

MPI Generali Insurans Berhad (14730-X)
(Formerly known as Multi-Purpose Insurans Bhd)

PERSONAL ACCIDENT POLICY

Note: You are requested to read this document carefully and keep it in a safe place. Please contact us if you need any clarification.

Statement Pursuant to Schedule 9 of the Financial Services Act 2013

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 MPI Generali Insurans Berhad. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium in respect of such insurance.

Now this Policy witnesses that the Event described in the Schedule shall happen to the Insured during the Period of Insurance and the Insured shall thereby if suffer any of the Results described in the Policy, the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon pay to the Insured or in the event of his death to his nominee as executor according to the direction of the nomination and/or trustee of the trust created over such nomination in accordance with Financial Services Act 2013 (FSA) and/or the assignee, as the case may be, the compensation specified in the Schedule for such Result.

GENERAL EXCEPTIONS

This Policy does not cover any Result directly or indirectly caused by or consequent upon:

1. (a) The Insured engaging in Soccer Rugby Winter Sports Skin Diving and underwater activities involving the use of underwater breathing apparatus (at depth exceeding 18M) Water Skiing Hunting Mountaineering (using ropes and guide) Speleology and any form of Professional Sports.

(b) The insured engaged in aerial activities including parachuting and hang-gliding Horse Riding Skating of any kind Ice Hockey, Boxing, Wrestling, Unarmed Combat any form of Martial Art, Go Karting, Racing of any kind (other than foot racing), Steeple-chasing and speed trials.

(c) The Insured riding as a rider or pillion on any 2 wheeled motorised vehicle.

(d) The Insured engaging in tree-felling sawing or the transportation of logs or sawn timber and the use of woodworking machinery.

(e) Driving or riding without a valid driving license.
2. War Invasion Act of Foreign Enemy Hostilities (Whether War be declared or not) Civil War Rebellion Revolution Insurrection Military or Usurped Power Martial Law.

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.

3. The Insured engaging in or taking part in Naval Air Force or Military service or operations or participating in operations planned or conducted by the Civil or Military service or operations or participating in operations planned or conducted by the Civil or Military Authorities. (Participation in Rukun Tetangga duties shall not be deemed to be participation in service or operations planned or conducted by the aforesaid Authorities).
4. The Insured flying (including entering into or descending from or mounting on an Aircraft or flying apparatus of any kind)

except as a passenger in a fully licensed passenger carrying aircraft other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.

5. Self-injury suicide or attempted suicide wilful exposure to injury provoked murder assault pregnancy or childbirth or any pre-existing physical defect or infirmity.
6. Any Event whilst the Insured is temporary or otherwise insane or under the influence of drug or drink or due to intemperance.
7. (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- (b) Nuclear weapons material.
- (c) Any act of terrorism

For this purpose an act of terrorism means any act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exceptions 7(c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

8. Acquired immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
9. While participating in unlawful activities or committing or attempting to commit any unlawful act or active participation in any strike, riot, or civil commotion.

TABLE OF COMPENSATION

<u>ITEM NO.</u>	<u>RESULTS</u>	<u>COMPENSATION</u>
1.	Death	100%
2.	(a) Loss of one hand or arm	100%
	(b) Loss of one foot or leg	100%
	(c) Loss of all sight in both eyes	100%
	(d) Total paralysis or being permanently bedridden	100%
	(e) Permanent total disablement from engaging in or attending to employment or occupation of every description	100%
3.	(a) Loss of all sight in one eye	50%
	(b) Loss of hearing in one ear	15%
	(c) Loss of hearing in both ears	75%
	(d) Loss of speech	20%
	(e) Loss of thumb	20%
	- both phalanges	10%
	- one phalanx	10%
	(f) Loss of Index finger	8%
	- all phalanges	5%
	- two phalanges	8%
	- one phalanx	5%
	(g) Loss of any other finger (each)	3%
	- all phalanges	3%
	- two phalanges	3%
	- one phalanx	3%
	(h) Loss of metacarpals	3%
	- each	3%
	(i) Loss of great toe	5%
	- all phalanges	2%
	- one phalanx	3%
	(j) Loss of other toe (each)	3%
	- all phalanges	
4.	(a) Temporary total disablement from engaging in or attending to usual business/occupation	The Weekly Compensation for each week
	(b) Temporary partial disablement from engaging in or attending to usual business/occupation	40% of the Weekly Compensation for each week
5.	Actual expenses reasonably and necessarily incurred for:-	Up to the amount stated in the Schedule.
	(a) medical and surgical treatment by a legally qualified Medical Practitioner and hospitalisation.	

