



**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805



## **SPORTS PERSONAL ACCIDENT INSURANCE**

**For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Pacific & Orient Insurance Co. Berhad (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

**For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Pacific & Orient Insurance Co. Berhad (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, 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 the Insured and the Company.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

---

## CONSUMER INSURANCE CONTRACTS

---

This policy wording contains the details of your policy the contractual terms of your coverage. This policy and your certificate of insurance form the contract between you and us. Please read them and keep them safe.

There are words in bold text or capital letters have special meaning which can be found in Definition of this policy. You are advised to refer to these special meanings when you read the policy as they will help you understand the coverage. We have tried to make these meaning as understandable as possible. If there is anything that you do not understanding from these meaning or if there is, at any time, anything else this policy which you would like to have more information, please contact our Telephone No. [03-26985033].

---

### SCOPE OF INSURANCE

---

Subject to the terms and conditions contained in this policy, and after you have agreed and paid to us the premium, we will insure you against an accident or any liability directly or indirectly caused by Sports or Non-Sports accident as described, occurring anytime, anywhere in the world during the Period of Insurance.

---

### ABOUT THE COVERS

---

You can choose one of these plans:

- One Day Plan
- Paragliding Students Plan
- Annual Plan

Your coverage type is indicated on your Certificate of Insurance.

---

### ELIGIBILITY

---

#### One Day Plan

You are eligible to be covered under our One Day Plan if you, on the start date be:

- a. Over 18 and under 65 years of age.

For any of your dependent children to be covered, he or she must be:-

- a. Between the age of 15 and 18; and  
b. Living permanently with you or their other parent or legal guardian in Malaysia.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

**Paragliding Student Plan (Annual)**

You are eligible to be covered under our Paragliding Student Plan if you, on the start date be:

- a. Malaysian Citizen or Permanent Resident, or foreigners living in Malaysia with valid working permit.
- b. Age 18 and under 65 years of age.

**Pilot, Spouse and Dependent Annual Plan**

You are eligible to be covered under our Annual Plan if you, on the start date be:

- a. Malaysian Citizen or Permanent Resident, or foreigners living in Malaysia with valid working permit. Your certified Paragliding Pilot.
- b. For Spouse and dependent children to be covered, he or she must be:-
  - i) Spouse must be 18 and under 65 years of age
  - ii) For any of your Dependent children to be covered, he or she must be between the age of 15 and 18; and
  - iii) Living permanently with you or their other parent or legal guardian in Malaysia.

You can only be covered under one of our Sports Personal Accident Insurance plans at any one time.

---

**GEORGRAPHICAL AREA COVERED**

---

For Day Plan and Paragliding Student Plan, You are only covered for the geographical area in which you are performing Sports is located within Malaysia.

For Annual Plan, You will be covered worldwide including Malaysia in which you are performing Sports.

---

**WHAT IS NOT COVERED**

---

- a. Professional sports
- b. All forms of martial arts such as boxing, wrestling, karate.
- c. Aerobatics flying, sky surfing, wing suit flying.
- d. Base jumping.
- e. Cliff jumping, cliff diving and/or coasteering.
- f. Expedition to generally inaccessible and remote areas of a country or areas previously unexplored.
- g. American football, all forms of rugby, aussie rules and the likes.
- h. Heli-skiing
- i. Rock or snow or ice or alpine climbing performed solo, freestyle or climb without ropes and all forms of solo climbs.
- j. Sailing and/or yachting offshore.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>

SST Registration No./ No. CP W10-1808-31021805

---

## **POLICY AMENDMENT**

---

If you intend to amend your policy details, you must let us know in writing or contact our telephone No. [03-26985033]. Such amendment becomes effective after it has been confirmed and recorded by us with issuance of endorsement.

---

## **POLICY CANCELLATION (ANNUAL POLICY ONLY)**

---

For One Day Plan, if You decide that You do not want this policy, you may cancel this policy at any time by informing our customer service team/ representative before the effective date as shown in Your Certificate of Insurance. However, there will be strictly no refund of any part of Your premium.

