



PACIFIC & ORIENT INSURANCE CO. BERHAD (No.12557-W)

A Member Of The Pacific & Orient Group
Internet: www.pacific-orient.com / https://www.pno-ins.com



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BRANCH

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Melaka
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Suite 905, 9th Floor, Johor Tower, No.15 Jalan Gereja, 80100, Johor Bahru, Johor, Malaysia Tel: 07-222 2537 Fax: 07-224 5631
No.2, Jalan PM7, Plaza Mahkota, Bandar Hilir, 75000 Melaka, Malaysia Tel: 06 -284 8298 Fax: 06-284 9619
75, Jalan Raja Ekram, 30450 Ipoh, Perak, Malaysia Tel: 05-255 0370 Fax: 05-253 2943
66, Jalan Zainal Abidin, 10400 Pulau Pinang Tel: 04-2278 355 Fax: 04-2278 343
Lot 262, 1st Floor, Jalan Haji Taha, 93400 Kuching, Sarawak, Malaysia Tel: 082-239 019 Fax: 082-232 462
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Unit 10-1, (Lot 12) Block B, Inanam Business Centre, 88450 Inanam, Kota Kinabalu, Sabah, Malaysia Tel: 088-389 927 Fax: 088-387 927

BUSINESS CENTRES

Sungai Petani
Sungai Besi

No.85 Jalan 1A 1st & 2nd Floor, Pusat Perniagaan Pekan Lama 08000 Sungai Petani, Kedah. Tel: 04-423 1425 Fax:04-423 1260
165-3-1, Wisma Mutiara, Jalan Sungai Besi, 57100 Kuala Lumpur, Malaysia. Tel: 03-9223 0646 Fax: 03-9222 3914

TRAVEL PERSONAL ACCIDENT POLICY

NOTICE

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

IN CONSIDERATION OF the Premium stated in the Schedule hereto and subject to the Conditions endorsed hereon and on the back hereof **PACIFIC & ORIENT INSURANCE CO. BERHAD** (hereinafter call "the Company") will pay to the Insured named in the Schedule hereto (or in the event of the death of the Insured to the Insured's legal personal representative) the sum or sums of money herein specified if the Insured Person shall sustain any bodily injury caused by violent accidental external and visible means which injury independent of any other cause shall result in the Insured Persons:-

SCALE OF COMPENSATION

- | | | | | |
|---|--|---|----|--|
| 1 | Death | } Occurring within 12 calendar months from the date on which such injury is sustained | 1. | 100% of Sum Insured |
| 2 | Loss by physical separation at or above the wrist or ankle of one or both hands or feet or the complete and irrecoverable loss of sight in one or both eyes. | | 2. | 100% of Sum Insured |
| 3 | (a) Total inability to attend to Insured's business occupation or usual duties
(b) inability to attend to a substantial part of Insured's business occupation or usual duties | } Upon to a maximum of 52 consecutive week from the date on which such injury is sustained the Benefit being under (a) or (b) but not both at the same time | 3. | (a) 0.3% of Sum Insured per week or RM300.00 Maximum
(b) 0.1% of Sum Insured per week or RM100.00 Maximum |
| 4 | Permanent Total Disablement which whilst not giving rise to the Benefit under Item 2 above shall after two years continuous total disablement from the date of such injury totally and permanently disable Insured for life from attending to business occupation or duties of any kind. | | 4. | 100% of Sum Insured |

MEDICAL BENEFITS & EXPENSES

It is understood and agreed that if an additional premium is paid by the Insured as shown in the Schedule hereof this Coupon extends to cover medical surgical hospital nursing home or massage expenses up to but not exceeding the Sum of RM1,000.00 for each and every claim necessarily incurred and paid as the result of bodily injury as defined therein and occurring within twelve calendar months from the date on which such injury is sustained.

HEALTH WARRANTY

It is warranted that the Insured Person is in good health, of sound constitution, free from physical infirmity or defect and over sixteen and under sixty-five years of age and further warranted that the Insured has no other insurance covering the risks of Accidental Death or Bodily Injury except as endorsed heron and that no insurer has declined this or any similar insurance.

IMPORTANT

The Policyholder shall read this Policy carefully, and if any error or misdescription be found herein or if the cover were not in accordance with the wishes of the Policyholder, advice should at once be given to the Company and the Policy returned for attention.



CONDITIONS

1. The due observance and fulfillment of these Conditions which are to be part of the Insurance by this Policy shall so far as the nature of them respectively permits be a condition precedent to any liability of the Insurers under this Policy.
2. In the case of bodily injury to which this Policy relates:-
 - (i) the Insured shall procure and act upon medical or surgical advice as soon as practicable
 - (ii) written notice shall be given to the Insurers as soon as possible but in any event within twenty-one days of such bodily injury.

Proof satisfactory to the Insurers of Death or Bodily Injury for which a claim is made hereunder shall be rendered upon demand at the Insured's own expense. Death or Bodily Injury shall not be presumed solely on account of the disappearance of an Insured Person.
3. No payment shall be made for any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot or civil commotion or due to self-injury whether criminal or not.
4. No weekly benefit shall become payable until the total amount shall have been ascertained and agreed.
5. Any one of the capital sums specified in terms (1) and (2) shall be payable only on delivery of this Policy cancelled and discharged and the Insured shall not be entitled to claim under more than one of the Items (1) to (3) in respect of the same occurrence except that the Insured shall be entitled to receive compensation under item 3(b) in succession to a period under item 3(a).
6. No payment shall be made in respect of:-
 - (a) injury sustained whilst under the influence of intoxicants or whilst suffering from insanity or injury or sickness occasioned by or contributed to by venereal disease or pregnancy.
 - (b) Injury sustained by the Insured whilst engaged in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any other aerial activities except whilst travelling as a passenger in an aircraft operating on a scheduled service.
 - (c) Injury sustained whilst engaged in any occupation involving manual labour, hunting, steeplechasing, racing of any kind (other than on foot), rugby, football, polo, motor-cycling, winter sports, mountaineering, underwater pastimes, waterskiing or potholing.
7. The death of the Insured Person shall be established by an official Death Certificate, or in the event of his disappearance following an accident or the total loss of a vessel or aircraft, by a Court Order presuming his death.
8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing 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 the Insurers. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

DATE RECOGNITION (Y2K EXCLUSION)

It is noted and agreed this policy is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. Correctly recognize any dates as its true calendar date;
 2. Capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any device, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any data as its true calendar date after the loss or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C, or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Disputes can be referred to Financial Mediation Bureau (FMB) Tel No : 03-2272 2811