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

A Member Of The Pacific & Orient Group

Website: www.poi2u.com

HEAD OFFICE	11th Floor Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O.Box 10953, 50730 Kuala Lumpur, Malaysia	Tel: 03-2698 5033
JOHOR BAHRU	Suite 905, 9th Floor, Johor Tower, No.15 Jalan Gereja, 80100, Johor Bahru, Johor, Malaysia	Tel: 07-2222 537
MELAKA	No.2, Jalan PM7, Plaza Mahkota, Bandar Hilir, 75000 Melaka, Malaysia	Tel: 06-2848 298
IPOH	75, Jalan Raja Ekram, 30450 Ipoh, Perak, Malaysia	Tel: 05-2550 370
PENANG	66, Jalan Zainal Abidin, 10400 Georgetown, Pulau Pinang, Malaysia	Tel: 04-2278 355
KUANTAN	B-62, Lorong Tun Ismail 8, Sri Dagangan 2, Jalan Tun Ismail, 25000 Kuantan, Pahang, Malaysia	Tel: 09-5146 332

TOLL FREE NO: **1 800 88 2121**
ROADSIDE ASSIST NO: **1 300 80 8800**

STAMP DUTY PAID

OWNED BY MALAYSIANS FOR MALAYSIANS · NIAM · NATIONAL INSURANCE ASSOCIATION OF MALAYSIA

DRIVEGUARD PRO INSURANCE POLICY

The benefit(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (visit www.pidm.gov.my).

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.

WHEREAS the person described in the schedule hereto, (hereinafter referred to as the "Insured" or the "Policyholder" as hereinafter defined) has made to ***PACIFIC & ORIENT INSURANCE CO. BERHAD*** (hereinafter referred to as the "Company") a Proposal and Declaration which shall be the basis of this contract of insurance (which with the Schedule hereto shall hereinafter be referred to as the "Policy") and which is deemed to be incorporated herein, and has paid or agreed to pay the premium stated in the Schedule hereto as consideration for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that if, during the Period of Insurance stated in the Schedule hereto or during any further period for which the Company may accept payment for the renewal of this Policy, the Covered Person, as defined in the Policy, shall sustain any bodily injury stipulated in the Schedule caused solely and directly by violent accidental external and visible means hereto and being the sole and direct cause of the Covered Person's death or disablement as defined in the Schedule (hereinafter referred to as the "Bodily Injury" and the whole as the "Accident" respectively), then the Company will, subject to compliance with the procedures, terms, provisions, conditions, clauses and/or endorsements contained herein, pay to the Insured or, in the event of the death of the Insured, to the Insured's legal personal representatives or such beneficiary of beneficiaries as may be hereinafter stipulated, the sums of money set forth in the Schedule.

Consumer Insurance Contracts

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.

Non-Consumer Insurance Contracts

This Policy is issued in consideration of the payment of premium as specified in the 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. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, it 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.

This Policy reflects the term and conditions of the contract of insurance as agreed between the Policyholder and the Company.

IMPORTANT

The Insured shall read this Policy carefully, and if there is any error or misdescription herein, the Insured is required to notify the Company forthwith and the Insured must return the Policy to the Company for endorsement or amendment whichever is applicable.

SPECIAL PROVISIONS

Previous Disability

If as a consequence of the Accident the Covered Person shall sustain Bodily Injury and if such injury has been or shall be aggravated by any disability and/or condition which had occurred before the Accident (hereinafter referred to as the "Condition"), the amount of any compensation payable shall be the amount specified in the Schedule hereto or such reduced amount that the Company at its sole and absolute discretion considers would have been payable if such condition had not existed and/or the Bodily Injury had not been so aggravated (hereinafter referred to as the "Proportionately Reduced Benefit").

Permanent Disablement

If Bodily Injury sustained as a result of an Accident shall within 12 months from the date of the Accident, result directly in Permanent Disablement to the Covered Person, a lump sum Benefit stated in the Schedule hereto shall be payable to the Insured.

In the event of a claim under Section A – Benefit (b) – Permanent Disablement, the decision of the Company's panel of physicians shall be final and conclusive.

