Great Eastern General Insurance (Malaysia) Berhad (198301007025 (102249-P)

Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur General Line (603) 4259 8888 Fax (603) 4813 0055

Customer Service Careline 1300 -1300 - 88 Website: www.greateasterngeneral.com



## **GROUP PERSONAL ACCIDENT**

## PRODUCT DISCLOSURE SHEET

1 March 2024

Note: You are advised to read this Product Disclosure Sheet and the terms and conditions of the Master Policy Contract before you decide to purchase this product.

## 1. What is this product about?

This product is a 24 hours group personal accident insurance underwritten by Great Eastern General Insurance (M) Berhad (Company No.198301007025 (102249-P) ("GEGM") exclusively for eligible Terminal Bersepadu Selatan (TBS) customers. This product provides compensation to the Insured Person in the event of accidental death or permanent disablement, medical expenses and loss of personal luggage, which is caused solely and directly by accidental, violent, external and visible means while travelling on public transport and/or charter bus.

The master policyholder for this product is Excellent Asia Solutions Sdn Bhd

### 2. What are the covers / benefits provided?

Please refer to the Schedule of Benefits as set out below:

No	Benefits	Limit	
1	Accidental Death (due to accident)	RM25,000	
2	Permanent Disablement (due to accident)	RM25,000	
3	Medical Expenses (due to accident)	Up to RM500	
4	Loss of Personal Luggage (due to accident / theft) (**Shall exclude jewelers, laptop, notebook, camera, cash, IPad, Hand/Smartphone)	Up to RM500	

### Note:

- i. Please refer to the scale of benefits for death and disablement in the Master policy contract.
- ii. Please refer to the Master Policy Contract for the full terms and conditions under this Policy.
- iii. Duration of cover will start from the time you board the express bus for the duration of the trip and shall end once you disembark from the bus at the final destination as stated in the bus ticket.
- iv. "Cash-before-cover": Premium must be paid in full by the Insured Person either via TBS website or at TBS ticket counter for coverage under this Policy to take effect.

## 3. How much premium do I have to pay?

Please refer to the Schedule of Premium as set out below.

Schedule of Premium (per trip)	
RM0.40	

Note: The above premium is inclusive of 8% SST, commission and administration fee.

### 4. What are the fees and charges that I have to pay?

Commissions paid to the intermediary : 25%

8% SST : 8%

Administration Fee

#### Note:

Your obligation to pay SST at the prevailing rate shall form part of the terms and conditions in your insurance policy.

## 5. What are some of the key terms and conditions that I should be aware of?

- <u>Premium</u>: You have to pay the premium as specified in the Schedule of Premium above.
- Eligible age: Aged not more than 80 years.

- **Period of Insurance**: Your coverage will start from the time you board the express bus for the duration of the trip and shall end once you disembark from the bus at the final destination as stated in the bus ticket.
- <u>Sum Insured</u>: The amount payable for Accidental Death, Permanent Disablement, Medical Expenses and/or Loss of Personal Luggage as specified in the Schedule of Benefits above.
- Sanction Limitation and Exclusion Clause: We shall not be deemed to provide cover and shall not receive any payment(s) under the Policy; or be liable to pay any sums (including payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the Policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose us to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

### In the event of a claim:

- Notify and submit a duly completed and signed Personal Accident claim form together with the supporting documents to GEGM via:
  - 1. Online submission (Please click here) or;
  - 2. Give us a call at 1 300 13 1088 or;
  - 3. Email us at PAClaims@greateasterngeneral.com
- Notification should be made immediately upon the occurrence of the accident or within the timeframe stipulated in the terms and conditions of the Master Policy Contract.
- For the full list of the required documentation, please refer to our 'Document Checklist for PA Claim' at our corporate website <a href="https://www.greateasterngeneral.com">www.greateasterngeneral.com</a>.

Note: This list is non-exhaustive. Please refer to the Master Policy Contract for the full terms and conditions.