of the Capital Sum Insured stated in the Schedule

PROVIDED ALWAYS THAT:-

- (i) Compensation shall not be payable under Items 1, 2 or 3 unless the death or loss occurs within twelve calendar months of the date of the Event.
- (ii) No compensation shall be payable under Items 4(a) and/or 4(b) for a longer period than 104 weeks from the date of the injury or disablement.
- (iii) Compensation shall not be payable under more than one Item in respect of the same accident, injury or disablement except that the Insured shall subject to (ii) above be entitled to receive compensation under Item 4(b) for a period in succession to a period under Item 4(a).
- (iv) All sums paid or becoming payable under Item 4(a) and/or 4(b) shall be deducted from any sum which may subsequently become payable under Items 1, 2 or 3.
- (v) The Company shall not be liable to make any further payment under this Policy after a claim under Items 1, 2 or 3 has been admitted and become payable.
- (vi) The maximum liability of the Company shall not exceed 100% Capital Sum Insured for the Period of Insurance.
- (vii) The maximum liability of the Company under item 5 in respect of any one Event or accident is limited to the amount shown in the Schedule. If at the time of accident there be any other subsisting insurance covering medical and/or related expenses this Policy shall not be liable to pay or contribute more than its rateable proportion.
- (viii) Loss means in the case of limbs and digits loss by physical severance or permanent total loss of use. In the case of sight speech and hearing the permanent complete total irrecoverable irreparable incurable loss of the faculty.

GENERAL CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfilment of the terms provisos conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured or any Claimant under this Policy shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. 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 there from 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 and all premiums paid thereunder shall be forfeited.
4.
 - (i) The Insured shall give immediate notice to the Company of any change of address business or occupation habits pursuits or of any injury disease or physical defect or infirmity with which he has become affected of which he has become cognisant.
 - (ii) The Insured shall give immediate notice to the Company of any other Insurance or Insurances effected against accident and/or incapacity.
5. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured shall within 14 days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured (or the nominee, trustee or assignee, as the case may be, as stated in the Policy) shall at his own expense furnish to the Company all such certificates information and evidence as may be required by the Company and the Insured shall whenever required submit to medical examination on behalf of the Company. In the event of the death of the Insured the Company shall be entitled to have a post mortem examination at its own expense.
6. All notices required to be given by the Insured to the Company must be in writing addressed to the Company and no alteration in the terms of this Policy nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.
7. 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 (or the nominee, trustee or assignee, as the case may be, as stated in the Policy) alone shall be an effectual discharge.

8. The Company shall not be bound to renew this Policy or to send any notice of the renewal premium becoming due. The Company shall at any time by giving fourteen days' notice to the Insured by Registered Letter to the Insured's address as last known to the Company be at liberty to determine and cancel this Policy and the Company shall return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance.

If the Insured gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is earlier. In the event premium has been paid for any period beyond the date of termination of this Policy, the Company's short period rates shall apply provided that no claims has been made during the current Period of Insurance.

The following scale of short period rates shall apply :

<u>Period of Insurance</u>	<u>Percentage of Annual Premium to be Charged</u>
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

9. No compensation shall be payable under this Policy until the total amount of such compensation shall have been ascertained and agreed.
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 so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by 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. 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 provisions herein contained then the claim shall for all purposes-be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

ENDORSEMENTS, CLAUSES & WARRANTIES

(Not applicable to the Policy unless specified in the Schedule)

Payment of Benefits Clause

The nominee is named in this Policy at the request of the Insured and is not a party to this contract. Payment of any compensation under this Policy to the nominee shall be according to the nomination and/or trust and/or assignment, as may be applicable, in accordance with the requirements of the Financial Services Act 2013.

