

YES SUPPORT SERVICES GROUP PERSONAL ACCIDENT

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WEST MALAYSIA BRANCH OFFICES

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JOHOR BAHRU Unit 1903 & 1904, Level 19, City Plaza, Jalan Tebrau, 80300 Johor Bahru, Johor. P +607 268 7600, F +607 268 7666, +607 268 7668

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KUANTAN No. 3 & 5, Tingkat 2, Transit Point, Jalan Dato' Lim Hoe Lek, 25000 Kuantan, Pahang. P +609 513 5288 F +609 513 3993

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EAST MALAYSIA BRANCH OFFICES

KOTA KINABALU Block B, Lot 1, 1st Floor, Jalan Lintas Highway, Lintas Jaya New Uptownship, 89500 Penampang, Sabah. P +6088 719 720, +6088 726 022,
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SANDAKAN Lot 9, Block B, Utama Place, Mile 6, North Road, 90000 Sandakan, Sabah. P +6089 212 233 F +6089 222 173

SIBU No. 38, 1st Floor, Jalan Keranji, 96000 Sibu, Sarawak. P +6084 316 633 F +6084 318 933

A PERSONAL NOTE FROM THE CHIEF EXECUTIVE OFFICER

Thank you for choosing MPI Generali Insurans Berhad as your preferred Insurer.

We are continuously seeking to upgrade our services and products. Therefore, to enable us to better understand your needs and expectations and to serve you better, we welcome you to provide us with your valuable feedback for improvement on any areas ranging from your product needs to your service expectations.

Kindly direct your suggestions / complaints directly to our Chief Executive Officer at our Head Office, 8th Floor, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur.

In instances when complaints remain unresolved and if such complaints involve financial services or products less than RM250,000 or involve motor third party property damage insurance claims less than RM10,000, you may refer the matter to:

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: +603 2272 2811

Fax: +603 2272 1577

E-mail: enquiry@ofs.org.my

Website: www.ofs.org.my

Notwithstanding the above, for enquiry or complaint if the complaint is not resolved, you may also refer the matter to:

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: +603 2174 1515

E-mail: bnmtelelink@bnm.gov.my

Website: www.bnm.gov.my

Chief Executive Officer

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

YES SUPPORT SERVICES - GROUP PERSONAL ACCIDENT

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 WITNESSETH, that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company agrees to pay the compensation or indemnity in the manner stated in this Policy in the event of the insured event stated herein occurring during the Period of Insurance.

DEFINITIONS

"Accident" or **"Accidental"** shall mean the event of explosion or combustion of the Device causing the death or permanent disablement or bodily injury to You, who is in possession of the Device and/or charging the device via any source of power or electricity.

"Bodily injury" shall mean accidental injuries sustained by You resulting solely, directly and independently of all other causes from an Accident and caused by external, violent and visible means and does not include sickness, disease or gradual physical or mental deterioration.

"Device" shall mean mobile phone or tablet which was purchased from the Policy Holder.

"Period of Insurance" shall mean the period stated in the Certificate of Insurance which is 2 years from the date of purchase of the device.

"Permanent Disablement" means permanent disablement of a member of the body, the details of which are stated in the Table of Compensation and which disability lasts more than three hundred and sixty-five (365) days following which there is no hope of improvement.

"Permanent Total Disablement" shall mean Permanent Disablement which

- a) Continues for a period of three hundred and sixty-five (365) days, and
- b) Is confirmed as total, continues and permanent by a Medical Practitioner after three hundred and sixty-five (365) days, and
- c) Entirely prevents You from engaging in or giving attention to gainful occupation or any and every kind for the remainder of Your life.

"Policy Holder" shall mean Yes Support Services Sdn Bhd.

"Total Paralysis" shall mean total and permanent loss of functional use of all four limbs and trunk arising solely and directly from the Bodily Injury, causing permanent damage to Your nervous system which shall completely and permanently prevent You from engaging in any occupation which You are capable by reason of education, training or experience, always provided that the disability must commence within 6 months of the Accident, has continued for an uninterrupted period of 365 days, cause You to be bedridden and be certified to be so by a qualified physician.