### 6. What are the major exclusions under this policy?

This Policy does not cover accidental death or permanent disablement caused by the following events:

- Suicide or attempted suicide while sane or insane.
- Any field operations undertaken by the military, police or security services, fire-fighting, airline as pilot or aircrew, or mining of mineral as miners (whether voluntarily or otherwise)
- War, radiation or contamination by radioactivity, nuclear weapons material.
- HIV and/or HIV related illness including AIDS.
- Childbirth, pregnancy, miscarriage or any complications thereof.
- Pre-existing physical or medical conditions, physical or mental defects or infirmity.
- Self-inflicted injury, and provoked murder or assault.
- Engaging in dangerous activities or sports such as skydiving, horseback polo playing, motor sports rallies etc. whether professionally or semi-professionally.

Note: This list is non-exhaustive. Please refer to the Master Policy Contract for the full list of exclusions under this Policy.

### 7. Can I cancel my coverage?

You may cancel the coverage by giving written notice to us before the date of your scheduled journey but subject to no claims is made on this policy. We may also cancel the policy by giving you 14 days' notice to your last address as appears at the time of insurance purchase or any alternative address that is notified to us in writing.

However, we will not make any refund of the premium you have paid.

## 8. What do I need to do if there are changes to my contact / personal details?

It is important that you inform us, in writing or by visiting any of our branches, of any changes made in your life profile including your occupation and personal pursuits, which would affect the risk profile.

## 9. Where can I get further information?

Should you require additional information about personal accident insurance, please refer to the *insuranceinfo* booklet on 'Personal Accident Insurance', available at all our branches or you can obtain a copy from our insurance agent or visit www.insuranceinfo.com.my

If you have any enquiries, please contact us at:

Great Eastern General Insurance (Malaysia) Berhad (198301007025) (102249-P)

Level 18 Menara Great Eastern 303 Jalan Ampang 50450 Kuala Lumpur

Tel: +603 4259 8888 Fax: +603-4813 0055

Email: gicare-my@greateasterngeneral.com

Alternatively, you can also contact TBS customer service office at 03 – 90512000 / 2001 from 9am to 5pm (Monday to Friday, except for public holidays) or email at <a href="mailto:customercare@tbsbts.com.my">customercare@tbsbts.com.my</a> for any enquiries pertaining to your coverage.

## 10. Other types of Personal Accident cover available.

You may check with GEGM's agent or contact us directly for other similar types of cover currently available.

### **IMPORTANT NOTES:**

1. YOU ARE ADVISED TO NOTE THE SCALE OF BENEFITS FOR DEATH AND DISABLEMENT IN YOUR INSURANCE POLICY. YOU MUST NOMINATE A NOMINEE AND ENSURE THAT YOUR NOMINEE IS AWARE OF THE PERSONAL ACCIDENT POLICY THAT YOU HAVE PURCHASED. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY OR CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

If there is any discrepancy between the English and Bahasa Malaysia versions of this document, the English version shall prevail.

The information provided in this Product Disclosure Sheet is valid as at 1 March 2024.

Great Eastern General Insurance (Malaysia) Berhad (198301007025) (102249-P) is licensed under the Financial Services Act 2013 and is regulated by Bank Negara Malaysia.

## **Great Eastern General Insurance (Malaysia) Berhad** (102249-P)

(Formerly known as Overseas Assurance Corporation (Malaysia) Berhad) Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur General Line: +603 4259 8888 Fax: +603 4813 0055

Customer Service Careline: 1300-1300 88 Website: www.greateasterngeneral.com



### **GROUP PERSONAL ACCIDENT POLICY**

STAMP DUTY PAID

This is Your Group Personal Accident Policy. Please read it carefully and if You find any information contained herein as incorrect, immediately return it to Us for correction.

Your Policy comprises this document, the Policy Schedule and any endorsement. They should be read as one document and any word or expression which has a particular meaning shall have the same meaning wherever it may appear throughout the Policy.

The written proposal and the declaration submitted by You shall form the contract of this insurance. The conditions appearing in this Policy or in any endorsement are part of this contract and must be complied with by You and/or the Insured Person before We pay a claim.

Our Agreement

#### STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

A non-consumer insurance contract' is a contract of insurance other than a consumer insurance contract.

Non - Consumer Insurance Contract (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.

