



ace insurance

ACE GROUP PERSONAL ACCIDENT POLICY

ACE SYNERGY INSURANCE BERHAD (hereinafter called the Company) hereby agrees with the Insured named in the Policy Schedule to insure those persons described in the Schedule of Insured Persons (each hereinafter called the Insured Person) in consideration of the premiums payable in advance and subject to all Terms, Exclusions and Provision herein contained.

If during any period of insurance, an Insured Person sustains accidental bodily injury (hereinafter called Injury) which directly and independently of any other causes result in the Death, Disablement of the Insured Person or Medical Expenses, within the time limits provided, the Company will pay the Insured the Benefits to the extent specified in the Schedule of Insured Persons.

Provided that this policy shall not be operative unless the said Policy Schedules are attached and countersigned by an authorised representative of the Company.

For the Company

Authorised Representative

TABLE OF BENEFITS

Loss Events	Compensation Payable % of capital sum stated in the Schedule
A. DEATH	100%
B. PERMANENT DISABILITY	
1. Permanent Total Disablement	100%
2. Permanent & Total Paralysis of All Limbs	100%
3. Loss of or Permanent Total Loss of both Hands or Feet	100%
4. Loss of or Permanent Total Loss of one Hand or one Foot	100%
5. Permanent Total Loss of Entire Sight of one Eye or both Eyes	100%
6. Total and Permanent Loss of Speech and Hearing	100%
7. Total and Permanent Loss of Hearing in	
a. both ears	75%
b. one ear	25%
8. Total and Permanent Loss of Speech	50%
9. Total and Permanent Loss of Lens of one Eye	50%
10. Loss of or Permanent Total Loss of use of One Thumb	
a. both right phalanges	30%
b. one right phalanx	15%
c. both left phalanges	25%
d. one left phalanx	10%
11. Loss of or Permanent Total Loss of Four Fingers and Thumb of	
a. right hand	70%

	b.	left hand	50%
12.	Loss of or Permanent Total Loss of Use of Four Fingers of		
	a.	right hand	40%
	b.	left hand	40%
13.	Loss of or Permanent Total Loss of Use of Use of Fingers		
	a.	three right phalanges – index finger	10%
		three right phalanges – middle finger	10%
		three right phalanges – ring finger	10%
		three right phalanges – little finger	10%
	b.	two right phalanges – index finger	8%
		two right phalanges – middle finger	7.5%
		two right phalanges – ring finger	7.5%
		two right phalanges – little finger	7.5%
	c.	one right phalanx – index finger	5%
		one right phalanx – middle finger	5%
		one right phalanx – ring finger	5%
		one right phalanx – little finger	5%
	d.	three left phalanges – index finger	10%
		three left phalanges – middle finger	7.5%
		three left phalanges – ring	7.5%
		three left phalanges – little finger	7.5%
	e.	two left phalanges – index finger	8%
		two left phalanges – middle finger	5%
		two left phalanges – ring finger	5%
		two left phalanges – little finger	5%
	f.	one left phalanx – index finger	4%
		one left phalanx – middle finger	2%
		one left phalanx – ring finger	2%
		one left phalanx – little finger	2%
14.	Loss of or Permanent Total Loss of Use of Toes		
	a.	all of one foot	15%
	b.	great, both phalanges	5%
	c.	great, one phalanx	3%
15.	Other permanent disablements not specified		

the Company will adopt a percentage that is consistent with the above scale without reference to the Insured Person's occupation.

C.	MEDICAL EXPENSE REIMBURSEMENT	up to the limits specified in the Schedule
D.	ACCIDENT HOSPITAL INCOME	up to the limits specified in the Schedule
E.	FUNERAL EXPENSES	up to the limits specified in the Schedule

PROVISIONS :

1. Permanent Total Loss of use of a member shall be treated as Loss of the member.
2. The aggregate of all compensation payable under Benefits A to B shall not exceed the capital sum stated in the Schedule for any one accident.
3. If compensation is payable for Loss of or Loss of use of a whole member of the body, then compensations for parts of that member cannot also be claimed.
4. Compensation under Benefits A and B are payable only if the Loss event occurs within 365 days of the covered accident causing the injury.
5. Compensation under Benefit C shall be payable within 365 days of the accident provided that the first expense is incurred within 30 days from the date of the accident.

6. For Benefit D, Hospital Confinement must occur within thirty (30) days of the accident which results in Bodily Injury. Successive period of hospital confinement due to the same or related cause shall be considered as one accident unless separated by at least twelve (12) consecutive months during which the Insured Person is not confined in a hospital and no benefit shall be payable for hospital stay that is less than one day (24 hours).
7. Compensation under Benefit E shall be payable in the event of accidental death of the Insured Person.