For Paragliding Student Plan and Annual Plan, You may cancel this policy at any time by giving notice to us provided no claim has arisen during the current period of insurance. In the event of such cancellation, we will apply a short rate refund as follows:-

| CANCELLATION OF POLICY REFUND | (%) |
|-------------------------------|-----|
| Within 2 Months               | 60% |
| Within 3 Months               | 50% |
| Within 4 Months               | 40% |
| Within 5 Months               | 30% |
| Within 6 Months               | 25% |
| Over 6 Months                 | 0%  |

There will be no refund if a claim has been made during the period of insurance. Such cancellation shall be without prejudice to any event giving rise to a claim under this policy prior to the cancellation date.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>

SST Registration No./ No. CP W10-1808-31021805

---

**POLICY DEFINITIONS**

---

The following definitions shall apply to these words when used in this Policy Wording.

**Accident** or **Accidental** means an unexpected, unintended, unforeseeable event causing bodily injury provided that this shall not include any event that results in sickness, illness, or disease.

**Bodily Injury** means any physical injury to the body which is caused directly and solely by accident, and is not intentionally self-inflicted.

**Child** or **Children** means Your dependent child, an unmarried person not older than 18 years of age.

**Certificate of Insurance** means the document we give You which confirms that we have issued a policy to You and sets out the insurance details personal to You. It includes any changes, conditions and exclusions made to suite Your individual circumstances and may amend the policy document.

**Doctor** means a qualified medical practitioner or dentist, holding the necessary certification in the country in which they are currently practicing, but excluding You being the Doctor.

**Loss of sight** means complete and permanent irrecoverable loss of sight.

**Loss of limb** means the total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**Loss of speech** means the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

**Loss of hearing** means permanent irrecoverable loss of hearing where:

- If a dB = hearing loss at 500 Hertz
- If b dB = hearing loss at 1000 Hertz
- If c dB = hearing loss at 2000 Hertz
- If d dB = hearing loss at 4000 Hertz
- $\frac{1}{6}$  of (a+2b+2c+d) is above 80 dB

**Medical expenses** means the actual reasonable and customary charges incurred as a result of bodily injury in respect of medical, clinical or surgical treatment given or prescribed by a doctor and all hospital supplies, nursing, room and board, and ambulance charges which is medically necessary.

**Reasonable and customary charges** means the charges does not exceed the general level of charges being made by other similar standing in the locality where charges is incurred, when





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

furnishing like or comparable treatment, services, or supplies to individual of the same gender and of comparable age for a similar injury and in accordance to accepted medical standards and practice could not have been omitted without adversely affecting Your medical condition.

**Medically** necessary means a medical service which is:

1. Consistent with the diagnosis and customary medical treatment for a covered bodily injury, and
2. In accordance with standard of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
3. Not for You or the doctor's convenience, and unable to be reasonably rendered out of hospital, and
4. Not of an experimental, investigational or research nature, preventive or screening nature, and
5. Reasonable and customary charges.

**Sports** means an activity involving physical extension and skill in which an individual or team competes another or others for entertainment, or performed for leisure including participating in races or competition but solely as an amateur athlete excluding motorcycling and driving a motorcar whether it is a race or not.

**Terrorism** shall mean an act or series of acts, including any actual use or threatened use of force or violence directed at or causing damage, injury, harm, disruption, or commission of an act dangerous to human life or property, against individual, property or government, with the objective of pursuing for political, religious, nationalistic, racial, economy or ideological purpose including the intention to influence any government and/or to put the public in fear for such purposes. Terrorism also includes any act which is recognized by the relevant government or authorities as Terrorism. Robberies or similar criminal acts, primarily committed for personal gain, or arising from personal relationship between perpetrator(s) and victim(s) will not be considered as Terrorism.

**Total disablement** means injury of a permanent nature which solely and directly totally disables and prevent You from attending to any business, occupation of any and every kind or if You have no business or occupation, from attending to Your usual duties or activities.