If You are required by Us, before this Policy is renewed or varied, to answer questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Policy, it is Your duty not to make a misrepresentation when answering the guestions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to this Policy if such changes had taken place after You have submitted the application for renewal or variation but before this Policy is renewed or varied.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

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 for the renewal of this Policy any Insured Person shall sustain any Event referred to in the The Schedule of Benefits, then the Company will the The Benefit to the Insured.

### **DEFINITION**

"We/Us/Our/The Company" shall mean GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD.

"You/Your" shall mean the person or corporation named as the Insured in the Policy Schedule.

"Insured Person" shall mean You or the person named as the Insured Person in the Policy Schedule.

"Claimant" shall mean the Insured or Insured Person or his named nominee or his legal personal representatives

"Loss" as used in reference to limbs shall mean physical severance or total and irrecoverable loss of use.

"Loss of sight of eye" shall mean the total and irrecoverable loss of sight of the eye which is medically certified as beyond remedy by surgical or other treatment.

"Loss of speech" shall mean total and permanent inability to communicate verbally which is medically certified as beyond remedy by surgical or other treatment.

"Loss of hearing" shall mean total and irrecoverable loss of hearing which is medically certified as beyond remedy by surgical or other treatment. In this Policy and for each Insured Person:

"The Benefit means the sum set out in The Schedule of Benefits against the relevant Event PROVIDED THAT:-

- 1. No compensation stated in The Schedule of Benefits shall be payable :-
  - (a) Under item 1 or 2 unless the death or disablement takes place within 365 days after the date of the bodily injury.
  - (b) Under item 3 and/or 4 in respect of any one injury for more than 104 weeks from the commencement of the disablement.
  - (c) Until the total amount of compensation shall have been ascertained and agreed.

- 2. In respect of any sums payable under item 2 the maximum shall not exceed 100% of the Sum Insured for this item. Where losses smaller than 100% in respect of item 2 becomes payable, the coverage under item 1 and 2 shall be reduced by that amount from the date of accident until the expiration of the Policy.
- 3. Other than item 5, the Insured shall not be entitled to be paid under more than one item in The Schedule of Benefits in respect of any one Event except that the Insured shall be entitled to receive compensation under item 4 for a period in succession to a period under item 3.
- 4. Compensation under item 1 or 2 shall not be payable in aggregate under this Policy and any sum paid under item 2 shall be deducted from any sum becoming payable under item 1.
- 5. In the event of any sum becoming due or payable under item 1 or 2, any sums paid or payable under item 3 and/or 4 shall immediately cease upon certification by a qualified medical specialist or medical practitioner that such infirmity sustained is within the meaning as described under item 1 or 2. Any sum paid under item 3 and/or 4 shall be deducted from any sum becoming due under item 1 or 2.
- 6. In respect of any one Event, the Company shall not be liable to make any further payment under this Policy after a claim under items 1 or 2 has been admitted and becomes payable.
- "Temporary Total Disablement" means disablement which entirely prevents the Insured Person from attending to all duties pertaining to his usual occupation, profession or business.
- "Temporary Partial Disablement" means disablement which prevents the Insured Person from attending to a substantial part of his usual occupation, profession or business.
- "Medical Expenses" means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred within 365 days of sustaining bodily injury and paid by the Insured or Insured Person to a legally qualified practitioner, dentist, registered nurse, hospital or nursing treatment, including the cost of prescribed medical supplies and ambulance hire, but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

#### **ELIGIBILITY**

Insured Person must be:

- 1. A Malaysian citizen or a permanent resident of Malaysia or an expatriate having a valid working permit in Malaysia.
- 2. Aged not less than 16 years at first entry and not more than 65 years.
- 3. Renewal is available up to the maximum age of 70 years subject to Our satisfaction of the Insured Person's state of health.

