

Mesra Personal Accident Plan Master Policy

Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the **Policy Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this insurance) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of insurance between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

Non-Consumer Insurance Contract

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**.

NOW THIS MASTER POLICY OF INSURANCE WITNESSETH that if during the **Period of Coverage** the **Insured Person** shall sustain **Bodily Injury** as defined hereinafter which the injury shall solely and independently of any other cause result in the **Insured Person's** death or disablement as hereinafter defined or necessitate medical and surgical treatment as hereinafter defined, **We** will, subject to the terms, provisions, exclusions and conditions of and endorsed on this Master Policy pay to the **Insured Person** or **Insured Person's** legal personal representatives the sum or sums of money specified in this Master Policy.

DEFINITIONS

Certain words have been defined below. These have the same meaning wherever they are used in this Master Policy. They are **bold** and begin with a capital letter (e.g. **Insured Person, You, Your**)

Accident or Accidental

shall mean a sudden, unforeseen and fortuitous event that happens unexpectedly and results in the **Insured Person** suffering death, disablement or **Bodily Injury**.

Bodily Injury

shall mean injury suffered by the **Insured Person** caused solely and directly by **Accidental** means and shall exclude injury caused by sickness, disease or medical disorder.

Certificate of Insurance

shall detail the **Insured Person** and **Period of Coverage**.

Day

shall mean the definition of a charging day during **Hospitalisation** as adopted by the **Hospital** concerned.

Disability

shall mean a sickness, disease, illness or **Bodily Injury** arising out of a single or continuous series of causes.

Effective Date

shall mean the date from which the insurance coverage under this Master Policy in respect of any **Insured Person** becomes effective and it shall commence on the first day of the following month after the **Covered Person** has fulfilled the criteria to participate in Mesra Personal Accident plan.

Hospital

shall mean an establishment duly constituted, registered and operating as a Hospital for the care and treatment of sick and injured persons as paying bed patients which:

- (a) has facilities for diagnosis and major surgery
- (b) provides 24-hours 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 similar establishments.

Hospitalisation

shall mean admission to a **Hospital** as a registered in-patient for **Medically Necessary** treatments for a covered **Disability** upon 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.

Insured Person

shall mean the members of AXCESS who have fulfilled the criteria to participate in Mesra Personal Accident Plan.

Insured/You/Your

shall mean Shieldcard Holdings Sdn Bhd as named in the **Policy Schedule**

Loss of Hearing

shall mean permanent irrecoverable loss of hearing.

Loss of Limb

shall mean loss by physical separation at or above the wrist or ankle joint.

Loss of Sight

shall mean the entire and permanent irrecoverable loss of sight.

Loss of Speech

shall mean total permanent inability to communicate verbally.

Loss of Use

shall mean permanent total functional disablement and is treated like total loss of said limb or organ and not in terms of professional or occupational incapacity or **Disability** of the **Insured Person**.

Medically Necessary

shall mean a medical service which is:

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

Period of Coverage

shall mean the one (1) month time period the **Insured Person** is given coverage and shall commence from the **Effective Date** and cease one (1) month from the **Effective Date**.

Period of Insurance

shall mean the period stated in the **Policy Schedule**.

Permanent Total Disablement

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the **Insured Person** from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.

Physician

shall mean a medical practitioner qualified and licensed :

- i) to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training under any applicable laws in the geographical areas of practice; and
- ii) excluding **Insured Person** and his immediate family members, i.e. siblings, spouse, child or parent.

Pre-Existing Condition

shall mean **Disabilities** that the **Insured Person** has reasonable knowledge of prior to the inception date of the **Period of Coverage**.

An **Insured Person** may be considered to have reasonable knowledge of a pre-existing condition if:-

- (a) the **Insured Person** had received or is receiving treatment;
- (b) medical advice, diagnosis, care or treatment has been given or recommended;
- (c) clear and distinct symptoms are or were evident; or

(d) its existence would have been apparent to a reasonable person.

