

## DRIVER AND PASSENGERS' PERSONAL ACCIDENT POLICY

**WHEREAS** the Insured by a written proposal and declaration furnished by the Insured for the purpose of obtaining this insurance and which shall be the basis of this Contract and is deemed to be incorporated therein has applied to **KURNIA INSURANS (M) BHD.** (hereinafter called "**the Company**") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule in accordance with the laws of Malaysia as consideration for such insurance afforded in respect of such injuries applies only while the driver and/or passenger, with the permission of the named Insured is driving or riding as a passenger boarding or alighting from the vehicle named in the policy.

### PART I - BENEFITS

The insurance afforded is only in respect of injuries which, directly and independently of all other causes, resulted in medical expenses, death, or disablement, are stated hereunder, within the time limits indicated, but only against the benefits as are specifically indicated hereunder.

Item	Benefits	Plan A	Plan A1	Plan B	Plan C	Plan D	Plan E
A	Accidental Death	10,000	15,000	20,000	30,000	40,000	50,000
B	Permanent Disablement	10,000	15,000	20,000	30,000	40,000	50,000
C	Medical Expenses	500	750	1,000	1,500	2,000	2,500
D	Corrective Dental & Cosmetic Surgery	1,000	1000	1,000	1,000	1,000	1,000
E	Bereavement Allowance	500	500	500	500	500	500

#### A. ACCIDENTAL DEATH

When injury results in loss of life of the driver and/or passengers of the named vehicle within one hundred and eighty (180) days after the date of the accident the Company will pay the sum insured by Benefit A of the Table of Benefits according to the plan selected per person.

#### B. PERMANENT DISABLEMENT

When injury does not result in loss of life of the driver and/or passengers of the named vehicle within one hundred and eighty (180) days after the occurrence of the accident but does result in any of the following losses within the said one hundred and eighty (180) days, the Company will pay for loss of the following according to plan selected.

#### COMPENSATION

Both Hands or Both Feet or Sight of Both Eyes	100%	OF SUM INSURED OF BENEFIT B IN THE TABLE OF BENEFIT
One Hand and One Foot	100%	
Either Hand or Foot and Sight of One Eye	100%	
Either Hand or Foot	50%	
Sight of One Eye	50%	

"Loss" as above used with reference to hand or foot means the permanent total Loss of use of an entire leg or foot, arm or hand and as used with reference to eyes, means the entire and irrecoverable loss of sight. The occurrence of any specific loss for which indemnity is payable under this benefit shall at once terminate all insurance under this policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss. No indemnity will be paid under any circumstances for more than one of the losses, the maximum amount, for which provision is made in this benefit.

NOTE: Benefit A and B are extended to cover the Policyholder 24 hours a day worldwide irrespective of whether he or she is in the named vehicle or not.

#### C. MEDICAL EXPENSES

When by reason of injury, the Insured shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred within fifty two (52) weeks from the date of accident for such treatment, hospital charges and nurses fees, but not to exceed the sum insured by Benefit C of the Table of Benefits.

#### D. CORRECTIVE DENTAL & COSMETIC SURGERY

Corrective Dental and Cosmetic Surgery is payable if it is recommended and performed by a licensed Orthodontist or Cosmetic Surgeon under an accidental bodily injury. This benefit shall be limited to the actual expenses reasonably incurred for such treatment and provided surgical operation is performed within six (6) months from the date of accident, but not to exceed the sum insured by Benefit D of the Table of Benefits.

#### E. BEREAVEMENT ALLOWANCE

Bereavement Allowance is payable up to the sum insured by Benefit E of the Table of Benefits to the Insured's next of kin or legal representative upon valid claims under Benefit A-Accidental Death.

### PART II - SPECIAL PROVISIONS

In the event that the actual number of passengers exceed the number stated in the Schedule of the policy, the Company's Limit of Liability per person under Part I will be reduced by the ratio of the actual number of passengers to that of the number of passengers declared.

The limitation shall not apply to the driver.

Passengers aged between 3 and 15 are entitled to 50% of all the benefits provided under Part I.