### THE SCHEDULE OF BENEFITS

EVENT THE BENEFIT

Bodily injury caused solely and directly by violent accidental external and visible means resulting solely and directly and independently of any other cause in

#### Item

1.	DEATH	The Sum Insured as stated under B1 in
		The Schedule attached

2.	PERMANENT DISABLEMENT	The following percentages of the Sum Insured
		as stated under B2 in The Schedule attached
2.1	Loss of both hands	- 100%

2.2	Loss of both feet			- 100%
2.3	Complete and irrecoverable loss iof sight in both eyes			- 100%
2.4	Loss of one hand and one foot			- 100%
2.5	Complete and incurable insanity			- 100%
2.6	Injuries resulting in being permai	nently bedridden		- 100%
2.7	Any other injuries causing perma			
	employment of any and every kin	nd		- 100%
2.8	Complete and incurable paralysi	S		- 100%
2.9	Loss of arm at shoulder			- 100%
2.10	Loss of arm between shoulder a	nd elbow		- 100%
2.11	Loss of arm at elbow			- 100%
2.12	Loss of arm between elbow and	wrist		- 100%
2.13	Loss of hand at wrist			- 100%
2.14	14 Loss of leg at hip			- 100%
2.15	15 Loss of leg between knee and hip			- 100%
2.16	6 Loss of leg below knee			- 100%
2.17	Loss of eye	whole		- 100%
2.18	Loss of eye	sight of		- 100%
2.19	Complete and irrecoverable loss	of sight in one eye except perception of li	ght	- 50%
2.20	Loss of lens of eye			- 50%
2.21	1 Loss of four fingers and thumb of one hand			- 53%
2.22	Loss of four fingers			- 40%
2.23	Loss of thumb	- both phalanges		- 25%
		- one phalanx		- 10%
2.24	Loss of index finger	- three phalanges		- 10%
		- two phalanges		- 8%
		- one phalanx		- 4%

2 25	Loss of middle finger	- three phalanges	_	6%
2.20	2033 of finadic linger	- two phalanges	_	4%
		- one phalanx	_	2%
2.26	Loss of ring finger	- three phalanges	-	6%
	0 0	- two phalanges	-	4%
		- one phalanx	-	2%
2.27	Loss of little finger	- three phalanges	-	6%
		- two phalanges	-	3%
		- one phalanx	-	2%
2.28	Loss of metacarpals	- first or second (additional)	-	0 70
		- third, fourth or fifth (additional)	-	2%
2.29	Loss of toes	- all	-	17%
		- great, both phalanges	-	0 70
		- great, one phalanx	-	2%
		- other than great, if more than one toe lost each	-	3%
2.30	Loss of hearing	- both ears		75%
		- one ear		25%
2.31	Total loss of speech		-	60%

The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members.

In the event of partial loss of any member or members specified above, a proportionately lower percentage of compensation as decided by the Company shall be payable.

In the event of Permanent Disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured Person.

When more than one infirmity arises from one accident the percentages are added together but cannot exceed 100% of the Permanent Disablement Sum Insured.

In the event of total of 100% being paid in respect of an Insured Person, all insurance hereunder shall immediately cease to be in force for that Insured Person. All other losses smaller than 100% having been paid shall reduce the coverage by that amount from date of accident until expiry of the Policy.

In the event of loss specified under item 2.5, 2.6, 2.7 or 2.8, the Company shall pay 100% of the Permanent Disablement Sum Insured provided such disablement, insanity or paralysis is beyond hope of improvement and will continue for the remainder of the Insured Person's life as duly certified by a legally qualified medical practitioner.

- 3. TEMPORARY TOTAL DISABLEMENT
- 4. TEMPORARY PARTIAL DISABLEMENT
- MEDICAL EXPENSES

Weekly sum at the rate stated under B3 in the Schedule attached Weekly sum at the rate stated under B4 in the

Schedule attached

Reimbursement of expenses incurred per accident up to the amount stated under B5 in the Schedule attached

