



Asia Specialty Insurance Limited

Formerly known as Asia Insurance Limited (Company No: LL08800)
8th Floor, Wisma Genting, Jalan Sultan Ismail, 50250 Kuala Lumpur,
Malaysia.

Tel: +603 2162 1128

Fax: +603 2164 1128

Email: general@asil.my

Website: www.asil.my

Golden Protection Personal Accident Policy

Whereas the insured named and described in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be Incorporated herein, applied to Asia Specialty Insurance Limited Formerly known as Asia Insurance Limited (Company No: LL08800)(hereinafter called 'the Company') for the insurance hereinafter contained and having paid or agreed to pay the premium as consideration for the Insurance.

The Company will subject to the terms, provisions, conditions and exclusions contained herein or endorsed hereon indemnify or pay the benefits to the Insured or in the event of death to the Insured's legal personal representatives in respect of any of the contingencies hereinafter defined happening during the period of Insurance provided described in the Schedule.

BENEFITS

SECTION A. ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

The Company will pay the benefits as specified in the Schedule and in accordance with the scale of benefits hereinafter contained if the Insured Person shall sustain bodily injury caused by Violent external visible and accidental means which injury shall solely and independently of any other cause result in the Insured Person's death or permanent disablement occurred during the period of insurance.

SCALE OF BENEFITS

BENEFITS	PERCENTAGE OF PRINCIPAL SUM INSURED
Accidental Death (occurring within twelve months of the accident)	100 %
Permanent Disablement	
Loss of two (2) limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total and irrecoverable loss of both eyes (whole eye and sight)	100%
Loss of one hand and one foot	100%
Loss of one foot and sight of one eye	100%
Total paralysis	100%
Injuries resulting in being permanently bed ridden	100%
Any other injury causing permanent total disablement	100%
Total and irrecoverable loss of eye (whole eye and sight)	50%
Loss of arm at shoulder	50%
Loss of arm between shoulder and elbow	50%
Loss of arm at elbow	50%
Loss of arm between elbow and wrist	50%
Loss of hand at wrist	50%
Loss of leg (at hip, between knee and hip and below knee)	50%
Loss of hearing both ears	40%
Loss of four (4) fingers and thumb of one (1) hand	30%
Loss of speech	25%
Loss of four (4) fingers	20%

Whereas the injury is not specified, the company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the above scale. Loss of speech shall mean total permanent inability to communicate verbally.

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Permanent Disablement shall mean physical severance of the member and shall include permanent total irrecoverable loss of use.

Total paralysis shall mean permanent total paralysis from the neck downwards (quadriplegia).

Permanent total disability shall mean disability as a result of an accident and the Insured Person at such date of disability and at anytime thereafter becomes totally and permanently disabled and becomes completely unable to engage in or attend to any occupation or employment or to perform any work for remuneration or profit

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, all insurance hereunder shall immediately cease to be in force. All other losses, smaller 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 B. FUNERAL EXPENSES DUE TO ACCIDENT

The Company will reimburse the Insured's legal representative of USD 800 in the event of death of a Insured Person, in respect of reasonable charges, for burial or cremation of the Insured Person outside home country in the locality where death occurs.

SECTION C. REPATRIATION EXPENSES DUE TO ACCIDENT

The Company will reimburse the Insured's legal representative up to maximum of USD 2,000 for Repatriation Expenses incurred in sending the Insured's mortal remains back to the Insured's home country if the Insured's death is due to an accident whilst travelling outside his/her home country.

The reimbursement of Repatriation Expenses shall be based on the actual expenses incurred or USD 2,000 whichever is lower, for the transportation of the Insured's mortal remains back to his/her home country.

SPECIAL PROVISIONS

Coma

Upon certification by a physician that the Insured has been in a state of coma for at least one (1) year due to an accident, the Company will pay 100% of the Principal Sum Insured. However, the Company has the right to recover the payment made if the Insured regains consciousness provided that a deduction of 10% of the aforesaid payment be made for each year the Insured was in a state of coma.