"You/ Your/ Insured Person" shall mean the named person as stated in the Certificate of Insurance which was declared to Us and premium has been paid.

"Us/ We/ Our/ The Company" shall mean MPI Generali Insurans Berhad

SECTION 1 – Personal Accident Benefits

If during the Period of Insurance You shall sustain any Bodily Injury caused by Accidental means, which within twelve (12) months thereof such injury shall solely and independently of any other cause result in Your death or disablement, as hereinafter defined, We will, subject to the terms exceptions and conditions contained herein or endorsed hereon, pay the compensation as specified in the Schedule and in accordance with the Table of Compensation.

TABLE OF COMPENSATION

Item No	RESULTS	% of COMPENSATION of the Capital Sum Insured
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 one or 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%
	f) Loss of hearing in both ears	75%
	g) Loss of hearing in one ear	20%
	h) Loss of speech	50%
	i) Loss of thumb – one phalanx or both phalanges	30%
	j) Loss of index finger – one phalanx or both phalanges	20%

Always Provided that:-

- (1) Such death or disablement occurs within twelve calendar months immediately after the date of Accident causing such death or disablement.
- (2) It is fundamental and absolute term of this Policy that under no circumstances will We be liable to make any payment in excess of the Original Capital Sum Insured or the Capital Sum Insured (as the case may be) in respect of any claim (s) under this Policy.
- (3) Where the injury is not specified, We reserve the right to adopt a percentage of disablement which, in Our absolute discretion, is not inconsistent with the provisions of the Table of Compensation.
- (4) Loss means in the case of limbs and digits means loss by physical severance or permanent total Loss of Use. Loss of Speech shall mean total inability to communicate verbally.
- (5) The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid during the period of this Policy, all insurance here under shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

SECTION 2 – Medical Expenses Benefit

If during the Period of Insurance You shall sustain any Bodily Injury caused by Accidental means, and require medical or surgical treatment by a legally qualified Medical Practitioner, We will indemnify you up to the maximum limit of RM 10,000.00. The maximum liability of the Company is cumulative during the Period of Insurance.

Medical Expenses covered include:-

- (a) hospital confinement and consultation fees of a qualified Medical Practitioner,
- (b) operating theater, x-ray examinations and laboratory test, medical reports,
- (c) medicine, prescribed drugs, and
- (d) reconstructive surgery as recommended by a legally qualified Medical Practitioner.

Medical Expenses covered does not include:-

- (a) traditional medicine or traditional treatment
- (b) physiotherapy of any form
- (c) medical expenses incurred after 180 days from the date of the Accident

If at the time of Accident, there is other subsisting insurance covering medical expenses We shall not be liable to pay more than its ratable portion.

GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRE POLICY

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 Yachting, 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 engaging in tree-felling sawing or the transportation of logs or sawn timber and the use of woodworking machinery.

(d) Driving a motorized vehicle or riding a two wheeled motorised vehicle 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 or 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.

GENERAL CONDITIONS APPLICABLE TO THE ENTIRE POLICY

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 the 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 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 procure and act on proper medical or surgical advice.
6. 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.
7. 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 initialed by an authorized representative of the Company.
8. 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 on the notice, whichever is earlier. However, there shall not be any refund made by the company in respect of the premium paid by the Insured.
9. 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.
10. 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.
11. No compensation shall be payable under this Policy until the total amount of such compensation shall have been ascertained and agreed.
12. 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.

EXTENSION / CLAUSES

Cash Before Cover

It is fundamental and absolute special condition of this contract of insurance that the premium dues 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.

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.

Accidental Burns Extension

It is hereby declared and agreed that this Policy is extended to cover if You suffer from second or third degree burns as diagnosed by a qualified medical practitioner. Provided that was caused by Accident as described herein.

Electrocution Extension

It is hereby declared and agreed that this Policy is extended to cover if You suffer from electrical injury as diagnosed by a qualified medical practitioner. Provided that was caused by Accident as described herein.

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 Company for any taxes or other government charges (however denominated) imposed by the government with respect to the execution or delivery of this Policy.