scope of this **Policy** be exposed to the elements of nature resulting in death, **We** shall agree to compensate the **Insured Person** subject to the terms, exclusions and conditions of the **Policy**.

It is further declared and agreed that in the event of such claims for compensation, a properly constituted judicial body of inquiry shall first affirm that the **Insured Person** has died of such exposure after having sustained **Accidental** Injury arising from an insured event.

STRIKE, RIOT AND CIVIL COMMOTION

It is hereby agreed and understood that this **Policy** is extended to cover Death or Permanent Disablement to the **Insured Person** arising from Strike, Riot and Civil Commotion caused directly by:-

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

Provided that in connection with this extension the **Insured Person** shall sustain **Bodily Injury** as defined in this **Policy** whilst as an innocent by-stander and not as a result of active participation in such strike, resistance to lock-out, riot and civil commotion.

SANCTION LIMITATION AND EXCLUSION

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PRIVACY NOTICE

Dear Customers,

This privacy notice for personal data ("Privacy Notice") is issued to all customers of MPI Generali Insurans Berhad (which includes all its related and/or associated companies) ("Company", "we", "us" or "our"), pursuant to the statutory requirements of the Personal Data Protection Act 2010 ("PDPA").

During your course of dealings with us, we will collect and process your personal data for purposes, including, to communicate with you, provide products and/or services to you, administer and give effect to your commercial transactions with us, respond to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by us and selected third parties, identify you (including publishing your name and photograph) when you become a winner in a contest or competition and/or participate in any events/activities organized by us and other purposes required to operate and maintain our business as set out in our Privacy Policy (collectively referred to as "Purposes").

We will not disclose any of your personal data to any third party without your consent except to the Company's group of companies (including the Company's related and/or associated companies), our professional advisers, vendors, suppliers, agents, contractors, service providers, business partners, insurance companies, banks and/or financial institutions, within or outside Malaysia, where necessary, for the Purposes mentioned above, to any party who undertakes to keep your personal data confidential, to any person as set out in our Privacy Policy, or to whom we are compelled or required under the law to disclose to. A copy of our Privacy Policy is available on our website at <http://www.mpigenerali.com>

It is necessary for us to collect and process your personal data. If you do not provide us with your personal data, or do not consent to this Privacy Notice, we will not be able to effectively provide products and/or services to you or process your personal data for any of the Purposes, if at all.

We are committed to ensuring that your personal data is stored securely. You have the right to request for access to, request for a copy of and request to update or correct, your personal data held by us. You also have the right at any time to request us to limit the processing and use of your personal data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes), subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.

| | |
|--|---|
| Your written requests or queries should be addressed to: | For data access requests, please direct your request to the following address: |
| Manager, Customer Service Department MPI Generali Insurans Berhad 8th Floor, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur Contact No.: +603 2034 9888 Email Address: generalenquiries@mpigenerali.com | Legal and Compliance Department MPI Generali Insurans Berhad 8th Floor, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur Contact No.: +603 2034 9888 Email Address: lcd_pdpa@mpigenerali.com |

By providing your personal data to us, you consent to us processing your personal data in accordance with this Privacy Notice, and you confirm that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data.

To the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents (if you are an individual), directors, shareholders, employees, representatives, agents (if you are a corporate entity/an organization) and/or other individuals, you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

In respect of minors (i.e. individuals under 18 years of age) or individuals not legally competent to give consent, you confirm that you are the parent or guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

We reserve the right to update and amend this Privacy Notice or our Privacy Policy from time to time. We will notify you of any amendments to this Privacy Notice or our Privacy Policy via announcements on our website or other appropriate means. If we amend this Privacy Notice or our Privacy Policy, the amendment will only apply to personal data collected after we have posted the revised Privacy Notice or Privacy Policy.

In accordance with Section 7(3) of the PDPA, this Privacy Notice is issued in both English and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and the Bahasa Malaysia version, the English version shall prevail.

NOTIS PRIVASI

Kepada Pelanggan-Pelanggan,

Notis privasi untuk data peribadi ini ("**Notis Privasi**") diberikan kepada semua pelanggan MPI Generali Insurans Berhad (termasuk semua syarikat berkaitan dan/atau syarikat bersekutu) ("**Syarikat**", "**kita**" atau "**kami**"), selaras dengan obligasi statutori di bawah Akta Perlindungan Data Peribadi 2010 ("**PDPA**").

Sepanjang masa urusan anda dengan kami, kami akan mengumpul dan memproses data peribadi anda untuk tujuan berkomunikasi dengan anda, memberi produk dan/atau perkhidmatan kepada anda, mentadbir dan memberi kesan kepada transaksi komersial anda dengan kami, memberi maklum balas terhadap pertanyaan atau aduan anda, memberi anda maklumat terkini mengenai produk, perkhidmatan dan/atau promosi yang ditawarkan oleh kami dan pihak ketiga yang terpilih, mengenal pasti anda (termasuk menyiarkan nama dan gambar anda) sekiranya anda menang dalam peraduan atau pertandingan dan/atau semasa anda menyertai acara/aktiviti yang dianjurkan oleh kami, serta tujuan-tujuan lain yang kami perlukan untuk mengendalikan dan mengekalkan perniagaan kami sepertimana yang tertera dalam Polisi Privasi kami (secara kolektifnya dirujuk sebagai "**Tujuan-Tujuan**").