In the event no nomination is made and the Company is called upon to pay compensation on this Policy under Schedule 10 of the Financial Services Act 2013, the Company shall pay at its discretion and any such payment will effectively discharge the Company of all subsequent claims and liabilities.

Disappearance Clause

The Company shall pay the death compensation if during the period of insurance the Insured disappears following an accident involving aircraft or at sea or in a natural calamity and Insured's body is not found within one year after its disappearance and sufficient evidence is produced satisfactory to the Company that leads the Company inevitably to the conclusion that the Insured died as a result of an event within the scope of this Policy.

Exposure Clause

It is hereby declared and agreed that in the event of the insured person or life assured after having sustained accidental injury arising from events insured hereunder be exposed to the elements of nature resulting in death, the Company shall agree to compensate the insured subject to the terms, limitations, conditions and exclusions.

It is further declared and agreed that in the event of such claims for compensation a properly constituted judicial body of enquiry shall affirm that the insured person or life assured have died of exposure after having sustained accidental injury arising from an insured event.

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 Insurer within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this Condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro 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 Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this Warranty and the onus of proving the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

Duty of Disclosure

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.

Goods and Service Tax Clause

The Insured agrees to pay and to hold harmless the Insurer for any taxes or other government charges (however denominated) imposed by the government with respect to the execution or delivery of this Policy.

CLAUSES/WARRANTIES/ENDORSEMENTS/BENEFITS

CASH BEFORE COVER

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 before cover commences. If this condition is not complied with, then this insurance is automatically null and void.

HARMFUL INSECTS, SNAKES AND ANIMALS BITES CLAUSE

It is hereby declared and agreed that this Policy is extended to cover the benefits insured herein in respect of bodily injury sustained due to harmful insect bites and/or snake bites and/or animal bites.

Provided however such extension shall exclude mosquito bites, bug bites and/or diseases introduced by any vector.

ACCIDENTAL GAS INHALATION, SUFFOCATION, DROWNING, FOOD & DRINK POISONING ENDORSEMENT

It is hereby declared and agreed that the insurance by this Policy is extended to cover the Insured or Insured Person against Death or Permanent Disablement as herein defined arising out of or resulting from Accidental Gas Inhalation, Suffocation, Drowning, Food & Drink Poisoning and other similar misfortune with or without any sign of external or violent visible injury.

TERRORISM MASS DESTRUCTION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance shall exclude Terrorism but only as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destructions howsoever these may be distributed or combined.

For the purpose of this Clause:

1. Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use.

Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

2. Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
3. Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
4. Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

If the Company alleges that by reason of the exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

HIJACKING ENDORSEMENT

Subject otherwise to the terms, conditions and exceptions of the Policy, it is hereby declared and agreed that the Policy is hereby extended to cover bodily injury arising from hijacking of any land/sea /air conveyance in which the Insured or Insured Person is travelling as a fare-paying passenger.

COOLING-OFF PERIOD

After this Policy has been issued and for any reason whatsoever the Insured shall decide not to take up the insurance and provided no claims has been made, the Insured may notify the Company within fifteen (15) days after the effective date of this policy. The Insured will be entitled to the full premium refund.

ALTERATIONS

No alteration to this Policy shall be valid unless mutually agreed upon by the Company and the Insured, and such approval is endorsed thereon.

PERIOD OF COVER AND RENEWAL

This Policy shall become effective as of the date stated in the Schedule. The period of insurance of respective individual policy shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time as notified by the Company.

This Policy will be renewable at the option of the Insured subject to the terms, conditions and termination at each of the anniversary of the policy date. During renewal the terms and conditions of coverage shall not be amended.

The renewal premiums payable is not guaranteed and the Company shall revise the premium rate and the respective revised premium shall be applicable at the time of renewal. Such changes, if any shall be applicable to all Insured/Insured Persons irrespective of their claim experience according to the Company's risk assessment.