Disappearance

If a period of one (1) year has lapsed from the date of reported disappearance and the Company having examined all evidence available shall have no reason to suppose other than that an accident has occurred which in all probability has resulted in the death of the Insured, the disappearance of the Insured shall be considered to constitute a claim under this Policy and the full Principal Sum Insured shall be payable. However, if at any time after payment has been made the Insured is found to be alive, any sums paid by the Company in settlement of claim shall be refunded to the Company.

Exposure to Natural Elements

If following an accident the Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Scale of Benefits, such injury shall be considered as constituting a claim but only in respect of Scale of Benefits of this Policy.

EXCLUSIONS & LIMITATIONS

The Company will not be liable for any deterioration or loss of or theft of or damage to property or any legal liability, Injury, death or expense caused by or contributed to or arising from:

- a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- b. Riot or civil commotion, lockout or threat of such incident;
- c. HIV (Human Immunodeficiency Virus) and/or any HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivations, variations or treatment thereof however caused;
- d. Delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by customs or other government officials or authorities of any country;
- e. Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel;
- f. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- g. Mining, oil-rigging, aerial photography or handling explosive;
- h. The Insured Person engaging in any naval, military, air force, law enforcement or civil defence service or operation.

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The Company will not be liable for:

- a. Any consequential loss or damage not specified in this Certificate;
- b. Any loss due to currency exchanges of any and every description;
- c. Claims in respect of persons over seventy (70) years in age at the time of proposal.

The Company will not be liable for payment of any claim under this Certificate arising from or in consequence of:

- a. The Insured Person travelling in an aircraft other than a fully licensed passenger carrying aircraft;
- b. any kind of disease, infection, sickness, or illness
- c. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- d. The Insured Person's self-injury, insanity, suicide or attempted suicide (whether sane or insane) or wilful exposure to peril other than in an attempt to save human life;
- e. The Insured Person being under the influence of drugs or other substance abuse other than those prescribed by a Medical Practitioner but not when prescribed for the treatment of drug addiction;
- f. Solvent abuse;
- g. The Insured Person being under the influence of alcohol intoxication by alcohol, narcotics or drugs (unless drugs taken as prescribed by a qualified registered medical practitioner);
- h. The Insured Person participating in a Hazardous Sport;
- i. provoked murder or assault;
- j. while committing or attempting to commit any unlawful act.
- k. Any costs of treatment in respect of pregnancy, childbirth, miscarriage, abortion or menopause;
- l. Any Pre-existing physical or mental defects or infirmity;
- m. Cosmetic surgery;
- n. Illness or disorders of a psychological nature, nervous depressions, any anxiety state and/or nervous depressions, mental illness;
- i. while using woodworking machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward.
- o. while participating in any aerial sporting activities (such as hang-gliding, ballooning, parachuting, sky diving or such similar activities except bungee-jumping), winter sports, underwater activities involving the use of breathing apparatus exceeding 30 meters in depth, steeple-chasing, boxing, martial arts, mountaineering requiring the use of ropes or any other hazardous or dangerous activities or sports.

CONDITIONS

1. The Insured shall give immediate notice to the Company of any change of address, occupation, pursuits or of any injury, disease, physical defect or infirmity by which the Insured has become affected and also notice of any other insurance (excepting in connection with a Motor Insurance Policy) effected against accident or incapacity.
1. 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 procure and act on proper medical or surgical advice.
2. The Insured (or the Insured's legal personal representatives) 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 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 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.
3. 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 thereon, will be held valid unless the same is signed or initialled by an authorised representative of the Company.
4. 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 of the Insured's legal personal representatives) alone shall be effectual discharge.
5. 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.
6. The Company shall at any time by giving seven (7) days notice to the Insured by Registered Letter at the Insured's address as last

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known to the Company, be at liberty to determine 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 on seven (7) days notice to the Company and 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.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference 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 to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
8. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
9. 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 the truth of the statements and answers in the questionnaire, proposal and monthly declarations made by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

PREMIUM WARRANTY

- a. 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 thirty (30) days from the inception date of this Policy / Endorsement / Renewal Certificate.
- b. 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.
- c. 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.

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