Kami tidak akan mendedahkan apa-apa data peribadi anda kepada mana-mana pihak ketiga tanpa kebenaran anda kecuali kepada syarikat-syarikat di dalam kumpulan Syarikat (termasuk syarikat berkaitan dan/atau syarikat bersekutu kami), penasihat profesional, ejen, vendor, pembekal, kontraktor, pembekal perkhidmatan, rakan kongsi perniagaan, syarikat insurans, bank dan/atau institusi kewangan, di dalam atau di luar Malaysia, jikalau perlu, bagi Tujuan-Tujuan yang disebut di atas, kepada mana-mana pihak yang berjanji untuk menyimpan data peribadi anda secara sulit, kepada mana-mana pihak sepertimana yang tertera dalam Polisi Privasi kami, atau sekiranya diperlukan di bawah undang-undang. Sesalinan Polisi Privasi kami boleh didapati di laman web kami di <http://www.mpigenerali.com>

Kami perlu mengumpul dan menyimpan data peribadi anda. Sekiranya anda tidak memberikan data peribadi anda kepada kami, atau tidak bersetuju dengan Notis Privasi ini, kami mungkin tidak dapat memberikan produk dan/atau perkhidmatan secara efektif kepada anda atau memproses data peribadi anda bagi Tujuan-Tujuan yang disebut di atas.

Kami akan memastikan data peribadi anda disimpan dengan selamat. Anda mempunyai hak untuk meminta akses kepada, mendapat salinan, mengemaskini atau memperbetulkan data peribadi anda yang disimpan oleh kami. Anda juga mempunyai hak untuk meminta kami menghadkan pemprosesan dan penggunaan data peribadi anda pada bila-bila masa (contohnya, meminta kami berhenti menghantar iklan atau promosi kepada anda untuk tujuan pemasaran). Walaubagaimana pun, kami mempunyai hak untuk bergantung kepada mana-mana pengecualian dalam mengumpul, mengguna dan mendedah data peribadi anda.

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| Permintaan atau pertanyaan bertulis anda perlu disampaikan ke alamat di bawah: | Permintaan berkenaan akses data peribadi anda perlu disampaikan ke alamat di bawah: |
| Pengurus, Jabatan Khidmat Pelanggan MPI Generali Insurans Berhad Tingkat 8, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur No. Talipon: +603 2034 9888 Emel: generalenquiries@mpigenerali.com | Jabatan Perundangan dan Pematuhan MPI Generali Insurans Berhad Tingkat 8, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur No. Talipon: +603 2034 9888 Emel: lcd_pdpa@mpigenerali.com |

Dengan memberikan data peribadi anda kepada kami, anda bersetuju untuk kami memproses data peribadi anda sepertimana yang tertera dalam Notis Privasi ini, dan anda mengesahkan bahawa semua data peribadi yang diberikan oleh anda adalah betul dan lengkap, dan tiada data peribadi yang mengelirukan atau yang belum dikemaskinikan. Anda mesti, dengan segera, mengemaskini data peribadi anda sekiranya terdapat apa-apa perubahan kepada data peribadi yang anda beri kepada kami.

Setakat mana yang anda telah memberikan (atau akan memberikan) data peribadi tentang ahli keluarga, pasangan, tanggungan anda (jikalau anda ialah seorang individu), pengarah, pemegang saham, wakil, ejen (jikalau anda ialah sebuah entiti korporat/organisasi) dan/atau individu lain, anda mengesahkan bahawa anda telah menjelaskan (atau akan menjelaskan) kepada mereka bahawa data peribadi mereka akan didedahkan kepada, dan akan diproses oleh, kami dan anda menyata dan menjamin bahawa anda telah diberi kuasa untuk mendedahkan data peribadi mereka kepada kami dan anda telah memperolehi persetujuan daripada mereka berkenaan dengan pemprosesan (termasuk pendedahan dan pemindahan) data peribadi mereka sepertimana yang tertera dalam Notis Privasi ini.

Berkenaan dengan individu yang belum mencapai usia dewasa (iaitu individu di bawah umur 18 tahun) atau individu yang tidak mempunyai kompeten untuk memberi persetujuan, anda mengesahkan bahawa anda ialah ibu bapa atau penjaga atau orang yang mempunyai kewajipan terhadap mereka atau orang yang dilantik oleh mahkamah untuk menguruskan urusan mereka atau mereka telah melantik anda untuk mewakili mereka, untuk memberi persetujuan bagi pihak mereka berkenaan dengan pemprosesan (termasuk pendedahan dan pemindahan) data peribadi mereka sepertimana yang tertera dalam Notis Privasi ini.

Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa. Sebarang perubahan atau pemindahan kepada Notis Privasi ini atau Polisi Privasi kami akan dimaklumkan melalui pengumuman di laman web kami atau melalui cara yang bersesuaian. Jika kami meminda Notis Privasi ini atau Polisi Privasi kami, pindaan itu hanya akan berkuat-kuasa untuk data peribadi yang dikumpul selepas kami memaparkan Notis Privasi atau Polisi Privasi kami yang terpinja.

Mengikut Seksyen 7(3) PDPA, Notis Privasi ini diterbitkan dalam Bahasa Inggeris dan Bahasa Malaysia. Sekiranya terdapat sebarang ketidakseragaman atau percanggahan di antara versi Bahasa Inggeris dan Bahasa Malaysia, versi Bahasa Inggeris akan digunakan.