

GROUP PERSONAL ACCIDENT INSURANCE POLICY

Whereas the Insured (following the profession or occupation) stated in the Schedule & being desirous of insuring the persons (hereinafter called the Insured Persons) in the manner described in the Schedule has made a proposal and signed a declaration which together with any other statements in writing to be made and incorporated herein and has paid to JERNEH INSURANCE BERHAD (9827-A) (hereinafter called "the Company") the premium as consideration for this insurance.

Now this Policy of Insurance witnesseth that if during the Period of Insurance any of the Insured Persons shall sustain bodily injury which injury shall solely and independently of any other cause result in the Insured Persons' death or disablement as hereinafter defined the Company will subject to the terms exclusions provisos and conditions of and endorsed on this Policy pay to the Insured the sum or sums of money specified in the Table of Compensation in accordance with the Scale of Benefits allocated to the Insured Persons in the Schedule and the receipt of the Insured shall in all respects be an effective discharge to the Company.

EXCLUSIONS

The Policy does not cover:

1. Death or Disablement or any other loss caused directly or indirectly:
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising;
 - (b) insanity, suicide or any attempt thereof, intentional self-inflicted injury or any attempt thereof;
 - (c) venereal disease, infection or parasites;
 - (d) intoxication by alcohol or drugs;
 - (e) childbirth, miscarriage, pregnancy or any complications thereof;
 - (f) provoked murder or provoked assault.
 - (g)
 - (i) death injury illness charges or expenses of the Insured Person
 - (ii) provide any indemnity against liability of the Insured attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS and / or any mutant derivatives or variations thereof.
2. Death or Disablement or any other loss sustained by the Insured Person:-
 - (a) while operating or riding a two-wheeled motor vehicle;
 - (b) while travelling 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 Insured Persons would not be covered if involved in any technical operation or navigation whilst in the aircraft;
 - (c) while committing or attempting to commit any unlawful act; directly or indirectly involved in illegal activities.
3. Death or Disablement or any other loss consequent upon the Insured person engaging in hunting, mountaineering, ice-hockey, polo playing, steeplechasing, winter sports, yachting, water-ski jumping, under-water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power.
4. Death or Disablement directly or indirectly caused by or contributed to by or arising from:-
 - (a) ionising radiation or contamination by radioactivity 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.
 - (b) nuclear weapons material
5. Death or Disablement or any other loss consequent upon the Insured Person engaging in racing of any kind (other than on foot).

IMPORTANT NOTICE

This Policy with its conditions should be carefully examined and in the event of any correction being found necessary, should be communicated to the Company at once.

Notice of every accident whether a claim is anticipated or not under this Policy should be given immediately to the nearest office of the Company.

COVERAGE

Bodily Injury caused by violent, accidental, external and visible means, which injury shall solely and independently of any other cause result in the following losses, benefit of which is payable as specified in the Schedule:-

- A. **Death** occurring within twelve calendar months of bodily injury;
- B. **Permanent Disablement** occurring within twelve calendar months of bodily injury. The percentages are as stated in Scale I / Scale II under the Table of Benefits;
- C.1. **Total Disablement** temporarily from engaging in or giving attention to profession or occupation;
- C.2. **Partial Disablement** temporarily from engaging in or giving attention to profession or occupation;
- D. **Medical And Surgical Treatment** for such injury in respect of any one accident.

**Table of Benefits in respect of Permanent Disablement (Benefit B)
Specified in Schedule**

Description of Disablement	Percentage of the Sum Insured	
	Scale I	Scale II
Loss of two limbs	100%	100%
Loss of both hands, or of all fingers and both thumbs	100%	100%
Total loss of sight of both eyes	100%	100%
Total paralysis	100%	100%
Injuries resulting in being permanently bedridden	100%	100%
Any other injury causing permanent total disablement	100%	100%
Loss of arm at shoulder	100%	100%
Loss of arm between shoulder and elbow	100%	100%
Loss of arm at elbow	100%	100%
Loss of arm between elbow and wrist	100%	100%
Loss of hand at wrist	100%	100%
Loss of leg - at hip	100%	100%
- between knee and hip	100%	100%
- below knee	100%	100%
Eye: loss of - whole eye	100%	100%
- sight	Nil	50%
- sight, except perception of light	Nil	50%
- lens	Nil	50%
Loss of four fingers and thumb of one hand	Nil	50%
Loss of four fingers	Nil	40%
Loss of thumb	Nil	25%
- both phalanges	Nil	10%
- one phalanx	Nil	10%
Loss of index finger	Nil	8%
- three phalanges	Nil	4%
- two phalanges	Nil	6%
- one phalanx	Nil	4%
Loss of middle finger	Nil	2%
- three phalanges	Nil	5%
- two phalanges	Nil	4%
- one phalanx	Nil	2%
Loss of ring finger	Nil	4%
- three phalanges	Nil	3%
- two phalanges	Nil	2%
- one phalanx	Nil	4%
Loss of little finger	Nil	3%
- three phalanges	Nil	2%
- two phalanges	Nil	3%
- one phalanx	Nil	2%
Loss of metacarpals	Nil	3%
- first or second (additional)	Nil	3%
- third, fourth or fifth (additional)	Nil	2%
Loss of toes	Nil	15%
- all	Nil	5%
- great, both phalanges	Nil	5%
- great, one phalanx	Nil	2%
- Other than great, if more than one toe lost, each	Nil	1%
Total Loss of hearing	Nil	75%
- both ears	Nil	15%
- one ear	Nil	15%
Total Loss of speech	Nil	50%

PROVISOS

1. Compensation shall only be payable when the claim shall have been proved to the satisfaction of the Company.
2. Where the injury is not specified, the Company reserves the right to adapt a percentage of disablement under Scale II which in its opinion is not inconsistent with the provisions of Scale II.

