Pacific & Orient Insurance Co. Berhad
11th Floor, Wisma Bumi Raya
No. 10 Jalan Raja Laut, 50350 Kuala Lumpur
T +603-2698 5033 F +603-2693 6917
Co. Registration No 197201000959 (12557-W)
A Member of PIDM
Website: www.poi2u.com

STAMP DUTY PAID

ezSMARTPRO PERSONAL ACCIDENT 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)

WHEREAS the Insured described in the Schedule hereto has made to the **PACIFIC & ORIENT INSURANCE CO. BERHAD** (hereinafter called the "Company") a Proposal and Declaration which shall be the basis of this Contract 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 at any time 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 Insured Person shall sustain any Bodily Injury caused solely and directly by violent, accidental, external and visible means and being the sole and direct cause of an Insured Person's death or disablement as hereinafter defined. THEN the Company will pay to the Insured, or in the event of the death of the Insured Person to the Insured's legal person representatives, or such beneficiary or beneficiaries as may be stipulated in the Schedule of this Policy, the sum or sums of money set forth in the Schedule.

Preamble for Consumer Insurance Contracts (Insurance wholly for purposes unrelated to your trade, business or profession)
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.

Preamble for Non - Consumer Insurance Contracts (Insurance for purposes related to your trade, business or profession)
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. 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 terms and conditions of the contract of insurance as agreed between you and us.

GENERAL POLICY DEFINITIONS

Certain words or group of words have been defined in this Policy and these have the same meaning wherever they are used and which shall form the basis on which a claim may be covered.

1. **ACCIDENT** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

2. **ANY ONE DISABILITY OR HOSPITALISATION** shall mean all of the periods of disability or hospitalisation arising from the same cause including any and all complications there from except that if the Insured or Insured Person completely recovers and remain free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the disability for at least twelve (12) consecutive months following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

   Benefits payable in respect of expenses incurred for Treatment provided to the Insured or Insured Person during the Period of Insurance shall be limited to maximum limit per one disability as stated in the Schedule of Benefits irrespective of the several types of Disability treated in a single admission.

3. **BODILY INJURY OR INJURY** shall mean physical harm which:
   (a) is sustained while the Policy of Insurance is in force,
   (b) is caused solely by external, violent and visible means and which is independent of any other cause, in particular independent of sickness, disease or any other naturally occurring condition or gradual deterioration, and
   (c) produces a visible contusion or wound on the exterior of the body except in the case of drowning or of internal physical harm revealed by an autopsy.

4. **CHILD OR CHILDREN** shall mean the Insured's unmarried children named as Insured Person in the Policy and unlimited number of children, who aged six (6) months but less than twenty-three (23) years of age and who are primarily dependent on the Insured for support and maintenance. Children's coverage is 50% of Adult's coverage.

   The word **"Child or children"** shall mean the Insured's acknowledged biological children, step-children, legally adopted or foster children, provided such children are primarily dependent upon the Insured for support and maintenance.

5. **DISABILITY** shall mean, in this Policy, bodily injury or injury, of which the entire Injuries are arising out of single or continuous series of causes.

6. **EFFECTIVE DATE** shall mean the date from which the insurance coverage under this Policy becomes effective as specified in the Policy Schedule.

7. **ENDORSEMENT** shall mean a written alteration or addition to the information, terms, conditions or warranties of this Policy.

8. **HOSPITAL** shall mean only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as bed-paying patients which:-
   (a) has facilities for diagnosis and major surgery,
   (b) provides 24-hour a day nursing services by registered and graduate nurses,
   (c) is under the supervision of a Physician, and
   (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or infirmed, or similar establishment.

9. **HOSPITALISATION** shall mean admission to a Hospital as a registered in-patient for Medically Necessary treatments for a covered Disability and a minimum period of twenty four hours (24) recommendation of a physician. A patient shall not be considered as an in-patient if the patient does not physically stay in the hospital for the whole period of confinement. Confinement shall be evidenced by a daily room/room & board charged by the Hospital.