General

- The Benefits are payable in addition to all other policies.
- Payment will be made whether the Covered Person or Driver is negligent or not.

DEFINITIONS

Insured, **You and Your** shall mean the person/company/corporation/association as named in the Policy Schedule or Certificate as a Policyholder who has the full rights on the Policy and is the registered owner of the Named Vehicle.

Covered Person is defined as the driver or any person aged 17 years and above holding a valid and effective driving license, who is legally permitted to drive the Insured's vehicle (herein referred to **Named Vehicle**) and is driving, or to drive or for the purposes of driving, is boarding or alighting from the vehicle with the knowledge and consent of the Insured, at the time of the accident.

Named Vehicle or **Your Car** shall mean the vehicle named in the Policy Schedule or Certificate which is licensed for private use and not used for commercial purposes.

Accident shall mean a violent accidental external and visible event which is the sole and direct cause of the Covered Person's death or disablement as defined in the Schedule.

Accidental shall mean a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

Bodily Injury shall mean bodily injury caused solely and directly by by the Accident and being the sole and direct cause of the Covered Person's death or disablement suffered by the Covered Person during the Period of Insurance resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

WE/OUR/US/THE COMPANY shall mean Pacific & Orient Insurance Co. Berhad.

DESCRIPTION OF BENEFITS

SECTION A – PERSONAL ACCIDENT BENEFITS

If at any time during the Period of Insurance, the Covered Person is driving, or to drive or for the purposes of drving, is boarding or alighting from the Named Vehicle shall sustain Bodily Injury caused by the Accident resulted in death or disability, the Company shall pay the Benefits as specified below.

(a) ACCIDENTAL DEATH (LOSS OF LIFE)

When Bodily Injury directly results in death (loss of life) of the Covered Person within 12 calendar months from the date of the Accident, the Company will subject to provisions herein, pay 100% of the amount specified in the Schedule hereto, or the Proportionately Reduced Benefit where applicable, in the manner herein stipulated.

(b) PERMANENT DISABLEMENT

When Bodily Injury does not result in death (loss of life) of the Covered Person within 12 calendar months from the date of the Accident but does directly result in any and all of the following losses within the said 12 calendar months, the Company will pay a total not exceeding the Capital Sum Insured, paid for & set out herein, for:-

Percentage of the Sum Insured for permanent disablement:

(i) Complete loss, whether of one or both hands
(ii) Complete loss, whether of one or both feet
(iii) Complete loss of sight in one or both eyes

} 100%

Loss as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight means entire and irrecoverable loss of sight.

(c) BEREAVEMENT BENEFIT

The said benefit shall be payable in the event of accidental death occurring while the Covered Person is driving, or to drive or for the purposes of driving, is boarding or alighting the Named Vehicle.

SECTION B – CAR TOWING BENEFITS

UNLIMITED TOWING CHARGE

1. If Your Car cannot be driven as a result of accident or breakdown, call our Roadside Assist at 1300 80 8800 for towing services in respect of any single towing trip from the location of the accident or breakdown to the nearest Approved Repairer or to a safe place of storage while awaiting repair or disposal. In the event Your Car breaks down and the cost incurred is only for such towing services, We will not deduct any Excess and You will not lose Your No Claim Discount entitlement.
2. In the event of an accident, the Policyholder is advised not to accept any towing services offered by private towing companies. But please call helpline 1300-80-8800 to
   (a) tow the vehicle to the police station and
   (b) then to the Pacific & Orient Insurance Co. Panel Workshop. Berhad or any workshop registered with Jabatan Pengangkutan Jalan (JPJ) for the purpose of making a claim as a result of an accident.
3. 24-hour towing service can be obtained in situations where the vehicle located anywhere in Peninsular Malaysia cannot move. This service is not available for all islands except Penang and Langkawi.
4. In East Malaysia, 24-hour towing assistance is only available in major cities such as; Kuching, Sibu, Bintulu, Miri, Kota Kinabalu, Kudat, Sandakan, Lahad Datu, Tawau, Labuan.
5. If the location is outside major cities in East Malaysia as mentioned above or a remote area, the service may not be available immediately due to limited service operators. You can call the helpline 1300-80-8800 and we will try to find a service operator to help you. If we are unable to provide towing assistance, we will advise you accordingly of the permitted reimbursement arrangements. This refund is only allowed if you have contacted our Call Centre, and we have confirmed for the refund.

