

**STAMP  
DUTY  
PAID**

## FLEXI TRANSIT PROTECTION MASTER POLICY

This is **Your** Flexi Transit Protection Master **Policy**. Please read it carefully and if **You** find any information contained herein as incorrect, immediately return it to **Us** for correction.

**Your Policy** comprises this document and any **Endorsement**. They should be read as one document and any word or expression which has a particular meaning shall have the same meaning wherever it may appear throughout the **Policy**.

The written proposal and the declaration submitted by **You** and/or the **Insured Person** shall form the contract of this insurance. The conditions appearing in this **Policy** or in any **Endorsement** are part of this contract and must be complied with by **You** and/or the **Insured Person** before **We** pay a claim.

Our Agreement

### STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

A 'consumer insurance contract' is a contract of insurance entered into, varied or renewed by an individual wholly for purposes unrelated to **Your** trade, business or profession.

Consumer Insurance Contract (Insurance wholly for purpose unrelated to **Your** trade, business or profession)

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

If **You** and/or the **Insured Person** are required by **Us**, before this **Policy** is renewed or varied, to answer questions or if **You** and/or the **Insured Person** are required to confirm or amend any matter previously disclosed by **You** and/or the **Insured Person** to **Us** in relation to this **Policy**, it is **Your** and/or the **Insured Person's** duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

**You** and/or the **Insured Person** must inform **Us** of any change to the information given to **Us** in **Your** and/or the **Insured Person's** answers or in respect of any matter previously disclosed to **Us** in relation to this **Policy** if such changes had taken place after **You** and/or the **Insured Person** have/has submitted the application for renewal or variation but before this **Policy** is renewed or varied.

This **Policy** reflects the terms and conditions of this contract of insurance.

A 'non-consumer insurance contract' is a contract of insurance other than a consumer insurance contract.

Non - Consumer Insurance Contract (Insurance for purposes related to **Your** trade, business or profession)

This **Policy** is issued in consideration of the payment of premium and pursuant to the answers given in **Your** and/or the **Insured Person's** Proposal Form (or when **You** and/or the **Insured Person** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** and/or the **Insured Person's** Proposal Form (or when **You** and/or the **Insured Person** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** and/or the **Insured Person** shall form part of this contract of insurance. In the event of any pre-contractual misrepresentation made in relation to **Your** and/or the **Insured Person's** answers or in any disclosures made by **You** and/or the **Insured Person**, it may result in avoidance of **Your** contract of insurance and/or the **Insured Person's** coverage under this contract of insurance, refusal or reduction of **Your** and/or the **Insured Person's** claim(s), change of terms or termination of **Your** contract of insurance and/or **Insured Person's** coverage under this

contract of insurance.

If **You** and/or the **Insured Person** are required by **Us**, before this **Policy** is renewed or varied, to answer questions or if **You** and/or the **Insured Person** are required to confirm or amend any matter previously disclosed by **You** and/or the **Insured Person** to **Us** in relation to this **Policy**, it is **Your** and/or the **Insured Person** duty not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You and/or the **Insured Person** must inform **Us** of any change to the information given to **Us** in **Your** and/or the **Insured Person's** answers or in respect of any matter previously disclosed to **Us** in relation to this **Policy** if such changes had taken place after **You** and/or the **Insured Person** have/has submitted the application for renewal or variation but before this **Policy** is renewed or varied.

This **Policy** reflects the terms and conditions of the contract of insurance.

## DEFINITION

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

“**Accident**” shall mean a sudden, unforeseen and fortuitous external event happening during the **Period of Insurance** within Malaysia.

“**Accidental Death**” shall mean any death that is due to an **Accident** and not from any natural causes.

“**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 causes illness and/or death in humans, animals or plants.

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

“**Effective Date of Insurance**” refers to such date and time as notified to the **Insured Person** by email or as stipulated in the Insured Person's **Flexi Parking App**, from which the cover under this **Policy** has become effective in respect of the said **Insured Person**.