10. **INSURED PERSON/YOU/YOUR** shall mean the person described and insured in the **Policy Schedule** including his/her Dependant (if applicable), who is aged between eighteen (18) years and seventy (70) years of age (inclusive), and for renewal up to seventy five (75) years old. Here insured shall mean Malaysian with a valid NRIC number

11. **INTENSIVE CARE UNIT (ICU) OR CRITICAL CARE UNIT (CCU)** shall mean a section within a Hospital which is designated as an Intensive Care Unit (ICU) or Critical Care Unit (CCU) by the Hospital, and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

12. **MALAYSIAN GOVERNMENT HOSPITAL** shall mean a hospital which charges of services are subject to the Fee Act 1951 Fees (Medical) Order 1982 and/or its subsequent amendments if any, and exclude privatised or corporatised government hospital.

13. **MEDICAL PRACTITIONER/PHYSICIAN** shall mean a person qualified, registered and licensed to practice western medicine, by the appropriate health authority/medical council/professional body and who, in rendering such treatment, is practising within the area and scope of his/her licensing and training of medical practice, provided that the **Medical Practitioner/Physician** is not **You** or the **Insured Person(s)**.

14. **MEDICALLY NECESSARY** shall mean a medical service which is:-
    (a) consistent with the diagnosis and customary medical treatment for a covered Disability,
    (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits,
    (c) not for the convenience of the Insured, the Insured Person or the Physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient),
    (d) not of an experimental, investigational or research nature, preventive or screening nature, and
    (e) for which the charges are fair and reasonable and customary for the Disability.

15. **PERIOD OF INSURANCE** shall mean the duration of the Policy as stated in the **Policy Schedule**.

16. **POLICYHOLDER/INSURED** shall mean an Insured which includes a person or a corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Persons in this Policy.

17. **POLICY SCHEDULE** shall mean a schedule containing the Insured's and Your details, sum insured and Period of Insurance. The Policy Schedule forms part of the Policy.

18. **PRE-EXISTING CONDITION** shall mean disabilities that the Insured Person has reasonable knowledge of. An Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-
    (a) the Insured Person had received or is receiving treatment;
    (b) medical advice, diagnosis, care or treatment has been recommended;
    (c) clear and distinct symptoms are or were evident; or
    (d) its existence would have been apparent to a reasonable person in the circumstances.

19. **PUBLIC CONVEYANCE** shall mean any Scheduled Flight, or any land or water conveyance which is duly licensed for the transportation of fare-paying passengers and shall exclude any private hire or rental vehicle or any conveyance operated for the purpose of sightseeing or tour.

    "Scheduled Flight" means any one of the following:
    (a) A flight on an Airline over a scheduled route,
    (b) An additional flight operated by an Airline to meet demands over a scheduled route,
    (c) A chartered flight on an Airline for which tickets are issued through appointed agents and available to the public at large.

20. **RENEWAL OR RENEWED POLICY** shall mean a Policy which has been renewed without any lapse of time upon expiry of a preceding Policy with the same content.

21. **SPOUSE** shall mean the Insured's one (1) legal husband/wife named as Insured Person in the Policy unless legally separated from the Insured, who aged between eighteen (18) years and seventy (70) years of age (inclusive), for renewal up to seventy-five (75) years old.

22. **SUM INSURED** shall mean the amount of insurance benefit limits as stated in the Schedule of Benefits. The Original Sum Insured shall mean the amount of insurance benefit limits as stated in the Schedule of Benefits when the Policy first commenced.

23. **THEFT AND SNATCH** shall mean a criminal act officially reported to the police of stealing, violent wrongful taking and carrying away of the Insured or Insured Person's goods or property or forcefully stealing from the Insured or Insured Person in a public place employing rob-and-run tactics. A police report is required as evidence for claim.