**Period of Insurance** means the dates over which Your insurance is valid, as shown in Your schedule, subject to policy terms and conditions.

**Pre-existing medical condition** means any injury, illness, condition or symptom:

1. for which treatment, medication, advice or diagnosis has been sought or received or was foreseeable during the twelve (12) months prior to policy inception.
2. Which was known or unknown to You to exist prior to policy inception whether or not treatment, medication, advice or diagnosis was sought or received.

**We, us, or our** means **Pacific & Orient Insurance Company Berhad**.

**You and Your** means the persons named in the certificate of insurance as insured.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

**POLICY BENEFITS**

**1. ACCIDENTAL DEATH**

- 1.1. If You suffers bodily injury due to an accident which results in death within twelve (12) months from the date of the Accident, the benefit shall be payable as stipulated in the Table of Benefits.
- 1.2. You can claim the benefit either in respect of a sports accident or a non-sports accident.

**2. PERMANENT DISABLEMENT**

- 2.1. If you suffer accidental bodily injury which results in loss or permanent loss of use which:
  - a. Falls into one of the categories listed in the Schedule of Compensation; and
  - b. Is certified by a Doctor as beyond reasonable medical hope of improvement.
- 2.2. You can claim the benefit either in respect of a sports accident or a non-sports accident.

| SCHEDULE OF COMPENSATION  | PERCENTAGE OF CAPITAL BENEFIT |
|---|-------------------------------|
| Permanent total disablement                                       | 100%                          |
| Permanent and Incurable paralysis of all limbs                    | 100%                          |
| Permanent total loss of sight of both eyes                        | 100%                          |
| Permanent total loss of or the of use of two limbs                | 100%                          |
| Permanent total loss of speech                                    | 100%                          |
| Permanent total loss of hearing in:<br>a) both ears<br>b) one ear | 100%<br>50%                   |
| Permanent total loss of sight in one eye                          | 50%                           |
| Loss of or the permanent total loss of use of one limb            | 50%                           |

Please see Words with Special Meanings for definitions relating to permanent loss.

Where the injury is not specified, we reserve the right to adopt a percentage of disablement which, in its opinion, is not inconsistent with the provisions of the above Schedule of Compensation.

- 2.3. The aggregate of all percentages payable in response of any one Accident shall not exceed 100% of the principal sum insured. In the event of a total 100% having paid during the Period of Insurance, all insurance coverage hereunder shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by the amount from the date of Accident until the expiry of this policy.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

- Coma

If you have been in coma state for at least one (1) year as result of Accident and certified by a Doctor, we will pay 100% of the principal sum assured. However, we reserve the right to recover the payment made if you regain consciousness.

- Disappearance

If after one (1) year has lapsed from the date of reported disappearance, we will pay 100% of the principal sum assured after we have examined all evidence available and have no reason to suppose other than that an Accident had occurred which in all probability has resulted in the death. However, we reserve the right to recover the payment made if you are found to be living.

- Exposure

This policy covers death or permanent disablement claims caused by exposure to the elements as a result of Accident. The death is subject to inquest to determine whether You died of exposure as a result of an Accident.

### **3. MEDICAL EXPENSES REIMBURSEMENT**

3.1. We will reimburse for reasonable Medical Expenses necessarily incurred in Malaysia or Overseas for the treatment of Bodily Injury as a result of a sports or non-sports Accident, provided that:-

- a) The medical expense must have been incurred on the advice of a Doctor.
- b) This benefit is subjected to an excess of MYR50 per claim.

The maximum amount we will pay for all claims combined under this Section is shown under the Table of Benefits.

3.2. If you suffer Bodily Injury and incurs Medical Expenses outside of Malaysia within sixty (60) days from the date of accident, we will pay the benefit up to the limit as shown in Table of Benefits, provided that:

- a. Accident took place when you are traveling outside of Malaysia and needs to be hospitalized as a consequence of an emergency situation where medical treatment cannot be reasonably postponed until you return to Malaysia.
- b. We will not pay:
  - I. If you travel outside of Malaysia for more than ninety (90) days.
  - II. For the transportation cost of such recommended transfers to hospital outside of Malaysia.