## **GENERAL EXCLUSION**

- 1. Unless the consent of the Company shall have previously been obtained and recorded by endorsement hereon, this Policy does not cover death, disablement or medical expenses consequent upon the Insured Person
  - (a) riding or otherwise on a motor-cycle or as a pillion rider in whatsoever circumstances;
  - (b) engaging in winter sports, ice hockey, yachting, sky diving, horse riding, hang-gliding, hunting, steeple-chasing, mountaineering, parachuting, polo, boxing, wrestling, racing of any kind including rallies, motorcross or any form of racing competition (except any form of racing on foot), speed demonstration or trial tests of any form of motor vehicle or aircraft or vessel, go-karting, scuba or skin diving of any kind including the use of aqua-lungs;
  - (c) engaging in or taking part in professional or semi professional sports;
  - (d) whilst serving in any branch of the Armed Forces (whether voluntary or otherwise) including Police of any country or international authority (whether in time of peace or war);
  - (e) whilst serving in any fire fighting services or agencies (whether voluntary or otherwise); and
  - (f) whilst committing or attempting to commit any criminal act.
- 2. This Policy does not cover death, disablement or medical expenses directly or indirectly caused by
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strike, civil commotion, military or usurped power and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim;
  - (b) the Insured Person being in or upon or entering or descending from aircraft of any kind or caused by or resulting from a descent or fall from such aircraft except in respect of the Insured Person's journeys as a fare-paying passenger (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft) over established air routes in fully licensed standard type aircraft owned and/or operated by recognised airlines;
  - (c) self-inflicted injury, suicide or attempted suicide (whether felonious or not), provoked murder or assault, intoxication by alcohol or drugs, insanity, any illness or diseases:
  - (d) pregnancy, child-birth, miscarriage or any complications thereof notwithstanding that such event may have been accelerated or induced by accident;

- (e) pre-existing physical or mental defect or infirmity; and
- (f) HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variation thereof.
- 3. This Policy does not cover
  - (a) death, disablement or medical expenses directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission; and
  - (b) death, disablement or medical expenses directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

PROVIDED FURTHER that the due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and/or the Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy

### **CONDITIONS**

- 1. 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 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 initialed by an authorised representative of the Company.
- 3. The Company shall neither be bound to send any notice of a Renewal Premium becoming due, nor to renew this Policy. The Company shall at any time by giving fourteen (14) days' notice to the Insured by registered letter at the Insured's address as last known to the Company, be at liberty to terminate and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled at any time by the Insured by delivering a written notice to the Company and (provided no claim has arisen during the then current Period of Insurance) in such event the Insured 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 then current Period of Insurance.
- 4. The Insured shall give immediate written notice to the Company of any changes in his business, or in the duties of the Insured Person or any injury disease physical defect or infirmity by which any Insured Person has become affected and also notice of any other insurance (excepting Coupon or in connection with a Motor Insurance Policy) effected against accident or incapacity in respect of the Insured Persons.
- 5. If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each period of insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereon be adjusted and the difference paid by or to the Insured as the case may be.
- 6. The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured 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 alone shall be an effectual discharge.
- 7. If the proposal or declaration of the Insured is untrue 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 if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.
- 8. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured shall within thirty (30) 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 instruct the Insured Person to procure and act on proper medical or surgical advice.
  - The Insured shall at the expense of the Insured furnish to the Company all such certificates information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the 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.
- 9. 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 precedent to any right of action against the Company as regards any dispute regarding the amount of the Company's liability under this Policy.
- 10. If the Company shall disclaim liability to the Insured 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.

CLAUSES/WARRANTIES where applicable as stated in the Policy Schedule

## C001: STRIKE, RIOT AND CIVIL COMMOTION CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover death disablement or any other loss as within defined directly or indirectly caused by persons taking part in labour disturbances, riots or civil commotions or by persons of malicious intent acting on behalf of or in connection with any political organisation, provided always that this extension shall not apply whilst the Insured or the Insured Person is taking part in any disturbance of public peace.

#### **C002: MOTORCYCLING CLAUSE**

In consideration of an additional premium having been charged, the insurance under this Policy extends to cover death or disablement resulting from use or riding as pillion on a motorcycle, but excluding death or disablement directly or indirectly as a result of participating in any motor sports, racing or competition, speed tests and/or reliability trails.

It is a condition precedent to any liability of the Company to make payment under this clause that the Insured Person at the time of accident wears an approved crash helmet and possesses a driving licence if he or she is the rider of the motorcycle.