TABLE OF BENEFITS

Notwithstanding anything stated herein, the actual scope or table of Benefits payable are stated in the Schedule of Benefits, Policy Schedule or Endorsement hereto.

COVERAGE	AMOUNT OF COMPENSATION (RM)	
BODILY INJURY caused by violent accidental external and visible means which shall solely and Independently of any other cause result in		
SECTION A – PERSONAL ACCIDENT BENEFITS	**PLAN A**	**PLAN B**
(a) Accidental Death (Loss of Life) Accidental death occurring directly by reason of the Bodily Injury within 12 calendar month of the Accident	5,000.00	10,000.00
(b) Permanent Disablement Total and Permanent Disablement occurring directly by reason of the Bodily Injury within 12 calendar months of the Accident (i) Complete loss, whether of one or both hands (ii) Complete loss, whether of one or both feet (iii) Complete loss of sight in one or both eyes } 100%	5,000.00	10,000.00
(c) Bereavement Benefit Accidental Death occurring while the Covered Person is driving, or to drive or for the purposes of driving, is boarding or alighting the Named Vehicle.	500.00	500.00
SECTION B – CAR TOWING BENEFIT Unlimited Towing for Named Vehicle	Unlimited	Unlimited

The occurrence of any Bodily Injury or death for which compensation is payable under Section A – Benefit (a) and (b) shall at once terminate all insurance under this Policy, but such termination shall be without prejudice to any claim originating directly out of the Accident causing such Bodily Injury or death.

Where more than one loss or claim arises from the Accident, the insured or the relevant legal personal representatives shall, in this Policy, only be entitled to make one claim for either the Bodily Injury or the death. The aggregate of all payments in respect of any one Accident shall not exceed the Benefit Limits stated in the Schedule hereto for either that Bodily Injury or the death, whichever shall be applicable, for the Covered Person. If the Bereavement Benefit under Section A – Benefit (c) shall be payable then the payment to be made under this policy shall be a total of the Bereavement Benefit and such other sum as may be payable under this Policy, subject always to the limitation set out herein.

EXCLUSIONS

EXCLUSIONS TO SECTION A – PERSONAL ACCIDENT BENEFITS

The Policy does not cover the following:-

1. Injuries and death caused directly or indirectly, wholly or partly:-
   a) By bacterial infections except septiceamia related directly to the Bodily Injury
   b) By any other kind of diseases and/or allergic reactions including, but not limited to, those caused by insect or mosquito bites.
   c) By medical or surgical treatment (except such as may be necessitated by the Bodily Injury and performed within the time period provided in the Policy).
   d) By childbirth or miscarriage.
   e) While the Covered Person is under the influence of liquor or drugs (unless such drugs administered under the order of a qualified medical practitioner and which does not affect his ability to drive or ride).
   f) While the Covered Person is in a state of insanity or mental impairment however caused.
   g) While the Named Vehicle is used or being used for illegal and/or criminal business, pursuits, purposes and/or objectives and any attempt threat.
   h) While the Named Vehicle is used as an unlicensed common carrier or without the Insured's permission.
2. Herniation resulting from the Bodily Injury.
3. Suicide or any attempt thereat (sane or insane)
4. Injuries and death occasioned by war, invasion, act of foreign enemy, hostilities or wartime operations (whether war be declared or not), civil war, rebellion, revolution, military or usurped power, guerilla activities, act of terrorism, martial law, or state of siege.
5. Injuries and death occasioned while the vehicle is used for hire, racing, road rally, pacemaking, speed-testing or use for any purpose in connection with Motor Trade.
6. This insurance does not cover death, injury, illness, charges or expenses of a Covered Person or provide any indemnity against liability attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or HIV related illness including but not limited to AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variation thereof.
7. Death or Disablement sustained by the Covered Person, while traveling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service. For the purpose of this exclusion the Covered Person would not be covered if he is involved in any technical operation or navigation whilst in the aircraft.
8. Death or Disablement consequent upon the Covered Person engaging in hunting, mountaineering. Ice-hockey, polo-playing, steeplechasing, winter sport, yachting, water-ski jumping, under water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power.