DEFINITIONS

1. **"Permanent"** as used in respect to disablement shall mean disability that last more than three hundred and sixty five (365) days following which there is no hope of improvement.
2. **"Permanent Total Disablement"** shall mean disablement lasting at least three hundred and sixty five (365) consecutive days, and which will, in all probability, entirely prevent the Insured Person from engaging in any occupation for which he/she is capable by reason of education, training or experience for the remainder of his or her life and which is beyond hope of improvement.
3. **"Medical Expenses"** shall mean reasonable and customary expenses incurred for medical and surgical treatment by a legally qualified medical practitioner which is necessitated by accidental injury.
4. **"Accident Hospital Income"** shall mean, if as a result of Bodily Injury, the Insured Person is necessarily confined in a Hospital, the Company will pay the daily benefit stated in the Policy Schedule. The Daily Hospitalisation Benefit payable is calculated from the first day of hospitalisation and shall be payable for a maximum of 30 days for any one accident.
5. **"Funeral Expenses"** means the benefit payable in the event of Accidental Death of the Insured Person.

EXPOSURE AND DISAPPEARANCE

In the event the Insured Person is unavoidably exposed to the elements as a result of an accident and because of such exposure, suffers a loss for which a benefit is otherwise payable, such loss will be covered.

In the event the Insured Person disappears and after three hundred sixty five (365) days, it is reasonable to believe that such Insured Person has died as a result of Accidental Bodily Injury, the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong, such Death Benefit shall be refunded to the Company.

EXCLUSIONS

This insurance does not apply to any Injury directly or indirectly consequent upon :

1. Declared or undeclared war or any act of war.
2. Serving as a member of the police or armed forces of any country or international authority.
3. Suicide or any attempt thereof suicide pacts or agreement while sane or insane or any intentional self inflicted injury.
4. Illness, diseases, or any bacterial infection other than bacterial infection that is the direct result of accidental cut or wound.
5. Pregnancy, childbirth, or miscarriage.
6. The Insured Person engaging in aviation, other than as a fare-paying passenger in, boarding and alighting from any aircraft duly licensed for the regular transportation of passengers.
7. The Insured Person engaging in professional sports.
8. Illegal acts of an Insured Person or an Insured Person's executors, administrators, legal heirs or personal representatives.

GENERAL CONDITIONS

1. **Entire Contract, Changes :** The Policy including endorsements and attached papers, if any constitutes the entire contract of insurance. No change in this Policy shall be valid unless approved by an authorised representative of the Company and such approval endorsed hereon or attached hereto. No agent has the authority to change this Policy or to waive any of its Provisions.
2. **Interpretation :** This Policy, including the Policy Schedule and endorsements, amendments and attached papers, if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached shall, unless the context otherwise requires, bear that specific meaning wherever it may appear.
3. **Maintenance of Records and Examination :** The Insured shall maintain record of the Insured Persons showing in respect to each the essential particulars of this insurance. The Company shall have the right to examine these records at any time during the policy term and within three years after the expiration of this Policy or until adjustment and settlement of all claims hereunder, whichever is later.
4. **Addition of Insured Persons :** All persons added to the groups or classes described in the Schedule of Insured Persons shall be automatically insured under this Policy, unless the Insured Persons are specifically named. In such event the additions will be evidenced by an endorsement. Premium will be charged on a pro-rata basis for all new Insured Person added to this Policy after the Effective Date or premium due date.
5. **Termination of Insured Persons :** Insurance shall automatically terminate in respect to any one Insured Person,
 - a) upon the subsequent anniversary date of this Policy following the Insured Person attaining age seventy (70) years old.
 - b) Upon the Insured Persons no longer being a part of the Group for which this Policy is issued.
6. **Change in Insured's business :** The insured shall give immediate notice of any alteration in the Insured's business.
7. **Claims :** On the happening of any accident likely to give rise to a claim under this Policy, written notice shall be given to the Company as soon as possible and, in any event, within thirty days after the date of Injury. The Insured shall, at its own expense, furnish to the Company such certificates, information and evidence as the Company may, from time to time require in the form prescribed by the Company. The Company shall also be allowed, at its own expense, to require the Insured Person to attend medical examinations when and as often as it may be reasonable during the pendency of a claim hereunder and to have an autopsy performed in case of death where it is not forbidden by law.
Failure to notify the Company within the time limit prescribed shall not invalidate the claim if it can be shown to the Company's satisfaction that it was not reasonable to give such proof within the prescribed time limit.
8. **Payment of Claims :** Benefits payable under this Policy shall be paid to the Insured named in the Policy.
9. **Fraudulent Claim :** If any claim under this contract shall be in any respect fraudulent means or devices, shall be used by the Insured or anyone acting on the Insured 's behalf' or by an Insured Person 's legal representatives shall obtain benefit under this contract, the Company shall be under no liability in respect of such claims.
10. **Observance of Terms and Condition :** The due observance and fulfillment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Person or insured Person's legal representatives shall be a condition precedent to the liability of the Company to make any payment under this contract.
11. **Interest :** No sum payable under this contract shall carry interest.
12. **Cancellation by The Company :** The Company may cancel this policy at any time by giving 30 days notice in writing delivered to the Insured or mailed to his last address notified to the Company. In the event of such cancellation, the Company will return promptly the pro-rata unearned portion of any premium paid. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.
13. **Cancellation by The Insured :** The Insured may cancel this Policy at any time by written notice delivered or mailed to the Company, effective upon receipt on such later date as may be specified. In the event of such cancellation, the Company will promptly return the unearned portion of any premium actually paid. The unearned premium shall be computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium at the time the cancellation is effected.