#### C003: AGE WARRANTY

Warranted that this Policy does not cover death, disablement or medical expenses to any Insured Person hereby insured who at the time of accident occurring

- (i) has not attained the age of 16 years or
- (ii) has attained the age of 65 years.

Subject to the terms and conditions of this Policy.

#### **C004: AUTOMATIC ADDITIONS AND DELETIONS CLAUSE**

It is hereby agreed that new employees engaged by the Insured after the commencement date of this Policy shall automatically be included under this Policy from his or her first day of employment. The sum insured for new employees shall be in accordance with the scale normally adopted by the Insured and shall not exceed the sum insured for employees of the same category of occupation already insured under this Policy. New employees not falling within any of the existing category of occupation are not covered unless prior agreement has been obtained from the Company. Warranted employees leaving the employ of the Insured are automatically deleted from this Policy.

Provided the Insured shall within 30 days give written notification to the Company of any such addition and/or deletion of employees under the Policy and pay an additional premium which may be required by or receive a refund premium from the Company as the case may be.

It is further agreed that the Insured is obliged to insure all employees in each category of occupation under this Policy.

Subject to the terms, exceptions and conditions of Policy.

### **CPWE: 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 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.

Subject otherwise to the terms and conditions of this Policy.

## **GOODS AND SERVICES TAX (GST)**

Please be informed that the GST has been implemented effective from 1 April 2015.

Your obligation to pay GST at the prevailing GST rate shall form part of the terms and conditions in Your insurance policy.

## GOODS AND SERVICES TAX (GST) CLAIM SETTLEMENT CLAUSE

The amount of premium payable by the Insured for this Policy includes an amount on account of the GST on the premium. When the Company pay a claim, the Insured's GST status will determine the amount the Company pays.

When the Insured is:

- (a) Non-GST registered person, the Company will pay in full (including 6% GST) up to sum insured/limit of liability or the other limits of insurance cover.
- (b) GST registered person, the Company will pay (excluding 6% GST) up to sum insured/limit of liability or the other limits of insurance cover.

The Insured is to claim its Input Tax Credit entitlement from the Royal Malaysian Customs Department directly.

The Insured must advise the Company of the correct entitlement to an Input Tax Credit on the Insured Premium and the correct entitlement to an Input Tax Credit on each item of the property to be insured.

#### **Definitions**

For the purpose of this Clause, the following definitions shall apply:

"GST" means goods and services tax and has the meaning assigned to it in the Goods and Services Tax Act 2014 (GST Act).

"Registered Person" means a person who is registered under Part IV of the GST Act and a non-registered person shall means a person who isnot registered under the GST Act.

"Input Tax" means the GST incurred on any purchase or acquisition of goods and services by a taxable person for the purpose of making a taxable supply in the course or furtherance of business.

"Input Tax Credit" means the input tax claimable by a registered person.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)**

At the sole discretion of the Company, the Company shall not be deemed to provide cover and shall not receive any payment(s) under the policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

### **COMPLAINT HANDLING UNIT**

You may refer your complaint pertaining to any insurance related matters to our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman for Financial Services or BNMLINK / BNKTELELINK, Bank Negara Malaysia. The contact details of our Complaint Handling Unit :-

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD

Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur

Telephone No.: 03-42597828 Fax No.: 03-48130055

Email . gicare-my@greateasterngeneral.com

## OMBUDSMAN FOR FINANCIAL SERVICES OR BANK NEGARA MALAYSIA

If you are not satisfied with the respond or the decision of our Complaint Handling Unit, you may submit your complaint either to the Ombudsman for Financial Services (OFS) within 6 months from the date of our Complaint Handling Unit's final decision, or to BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). Kindly check with our Complaint Handling Unit on the proper avenue for dealing with your complaint. The following are the contact details of OFS or BNM:-

OFS : Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Telephone No.: 03-2272 2811 Fax No. : 03-2272 1577

BNM: Laman Informasi Nasihat dan Khidmat (BNMLINK) (Walk-in Customer Service Centre)

Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur.

Contact Centre (BNMTELELINK) Corporate Communication Department, Bank Negara Malaysia

P.O. Box 10922, 50929 Kuala Lumpur.