24. **TOTAL PERMANENT DISABILITY** shall mean the Insured has become permanently, totally and irreversibly disabled or suffers from dismemberment of limb(s) as a result of an accident. This is defined as one of the following:
    (a) The Insured is totally and permanently unable to do or engage in any work, occupation or profession to earn or obtain any wages, compensation or profit and provided that such disability must have lasted for not less than six (6) months consecutively in duration.
    (b) The Insured, irrespective of age or earning ability, suffers from any of the following losses:
        (i) Total and irrecoverable loss of sight of both eyes; or
        (ii) Loss by complete severance of two (2) limbs at or above the wrist or ankle; or
        (iii) Total and irrecoverable loss of sight of one eye and loss by complete severance of one (1) limb at or above the wrist or ankle.

    In the event the Insured becomes totally and permanently disabled before attaining sixteenth (16^{th}) birthday or after attaining seventieth (70^{th}) birthday or is retired, only definition 24 (b) is applicable.

25. **WE/OUR/US/THE COMPANY** shall mean **PACIFIC & ORIENT INSURANCE CO. BERHAD**.

26. **YOU/YOUR/THE INSURED** shall mean the corporate body or individual to whom the Policy has been issued in respect of the **Insured Person**.

BENEFITS

We agree to cover You for death, injury and/or any loss or damage up to the amount stated in the **Policy Schedule** or **Endorsement** subject to the conditions, exclusions and limitations contained in this Policy. **Notwithstanding anything stated herein, the actual scope or table of Benefits payable are stated in the Policy Schedule or Endorsement hereto.**

We will pay the appropriate and relevant Benefit if You are hospitalised or undergoes treatment with a Physician due to covered Disability within forty-eight (48) hours after the accident happened.

CORE BENEFITS

1. **Accidental Death Benefit**

   When the Accident results in Death of the Insured or Insured Person occurring within twelve (12) months of the accident, the Company will pay:

   (a) One hundred percent (100%) of the lump sum cash as specified in the Policy, or

   (b) Fifty percent (50%) of the lump sum cash as specified in the Policy, if Accidental Total Permanent Disability Benefit has been claimed, less any indebtedness against the Policy.

   The aggregate of all percentages payable in respect of lifetime limit of the Insured or Insured Person shall not exceed 100% of the Policy. In the event a total of 100% is paid, all coverage hereunder shall immediately cease to be in force.

2. **Accidental Total Permanent Disability Benefit**

   Lump sum cash as specified in the Policy, less any indebtedness against the Policy, shall be paid when the Accident results in Total Permanent Disability of the Insured or Insured Person occurring within twelve (12) months of the accident.

   For Total Permanent Disability, two (2) medical examiners of the Company must be of the opinion that the Insured or Insured Person's disability comes within the definition of total and permanent disability as defined above.

3. **Funeral Expenses Benefit**

   A lump sum cash, if applicable and as specified in the Policy, less any indebtedness against the Policy, shall be paid when the Accident results in Death of the Insured or Insured Person occurring within twelve (12) months from date of the accident.

4. **Renewal Bonus**

   Upon renewal of this Policy, the Sum Insured under CORE BENEFITS and ADD-ON BENEFITS as specified in the Policy shall be increased by 10% of the original Sum Insured, up to a maximum of 50% of the original Sum Insured, if the Policy has been continuously renewed without having lapsed.

   If the above criteria is not satisfied, any accumulated increased Sum Insured will then revert to the original Sum Insured as stated in the Policy.

   Upon renewal of this Policy, the Sum Insured under CORE BENEFITS and ADD-ON BENEFITS as specified in the Policy shall be increased by 10% of the original Sum Insured, up to a maximum of 50% of the original Sum Insured, if:

   (a) no claim has been made during the policy year immediately preceding the Period of Insurance, and
   (b) the Policy has been continuously renewed without having lapsed.

   If either one of the above criteria is not satisfied, any accumulated increased Sum Insured will then be reverted to the original Sum Insured as stated in the Policy.

ADD-ON BENEFITS

1. **Accidental Hospitalisation in ICU Benefit**

   Additional lump sum cash as specified in the Policy, less any indebtedness against the Policy, shall be paid once per policy year when the Accident results in You being confined in an Intensive Care Unit (ICU) or Critical Care Unit (CCU) of a Hospital as a registered in-patient within forty-eight (48) hours of the accident.