3.3. We will not pay for medical expense:

- a) Relating to any treatment that can reasonably be delayed until your return to Malaysia.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

- b) Relating to any treatment that you knew would be required prior to purchasing the policy.
- c) Relating to treatment by a chiropractor or physiotherapist unless approved by us.
- d) Incurred for donation of any body organ by you and costs of obtaining the organ including all costs incurred by the donor during organ transplant.
- e) Relating to regular treatment(s) or check-ups.

**4. PURCHASE OF ORTHOPEDIC EQUIPMENT**

- 4.1. We will reimburse you the reasonable and necessary charges incurred for the purchase and/or hire of Orthopedic Equipment and/or Prosthetic Device as a result of a Sports related Bodily Injury that is covered under Benefit No. 3 – Medical Expenses Reimbursement, provided that:
- a. The Orthopedic Equipment and/or Prosthetic Device is prescribed by the Doctor and supplied by the hospital which you were being hospitalized.
  - b. If the Orthopedic Equipment and/or Prosthetic Device is not available from the same hospital and you are recommended by your attending Doctor to purchase outside of the hospital, we will reimburse you for the reasonable and customary charges incurred for the purchase of Orthopedic Equipment and/or Prosthetic Device.
- 4.2. We will not pay if the Orthopedic Equipment or Prosthetic Device is used solely for the purpose of injury prevention.

Special Definition:

**Orthopedic Equipment** means structural devices designed to stabilize, protect, correct orthopedic disorders and/or to assist in post-surgical recovery required as a result of a Sports related Bodily Injury.

**Prosthetic Device** means artificial substitute or replacement of a part of the body designed for functional and/or cosmetic reasons required as a result of a Sport related Bodily Injury.

**5. SPORTS EQUIPMENT**

- 5.1. We will indemnify you the cost of replacement of the sports equipment up to the amount as shown in the Table of Benefit less off the applicable excess and must fulfil the following conditions:-
- a. The Sports Equipment is Accidentally damaged whilst you are using it to perform Sports.
  - b. You sustained Sports related Bodily Injury requires hospitalization.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

Excess: 10% of the claim amount for each and every claim.

**Special Conditions:**

- a. All claims will be subject to our discretion in assessing the value of the claim based on the age, technology advancement for any applicable betterment and

estimated wear and tear of the sports equipment and its components that forms the basis of the claim.

- b. If you have activated other insurance for the same sports equipment insured, our liability shall be limited to our ratable proportion of the claim.  
c. The maximum amount we will pay for all claims combined under this section is shown on the Table of Benefits.

**5.2. We will not pay if:**

- a. Your sports equipment is stolen.  
b. Damage to sports equipment which does not belong to you.  
c. Damage to sports equipment whilst it is being transported in any mode of transportation.  
d. Damage to sports equipment due to mechanical or electrical breakdown or derangement, wear and tear, inherent defect, defective design, rot, fungus, mould, vermin or infestation or any gradual operating cause.  
e. Damage to sports equipment due to weather or climate changes or any other gradually deteriorating cause.  
f. Loss or damage to sports equipment due to jettison of sports equipment.

**Special Definition:**

**Sports Equipment** means an object that you used solely to perform sports and shall exclude any vehicles or equipment licensed for road use, any form of sports apparels, bags, items used to store or carry the sports equipment, all form of balls including golf balls and shuttle cocks, global positioning devices, watches, speed or fitness tracking devices, cameras and the likes.

**6. PERSONAL LIABILITY**

**6.1. We will cover your legal liability for payment of compensation in respect of:**

- a. Death, bodily injury or illness, and/or  
b. Physical loss of damage to third party's property as the result of an Accident caused by you which occurs whilst you are performing the Sports.

We will also reimburse your reasonable legal costs and legal expenses for settling or defending the claim made against you which you are legally liable to pay.