“**Endorsement**” shall mean any alteration made to this **Policy** that has been agreed by **Us** in writing.

“**Flexi Parking App**” shall mean the digital wallet software application named Flexi Parking or such other name as may be determined from time to time available on electronic device or as an online service that allows an individual to make electronic transactions

“**Hospital**” shall mean an establishment lawfully constituted and registered as a **Hospital** for the care and treatment of sick and injured persons, and which:

- (a) has facilities for diagnosis and major surgery;
- (b) provides a twenty-four (24) hours daily nursing service by registered and graduate nurses;
- (c) is under the supervision of one or more **Physicians**; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescence home or a home for the aged or similar establishments.

“**Injury**” shall mean bodily injury which is caused solely and directly by an **Accident**, and independent of any other cause and excludes sickness, disease or any naturally occurring condition or degenerative disease.

“**Insured Person**” shall mean the **Flexi Parking App** user who is eligible to participate in this **Policy** and who fulfils the eligibility requirements and declared by **You** to **Us** as the subject of this insurance.

“**Limb**” shall mean the entire limb between the shoulder and the wrist or between the hip and the ankle.

“**Loss**” as used in reference to **Limb** shall mean physical severance or total and irrecoverable **Loss of use**.

“**Loss of hearing**” shall mean total and irrecoverable loss of hearing, which is medically certified as beyond remedy by surgical or other treatment.

**“Loss of Limb”** shall mean permanent physical severance or permanent total **Loss of use** of the **Limb, which** is caused by **Injury**.

**“Loss of sight of eye”** shall mean the total and irrecoverable loss of sight of the eye, which is medically certified as beyond remedy by surgical or other treatment.

**“Loss of speech”** shall mean total and permanent inability to communicate verbally which is medically certified as beyond remedy by surgical or other treatment.

**“Loss of use”** shall mean 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 professional or occupational incapacity or disability in the **Insured Person**.

**“Medical Expenses”** shall mean expenses paid by the **Insured Person** to a **Medical Practitioner**, medical clinic, nurse, **Hospital** and/or ambulance services for medical, surgical, X-ray, **Hospital** or nursing treatment including the cost of medical supplies and ambulance hire and cost of medical dental treatment due to **Accident**. All treatment including specialist treatment must be prescribed or referred by a **Medical Practitioner, Surgeon** or **Physician** in order for expenses to be reimbursed.

**“Medical Practitioner”** or **“Physician”** or **“Surgeon”** shall mean a person qualified by a degree in western medicine and legally registered to practice western medicine in the geographical area of practice, and who also possesses a current Annual Practising Certificate issued by the Malaysian Medical Council.

**“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 Insurance** by any person or group(s) of persons, whether 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.

**“Period of Insurance”** shall mean period from the **Effective Date of Insurance**. No coverage will apply if it exceeds the stipulated period.

**“Permanent Disablement”** shall mean an **Injury** which:

- (a) falls into any of the injuries listed under Benefit (2) in the Scale of Compensation payable in percentage; and
- (b) where applicable, has lasted for a continuous period of three hundred and sixty-five (365) days from the date of the **Accident** with no hope of improvement at the end of that period.

**“Personal Effects”** shall mean clothing, bags which includes sling bag, backpack, handbag and purse / wallet, jewelry, watch, cosmetics bag including its content, camera, house keys, shoes, hat, head scarf, scarf, eye glasses, sun glasses worn on or with the Insured Person

**“Pre-existing Illness”** shall mean an illness, which has been diagnosed or presents symptoms, which would have required medical treatment prior to the **Effective Date of Insurance** of the **Insured Person**, irrespective of whether treatment was actually received.

**“Policy”** shall mean this policy wording and any other documents that may be subsequently issued to the **Policyholder** and which **We** advise as forming part of the **Policy**.