Telephone No.: 1-300-88-5465; (Overseas: 603-2174-1717)

Fax No.: 03-2174-1515

Email: bnmtelelink@bnm.gov.my

### Branch Offices Of Great Eastern General Insurance (Malaysia) Berhad (102249-P)

Kuala Lumpur Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur. Tel: 03-42598888 Fax: 03-48130088 Penang

lpoh

Alor Setar

Klang Melaka

Kuantan

Seremban

Johor Bahru Kota Bharu

Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur. Tel: 03-42598888 Fax: 03-48130088

Suite 2-3, Level 2, Wisma Great Eastern, No. 25, Lebuh Light, 10200 Pulau Pinang. Tel: 04-2619056 Fax: 04-2619058

2nd Floor, Wisma Great Eastern, No. 16, Persiaran Tugu, Greentown Avenue, 30450 Ipoh, Perak. Tel: 05-2536649 Fax: 05-2553066

No. 69 & 70, 1st Floor, Jalan Teluk Wanjah, 05200 Alor Setar, Kedah. Tel: 04-7346515 Fax: 04-7346516

3rd Floor, No. 10, Jalan Tiara 2A, Bandar Baru Klang, 41150 Klang, Selangor. Tel: 03-33451027 Fax: 03-33451029

No. 2-23, Jalan PM 15, Plaza Mahkota, 75000 Melaka. Tel: 06-2843297 Fax: 06-2835478

1st Floor, No. 25, Jalan Dato' Lim Hoe Lek, 25200 Kuantan, Pahang. Tel: 09-5162849 Fax: 09-5162848

103-2, Jalan Yam Tuan, 70000 Seremban, Negeri Sembilan. Tel: 06-7649082 Fax: 06-7616178

Wisma Great Eastern 03-01, Blok A, Komersil Southkey Mozek, Persiaran Southkey 1, Kota Southkey, 80150 Johor Bahru, Johor. Tel: 07-3348988 Fax: 07-3348977

No. 525/5252-S, Tingkat 1, Jalan Sultan Yahya Petra, 15200 Kota Bharu, Kelantan. Tel: 09-74826988 Fax: 09-7485533

No. 51 Level 3 Wisma Great Eastern Lnt 435 Section 54 KTI D. Travillion Commercial Centre, Jalan Padungan, 93100 Kuching, Sarawak Tel: 082-420197 Fax: 082-240197 Fax: 082-2 No. 51, Level 3, Wisma Great Eastern, Lot 435, Section 54 KTLD, Travillion Commercial Centre, Jalan Padungan, 93100 Kuching, Sarawak. Tel: 082-420197 Fax: 082-248072 2nd Floor, No. 10 A-F, Wisma Great Eastern, Persiaran Brooke, 96000 Sibu, Sarawak. Tel: 084-328392 Fax: 084-326392 Suite 6.3, Level 6, Wisma Great Eastern Life, No. 65, Jalan Gaya, 88000 Kota Kinabalu, Sabah. Tel: 088-235636 Fax: 088-248879 Kuching

Sibu

Kota Kinabalu

# Servicing Offices Of Great Eastern General Insurance (Malaysia) Berhad (102249-P)

1st Floor, Lot 5 & 6, Block 40, Lorong Indah 15, Bandar Indah, Phase 7, Mile 4, North Road, 90000 Sandakan, Sabah. Tel: 089-213484 Fax: 089-271343 Sandakan

Tawau

3rd Floor, Wisma Great Eastern, Jalan Billian, 91008 Tawau, Sabah. Tel: 089-75882 Fax: 089-767013
3rd Floor, Lots 1260 & 1261, Block 10, M.C.L.D., Jalan Melayu, 98000 Miri, Sarawak. Tel: 085-421299 Fax: 085-433276
4th Floor, 109, Jalan Rahmat, 83000 Batu Pahat, Johor. Tel: 07-4322357 Fax: 07-4322359

Batu Pahat Mentakab No. 60, 1st Floor, Jalan Okid, 28400 Mentakab, Pahang. Tel: 09-270 9358 Fax: 09-270 9359