The maximum amount we will pay for all claims combined under this Section is shown under the Table of Benefits.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

**6.2. We will not pay for expenses:**

- a. Arising from using a gun whether it is for the purpose of Sports or not.
- b. Arising out of the ownership, custody or use of any animal, aerial device, watercraft or mechanically propelled vehicle regardless of whether it is for the purpose of Sports or not.
- c. Arising from any form of martial arts and football.
- d. Arising out of the conduct of a business, profession or trade.
- e. Arising which is caused by your intentional act.
- f. Arising out of sexual molestation, corporal punishment, or physical or mental abuse.
- g. Relating to any loss, damage or expenses which are covered or should have been covered under a statutory or compulsory insurance policy, statutory or compulsory insurance or compensation scheme or fund, or under workers' compensation legislation, an industrial award or agreement, or accident compensation legislation.
- h. Relating to any fine, penalty or aggravated, punitive or exemplary or liquidated damages.
- i. Caused by disease that is transmitted by you.
- j. Concerning any relief or recovery other than monetary amounts.
- k. Relating to liability arising from a contract that imposes on you a liability which you would not otherwise have.
- l. Due to assault and/or battery committed by you or at your direction.
- m. Relating to conduct intended to cause personal injury, property damage or liability with reckless disregard for the consequences of you or any person acting with your knowledge, consent or connivance.

You must check "General Exclusions Applicable to All Sections" for other reasons why we will not pay.

**PROVISION**

1. Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to our satisfaction.
2. Compensation under the Medical Expenses Reimbursement shall be payable only if such medical or surgical treatment is furnished to You by a qualified Doctor within one (1) year after the date of Accident, provided that the first expenses is incurred within forty-eight (48) hours after the date of Accident.

**EXTENSIONS**

- a. Snake Bites, Animal Bites and Insects Bites. This policy is extended to cover the Insured Person as within mentioned directly resulting from snake bites, Animal Bites and Insects Bites. Insect bites exclude mosquito bites.
- b. Food And Drinks Poisoning. It is hereby declared and agreed that this Policy is extended to cover Accidental Death and Permanent Disablement as a result of Accidental food and





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

drinks poisoning excluding any claim incurred arising out of or in connection with any of the Insured Person's own willful or intentional act or act of suicide.

- c. It is hereby agreed that this Policy shall extends to cover Death or Disablement insured herein whilst operation or riding a Motor ATV (whether as a rider or passenger), provided always that this extension shall not apply, whilst insured Person is engaged in racing, pace-making, reliability trial or speed testing.

**EXCLUSIONS**

We will not pay for any loss, injury, damage or legal liability arising directly or indirectly from:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power, martial law or state of siege, any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or custom regulations or nationalization by or under the order of any government or public or local authority.
2. Any pre-existing medical condition including congenital conditions, illness or degenerative conditions regardless whether it is aggravated by an accident or not.
3. Direct participation in any terrorism act which includes but not limited to involving the use of nuclear, chemical or biological materials or applications.
4. Ionizing radiations, or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; Radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
5. Any illegal or unlawful intention act that breaks any government prohibition or regulation.
6. Pregnancy, childbirth, abortion, miscarriage, menopause and any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom unless otherwise stated in the benefit.
7. Sexually transmitted diseases, HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivations, variations or treatment thereof however caused.
8. Suicide or attempted suicide, intentional self-inflicted injury.
9. Psychosis, mental and nervous disorders including insanity, sleep disturbance disorders.
10. Under the influence or effects of alcohol or drugs unless properly prescribed by a medical practitioner and taken as prescribed.
11. Any cost of preventative medication or preventative treatment including, but not limited to, vaccination or contraception and non-emergency medical check-ups.
12. Cosmetic or plastic surgery or any elective surgery.
13. Provoked murder or assault.
14. Expenses incurred for donation of any body organ and cost of obtaining organ including all costs incurred by the donor during organ transplant.
15. Expenses incurred for treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation center.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