Public Holiday

shall refer to Malaysia's national public holiday as officially declared by the Malaysian government. This shall exclude state's public holiday.

RM

shall mean in Ringgit Malaysia; the currency of Malaysia.

Policy Schedule

the Policy Schedule containing **Your** details and **Period of Insurance**. The Policy Schedule forms part of the Master Policy.

We/Us/Our

shall refer to Zurich General Insurance Malaysia Berhad.

War

shall mean a contest by force between two (2) or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized, by the sovereign.

COVERAGE

Benefit A – Accidental Death and Permanent Disablement

If the **Insured Person** suffers **Bodily Injury**, shall within twelve (12) consecutive months result in death or disablement as provided in the Table of Benefit described herein, **We** will pay according to the respective percentage of the sum insured of twenty-five thousand Ringgit Malaysia (**RM25,000**) as stated in the Table of Benefit.

In the event of Benefit B is paid, this benefit will not be payable.

Benefit B – Double Indemnity on Public Holiday

If the **Insured Person** suffers **Bodily Injury on Public Holiday**, shall within twelve (12) consecutive months result in death or disablement as provided in the Table of Benefit as described herein, **We** will pay according to the respective percentage of the sum insured of fifty thousand Ringgit Malaysia (**RM50,000**) as stated in the Table of Benefit.

Table of Benefit

Description of Disablement	Percentage of Sum Insured
Loss of Limbs (two limbs)	
Loss of both hands, or of all fingers and both thumbs	
Total paralysis	
Total insanity	
Injuries resulting in being permanently bedridden	
Any other injury causing Permanent Total Disablement	100%
Loss of arm at shoulder	
Loss of arm between shoulder and elbow	
Loss of arm at elbow	
Loss of arm between elbow and wrist	
Loss of hand at wrist	
Loss of leg	
at hip	100%
between knee and hip	100%
below knee	100%
Eye: Loss of	
whole eye	100%
Sight	100%
Sight, except perception of light	50%
lens	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	
both phalanges	25%
one phalanx	10%
Loss of index finger	
three phalanges	10%
two phalanges	8%
one phalanx	4%
Loss of middle finger	
three phalanges	6%
two phalanges	4%
one phalanx	2%
Loss of ring finger	
three phalanges	5%
two phalanges	4%
one phalanx	2%
Loss of little finger	
three phalanges	4%
two phalanges	3%
one phalanx	2%
Loss of metacarpals	
first or second (additional)	3%
third, fourth or fifth (additional)	2%
Loss of toes	
All phalanges	15%
two great, both phalanges	5%

	great one phalanges	2%
	other than great, if more than one toe lost, each	1%
Loss of Hearing	both ears	75%
	one ear	15%
Loss of Speech		50%

Where the **Bodily Injury** is not specified, **We** reserve the right to adopt a percentage of disablement which in **Our** opinion is not inconsistent with the provisions of the Table of Benefits.

“Loss” of limb or member or part thereof shall mean loss by actual physical severance or total and permanent **Loss of Use**.

Loss of Use of body member shall be treated as loss of body member.

The aggregate of all percentages payable in respect of any one **Accident** shall not exceed 100% of Benefit A or Benefit B, wherever applicable. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefit A or B, wherever applicable by that amount from the date of **Accident** until the expiration of the **Certificate of Insurance**.

Benefit C – Accidental Hospital Income

If the **Insured Person** suffers **Bodily Injury** and as a result of this, confined in a **Hospital** as a registered in-patient, **We** will pay a daily amount of fifty Ringgit Malaysia (**RM 50**) for each **Day** of confinement of the **Insured Person** in the **Hospital**.

The maximum period payable for Benefit C is thirty (30) **Days** per **Accident**.

SPECIAL PROVISIONS

1. Disappearance

It will be presumed that death has occurred if the **Insured Person** has been missing for twelve (12) consecutive months and **We** have examined all available evidence provided to support the conclusion that death was caused by an **Accident** covered by this Master Policy. If at any time after payment has been made by **Us** for such claim, the **Insured Person** is found to be living, full refund shall be made to **Us**.