**“Policyholder”** shall mean Leading Innovative Technologies & Systems Sdn. Bhd (Company No. 201601041597 (1212539-X))

**“Public Transport”** shall mean buses, passenger trains, light rail, monorail, and rapid transit, which is duly licensed for the regular transportation of fare-paying passengers by operating only on fixed and established route as part of a scheduled and regular transportation services, but shall exclude any hired or rental bus or any conveyance operated for the purpose of amusement or entertainment.

**“Snatch Theft or Attempted Snatch Theft”** shall mean the act of forceful stealing or attempt thereof, from the Insured Person of his/her Personal Effects. For the purpose of this **Policy, Snatch Theft or Attempted Snatch Theft** includes snatch grab, a situation where the **Insured Person’s Personal Effects** are grabbed or attempted to be grabbed, from the

## Insured Person.

“**Sum Insured**” shall mean the amount payable for **Accidental Death, Permanent Disablement, Medical Expenses or Loss of Personal Effect** as specified in the Schedule of Benefits.

“**Terrorism**” shall mean an act or acts, of any person, or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorism** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of **Terrorism** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). For the avoidance of doubt, **Terrorism** excludes any **Nuclear, chemical or biological terrorism**.

“**Trip**” shall mean a journey made by the Insured Person during the Period of Insurance by using Public Transport.

“**Use of any Nuclear Weapon**” shall mean the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

“**We/Us/Our/The Company**” shall mean Great Eastern General Insurance (Malaysia) Berhad (Company No. (198301007025 (102249-P)) a company incorporated in Malaysia, registered under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

“**You/Your/Insured**” shall mean the **Policyholder**.

## ELIGIBILITY

The Insured Person must fulfill the following eligibility requirements:

- (a) Aged not less than eighteen (18) years old and not more than sixty-five (65) years old;
- (b) A Malaysian citizen or a foreigner legally residing in Malaysia; and
- (c) A registered **Flexi Parking App** user as declared by the **Policyholder** to the **Company**.

## SCOPE AND LIMITS OF COVER

### Termination of Coverage

An insurance coverage in respect of an **Insured Person** under this **Policy** shall automatically cease when any of the following events takes place: -

- (a) When Benefit (1) or (2) becomes payable under this **Policy**;
- (b) Upon cancellation of the coverage by the **Insured Person** to **Us** in writing;
- (c) Upon expiry of a **Period of Insurance**;
- (d) When the **Insured Person** ceases to satisfy the eligibility requirements as set out herein; or
- (e) When this **Policy** is terminated in accordance with the terms and conditions of this **Policy**.

## SCHEDULE OF BENEFITS

No	Benefits	Plan 1
1	Accidental Death*	RM20,000
2	Permanent Disablement*	RM20,000
3	Medical expenses*	Up to RM2,000
4	Loss of Personal Effects ( <i>due to <b>Snatch Theft or Attempted Snatch Theft</b></i> )	Up to RM500

\* Benefits (1), (2) and (3), whichever is applicable, is payable due to Injury sustained by the Insured Person while travelling and/or boarding and/or alighting from a Public Transport.

#### **Benefit (1) - Accidental Death**

We will pay the **Sum Insured** as stipulated in the Schedule of Benefits in one lump sum payment if, during the **Period of Insurance**, an **Insured Person** sustains an **Injury** while travelling and/or boarding and /or alighting from a **Public Transport** which results in **Accidental Death** within three hundred and sixty-five (365) days from the date of **Accident**.

#### **Benefit (2) - Permanent Disablement**

We will pay the **Sum Insured** as stipulated in the Schedule of Benefits in one lump sum payment if, during the **Period of Insurance**, an **Insured Person** sustains an **Injury** while travelling and /or boarding and/or alighting from a **Public Transport** which results in **Permanent Disablement** within three hundred and sixty-five (365) days from the date of **Accident**.

The benefits payable are as described in the Scale of Compensation below.