This Policy is renewable at the option of the Insured until the occurrence of any of the following:

1. Non-payment of premium or premium not made on time
2. Fraud or misrepresentation of material fact during application
3. The policy is cancelled at the request of the Insured
4. On the death of the Insured/Insured Person

The Company will give thirty (30) days written notice prior to policy renewal in the event of premium revision.

SCUBA DIVING CLAUSE

It is hereby declared and agreed that this Policy is extended to cover the Insured or Insured Person whilst participating or involving in scuba diving or the use of aqua-lungs as an amateur.

Provided always that the Company shall not be liable for death or permanent disablement or compensation or loss if such activities are undertaken beyond 50 metres below sea level or at professional level or any form of competition or exhibition or demonstration or treasure hunt.

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

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION OF POLICY

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that General Condition 8 of the policy is revised to read as follows:-

This Policy may be cancelled by the Insured at any time by giving a written notice to the Company; and provided that no claims have been made during the current policy year, the Insured shall be entitled to a refund of the premium as follow :-

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

RENEWAL BONUS (applicable to Plan PASavers Plus only)

The Original Capital Sum Insured under Items 1 and 2 of the Table of Compensation shall automatically be increased by Ten percentage (10%) on every subsequent renewal accepted by the Company up to a maximum of Fifty percentage (50%) after 5 consecutive years (not more than 50% increase of the Original Capital Sum Insured will accrue in any case) provided :-

- a) no claim was lodged under this Policy during the Period of Insurance at any time immediately preceding the renewal of this Policy.
- b) the policy is renewed for a period of not less than 12 consecutive months.

In the event of a claim under this Policy, the Capital Sum Insured upon renewal will revert to the Original Capital Sum Insured.

RENEWAL BONUS (applicable to Plan PASavers only)

The Original Capital Sum Insured under Items 1 and 2 of the Table of Compensation shall automatically be increased by Five percentage (5%) on every subsequent renewal accepted by the Company up to a maximum of Twenty-Five percentage (25%) after 5 consecutive years (not more than 25% increase of the Original Capital Sum Insured will accrue in any case) provided :-

- c) no claim was lodged under this Policy during the Period of Insurance at any time immediately preceding the renewal of this Policy.
- d) the policy is renewed for a period of not less than 12 consecutive months.

In the event of a claim under this Policy, the Capital Sum Insured upon renewal will revert to the Original Capital Sum Insured.

ADDITIONAL INDEMNITY ON PUBLIC CONVEYANCE (applicable to Plan PASavers Plus only)

The Company will pay up to the amount as specified in the Schedule of Benefits if the Insured or Insured Person suffer either death or permanent total paralysis or permanent total loss / loss of use of two (2) limbs due to an Accident whilst travelling as a fare-paying passenger on any Public Conveyance.

CHILD CARE EDUCATION FUND (applicable to Plan PASavers Plus only)

If during the Period of Insurance the Insured or Insured Person sustains a Bodily Injury resulting in an Accidental Death and is survived by Dependent Child(ren), the Company will pay the covered Person's estate up to the amount specified in the Table of Benefit.

Dependent Child(ren) means a Insured's or Insured Person's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as they are under nineteen (19) years of age or under twenty-three (23) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Insured or Insured Person for maintenance and support.

BEREAVEMENT ALLOWANCE

In the event of accidental death of the Insured or Insured Person, an allowance as specified in the Schedule of Benefit will be payable to the legal personal representative.

SNATCH THEFT (applicable to Plan PASavers Plus only)

In the event of Snatch Theft or Attempted Snatch Theft, the Company will compensate up to the amount of specified in the Schedule of Benefits to the Insured or Insured Person subject to a police report being lodged. Police report to be made within twenty four (24) hours of the Snatch Theft or Attempted Snatch Theft occurrence.

Snatch Theft or Attempted Snatch Theft means the act of forcefully stealing or attempt thereof, from an Insured Person. For the purpose of this Policy, Snatch Theft or Attempted Snatch Theft is included to cover robbery or attempted robbery and snatch grab – situation where the Insured's or Insured Person's possessions is grabbed, or attempted to be, from the Insured or Insured Person whilst he/she is a driver/passenger in a vehicle.