16. Flying as a member of the aircraft crew or for the purpose of engaging in any trade or technical operation in the aircraft.
17. Whilst you are engaged with speed or reliability trials or racing with a motorcycle, motorcar, powerboat or bobsleigh regardless the race is amateur or not.
18. Performing sports whilst you do not hold a valid qualification or if you sustained bodily injury due to your failure to comply to the age, safety or fitness requirements which are required by the related sports qualification. This exclusion is applicable to sports which require you to hold a valid qualification to perform the sports.
19. If you are not a qualified scuba diver unless accompany by a qualified scuba diving instructor up to the depth of twelve (12) meters. If you are a qualified scuba diver but do not dive in accordance to the depth limits of your qualification or scuba diving exceeds the depth of fifty (50) meters.
20. If you are deemed as not fit to perform the sports or you perform the sports against doctor's advice.
21. If you are a professional sports person or engaging in any professional sports or a sport coach who provides training to professional or national or state competition. Professional sports persons means a person:
  - a. Who earns more than MYR30,000 per annum from sports; and/or
  - b. Engages in government sponsored or private sports development program; and/or
  - c. Classified as a national and/or state athlete; and/or
  - d. Competes in sports on a professional level.
22. Any injury which arises in the course of your occupations if your occupations falls within the following categories or engage the following activities:
  - a. Full time military, airforce and navy personnel, police and civil defense personnel.
  - b. Aerial photographers.
  - c. Motor racer, entertainer, armed security guard.
  - d. Manual worker regardless of whether any machinery or tools are used including but not limited wood working machinists, construction worker and kitchen help.
  - e. Offshores rig worker or diver, firefighter, fishermen.
  - f. Working onboard sea vessel or aircraft such as air crew, ship crew, shipyard worker.
  - g. Working at height above 30 feet including but not limited to roofing activities, on the scaffolding or gondola.
  - h. Mine or underground worker, in tunnel or quarry.
  - i. Any occupation dealing with explosives, ammunition or hazardous substances.
  - j. Racing Drivers.
  - k. Circus performers.
  - l. War correspondents.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

---

## GENERAL CONDITIONS

---

### 1. FITNESS FOR SPORTS

At the time of effecting this insurance, you must be medically fit to participate in the sports and not be aware of any circumstances which could lead to claim under this policy, otherwise no claim will be payable.

### 2. DUTY TO COMPLY WITH THE CONDITION

Failure to comply with any of the provisions contained in this policy will invalidate all claims herein.

### 3. FRAUD

If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim, submission of forged or falsified documents by you or anyone acting on your behalf will invalidate all claims herein and the policy shall be forfeited.

### 4. DISAPPEARANCE

If after a period of one (1) year, we have examined all available evidence and we are satisfied that your disappearance can be presumed to be due to death as a result of bodily injury, we will pay the accidental death benefit. If at any time after we have paid the benefit, you are found to be living, the payment must be refunded to us.

### 5. TO WHOM INDEMNITIES ARE PAYABLE

Indemnity for your loss of life is payable to your estate. All other indemnities of this Policy are payable to you. All the relevant claim forms should be completed and submitted by you, if not, an authorization letter signed by you is required to proof that others have the right to make a claim instead of you.

### 6. CLAIMS NOTICE

- a. Notice of Injury on which the claim may be based and which is covered by this policy, must be given in writing to us within thirty (30) days after the occurrence. Upon receipt of such notice, we will furnish you with a claim form for filling of proof of claim.
- b. In case of death reasonable notice shall be given to us before burial or cremation and we may require to be represented at a post-mortem or examination of the body. We reserved the right and opportunity to conduct autopsy at our expense.

### 7. CLAIMS PROCESSING

We endeavor to process your claim within 10 working days of us receiving a completed claim form and all necessary documentation. If we need additional information, a written request will be sent to you within 10 working days. We will pay all claims in Malaysia Ringgit. The rate of currency exchange that will apply is the rate at the date of loss occurrence. No indemnity from us will carry any interest.





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

**8. APPLICABLE LAW**

This policy is construed, and any dispute in respect of this policy is to be determined, in accordance with the laws of Malaysia.