<b>Description</b>	<b>Percentage (%) of Compensation Amount Shown in the Schedule of Benefits</b>
Loss of sight of both eyes	100%
Loss of two limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Loss of speech and hearing	100%
Loss of sight of both eyes	100%
Loss of hearing of both ears	100%
Loss of speech	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm between elbow and wrist	100%
Loss of arm at wrist	100%
Loss of leg at hip	100%
Loss of leg between knee and hip	100%
Loss of leg below knee	100%

#### **Benefit (3) - Medical Expenses**

We will, subject to presentation of the original medical bills, reimburse the actual cost of Medical Expenses necessarily and reasonably incurred and expended by an **Insured Person** for an **Injury** sustained while travelling and/or boarding and/or alighting from the **Public Transport**, up to the maximum limit of RM2,000 for each Insured Person for any one **Period of Insurance**.

#### **Benefit (4) – Loss of Personal Effects**

In the event of the **Insured Person's** loss of Personal Effects due to **Snatch Theft or Attempted Snatch Theft**, We will, at our option,

- (a) Pay the expenses necessarily incurred by the **Insured Person** for the replacement of his/her personal identity card, driver's license, passport, credit cards and/or bank cards; and
- (b) Pay the reasonable cost of repairing or expenses incurred for the loss of items defined as **Personal Effects** in this **Policy**.

The maximum amount payable for any **Loss of Personal Effects** due to **Snatch Theft or Attempted Snatch Theft** is up to RM500 per incident for each **Insured Person**.

This benefit payable is subject to the following conditions:

- (a) Police report must be made within twenty-four (24) hours of the occurrence of the **Snatch Theft or Attempted Snatch Theft** and to be submitted with the **Insured Person's** claim.
- (b) The original receipts to the claimed items

In addition to the general exclusions under this Policy, Benefit 4 excludes the following:

- (a) Loss as a result of pick-pocketing;
- (b) Cash, cheque(s), transportation tickets;
- (c) Loss due to any fraudulent, dishonest or criminal act committed by the **Insured Person**, persons known to the **Insured Person** or the **Insured Person's** family members, whether acting alone or in collusion with others;
- (d) Loss that are caused by any event other than **Snatch Theft or Attempted Snatch Theft**, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
- (e) Fraud transactions made on your credit cards / bank cards

For the avoidance of doubt, Benefit 4 covers only one (1) **incident** in relation to **Snatch Theft or Attempted Snatch Theft** per any given **Period of Insurance**. The **Insured Person** shall submit a claim under Benefit 4 for one (1) time only in respect of the aforementioned incident during the **Period of Insurance**.

## GENERAL EXCLUSIONS

1. Unless the consent of the **Company** shall have previously been obtained and recorded by **Endorsement** hereon, this **Policy** does not cover Accidental Death, Permanent Disablement, Medical Expenses or Loss of Personal Effects consequent upon the **Insured Person**:
  - (a) engaging in winter sports, ice hockey, yachting, sky diving, horse riding, hang-gliding, hunting, steeple-chasing, mountaineering, parachuting, horseback polo playing, boxing, wrestling, racing of any kind including rallies, motorcross or any form of racing competition (except any form of racing on foot), speed demonstration or trial tests of any form of motor vehicle or aircraft or vessel, go-karting, scuba or skin diving of any kind including the use of aqua-lungs;
  - (b) engaging in or taking part in professional or semiprofessional sports;
  - (c) whilst serving in any branch of the armed forces (whether voluntary or otherwise) including police of any country or international authority (whether in time of peace or war);
  - (d) whilst serving in any firefighting services or agencies (whether voluntary or otherwise);
  - (e) any field operation, undertaken by the military, police or security services, fire-fighting, airline as pilot or aircrew or mining of minerals by miners (whether voluntarily or otherwise); or
  - (f) whilst committing or attempting to commit any criminal act or illegal activities.
  