KIDNAP BENEFIT (applicable to Plan PASavers Plus only)

The Company will pay a lump sum of RM5,000.00 for necessary expenses incurred by the Insured's or Insured Person's family to recover the Insured or Insured Person and also offer a reward of RM25,000.00 for information leading to the recovery of the Insured or Insured Person. The payment of this benefit is subject only upon verification and confirmation by the police that a ransom has been demanded by the kidnappers for the return of the Insured or Insured Person. Where no demand of ransom has been made, the Company has absolute discretion whether or not to make any payment under this benefit

The Original Capital Sum Insured or Capital Sum Insured, as the case may be, will be paid in full if the kidnapped Insured or Insured Person is not recovered after a period of one (1) year from the day of the kidnap. However, if any time after the payment has been made the Insured or Insured Person is found to be living, any sums paid by the Company in settlement of claim shall be refunded to the Company.

The burden of proving that the Insured or Insured Person cannot be recovered and all possible means to recover the Insured or Insured Person have been taken shall be on the person making a claim under this Policy.

SINSEH OR TRADITIONAL TREATMENT BENEFIT (applicable to Plan PASavers Plus only)

It is hereby declared and agreed that the Company will reimburse the costs of Sinseh or Traditional Treatment including medicine subject to the amount as specified in the Schedule of Benefits incurred by the Insured or Insured Person as a result of an accident.

RESIDENCE OR TRAVEL OVERSEAS (applicable to Foreigner only)

No benefit or coverage whatsoever shall be allowed if the Insured Person resides or travel outside Malaysia for more than ninety (90) consecutive days.

PRIVACY NOTICE

Dear Customers,

This privacy notice for personal data ("**Privacy Notice**") is issued to all customers of MPI Generali Insurans Berhad (which includes all its related and/or associated companies) ("**Company**", "**we**", "**us**" or "**our**"), pursuant to the statutory requirements of the Personal Data Protection Act 2010 ("**PDPA**").

During your course of dealings with us, we will collect and process your personal data for purposes, including, to communicate with you, provide products and/or services to you, administer and give effect to your commercial transactions with us, respond to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by us and selected third parties, identify you (including publishing your name and photograph) when you become a winner in a contest or competition and/or participate in any events/activities organized by us and other purposes required to operate and maintain our business as set out in our Privacy Policy (collectively referred to as "**Purposes**").

We will not disclose any of your personal data to any third party without your consent except to the Company's group of companies (including the Company's related and/or associated companies), our professional advisers, vendors, suppliers, agents, contractors, service providers, business partners, insurance companies, banks and/or financial institutions, within or outside Malaysia, where necessary, for the Purposes mentioned above, to any party who undertakes to keep your personal data confidential, to any person as set out in our Privacy Policy, or to whom we are compelled or required under the law to disclose to. A copy of our Privacy Policy is available on our website at <http://www.mpigenerali.com>

It is necessary for us to collect and process your personal data. If you do not provide us with your personal data, or do not consent to this Privacy Notice, we will not be able to effectively provide products and/or services to you or process your personal data for any of the Purposes, if at all.

We are committed to ensuring that your personal data is stored securely. You have the right to request for access to, request for a copy of and request to update or correct, your personal data held by us. You also have the right at any time to request us to limit the processing and use of your personal data (for example, requesting us to stop sending you any marketing and promotional materials or contacting you for marketing purposes), subject to our right to rely on any statutory exemptions and/or exceptions to collect, use and disclose your personal data.

Your written requests or queries should be addressed to:	For data access requests, please direct your request to the following address:
Manager, Customer Service Department MPI Generali Insurans Berhad 8th Floor, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur Contact No.: +603 2034 9888 Email Address: generalenquiries@mpigenerali.com	Legal and Compliance Department MPI Generali Insurans Berhad 8th Floor, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur Contact No.: +603 2034 9888 Email Address: lcd_pdpa@mpigenerali.com

By providing your personal data to us, you consent to us processing your personal data in accordance with this Privacy Notice, and you confirm that all personal data provided by you is accurate and complete, and that none of it is misleading or out of date. You will promptly update us in the event of any change to your personal data.