2. **Public Conveyance Accidental Death Benefit**

   Additional lump sum cash as specified in the Policy, less any indebtedness against the Policy, shall be paid when the Accident arises out of or in connection with You traveling as a fare-paying passenger in a Public Conveyance and results in Death occurring within twelve (12) months from date of the accident.

3. **Emergency Cash Upon Accidental Hospitalisation Benefit**

   An emergency cash as specified in the Policy, less any indebtedness against the Policy, shall be paid once per policy year when the Accident results in You being admitted into a Hospital as a registered In-patient within forty-eight (48) hours of the accident.

4. **Theft And Snatch Accidental Hospitalisation Benefit**

   Additional lump sum cash as specified in the Policy, less any indebtedness against the Policy, shall be paid when You suffer Bodily Injury as a Theft and Snatch victim and results in You being admitted in a Hospital as a registered In-patient within forty-eight (48) hours of the accident.

   The Theft and Snatch accident must have been reported to the police immediately and in any case not more than twenty-four (24) hours upon discharged from the Hospital. The occurrence of the accident and the claim must be supported by the corresponding police report and the Hospital discharge form.

EXCLUSIONS

We will not be liable for claims directly or indirectly caused by or which results from:

1. The Insured or Insured Person engaging in or taking part in:
   (a) Armed forces, naval or air force service or operations;
   (b) Professional sports, winter sports other than skating;

(c) Rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping, parachuting or any kind of race other than on foot;
(d) Air travel except as a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports;
(e) Criminal act or any illegal activities.

2. The Insured or Insured Person being affected by alcohol or drug unless the drug is taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug addiction.

3. Provoked murder or assault, intentional self-injury, suicide or attempted suicide or any attempt thereat while sane or insane. Any pre-plan act by the Insured Person or any parties for the purpose of getting the benefits payout.

4. Pregnancy, childbirth or pre-existing physical or mental defect or infirmity.

5. Pre–existing physical defect, physical deformity in any way such as limping or require walking or hearing aids that existed prior to the inception of the Policy and also any further injury to the pre-existing physical defect or deformity.

6. Deliberate exposure to exceptional danger (except in an attempt to save human life).

7. Human Immunodeficiency Syndrome (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however caused and/ or any mutant derivatives, variations or treatment thereof however caused.

8. Direct participation in riot or civil commotion, invasion, acts of foreign enemies, hostilities (whether war be declared or not) rebellion, revolution, insurrection or military or usurped power.

9. Ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

10. War, civil war - whether declared or not.

11. Any act of terrorism.

12. Riding a motorcycle without a valid driving license.

13. Driving without a valid driving license.

14. Epidemic and/or pandemic.

15. By bacterial infections.

16. Any form of disease including all pre-existing illness or condition, as defined, infection or parasites.

17. The Company shall not be liable for claims arising from the Insured Person's employment if the Insured Person is directly or indirectly involved in any of the occupations/duties mentioned hereunder. However, benefits under this Policy shall be payable where hospitalisation due to accident arises from normal private and social activities outside the scope of the Insured Person's employment.
Excluded occupations : Professional Cash Carriers, Dispatch or Delivery Riders, Divers, Racing Drivers, Jockeys, Aircraft Testers, Pilots or Crews, Stevedores, Explosive handlers, Engaged in demolition of building, Underground tunnelling and Mining, War Correspondents, Sawyers, Oil Rig Workers, Timber Logging Workers, Firemen, Seamen and Sea Fishermen, Woodworking Machinist, Persons in Martial Arts, Boxers and Wrestlers, Person engaged in Ambulance Service, Steeplejacks, Policemen or Army/Military Officers or Law enforcement officers (except for involve in administrative works).

