

GROUP PERSONAL ACCIDENT WITH PERMANENT DISABLEMENT POLICY

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to Your 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 Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

For Non-Consumer Insurance Contracts (Insurance for purposes related to Your 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 your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

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

We hereby insure the Insured Person(s) named in the Policy Schedule attached hereto if included hereunder, subject to the terms, conditions and exclusions contained herein.

IN WITNESS WHEREOF We have caused this Policy to be executed on and to commence on the Effective Date of Insurance as stated in the Policy Schedule, provided that this Policy shall not be binding on Us unless the Policy Schedule is signed by Our authorised representative.

ELIGIBILITY

An Insured Person can be any premium user of Boost App who: -

- a) enrolls into the insurance cover proposed by the Insured; and
- b) accepts the terms and conditions set out by the Insured; and
- c) between the age of eighteen (18) and sixty-five (65) years old

SCOPE AND LIMITS OF COVER

Commencement of Coverage

The insurance shall be effective upon the enrolment of insurance cover by the respective Insured Person or the effective date of this Policy, whichever is later.

Termination of Coverage

All the coverage of an Insured Person under this Policy shall terminate automatically on the earliest of the following events:

- a) Upon the expiry date of the Period of Insurance of this Policy;
- b) Upon the end of Insured Person's respective Duration of Cover;
- c) Upon the Insured Person ceasing to satisfy any of the eligibility requirements set out herein;
- d) When Benefits (A) or (B) becomes payable under this Policy

DESCRIPTION OF COVER

Benefit (A) – Accidental Death

If during the Duration of Cover, the Insured Person sustains Bodily Injury which results in Death within three hundred and sixty-five (365) days from the date of Accident, We will pay the relevant Sum Insured as specified in the Schedule of Benefits.

Benefit (B) – Permanent Disablement

If during the Duration of Cover, the Insured Person sustains Bodily Injury which results in Permanent Disablement within three hundred and sixty-five (365) days from the date of Accident, We will pay the relevant Benefits stipulated below up to the relevant Sum Insured as specified in the Schedule of Benefits.

Description	% of the amount of compensation shown in the Schedule of Benefits
Permanent Total Disablement	100%
Bodily Injury resulting in:	

- Total paralysis	100%
- Permanently bedridden	100%
Loss of Sight of both eyes	100%
Loss of two Limbs	100%
Loss of Speech and Hearing	100%

Permanent total Loss of Use of a member shall be treated as Loss of the member.

The aggregate of all percentages payable in respect of any one Insured Person shall not exceed one hundred percent (100%). In the event of a total of one hundred percent (100%) having been paid all insurance hereunder in respect of that Insured Person shall immediately cease to be in force.

POLICY PROVISIONS

The Insured Person must be an Active Premium User at the time of the Accident to be eligible to make a claim under this policy.

Active Premium User is defined by the Insured as any premium user that has performed a single or multiple transaction(s), in the forms of top-up, reload or spending through the wallet functionality of Boost App, which are at least worth a specified amount in total transaction(s) as determined by the Insured within thirty (30) days period prior to or on the date of Accident.

DEFINITIONS

These terms, wherever used in this Policy, are defined as follows:

1. **Accident or Accidental** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Bodily Injury.
2. **Bodily Injury** shall mean Physical injury which is caused by an Accident and independent of any other cause and does not include sickness, disease or any naturally occurring condition or degenerative disease.
3. **Boost App** shall mean a software application named as "Boost" or such other name as may be determined by Boost from time to time which is downloaded unto the mobile device of the Insured Person.
4. **Doctor or Physician or Surgeon** shall mean a registered medical practitioner who is qualified and licensed to practise western medicine and who, in rendering such treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is Insured/Insured Person himself/herself.
5. **Duration of Cover** shall mean the duration which the coverage is effective for the respective Insured Person and it shall not be more than three (3) months from the date of his/her enrolment of the insurance cover under the Policy.
6. **Effective Date** shall mean the date shown in the Policy Schedule or Endorsement from which cover (or an amendment to the cover) under this Policy commences.
7. **Endorsement** shall mean an authorized amendment to this Policy.
8. **Insured** shall mean the Policyholder described in the Policy Schedule.
9. **Insured Person** shall mean the BOOST App premium user who satisfies the eligibility requirements set out herein and declared by the Insured to Us as the subject of this insurance.
10. **Limb** shall mean the entire limb between the shoulder and the wrist or between the hip and the ankle.
11. **Loss of Hearing** shall mean total and permanent loss of hearing which is caused by Bodily Injury.
12. **Loss of Limb** shall mean permanent physical severance or permanent total Loss of Use of the Limb which is caused by Bodily Injury.
13. **Loss of Sight** shall mean total and irrecoverable loss of all sight in any eye rendering the Insured Person absolutely blind in that eye and beyond remedy by surgical or other treatment.
14. **Loss of Speech** shall mean total and permanent loss of the ability to speak which is caused by Bodily Injury.
15. **Loss of Use** shall mean permanent and total loss of the use of the Limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability in the Insured Person.
16. **Period of Insurance** shall mean the period which this Policy is effective, as stated in the Policy Schedule.
17. **Permanent Total Disablement** shall mean disablement which, having lasted for at least three hundred sixty-five (365) consecutive days will, in all probability, entirely prevent the Insured Person from engaging in gainful employment of any and every kind for the remainder of their life.