To the extent that you have provided (or will provide) personal data about your family members, spouse, other dependents (if you are an individual), directors, shareholders, employees, representatives, agents (if you are a corporate entity/an organization) and/or other individuals, you confirm that you have explained (or will explain) to them that their personal data will be provided to, and processed by, us and you represent and warrant that you have obtained their consent to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

In respect of minors (i.e. individuals under 18 years of age) or individuals not legally competent to give consent, you confirm that you are the parent or guardian or person who has parental responsibility over them or the person appointed by court to manage their affairs or that they have appointed you to act for them, to consent on their behalf to the processing (including disclosure and transfer) of their personal data in accordance with this Privacy Notice.

We reserve the right to update and amend this Privacy Notice or our Privacy Policy from time to time. We will notify you of any amendments to this Privacy Notice or our Privacy Policy via announcements on our website or other appropriate means. If we amend this Privacy Notice or our Privacy Policy, the amendment will only apply to personal data collected after we have posted the revised Privacy Notice or Privacy Policy.

In accordance with Section 7(3) of the PDPA, this Privacy Notice is issued in both English and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and the Bahasa Malaysia version, the English version shall prevail.

NOTIS PRIVASI

Kepada Pelanggan-Pelanggan,

Notis privasi untuk data peribadi ini ("**Notis Privasi**") diberikan kepada semua pelanggan MPI Generali Insurans Berhad (termasuk semua syarikat berkaitan dan/atau syarikat bersekutu ("**Syarikat**", "**kita**" atau "**kami**")), selaras dengan obligasi statutori di bawah Akta Perlindungan Data Peribadi 2010 ("**PDPA**").

Sepanjang masa urusan anda dengan kami, kami akan mengumpul dan memproses data peribadi anda untuk tujuan berkomunikasi dengan anda, memberi produk dan/atau perkhidmatan kepada anda, mentadbir dan memberi kesan kepada transaksi komersial anda dengan kami, memberi maklum balas terhadap pertanyaan atau aduan anda, memberi anda maklumat terkini mengenai produk, perkhidmatan dan/atau promosi yang ditawarkan oleh kami dan pihak ketiga yang terpilih, mengenal pasti anda (termasuk menyiarkan nama dan gambar anda) sekiranya anda menang dalam peraduan atau pertandingan dan/atau semasa anda menyertai acara/aktiviti yang dianjurkan oleh kami, serta tujuan-tujuan lain yang kami perlukan untuk mengendalikan dan mengekalkan perniagaan kami sepertimana yang tertera dalam Polisi Privasi kami (secara kolektifnya dirujuk sebagai "**Tujuan-Tujuan**").

Kami tidak akan mendedahkan apa-apa data peribadi anda kepada mana-mana pihak ketiga tanpa kebenaran anda kecuali kepada syarikat-syarikat di dalam kumpulan Syarikat (termasuk syarikat berkaitan dan/atau syarikat bersekutu kami), penasihat profesional, ejen, vendor, pembekal, kontraktor, pembekal perkhidmatan, rakan kongsi perniagaan, syarikat insurans, bank dan/atau institusi kewangan, di dalam atau di luar Malaysia, jikalau perlu, bagi Tujuan-Tujuan yang disebut di atas, kepada mana-mana pihak yang berjanji untuk menyimpan data peribadi anda secara sulit, kepada mana-mana pihak sepertimana yang tertera dalam Polisi Privasi kami, atau sekiranya diperlukan di bawah undang-undang. Sesalinan Polisi Privasi kami boleh didapati di laman web kami di <http://www.mpigenerali.com>

Kami perlu mengumpul dan menyimpan data peribadi anda. Sekiranya anda tidak memberikan data peribadi anda kepada kami, atau tidak bersetuju dengan Notis Privasi ini, kami mungkin tidak dapat memberikan produk dan/atau perkhidmatan secara efektif kepada anda atau memproses data peribadi anda bagi Tujuan-Tujuan yang disebut di atas.