CONDITIONS AND SPECIAL PROVISIONS

1. The insurance cover shall not commence until the premium has been actually paid to and accepted by the Company prior to the happening of any accident likely to give rise to a claim under this Policy. This Policy shall be of no effect if the premium is not received. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by a duly authorised representative of the Company shall have been issued therefor.
2. All notices required to be given by the Insured or Insured Person to the Company must be in writing addressed to the nearest Local Branch or Agency of the Company and no alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initiated by an authorised representative of the Company.
3. The Company shall at its sole discretion be at liberty to cancel this Policy at any time by giving fourteen (14) days notice to the Insured or Insured Person by Registered Letter at the Insured's or Insured Person's address at last known to the Company, provided that the Company shall in that event on demand return to the Insured or Insured Person a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled at any time by the Insured or Insured Person on fourteen (14) days notice to the Company and in such event the Insured or Insured Person shall be entitled to a return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force during the current period of insurance.
4. The Insured or Insured Person shall give immediate notice to the Company of any change of address or occupation, pursuits or any injury, disease, physical defect or infirmity by which the Insured or Insured Person has become affected and also notice of any other insurance (excepting Coupon or in connection with a Motor Insurance Policy) affected against accident or incapacity.
5. The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured or Insured Person as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the Insured or Insured Person (or of the Insured's or Insured Person's legal personal representatives) alone shall be an effectual discharge.

6. If the proposal or declaration of the Insured or Insured Person is untrue or misleading 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 omission or if any claim shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any these cases this Policy shall be void and all benefits therein shall be null and void and forfeited. The issuance of any Policy or Certificate shall not be deemed to be a waiver on the part of the Company of any misstatement, misrepresentation or suppression or omission by the Insured in applying for and/or obtaining of the Policy.

7. Upon the happening of any accident likely to give rise to a claim under this Policy, the Insured or Insured Person shall within 14 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 procure and act on proper medical or surgical advice.

   The Insured or Insured Person (or the Insured's or Insured Person's legal representatives) shall at the expense of the Insured or Insured Person furnish to the Company all such certificates information and evidence as may be required by the Company, and the Insured or Insured Person shall whenever reasonably required to do so submit it to medical examination on behalf to the Company. In the event of the death of the Insured or Insured Person, the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

8. 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 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 precent to any right of action against the Company as regards any dispute regarding the amount of the Company's liability under this Policy.

9. If the Company shall disclaim liability to the Insured or Insured Person (or to the Insured's or Insured Person's legal representatives) for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

10. The due observance and fulfilment of the Terms, Provisions, Conditions, Clause and Endorsement of this Policy, in so far as they relate to anything to be done or complied with by the Insured or Insured Person (or the Insured's or Insured Person's legal 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 terms, provisions and conditions in this Policy shall invalidate all claims hereunder.

11. The Master Policy and the Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Master Policy or of the Policy shall bear such meaning wherever it may appear.

12. If there is any conflict or inconsistency between any of the contents of this document and the contents of a version of this same document issued or printed in any other language, the contents of this document issued and printed in the English language shall prevail.

13. **PREMIUM WARRANTY (applicable for group policy)**
    It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer 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 insurer shall be entitled to the pro-rate 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 insurer, the payment shall be deemed to be received by the insurer for the purpose 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 insurer.

14. **DISAPPEARANCE**
    Notwithstanding anything contained herein to the contrary, it is agreed and understood that if after a period of one year has elapsed from the reported disappearance of an Insured Person, and the Company having examined all evidence available shall have no reason to suppose other than that an accident has occurred, the disappearance of an Insured Person 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 the Insured Person is found to be living, any sums paid by the Company in settlement of claim shall be refunded to the Company.

15. **EXPOSURE**
    Notwithstanding anything contained herein to the contrary, it is hereby agreed and understood that this Policy extends to cover death expressly insured herein caused by exposure to the elements as a result of an accident covered hereunder, provided that in the event of Death of Insured Person which is caused by exposure to the elements, that this Death is subject to a properly constituted Judicial Body Enquiry by which it is found that the Insured Person died of exposure as a result of an accident.