18. **Policy** shall mean the policy wording and the Policy Schedule and any other documents that may be subsequently issued to the Policyholder and which We advise as forming part of the Policy.
19. **Policyholder** shall mean an individual person or a legally registered corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as Insured Person in this Policy. The Policyholder shall also be referred to as the Insured.
20. **Policy Schedule** shall mean the Policy Schedule which is attached to and forms part of this Policy.
21. **We / Our/ Us** shall mean Lonpac Insurance Bhd.
22. **You/ Your/ Yours/ Yourself** shall mean the Policyholder.

EXTENSIONS

1. **Disappearance**
Notwithstanding anything contained herein to the contrary, if after a period of three hundred sixty-five (365) days has lapsed from the date of reported disappearance of an Insured Person and We 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 Person, the disappearance of the Insured person shall be considered to constitute a claim under this Policy and Benefit (A) shall be payable. However, if any time after payment has been made, the Insured Person is found to be living, any sums paid by Us in settlement of claim shall be refunded to Us.
2. **Drowning**
This Policy is extended to cover the Insured Person as within defined directly resulting from Accidental drowning.
3. **Exposure**
In the event that the Insured Person is unavoidably exposed to the elements as a result of an Accident and because of such exposure, suffers death or Permanent Disablement, the relevant benefit shall be payable. In the event of death, the payment is subject to an inquest confirming that the Insured Person died of exposure as a result of an Accident.
4. **Insect, Animal or Snake Bites**
This Policy is extended to cover the Insured Person resulting from harmful insect (excluding diseases transmitted by mosquito), animal or snake bites, provided always that this extension does not apply if the event is due to suicide or attempt thereat.
5. **Suffocation through Smoke or Poisonous Fumes**
This Policy is extended to cover the Insured Person as within defined resulting from Accidental suffocation through smoke or poisonous Fumes.
6. **Unprovoked Murder and Assault**
This Policy is extended to cover the Insured Person as within defined resulting from murder, assault or any attempt thereat provided always that this extension does not apply if the event is due to provocation by the Insured Person.

EXCLUSIONS

We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following:-

1. Whether or not such consequence has been contributed to by any cause or event:
 - i) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising. The Insured or Insured Person may be required to prove to Us that the claim happened independently of and was absolutely not in connection with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in the absence of such proof We shall not be liable to make any payment in respect of such claim.
 - ii) Any act of terrorism.
2. Ionization, radiation or contamination from any nuclear fuel or waste from the combustion of nuclear fuel or nuclear weapons materials. Solely for the purpose of this Exclusion, combustion shall include any self-sustaining process of nuclear fission.
3. Whilst the Insured Person is on active duty in the armed forces of any country or International authority whether during peace or war.
4. Any form of disease including but not limited to fits and/or hernia and/or venereal disease and/or HIV (Human Immunodeficiency Virus Infection) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) however caused.
5. Childbirth, miscarriage, pregnancy or any related complication.
6. Suicide, attempted suicide or self inflicted injury, regardless of the Insured Person's state of mind at the time of incident occurred, or insanity.