2. This **Policy** does not cover Accidental Death, Permanent Disablement, Medical Expenses or Loss of Personal Effects directly or indirectly caused by:
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strike, civil commotion, military or usurped power and in the event of any claim hereunder the **Insured Person** shall when so required by the **Company** prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the **Company** shall not be liable to make any payment in respect of such a claim;
  - (b) the **Insured Person** being in or upon or entering or descending from aircraft of any kind or caused by or resulting from a descent or fall from such aircraft except in respect of the **Insured Person's** journeys as a fare-paying passenger (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft) over established air routes in fully licensed standard type aircraft owned and/or operated by recognized commercial airlines;
  - (c) self-inflicted injury, suicide or attempted suicide while sane or insane, provoked murder or assault, intoxication by alcohol or drugs, insanity, any illness or diseases;
  - (d) pregnancy, child-birth, miscarriage or any complications thereof notwithstanding that such event may have been accelerated or induced due to an accident;
  - (e) Pre-existing Illnesses, or pre-existing physical or mental defect or infirmity; or

- (f) HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variation thereof.
3. This **Policy** does not cover Accidental Death, Permanent Disablement, Medical Expenses or Loss of Personal Effects directly or indirectly caused or contributed by or arising from:
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
  - (b) nuclear weapons material;
  - (c) any act of Terrorism; or
  - (d) any Nuclear, chemical or biological terrorism.

PROVIDED FURTHER that the due observance and fulfilment of the terms conditions and **Endorsements** of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured** and/or the **Insured Person** shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**.

### CONDITIONS APPLYING TO THE WHOLE POLICY

1. No payment in respect of any premium shall be deemed to be payment to the **Company** unless there is a confirmation of payment transaction made through an authorized payment gateway and such premium collected must be received by the **Company** within thirty (30) days from the **Effective Date of Insurance**.
2. Cash Before Cover condition is applicable to this **Policy**. It is a fundamental and absolute special condition of this **Policy** that the premium due must be paid by the **Insured Person** and received by the **Policyholder** before commencement of the **Effective Date of Insurance**. If this condition is not complied with, then the insurance cover of the respective **Insured Person** is automatically null and void. The **Company** reserves the right to refuse any coverage and/or reject any claim resulting from the **Insured Person's** non-payment of the premium to the **Policyholder** in accordance with the condition herein.
3. It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the **Company** within thirty (30) days from the **Effective Date of Insurance** from **Policyholder**. If this condition is not complied with then the **Insured Person's** coverage under this **Policy** is automatically cancelled and the **Company** shall be entitled to the pro rata premium for the period it has been on risk. For avoidance of doubt, the **Insured Person's** coverage under this **Policy** will still be continued if the **Insured Person** has paid the premium in full to the **Policyholder**, regardless of whether the **Company** has received it from the **Policyholder** within thirty (30) days from the **Effective Date of Insurance** or otherwise. Subject otherwise to the terms and conditions of this **Policy**.
4. All notices required to be given by the **Insured** and/or **Insured Person** to the **Company** must be in writing addressed to the nearest local branch and no alteration in the terms of this **Policy** nor any **Endorsement** thereon, will be held valid unless the same is signed or initialed by an authorised representative of the **Company**.
5. An **Insured Person** may nominate a natural person to receive the policy moneys payable upon his/her death. A nomination may be made at any time during the **Period of Insurance**. The nominee named in the nomination form or any future amendments the **Insured Person** makes, will receive the death benefits in accordance with the provisions of the Financial Services Act 2013. The **Insured Person** may revoke or change the nominee at any time by giving the **Company** a written notice. The written notice must be received and registered by the **Company** during the **Insured Person's** lifetime before any loss occurrence. The revocation and change of nominee will take effect from the date the **Company** has received the new nomination.
6. This **Policy** may be cancelled at any time by the **Policyholder** or **Us** by giving the other party thirty (30) days written notice of cancellation at the last known business address. The insurance coverage in respect of an **Insured Person** may be cancelled at any time by giving the **Company** notice in writing, in which case, the insurance coverage on the **Insured Person** shall continue until the end of the **Period of Insurance**. Any cancellation of the insurance coverage shall not be entitled to a refund of premium.