EXCLUSIONS TO SECTION B – CAR TOWING BENEFITS

In providing the towing service, **We** shall not be required to provide or pay for the towing service under the following circumstances:

1. Services which are not organized or pre-approved directly by the **Us.**
2. The registration number of **Your Car** does not match the registration number registered with **Us**.
3. When you request further towing services beyond the first time of **Your Car** is towed for the same incident. For the avoidance of doubt, your entitlement to unlimited towing charge is only applicable to one request only for towing arising from any one incident.
4. When minor repair can be made to **Your Car** at a nearby workshop.
5. If **Your Car** suffers Breakdown and is immobilized on an unpaved road surface, or on a road that is not officially gazetted as such in the Government Gazette as such in Malaysia.
6. **Your Car** requires the use of special equipment during the roadside repair or towing process, which in our opinion is considered high risk or impracticable. The decision is Ours.
7. The car keys are not available or are locked inside **Your Car**.
8. The cause of Breakdown is due to an empty fuel tank or the use of incorrect fuel.
9. Towing of **Your Car** after damaged by Flood or Storm.
10. The vehicle was and is inoperable or a mere shell. This is where, for example, the vehicle is incomplete, non-operational, or if there are no mechanical parts (or substantial essential missing parts) in the Vehicle, such as no engine or transmission or if the vehicle has been deliberately left inoperable.
11. Towing is made at the direction of a law enforcement office related to traffic obstruction, seizure, impoundment, abandonment, illegal parking and/or other violations of the law.
12. Any illegal or unlawful act by **You**, or the use of **Your Car** in engaging in any illegal or unlawful purpose or attempt of the same.
13. If **Your Car** has been modified for participation in rally, off road, racing or modified against government regulations.
14. **Your** Failure to take precautions or follow warnings of any intended strike, riot, or civil commotion via the mass media.
15. When **Your Car** is in a roadworthy condition and can still be driven.
16. Towing or repair of any commercial vehicle or private car for commercial purposes (including hire & reward or carriage of goods).
17. Towing of **Your Car** after it has been sent for a spray job or lamination.
18. Towing of **Your Car** for the purpose of renting, disposing or selling the Vehicle.
19. Towing of **Your Car** out of any workshop unless this arises from a completely separate incident.
20. Towing of **Your Car** that has been dismantled fully or partially in a workshop with or without the **Your** consent.
21. Transportation for **You** or **Your driver** and/or passenger(s) with **Your Car** for Services, or from **Your Car** to another destination after Services have already been rendered.
22. Towing of a stolen Vehicle which has been discovered, abandoned or due to vandalism.
23. Towing of **Your Car** outside the borders of Malaysia.
24. Towing of **Your Car** across any sea by ferry or ship or any vessel used for the transportation of vehicles to the mainland.

Please also note however, that We will not be responsible for the payment of the following:

- Toll charges arising from the Towing services.
- Any costs incurred in repairs or parts replaced or required by reason of a breakdown or failure of operation or maintenance of **Your Car** not caused by an Accident.
- The levies payable for the transport of transfer of **Your car** across the border.

The issuance of this Policy is not and will not in any way be deemed to be a waiver of any fraud or misrepresentation.

CONDITIONS

1. CONSTRUCTION

This Policy and the Schedule hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such meaning wherever it may appear. No amendment or change in this Policy shall be valid unless approved by a duly authorised representative of the Company and duly endorsed upon the Policy.