7. The Influence of, or due to wholly or partly to the effect of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a Doctor but excluding drugs used in the treatment of drug addiction).
8. Provoked murder or assault.
9. While committing or attempting to commit any unlawful act, participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
10. Flying, other than while travelling as a passenger in a licensed carrying aircraft but not as a member of the aircraft crew nor for the purpose of engaging in any trade or technical operation in the aircraft.
11. While the Insured Person is engaged in any professional sports, motorised racing (except go-kart), speed or reliability trials, bungee jumping, sky diving, parachuting and hang-gliding, scuba diving without valid diving license.
12. While the Insured Person is involved in any of the occupations mentioned hereunder:
 - i) aircraft testers and aircraft crews (not applicable when the Insured Person is travelling as a passenger in a licensed passenger carrying aircraft not for the purpose of engaging in any trade or technical operation in the aircraft);
 - ii) armed forces personnel including police, arm/military and law enforcement officers;
 - iii) divers;
 - iv) racing drivers;
 - v) seamen and fishermen;
 - vi) oil rig workers including off-shore workers;
 - vii) circus performers;
 - viii) stuntmen;
 - ix) wood working machinist – using wood working machinery driven by mechanical power;
 - x) persons engaged in demolition of building;
 - xi) firemen;
 - xii) jockeys;
 - xiii) persons engaged in underground mining and tunnelling;
 - xiv) explosives handlers;
 - xv) quarrymen;
 - xvi) professional sportsmen;
 - xvii) security personnel using firearms;
 - xviii) stevedores;
 - xix) sawyers, logging workers and tree fellers;
 - xx) window cleaners (high rise building exceeding 9 meters) / Painters (high rise building exceeding 9 meters);
 - xxi) war correspondents

CONDITIONS

1. **Compliance with Policy Provisions**
Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
2. **Conditions Precedent To Ours Liability**
Our liability is conditional upon :-
 - i) the truth of the statements and information as provided to Us.
 - ii) the due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by Policyholder and the Insured Person.
3. **Notice of Claim**
Written notice of claim must be given to Us within thirty (30) days from the Date of Loss or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured Person to Us with information sufficient to quantify the Insured Person shall be deemed notice to Us.
4. **Payment of Claim**
Indemnity for Accidental Death of Insured Person will be paid to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.
5. **Policy Not Assignable**
This Policy is not assignable and We shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy. Benefits shall only be payable to the Insured Person or his/her legal representatives, whose receipts shall effectually discharge Us.
6. **Arbitration**
If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us. Unless any such action or suit is commenced within six months of the making of an award We shall not be liable to make any payment in excess of the amount of the award.
7. **Governing Law**
This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia. The indemnity

provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Malaysia, nor to orders obtained in the said Court for the enforcement of judgments made outside Malaysia, whether by reciprocal agreements or otherwise.

8. **Fraud**
Any statement made by Policyholder and/or the Insured Person which is an intentional misstatement of fact or which constitutes a fraud, shall result in Our right to terminate this Policy immediately.
9. **Legal Action**
No legal action may be brought to recover on the Policy under sixty (60) days after We have been given written proof of loss. No such action may be brought after two (2) years from the date of loss.
10. **Interest**
No amounts payable by Us under this Policy shall carry interest.
11. **Currency**
Premium and benefits payable under this Policy shall be in Ringgit Malaysia.
12. **Subrogation**
Any claimant under this Policy shall at the request and at Our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall or would be entitled to subrogated to upon its paying for or making good any destruction or damage under the respective section whether such acts and things shall be or become necessary or required before or after his or her indemnification by Us.
13. **Termination**
This Policy may be cancelled by the Policyholder or Us by giving thirty (30) days written notice of cancellation to either party at the last known business address.
14. **Multiple Accounts**
We shall only be liable and recognized one account for each Insured Person despite an Insured Person may have multiple accounts registered under BOOST App.
15. **Premium Warranty**
It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by Us within 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 We shall be entitled to the pro-rata premium for the period We have been on risk.
Where the premium payable pursuant to this warranty is received by Our authorised agent, the payment shall be deemed to be received by Us for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on Us.
Subject otherwise to the terms and conditions of this Policy.
16. **Duty of Disclosure**

Consumer Insurance Contracts

Where You have applied for this Insurance wholly for Yourself/family/dependants , You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.

Non-Consumer Insurance Contracts

Where You have applied for this Insurance for the purpose of providing insurance benefits to Your employees and their family/dependants , You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.