**9. SERVICE TAX**

With effect from 1 September 2018, Service Tax is implemented by the Government of Malaysia at a rate of six (6) per centum. We reserves the right to collect from you an amount equivalent to the Service Tax payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1 September 2018, to collect from you an amount equivalent to the Service Tax payable on the applicable premium calculated from 1 September 2018 on a pro-rated basis. Your obligation to pay Service Tax shall form part of the Terms and Conditions in your insurance policy.

The laws governing Service Tax are as per the Service Tax Act, 2018 and all Regulations passed by the Government of Malaysia from time to time.

**10. OVERSEAS RESIDENT**

If You travel or reside outside of Malaysia, the maximum period of cover will be ninety (90) consecutive days from the date You depart from Malaysia.

Not applicable for one day plan Tandem Passenger.

**11. ALTERATIONS**

We reserve the right to amend the terms and conditions of this Policy.

**12. BENEFICIARY CLAUSE**

Your claim for loss of life is payable to the nominee(s) elected by You and if there is no nominee, to the legal beneficiary as stipulated under the Probate or Letters of Administration, or for foreigners, any equivalent document in accordance with the Your country's laws. Claim for all other benefits will be paid to You or your estate upon death. The process of claim including settlement shall be handled between you or your nominee or your estate and Us as the case may be, whose sole discharge will constitute full and final discharge of the claim lodged



**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific &amp; Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>

SST Registration No./ No. CP W10-1808-31021805

**SCHEDULE OF BENEFITS****1) PARAGLIDING STUDENT PLAN**

| Benefits Description  | Plan AA1<br>(A and B) | Plan BB1<br>(C and D) |
|---|-----------------------|-----------------------|
| <b>Accidental Death &amp; Permanent Disablement</b><br>Compensate in the event of death or permanent disablement as a result of a sports or non-sports accident.  | 20,000                | 30,000                |
| <b>Medical Expenses Reimbursement</b><br>Reimburses the necessary and reasonable cost of medical treatment incurred for injuries resulting from a sports and non-sports accident.<br>Excess of RM50 applies for each and every claim. | 3,000                 | 2,000                 |
| <b>Personal Liability</b><br>Provides coverage for third party legal liability in respect of death, bodily injury or physical loss or damage to property caused by you during your sports activity.                                   | 20,000                | 50,000                |
| <b>Sports Equipment</b><br>We compensate for the damage to your sports equipment if you suffer accidental bodily injury during your sports activity which resulted in hospitalization, subject to a 10% excess.                       | 3,000                 | 5,000                 |

**1) ANNUAL PLAN (PILOT, SPOUSE AND DEPENDENT)**

| Benefits Description  | Plan AP1 | Plan AP2 |
|---|----------|----------|
| <b>Accidental Death &amp; Permanent Disablement</b><br>Compensate in the event of death or permanent disablement as a result of a sports or non-sports accident.  | 50,000   | 100,000  |
| <b>Medical Expenses Reimbursement</b><br>Reimburses the necessary and reasonable cost of medical treatment incurred for injuries resulting from a sports and non-sports accident.<br>Excess of RM50 applies for each and every claim. | 10,000   | 20,000   |



**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific &amp; Orient Group



11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

|   |         |         |
|---|---------|---------|
| <b>Purchase of Orthopaedic Equipment</b><br>Reimburses the cost of orthopaedic equipment which includes but not exhaustive to Wheelchair, artificial arm or leg or crutches prescribed by attending specialist following a hospitalization. | 1,000   | 2,000   |
| <b>Personal Liability</b><br>Provides coverage for third party legal liability in respect of death, bodily injury or physical loss or damage to property caused by you during your sports activity.   | 100,000 | 200,000 |
| <b>Sports Equipment</b><br>We compensate for the damage to your sports equipment if you suffer accidental bodily injury during your sports activity which resulted in hospitalization, subject to a 10% excess.                             | 3,000   | 5,000   |