2. Exposure

If as a result of an **Accident** covered by this Master Policy, the **Insured Person** is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Master Policy, such specific loss will be covered subject to the terms of this Master Policy.

EXCLUSIONS

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

1. The **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 mountain guides), potholing, martial arts or boxing, underwater activities exceeding fifty (50) metres in depth, 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. Intoxication of 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.
4. Pregnancy, childbirth, miscarriage, mosquito bite, sickness, disease or medical disorder.
5. **Pre-Existing Condition**.
6. Deliberate exposure to exceptional danger (except in an attempt to save human life).
7. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) 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. Sanction - **We** shall not be deemed to provide coverage or make any payments or provide any service or benefit to any **Insured** or **Insured Person** or other party to the extent that such cover, payment, service and benefit would violate any applicable trade or economic sanctions law or regulation.
13. Epidemic and/or pandemic.

CONDITIONS

This Master Policy, **Certificate of Insurance** and the **Policy Schedule** shall be read together as one (1) contract and any words or expressions to which a specific meaning has been attached in any part of this Master Policy, **Certificate of Insurance** or of the **Policy Schedule** shall bear such specific meaning wherever it may appear.

1. NOTICE

Every notice or communication to **Us** shall be in writing and sent to **Us**. No alterations in the terms of this Master Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialed by **Our** authorised representative.

2. CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfilment of the terms, provisions and conditions of this Master 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 **Us**.

3. DUTY OF DISCLOSURE

Consumer Insurance Contract - Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied. **You** also have a duty to tell us immediately if at any time after **Your** contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

Non-Consumer Insurance Contract - Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise 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. **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.

4. CHANGE OF ADDRESS OR PARTICULARS

The **Insured** and **Insured Person** shall give immediate notice in writing to **Us** of any change in the **Insured** or **Insured Person's** occupation, business, duties or pursuits and pay any additional premium that may be required by **Us**. Before each renewal of the Master Policy and **Certificate of Insurance**, the **Insured** and **Insured Person** must notify **Us** in writing of any injury, disease, physical defect or infirmity of which the **Insured** or **Insured Person** has become aware or been affected.

5. ALTERATIONS

We reserve the right to amend any terms and conditions of this Master Policy and such alterations to this Master Policy shall be valid if authorized by **Us** and endorsed hereon. **We** may by notice in writing to the **Insured** under registered letter to his/her last known address give seven (7) days notice of any alterations to this Master Policy.

6. CLAIMS PROCEDURE

On the happening of any **Accident** which may give rise to a claim under this Master Policy:-

- a) Written notice stating details of the injury shall be given to **Us** within fourteen (14) days of the **Accident** causing such **Bodily Injury**.
- b) The **Insured Person** shall procure and act upon proper **Physician** advice as soon as practicable.
- c) All certificates, information and evidence required by **Us** must be supplied at the expense of the claimant in the form prescribed by **Us**.
- d) The **Insured Person** may have to undergo further medical examination as required by **Us** at **Our** expense.
- e) In the event of death of the **Insured Person**, **We** shall be entitled to have a post-mortem examination at their own expense and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.

7. **NON-ASSIGNMENT**

This Master Policy is non-assignable and **We** shall not recognise or be affected by any trust charge lien or assignment relating to this Master Policy. Any receipt or discharge which the **Insured Person** or his legal personal representatives may grant to **Us** for any capital sum or compensation under this Master Policy shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting to the **Insured Person** in consequence of the **Accident** whether resulting before or after the date of such receipt or discharge.

8. **CANCELLATION**

We may give thirty (30) days written notice of **Our** intention to terminate this Master Policy via registered letter to the **Insured's** last known address. Similarly, the **Insured** may, at any time cancel this Master Policy by giving thirty (30) days written notice. No refund of premium in the event of cancellation.