16. **PREVIOUS DISABILITY**
    If as a consequence of the Accident the Insured 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").

17. **DUTY OF DISCLOSURE**
    Where you have applied for this insurance wholly for the 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 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.

18. **SANCTION LIMITATION AND EXCLUSION CLAUSE**

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.

19. **COOLING-OFF PERIOD**
If the Policy shall have been issued and received by the Insured or Insured Person, and for any reason whatsoever the Insured or Insured Person shall decide not to take up the Policy, the Insured or Insured Person may return the Policy to the Company for cancellation provided such request for cancellation is delivered by the Insured or Insured Person to the Company within fifteen (15 days) from the date of received the Policy. The Insured or Insured Person is entitled to the return of full premium paid provided there is no claim incurred on the Policy. In the event of a claim(s) has been made, no refund of premium shall be payable.

20. **NON-PAYMENT OF PREMIUM**
A Grace Period of sixty (60) days from its due date (inclusive) will be allowed for payment of each premium due. If any premium remains unpaid at the end of its Grace Period, the Policy shall automatically terminate at the expiration of the grace period, and shall not provide any Policy coverage and/or benefit.

21. **NON-GUARANTEED PREMIUM**
The premiums are not guaranteed and may be revised by the Company upon renewal of the Policy. The Company will advise the Insured of the change in writing at least thirty (30) days prior to the Policy anniversary.

22. **AUTOMATIC TERMINATION**
The Policy shall automatically terminate on the earliest happening of the following events:
(a) on the date the Policy is cancelled;
(b) on the date claim is made on one hundred percent (100%) of Death or Total Permanent Disability;
(c) on the next renewal date or premium due date, whichever earlier, if the required premium is not paid within sixty (60 days) from Policy expire date; or
(d) on the next renewal date if the Insured Person attains the maximum age limit.

23. **NOMINATION**
Nomination shall mean the process of the Insured appointing individual(s) to receive the Insurance benefits in the event of the death of the Insured or Insured Person at any time after the Policy has been in-forced. Nomination is conditional and revocable by the Insured at any point of Insurance tenure and shall only take effect from the date We receive the written notice. Nominee shall mean the person appointed to receive the Insurance benefits either as beneficiary (intended recipient) or as executor. Payment of Insurance benefits will be made in accordance to the Financial Services Act 2013.

24. **SHORT PERIOD RATES**

Period not exceeding:	Refund of Annual Premium
15 days	90% (applicable for renewal only)
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
Period exceeding 11 months	No refund

25. **CORONAVIRUS (COVID-19) EXCLUSION CLAUSE**
Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of Coronavirus (COVID-19) including any mutation or variation thereof, including any fear or threat thereof, whether actual or perceived.

26. **INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC (AMENDED LMA5500) CLAUSE**
(a) This insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of Internation Concern (PHEIC) by the World Health Organisation (WHO).
(b) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of such declaration(s).
(c) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
(d) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

27. **TERRORISM EXCLUSION CLAUSE (Worldwide Coverage) (NMA 2919)**
The Insurance provided under this Policy shall not cover the Insured or Insured Person in respect of injury, death and permanent disablement which may be sustained as a result of terrorism involve the utilisation of nuclear, chemical or biological weapons of mass destruction, whether done separately or as a combined series of acts.
For the purpose of this clause:
(a) Terrorism means an act(s) of any person(s), 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 is not 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 governments(s).
(b) Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or devise 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.

(c) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

(d) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

28. **CYBER LOSS ABSOLUTE EXCLUSION CLAUSE (IUA 09-081)**

(a) Notwithstanding any provision to the contrary within this contract, this Policy excludes any Cyber Loss.

(b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
   (i) the use or operation of any Computer System or Computer Network;
   (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
   (iii) access to, processing, transmission, storage or use of any Data;
   (iv) inability to access, process, transmit, store or use any Data;
   (v) any threat of or any hoax relating to i) to iv) above;
   (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.

(c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

(d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

(e) Data means information used, accessed, processed, transmitted or stored by a Computer System.