PERCENTAGE OF ANNUAL PREMIUM

2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

Cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

14. **Jurisdiction :** The Company shall in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this.
15. **Governing Law :** This Policy shall be governed by and interpreted in accordance with Malaysian Law.
16. **Geographical Limits :** Such insurance as is afforded under this Policy shall apply 24 hours a day anywhere in the world unless otherwise endorsed or amended.
17. **Arbitration :** All differences arising out of the 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 the 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. The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of Benefit if disputed, shall be first obtained.

EXTENDED CLAUSES

1. Automatic Addition & Deletion Clause

This Policy provides for the automatic addition of new insured persons on joining the Insured's employment for an amount of sum insured not exceeding the amount in accordance with the schedule attached to this policy and the automatic deletion of existing insured persons on leaving the Insured's employment.

It is further declared and agreed that the Insured shall undertake to declare to the Company the number of employees at the end of each period of insurance for premium adjustment.

Subject otherwise to the terms, exceptions and conditions of this policy.

2. Terrorism Extension

It is declared and agreed that this Policy is extended to cover the Insured Person against accidental death and permanent disablement arising from terrorism acts but shall not cover any act of nuclear, chemical or biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

"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 this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious 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.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

3. Disappearance & Exposure Clause

Notwithstanding anything contained herein to the contrary, it is agreed that if after a period of one year has elapsed then, the Insurers having examined all evidence available and have no reasons to suppose other than an accident has occurred, the disappearance of the insured person shall be considered to constitute a claim under this Policy. Provided that if at any time after payment has been made, the insured person is found to be living, any sums paid by the insurers in settlement of claim shall be refunded to them.

It is further declared and agreed that injuries resulting from exposure to the elements arising solely and directly out of an accident covered hereunder shall be considered to constitute a claim under this Policy.

4. Motor-cycling Clause

In consideration of the payment by the Insured of an additional premium, it is hereby declared and agreed that this Policy extends to cover the Insured motor-cycling (whether as passenger or as driver) for private or business purposes provided always that the company shall not be liable for any claims arising out of racing pacemaking or participation of the Insured in any contest reliability or other trails.

Subject otherwise to the terms, conditions and exception of this Policy.

5. Loss Notification Clause

Notwithstanding anything contained herein to the contrary, it is agreed that notification to the Insurers by the Insured's Brokers of any circumstances or events giving rise or likely to give rise to claim under this Policy shall be deemed sufficient notification.

Provided always that such notification is given as soon as practicable upon such occurrence coming to the knowledge of the Insured.

6. **Strike, Riot & Civil Commotion Clause**
Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy extends to cover Death or Disablement as within defined directly or indirectly caused by Strike, Riot & Civil Commotion, provided always that this extension shall not apply whilst the Insured is taking part in any such disturbance.

Subject otherwise to the terms, conditions and exceptions of the Policy.
7. **Amateur Sports Clause**
It is hereby declared and agreed that this Policy is extended to cover the Insured whilst engaged in Amateur Sports including scuba diving, horse riding, martial arts, jungle trekking, mountaineering, underwater sports using breathing apparatus, winter sports and all forms of water sports.
8. **Hijacking Clause**
It is declared and agreed that subject otherwise to its term, exception and condition, this policy shall extend to cover death and bodily injury occasioned by hijacking not incidental to war whether declared or undeclared, invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military or usurped power.
9. **Helicopter and Unscheduled Air-Travel**
It is hereby declared and agreed that this Policy extends to cover the Insured while engaged in any helicopter and unscheduled air-travel as a passenger in a civil aircraft.
10. **Unprovoked Murder & Assault Clause**
It is hereby declared and agreed that this Policy is deemed to be extended to cover accidental death and disablement arising from unprovoked murder and assault.
11. **Snake and Insect Bites Clause**
It is hereby declared and agreed that this Policy is extended to cover the Insured against snake and insect bites.
12. **Drowning, Gas Inhalation, Poisoning & Rafting Clause**
It is hereby declared and agreed that this Policy extends to indemnify the insured in respect of claims for death or permanent disablement due to drowning, gas inhalation, poisoning and rafting.
13. **Kidnapping and Hunting Clause**
It is hereby declared and agreed that this Policy extends to indemnify the Insured in respect of claims for death as a result of kidnapping and hunting.
14. **Social Sporting Clause**
It is hereby declared and agreed that this Policy is extended to cover the Insured whilst engaged in Social Sporting Activities.
15. **Intoxicating Liquor Clause**
It is hereby declared and agreed that this Policy extends to cover death or bodily injury as a result of intoxication by liquor but exclude liability when the Insured Person is driving whilst intoxicated.



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This policy is underwritten by
ACE SYNERGY INSURANCE BERHAD (364935-P)