2. ALTERATION

The Insured shall give immediate notice in writing to the Company of any change in the Insured's residence and occupation as stated in the Schedule hereto. The Insured or the Covered Person shall also be required to give immediate notice in writing of any injury, disease, physical defect or infirmity by which he has become affected or of which he has become cognizant. In the event of the failure to notify, the Company may disclaim all liability for any loss or injury as a result of the increased risk.

3. CLAIM

a) Written notice shall be given to the Company within (30) thirty days of any occurrence likely to give rise to a claim. Such notice shall be Condition Precedent to our liability. Failure to give such notice will not invalidate the claim if it can be shown that such notice was given as soon as it is reasonably to do so. The Company shall, in its sole discretion, decide whether the Covered Person's delay to give the notice shall be deemed reasonable or not.

b) Upon the happening of any Accident likely to give rise to a claim under this Policy, the Insured or the Covered Person shall within thirty (30) days after the happening of such Accident give notice to the Company with full particulars of the Accident and Bodily Injuries and shall as soon as possible procure and act on proper medical and surgical advice. Written notice by or on behalf of the Insured or the Covered Person given to and received by the Company with full particulars shall be deemed to be notice to the Company.

c) If the Covered Person makes a fraudulent or exaggerated claim under this Policy, or engages in any fraudulent activity as a means to obtain a Benefit under this Policy, all Benefits payable in respect of this Policy shall be forfeited and the Policy shall become void.

d) Compensation in respect of the Benefits provided under the Policy shall be payable only when the claim has been proved to the satisfaction of the Company.

e) The Insured or the legal personal representative is required to prove the claim by providing all the necessary documents in such form and nature as required by the Company. Any expense incurred for the purpose of proving the claim shall be borne by the Insured. The Company shall be entitled, at its own expenses, to require that the Covered Person be examined by the Company's panel of physicians where the Company deems it necessary.

4. LOCAL JURISDICTION

This Policy is subject to the Laws of Malaysia and any provision of the Policy which is in conflict is hereby deemed to be amended to conform to the minimum requirement of such laws (or as amended from time to time).

5. RENEWAL

It shall not be incumbent on the Company to give notice that renewal is due.
The Company reserves the right to review the premium and scope of cover at any time prior to the renewal of the Policy.
The Company shall not be bound to accept any renewal. This Policy is renewable at the option of the Company.

6. CANCELLATION

The Company may terminate by giving (14) fourteen days notice in writing sent by registered post to the Insured, at the Insured's last known address. Such notice of termination shall be deemed to have been received by the Insured on the fifth day after the date of posting. The Company shall post to the Insured's last known address a proportion of the premium corresponding to the unexpired Period of Insurance, subject to a minimum retained premium. By like notice, acknowledged received by the Company, the Insured may, at any time cancel this Policy, in which case the Company will retain the premium for the time the Policy has been in force or the minimum premium whichever is higher.

7. DISPUTES

All differences arising out of this Policy shall be referred to the Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau), Kuala Lumpur, within six months after the final decision has been made by the Company.

8. 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 the Company 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 the Company shall be entitled to void the policy from inception or 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 an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

9. CONDITION PRECEDENT

The due observance and fulfillment of the Procedures, Terms, Provisions, Conditions, Clause and/or Endorsements of this Policy, in so far as they relate to anything to be done or complied with by the Insured (or the Insured's legal personal representatives), shall be condition precedent to any liability of the Company to make any payment under the Policy. Failure to comply with any of the Procedures, Terms, Provisions, Conditions, Clauses and/or Endorsement in this Policy shall invalidate all claims hereunder. Any material concealment, misrepresentation, suppression and/or omission in the proposal and/or declaration shall render the said Policy null and void from inception.

10. TERRITORIAL LIMIT: Within Malaysia

11. DUTY OF DISCLOSURE / *KEWAJIPAN PENDEDAHAN*

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 or ommission 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.

Disputes can be referred to: Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau) Tel No : 03-2272 2811
Sebarang pertikaian boleh dirujuk kepada: Ombudsman Perkhidmatan Kewangan (OPK) (Dahulu dikenali sebagai Biro Pengantaraan Kewangan) Tel No : 03-2272 2811