7. If the premium for this **Policy** has been calculated on any estimates furnished by the **Insured** and/or **Insured Person**, the **Insured** and/or **Insured Person** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Company** to inspect such record. The **Insured** shall within one (1) month from the expiry **Period of Insurance** furnish to the **Company** such particulars and information as the **Company** may require. The premium for such period shall thereon be adjusted and the difference paid by or to the **Insured** and/or **Insured Person**, as the case may be.
8. If the proposal or declaration of the **Insured Person** is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases the insurance for the respective **Insured Person** under this **Policy** shall be void.
9. Upon the happening of any **Accident** likely to give rise to a claim under this **Policy**, the **Insured Person** shall within thirty (30) days after the happening of the **Accident** give notice to the **Company** with full particulars of the **Accident** and injuries and shall as soon as possible instruct the **Insured Person** to procure and act on proper medical or surgical advice. Failure to notify **Us** within the above time limit shall not invalidate a claim if the claimant can satisfy the **Company** that it has not been reasonably possible to give such notice within the prescribed time.

The **Insured Person** shall at the expense of the **Insured Person** furnish to the **Company** all such certificates information and evidence as may be required by the **Company** and the **Insured Person** shall whenever reasonably required to do so submit to medical examination on behalf of the **Company**. In the event of **Accidental Death** of the **Insured Person**, unless it is prohibited by law, the **Company** shall have the right at **Our** expense to conduct any post mortem examination before making any payment of the **Sum Insured** for **Accidental Death** under this **Policy**

10. All the benefits payable under this **Policy** shall be paid to the **Insured Person**. In the event of the **Insured Person's** **Accidental Death**, where the **Insured Person** has currently valid nominee(s) with or without trustee(s) under this **Policy**, the **Sum Insured** for **Accidental Death** will be paid to such nominee(s) in accordance with the provisions of the Financial Services Act 2013. If there is no such named nominee(s), the **Sum Insured** will be paid to the **Insured Person's** legal representative(s) in accordance with the Financial Services Act 2013. In respect of an **Insured Person** who is a Muslim, payment of the **Sum Insured** for **Accidental Death** under this **Policy** shall be determined by the applicable Shariah Laws.
11. For the avoidance of doubt, in the event the **Insured Person** becomes entitled for reimbursement of all or part of the benefit under this **Policy** from any other source, or if there is in place any other insurance against the events covered under this **Policy**, the **Company** will only be liable for the excess of the amount recoverable from such other source or insurance
12. If any difference arises as to the amount of the **Company's** liability under this **Policy**, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the **Company** as regards any dispute regarding the amount of the **Company's** liability under this **Policy**.
13. If the **Company** shall disclaim liability to the **Insured Person** for any claim hereunder, in no case shall the **Company** be liable in respect of such claim after the expiration of twelve (12) months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.
14. The **Company** shall only be liable for and recognise one (1) insurance coverage under this **Policy** at any one time, for each **Insured Person**.
15. This **Policy** is governed by and shall be construed in accordance with the laws of Malaysia.

## EXTENSION OF COVERAGE

This **Policy** is extended to cover the following circumstances:



### **DISAPPEARANCE CLAUSE**

It is agreed and understood that subject to the terms, exclusions, limitations and conditions contained in the **Policy** or endorsed thereon, if after a period of one (1) year has elapsed and the **Company** having examined all evidence available, shall have no reason to suppose other than that an **Accident** has occurred and that a Court of Law has pronounced such **Insured Person** to be missing and legally found dead, the disappearance shall be considered to constitute a claim under this **Policy**. It is further agreed and understood that if at any time after payment has been made and the **Insured Person** is found to be alive, any sums paid by the **Company** in settlement of claim shall be refunded to the **Company**.