9. **CURRENCY AND EXCHANGE RATES**

- a) All payments will be made in Ringgit Malaysia (**RM**)
- b) All premiums shall be paid in Ringgit Malaysia (**RM**).

10. **LEGAL PROCEEDINGS**

No action at law or in equity shall be brought to recover on this Master Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Master Policy. No such action shall be brought after the expiration of one year after the time written proof of loss is required to be furnished.

11. **ARBITRATION**

All differences arising out of this Master Policy shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by **Us** for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

12. **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 **Us** within thirty(30) days from the **Effective Date**. If this condition is not complied with, then this contract is automatically cancelled and **We** 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 **Our** authorised agent, the payment shall be deemed to be received by **Us** 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 **Us**. Subject otherwise to the terms and conditions of this Master Policy.

13. **MISSTATEMENT OR OMISSION OF MATERIAL FACT**

If:

- a) any answer, disclosure or representation by **You**, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect; or
- b) before this contract of insurance is entered into, varied or renewed, **You** have failed to disclose any fact **You** knew to be relevant to **Our** decision on whether to accept the risk or not and the rates and the terms to be applied; or
- c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.

then in any of the above cases, this Master Policy shall be void.

14. Where the context so permits, words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations.

IMPORTANT

The **Insured** shall read this Master Policy carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with the wishes of the **Insured**, advice should at once be given to **Us** and the Master Policy returned for attention.

PROCEDURES FOR MAKING INSURANCE COMPLAINTS

Please examine the insurance Master Policy to ensure that it meets **Your** requirement.

To avoid misunderstanding, it is very important that this Master Policy, **Certificate of Insurance** and the **Policy Schedule** and any Endorsements attached therein be read thoroughly. If **You** have any complaints or grievances pertaining to **Your** Master Policy, please contact **Your** agent, if any or get in touch with **Our** issuing office. **We** assure **You** that **Your** complaints will be attended to promptly. As a responsible insurer, **We** wish to bring to **Your** attention that **You** could also address **Your** dissatisfaction to the Ombudsman For Financial Services (OFS) or to Bank Negara Malaysia's Customer Service Bureau (CSB) as listed below.

Procedures for complaint to OFS

If **You** are not satisfied with **Our** decision, **You** may write to the Mediator with details of the dispute and particulars of **Your** Master Policy.

If the Mediator makes an award against **Us**, **You** are required to inform the Mediator of **Your** decision to accept or deny the award within 14 (fourteen) days.

If **You** do not accept the award, **You** may reject the decision of the Mediator. **You** are free to institute a court proceeding against **Us** or refer it to Arbitration.

You may lodge a complaint with **Us** at:

Zurich General Insurance Malaysia Berhad

11th Floor, Menara Zurich,
No. 12, Jalan Dewan Bahasa,
50460 Kuala Lumpur, Malaysia.
Tel: 03-2146 8000
Fax: 03-2142 5863
Call Centre: 1-300-888-622
E-mail: ZurichCallCentre@zurich.com.my

You may communicate with OFS at:

Ombudsman For Financial Services (OFS)
(Formerly Known as Financial Mediation Bureau)
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur

Tel: 03-2272 2811
Fax : 03-2272 1577
Email : enquiry@ofs.org.my
Website : www.ofs.org.my

Procedures for complaint to CSB

Alternatively **You** may put forward **Your** dissatisfaction over **Our** conduct by writing to CSB giving details of **Your** complaint and particulars of **Your** Master Policy to:

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK),
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur
Tel: 1-300-88-5465 (1-300-88-LINK)
(Overseas: +603-2174 1717)
Fax: 03-2174 1515
Email: bnmtelelink@bnm.gov.my

Zurich General Insurance Malaysia Berhad (1249516-V)
11th Floor, Menara Zurich, No. 12, Jalan Dewan Bahasa, 50460 Kuala Lumpur,
Malaysia Tel: 03-2146 8000 Fax: 03-2142 5863 Call Centre: 1-300-888-622
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