3. Death of Disablement
 - (a) Permanent loss of use of member shall be treated as loss of member
 - (b) Loss of Speech shall mean total permanent inability to communicate verbally
 - (c) Unless otherwise agreed and endorsed hereon, compensation payable in respect of Death or Disablement occurring whilst a number of Insured Persons are to the Insured's knowledge travelling in the same conveyance shall be limited to a maximum of RM 5,000,000. In the event the aggregate exceeds the said amount, the Company shall settle the claims of the respective Insured Persons on a proportionate basis.
4. Total & Partial Disablement
 - (a) Compensation under Benefits C1 & C2 is only payable if such bodily injury shall within 20 days from the date of accident, wholly and continuously disable and prevent the Insured Person from performing his occupation.
 - (b) Total Disablement shall mean that the Insured Person is rendered completely incapable of attending to any part of his ordinary profession, business or occupation.
 - (c) Partial Disablement shall mean that the Insured Person is capable of attending to some portion of his profession, business or occupation.
 - (d) Compensation under Benefits C1 & C2, either separately or together shall not be payable in respect of any one Insured Person for a longer period than 104 weeks in respect of any one injury calculated from the date the Insured Person was first examined by a qualified Medical Practitioner.
5. Medical & Surgical Treatment

Compensation under Benefit D shall be payable only if such medical or surgical treatment is furnished to the Insured Person by a qualified Medical Practitioner within 2 years after the date of accident, provided that the first expense is incurred within 26 weeks after the date of accident.
6. The aggregate of all percentages payable in respect of any one accident to any one Insured Person shall not exceed 100%. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force in respect of that Insured Person. All other losses, smaller than 100%, if having been paid shall reduce the respective Insured Person's coverage under Benefits A and B by that amount from the date of accident until the expiration of the Policy.

CONDITIONS

1. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Head Office or any Branch office of the Company. No change in this Policy shall be valid unless approved by an Authorised Representative of the Company and such approval be endorsed hereon.
2. The due observance and the fulfillment of the terms provisions and conditions of this Policy by the Insured and each Insured Person in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company hereunder.
3. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe. The Insured Persons as often as required shall submit to medical examination on behalf of the Company at the Insured's own expense in respect of any alleged bodily injury. The Company shall in the event of the death of an Insured Person be entitled to have a post mortem examination at its own expense. The Insured Person shall as soon as possible after the occurrence of any injury obtain and follow the advice of a qualified medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.
4. The Insured shall give notice in writing to the Company of any change in the Insured's address or business or occupation or of the trade or occupation of any Insured Person or of the effecting by the Insured of other Accident Insurances in respect of the Insured Persons covered by this Policy and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any sickness disease physical defect or infirmity with which any Insured Person has become afflicted and of which the Insured or the Insured Person has become aware since the payment of the preceding premium.
5. During the course of the employment of the Insured Persons by the Insured the Insured shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.
6. It is agreed that the Insured Persons are between the ages of 16 and 65 years at the date of their inclusion in this insurance and that they are free from physical defect and are in normal health. This also applies at the date of each renewal.
7. In the case of bodily injury to which this Policy relates:
 - (a) the Insured Person shall procure and act upon medical or surgical advice as soon practicable;
 - (b) written notice must be given to the Company within twenty-one days of the date of the accident causing such injury.
8. In the event of Benefits being expressed as a proportion of annual salaries or wages:-
 - (a) It is agreed that the number of Employees (designated as the Insured Persons in the Schedule) and the Description of Trades or Occupations in the Schedule include the trades or occupations of all employees engaged by the Insured (except as otherwise stipulated by or agreed to by the Company) and the number of such Employees engaged in each specified trade or occupation as at the date of the inception of this Policy and the Insured shall give written notice to the Company of any change in these particulars without unnecessary delay and in any event within two weeks of the occurrence of such change.
 - (b) The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each period of insurance. The name of every such employee together with the amount of wages salaries and other earnings shall be duly recorded in a proper wages book. The Insured shall at all times allow the Company to inspect such book and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of insurance within one month from the expiry of such period of insurance.

9. The Company shall not be bound to accept any renewal of this Policy or to send any notification of the renewal premium becoming due. The Policy shall not be renewable in respect of any Insured Person after the end of the period of insurance during which such Insured Person attains the age of sixty-five years. The insurance effected by this Policy either in its entirety or in respect of any particular Insured Person may be cancelled by the Company at any time by seven day's notice by registered letter sent to the Insured at the Insurer's last known address provided that such cancellation shall be without prejudice to the rights of the Insured in respect of prior injury to any Insured Person. By like notice to the Company the Insured may at any time cancel this Policy.

Where Benefits are expressed as a proportion of annual salaries or wages and in the event of such cancellation of this Policy either in its entirety or in respect of any particular Insured Person; the relative premium for the period from the commencement of the then current period of insurance to the date of such cancellation shall be regulated as provided in Condition 8 (b) above.

Where Benefits are expressed as amount of currency and in the event of such cancellation by the Company of this Policy either in its entirety or in respect of any particular Insured Person, the Company shall return to the Insured the then last premium paid by the Insured either for the Policy in its entirety or for the particular Insured Person concerned less a pro rata part thereof for the period of the year for which the Policy has been in force either in its entirety or in respect of the particular Insured Person whichever the case may be. In the event of such cancellation by the Insured the Company will retain the customary Short Period rate for the time the Policy has been in force either in its entirety or in respect of the particular Insured Person as the case may be.

10. 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 to do so 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 Company. The costs of and connected with the arbitration shall be at discretion of the Arbitrators or Umpire. If the Company 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.