### **EXPOSURE CLAUSE**

It is agreed and understood that subject to the terms, exclusions, limitations, and conditions contained in the **Policy** or endorsed thereon, this **Policy** covers claims arising out of accidental Injury caused by exposure to the elements of nature as a result of an **Accident** insured hereunder, provided that in the event of death of the **Insured Person** caused by exposure to the elements, a properly constituted judicial body of enquiry shall affirm that the **Insured Person** has died of exposure after having sustained accidental Injury arising from an insured event.

### **HARMFUL INSECTS/SNAKES/ANIMAL BITES CLAUSE (EXCLUDING MOSQUITO BITE)**

It is hereby declared and agreed that this **Policy** is extended to cover Accidental Death, Permanent Disablement, Medical Expenses or Loss of Personal Effects to **Insured Person** arising from snakes, animal bites or harmful insects (excluding mosquito bites) known to be harmful such as bees, wasps, spiders, centipedes, scorpions etc.

For the purpose of this clause, "Act of Violence" means murder, attempted murder or physical assault.

### **NATURAL DISASTER**

It is hereby declared and agreed that this **Policy** is extended to cover the **Insured Person** as within mentioned caused as a result of natural disasters including flood, fire, lighting, tidal waves, hurricane, cyclone, earthquake, windstorm, volcanic eruption and typhoon.

## **GOVERNMENT TAX**

Please be informed that the premiums on this **Policy** are subject to the Government tax prevailing during the term of this **Policy**.

**You and/or Insured Person's** obligation to pay the prevailing Government tax shall form part of the terms and conditions in this policy.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)**

The **Company** shall not be deemed to provide cover and shall not receive any payment(s) under this **Policy**; or be liable to pay any sums (including payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under this **Policy**; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

## **COMPLAINT HANDLING UNIT**

**You** may refer your complaint pertaining to any insurance related matters to **Our** Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services (OFS) (Company No: 200401025885 (664393P)) or BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). In order to resolve **Your** complaint, it is important that **You** provide **Us** with as much information as possible when contacting **Us**, i.e. **Your** full name, address, contact number, policy number and the nature of **Your** complaint.

The following are the contact details of **Our** Complaint Handling Unit:-

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD  
Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur  
Telephone No. : 03-4259 7828  
Fax No : 03-4813 2737

Email : gicare-my@greateasterngeneral.com

## RESPONSE TO COMPLAINTS

For non-complicated case, **We** will respond within fourteen (14) working days from the date of receipt of the complaint.

For complicated case, **We** will respond within fourteen (14) days from the date of receipt of the complaint and the complainant will be updated of the progress every subsequent thirty (30) calendar days until it is resolved.

## OMBUDSMAN FOR FINANCIAL SERVICES OR BANK NEGARA MALAYSIA

If **You** are not satisfied with the response or the decision of **Our** Complaint Handling Unit, **You** may submit **Your** complaint either to OFS within six (6) months from the date of **Our** Complaint Handling Unit's final decision, or to BNM. Kindly check with **Our** Complaint Handling Unit on the proper avenue for dealing with **Your** complaint. The following are the contact details of OFS or BNM:-

Authority	<b>BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM)</b>	<b>Ombudsman for Financial Services (OFS)</b>
Address	<b>Laman Informasi Nasihat dan Khidmat (BNMLINK)</b> (Walk-in Customer Service Centre) Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur.  <b>Contact Centre (BNMTELELINK)</b> Corporate Communication Department, Bank Negara Malaysia P.O. Box 10922, 50929 Kuala Lumpur.	Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur
Telephone No	1-300-88-5465	03-2272 2811
Fax No	03-2174 1515	03-2272 1577
Email	<a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>	<a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a>