### PART III- EXCLUSIONS

This insurance shall not cover:-

- to loss caused directly or indirectly, wholly or partly
  - by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - by any other kind of disease;
  - by medical or surgical treatment (except such as may be necessary as result of injuries covered by this policy and performed within the time provided in the policy);
  - by childbirth or miscarriage;
  - while the driver is under the influence of alcohol or narcotic;
  - while the vehicle is used for illegal business pursuit or as an unlicensed common carrier.
- to any bodily injury which shall result in hernia.
- to suicide or any attempt thereof (sane or insane).
- to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The insured shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above exception, circumstances or causes.

- to loss occasioned while the vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with motor trade.
- if the driver does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia or Singapore Road Transport Act.
- to person under the age of 3 and over the age of 90.
- death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

### PART IV - CONDITIONS

- CHANGES IN POLICY.** This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance not included herein shall avoid the policy or be used in any legal proceeding hereunder. No agent has authority to change this policy or to waive any of its provision. No change in this policy shall be valid unless approved by an authorised officer of the Company and such approval be endorsed hereon.
- TIME OF NOTICE OF CLAIM.** Written notice of injury on which claim may be based must be given to the Company within fourteen days after the date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to the Company.
- SUFFICIENCY OF NOTICE.** Such notice by or on behalf of the Insured, as the case may be, given to the Company with particulars sufficient to identify the Insured shall be deemed to be notice to the Company. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.
- MEDICAL EXAMINATION.** The Company shall have the right and opportunity to examine the Insured Person as often as may reasonably be required during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
- CLAIMS THROUGH THE INSURED.** All claims hereunder shall be submitted through the Insured to the Company.
- CANCELLATION BY THE INSURED.** If the Insured shall at any time cancel the vehicle registration or transfer the car which is specified in the policy, the Company upon written request of the Insured, and surrender of the original policy, will cancel the same and will return to the Insured the unearned premium. However, the earned premium shall be computed in accordance with the Company's short period rates at the time of cancellation.
- CANCELLATION.** The Company may cancel this policy at any time by giving 14 days written notice delivered to the Insured or mailed to his last known address as shown by the records of the Company stating when thereafter such cancellation shall be effective. In the event of such cancellation, the Company will return the pro rata unearned portion of any premium actually paid by the Insured. Such cancellation shall be without prejudice to any claim originating prior thereto.
- DEFINITIONS.** Wherever in this policy the word 'Company' is used, it shall mean the Company issuing it, and wherever the word 'Insured' is used, it shall mean the Proposer named in the proposal form. Wherever the word 'Injuries' is used, it shall mean bodily injuries sustained, arising from causes as described in the insuring clause.
- COMPLIANCE WITH POLICY CONDITIONS.** Failure to comply with any of the conditions contained in this policy shall invalidate all claims hereunder.
- ARBITRATION.** If any dispute shall arise as to the amount of the Company's liability under this Policy, the matter shall, if required by either party, be referred to the decision of two neutral persons, as Arbitrators, one of whom shall be named by each party, or of an Umpire who shall be appointed by said Arbitrators before entering on the reference; and in case either party or his legal representatives shall neglect or refuse, for the space of two months after request in writing from the other party so to do, to name an Arbitrator, the Arbitrator of the other party may proceed alone. And it is hereby expressly agreed and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrator or Umpire of the amount of the loss or damage shall first be obtained. The costs of and connected with the arbitrator shall be in the discretion of the Arbitrator, Arbitrator or Umpire.
- The Indemnity expressed in this Policy shall not apply to or include:-
  - Compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
  - Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

#### ETC-EXCLUSION OF TERRORISM COVER

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism.

For this purpose, an act of terrorism means an act 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.

#### IMPORTANT NOTICE

- The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
- Insured who is not satisfied with the course of the action or decision of the Company, may seek redress or assistance with the Financial Mediation Bureau or alternatively to approach Bank Negara Malaysia's Jabatan Konsumer dan Amalan Pasaran (Consumer and Market Conduct Department), addressed below:
 

a) Financial Mediation Bureau (FMB) Level 25, Dataran Kwangwan Darul Takafal No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel : 03 2272 2811 Fax :03 2274 5752	b) Jabatan Konsumer dan Amalan Pasaran Bank Negara Malaysia Jalan Dato' Onn 50480 Kuala Lumpur Tel : 03 2698 8044 Fax : 03 2693 4051
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