Kami akan memastikan data peribadi anda disimpan dengan selamat. Anda mempunyai hak untuk meminta akses kepada, mendapat salinan, mengemaskini atau memperbetulkan data peribadi anda yang disimpan oleh kami. Anda juga mempunyai hak untuk meminta kami menghadkan pemrosesan dan penggunaan data peribadi anda pada bila-bila masa (contohnya, meminta kami berhenti menghantaran iklan atau promosi kepada anda untuk tujuan pemasaran). Walaubagaimana pun, kami mempunyai hak untuk bergantung kepada mana-mana pengecualian dalam mengumpul, mengguna dan mendedah data peribadi anda.

Permintaan atau pertanyaan bertulis anda perlu disampaikan ke alamat di bawah:	Permintaan berkenaan akses data peribadi anda perlu disampaikan ke alamat di bawah:
Pengurus, Jabatan Khidmat Pelanggan MPI Generali Insurans Berhad Tingkat 8, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur No. Talipon: +603 2034 9888 Emel: generalenquiries@mpigenerali.com	Jabatan Perundangan dan Pematuhan MPI Generali Insurans Berhad Tingkat 8, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur No. Talipon: +603 2034 9888 Emel: lcd_pdpa@mpigenerali.com

Dengan memberikan data peribadi anda kepada kami, anda bersetuju untuk kami memproses data peribadi anda sepertimana yang tertera dalam Notis Privasi ini, dan anda mengesahkan bahawa semua data peribadi yang diberikan oleh anda adalah betul dan lengkap, dan tiada data peribadi yang mengelirukan atau yang belum dikemaskinikan. Anda mesti, dengan segera, mengemaskini data peribadi anda sekiranya terdapat apa-apa perubahan kepada data peribadi yang anda beri kepada kami.

Setakat mana yang anda telah memberikan (atau akan memberikan) data peribadi tentang ahli keluarga, pasangan, tanggungan anda (jikalau anda ialah seorang individu), pengarah, pemegang saham, wakil, ejen (jikalau anda ialah sebuah entiti korporat/organisasi) dan/atau individu lain, anda mengesahkan bahawa anda telah menjelaskan (atau akan menjelaskan) kepada mereka bahawa data peribadi mereka akan didedahkan kepada, dan akan diproses oleh, kami dan anda menyata dan menjamin bahawa anda telah diberi kuasa untuk mendedahkan data peribadi mereka kepada kami dan anda telah memperolehi persetujuan daripada mereka berkenaan dengan pemrosesan (termasuk pendedahan dan pemindahan) data peribadi mereka sepertimana yang tertera dalam Notis Privasi ini.

Berkecualan dengan individu yang belum mencapai usia dewasa (iaitu individu di bawah umur 18 tahun) atau individu yang tidak mempunyai kompeten untuk memberi persetujuan, anda mengesahkan bahawa anda ialah ibu bapa atau penjaga atau orang yang mempunyai kewajipan terhadap mereka atau orang yang dilantik oleh mahkamah untuk menguruskan urusan mereka atau mereka telah melantik anda untuk mewakili mereka, untuk memberi persetujuan bagi pihak mereka berkenaan dengan pemrosesan (termasuk pendedahan dan pemindahan) data peribadi mereka sepertimana yang tertera dalam Notis Privasi ini.

Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa. Sebarang perubahan atau pemindahan kepada Notis Privasi ini atau Polisi Privasi kami akan dimaklumkan melalui pengumuman di laman web kami atau melalui cara yang bersesuaian. Jika kami meminda Notis Privasi ini atau Polisi Privasi kami, pindaan itu hanya akan berkuat-kuasa untuk data peribadi yang dikumpul selepas kami memaparkan Notis Privasi atau Polisi Privasi kami yang terdinda.

Mengikut Seksyen 7(3) PDPA, Notis Privasi ini diterbitkan dalam Bahasa Inggeris dan Bahasa Malaysia. Sekiranya terdapat sebarang ketidakseragaman atau percanggahan di antara versi Bahasa Inggeris dan Bahasa Malaysia, versi Bahasa Inggeris akan digunapakai.