**2) ANNUAL PLAN (SPOUSE AND DEPENDENT)**

| Benefits Description  | Plan AP1 |
|---|----------|
| <b>Accidental Death &amp; Permanent Disablement</b><br>Compensate in the event of death or permanent disablement as a result of a sports or non-sports accident.  | 50,000   |
| <b>Medical Expenses Reimbursement</b><br>Reimburses the necessary and reasonable cost of medical treatment incurred for injuries resulting from a sports and non-sports accident.<br>Excess of RM50 applies for each and every claim.       | 10,000   |
| <b>Purchase of Orthopaedic Equipment</b><br>Reimburses the cost of orthopaedic equipment which includes but not exhaustive to Wheelchair, artificial arm or leg or crutches prescribed by attending specialist following a hospitalization. | 1,000    |
| <b>Personal Liability</b><br>Provides coverage for third party legal liability in respect of death, bodily injury or physical loss or damage to property caused by you during your sports activity.   | 100,000  |
| <b>Sports Equipment</b><br>We compensate for the damage to your sports equipment if you suffer accidental bodily injury during your sports activity which resulted in hospitalization, subject to a 10% excess.                             | 3,000    |





**PACIFIC & ORIENT INSURANCE CO. BERHAD**

Registration No. 197201000959 (12557-W)

A Member of the Pacific & Orient Group

11<sup>th</sup> Floor, Wisma Bumi Raya,  
No. 10, Jalan Raja Laut, 50350 Kuala Lumpur  
P.O. Box 10953, 50730 Kuala Lumpur

Website : <http://www.poi2u.com>  
SST Registration No./ No. CP W10-1808-31021805

---

## **YOUR DUTY OF DISCLOSURE**

---

It is emphasised that prior to entering into this **Policy**, each **Insured** is under a duty to disclose to the **Insurer** every fact that it knows, or could reasonably be expected to know, that may influence Pacific & Orient Insurance Co. Berhad assessment and acceptance of the risk and the terms of such acceptance. If the **Insured** is uncertain as to whether or not particular information is material, these facts should be disclosed to Pacific & Orient Insurance Co. Berhad.

The duty of the **Insured** does not require disclosure of any fact:

- That diminishes the risk to be undertaken by the **Insurer**;
- That is of common knowledge;
- That the **Insurer** knows or, in the ordinary course of its business, ought to know;
- As to which compliance with your duty is waived by the **Insurer**.

All information provided in support of the application for insurance by each **Insured** must be correct, as each **Insured** will be bound by the answers and by the information it has provided.

If an **Insured** does not comply with its duty of disclosure or makes a misrepresentation, the **Insurer** may be entitled to reduce its liability under the **Policy** in respect of a claim or may cancel or avoid the **Policy**.

If the non-disclosure or misrepresentation is fraudulent, the **Insurer** may also have the additional option of avoiding the contract from its beginning and returning the premiums paid.

### **COMPLAINTS PROCEDURE**

It is Pacific & Orient Insurance Co. Berhad intention always to supply a first-class standard of service. However, should you have any cause for complaint or you wish to make an enquiry regarding this insurance you may contact us through our website : [www.poi2u.com](http://www.poi2u.com) or write to us.

### **DATA PROTECTION**

Pacific & Orient Insurance Co. Berhad holds data in accordance with the Personal Data Protection Act, 2010 (Act 709). It may be necessary to pass data to other organisations that supply services or products associated with this **Policy**. In order to verify information, or to prevent or detect fraud, information provided might be shared with other organisations and public bodies, including law enforcement agencies.

If you have any questions about the way in which Pacific & Orient Insurance Co. Berhad uses or holds your personal information or you have any complaint you can write to:

General Manager  
Pacific & Orient Insurance Co. Berhad  
11<sup>th</sup> Floor, Wisma Bumi Raya, No 10, Jalan Raja Laut  
50730 Kuala Lumpur

### **DISPUTE RESOLUTION**

Disputes can be referred to Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau). You may refer the matter to the Ombudsman for Financial Services to resolve the dispute. Their contact details are as follows :-

Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Fax: +603-2272 1577 or email to: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my).

