

## **Rules & Regulations**

### **Organiser & Eligibility**

1. This Charity Virtual Run 2021 #CVR2021 ["Virtual Event"] is organised by **VSURE TECH SDN BHD** ["the Organiser"] and co-organised by **KLCC RUNNERS GROUP SDN BHD** ["the Co-Organiser"] and **FIT PERFORMANCE SDN BHD** ["the Co-Organiser"], and is open to all residents of Malaysia (Malaysian and non-Malaysian).

### **Event**

2. This Virtual Event will be held from **23 to 25 April 2021** ["Event Period Date"]. The Organiser reserves the right to postpone or cancel the Virtual Event at any time.

3. The run category will be **10KM Charity Virtual Run.**

4. By signing up for and providing any information, personal or otherwise, in order to gain access to the Virtual Event or any activity(ies) involving the Organiser and the Event sponsors (if any), the individual ("Participant") is deemed to have agreed to the following :

[a] The Personal Data of the Participant shall be used by the Organiser for the purposes of sending communication materials to the Participant, including but not limited to, direct mailers, emails, Short Messaging Service and/or telephone calls.

[b] The Organiser may engage the services of third parties to process the Participant's Personal Data. All such third parties are contractually obliged not to use the Participant's Personal Data for any other purpose, other than as specified herein.

[c] The Participant has the right, at any time, to:

[i] withdraw his/her consent for the use of the Personal Data;

[ii] to request for any correction/update of the Personal Data;

[iii] raise any general queries regarding the use of his/her Personal Data;

by contacting the Organiser at the email: xxxxx@Vsure.life ("Official Email").

### **Liability & Responsibility**

5. The Organiser shall take all reasonable precautions to keep the Participant's Personal Data secure and similarly require any third party data processors to do the same.

6. The Organiser shall ensure that all Personal Data is destroyed or permanently deleted if no longer required for the purposes for which it was to be processed.

7. The Organiser may release the Participant's Personal Data, if required to do so by applicable law or governmental regulation or by any competent body or authority.

8. The Organiser declares by virtue of being the Organiser, they may engage services of third parties at any point of time as deemed fit.

9. Participants must be certified fit to participate in this Event. The Organiser shall not be liable for any accident or mishap which arises as a result of non-disclosure of medical conditions by the Participants.

10. The Organiser reserves the right to modify or substitute any of these rules and regulations of the Event from time to time as they deem fit. If there is ambiguity in any of the provisions, the Organiser shall be the authority to interpret and in so doing, the Organiser will take into account the interests of all affected Participant. Any update on the rules and regulations of the Event will be notified on <https://www.facebook.com/racexasia> ["Official Organiser Page"].

11. The completion and the submission of the online registration form confirm the Participant's agreement to abide by the relevant rules and regulations of the Organiser. The Event's registration will be confirmed via the confirmation slip ("Confirmation Slip"), which will be sent to the email address registered with the Organiser. The participant shall inform the Organiser via Official Email if the participant does not receive the Confirmation Slip or is unable to download the Confirmation Slip from the Event's Official Website. If there is discrepancy in the Confirmation Slip, the Participant is to report such discrepancy to the Organiser within five (5) working days.

12. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the participants' entitlements.

13. Participant agrees to provide true, accurate, current and complete information about the Participant. The Organiser may contact the Participant from time to time by email. Any notice sent to the email address registered with the Organiser shall be deemed as received by the Participant.

14. Once Participants' registration has been duly processed, there will be NO FEE REFUND for Participant who does not eventually take part in the Event for whatever reason.

15. The Organiser will not entertain nor be in any way responsible for any disputes arising from incomplete or inaccurate entry details in the registration form.

16. The Organiser reserves the right to change the Date, venue or to cancel the Event at any time without prior notice to the Participant, in which case the Organiser will make effort to inform the Participant prior to the Date. If the

Event has to be cancelled, there shall be NO refund of fees and the Organiser shall not be liable for any other loss or inconvenience caused. Any updates on the Event including any changes to the Terms & Conditions will be posted on the Event's Official Website. It is the responsibility of the Participants to keep abreast with such updates and changes. The Organiser shall not be liable for any loss or inconveniences caused.

17. There will be no refund of registration fees, if the Event is cancelled for reason of force majeure i.e. due to occurrence of incidents that are beyond the control of the Organiser (including but not limited to haze, storm, rain, inclement weather, wind, act of God, terrorism or other conditions) and which in the Organiser's opinion, renders it impossible or unsafe to hold the Event.

18. The Organiser reserves the right to cancel and/or add any Event category without giving any reasons whatsoever as well as provide prior notice to the Participant.

19. This is Virtual Event, you may walk/run at your own conveniences, anytime and anywhere. The Organiser shall not be liable for any loss and/or inconvenience caused during your walk/run.

20. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participant run at their own risk and the Organiser will not be responsible or held liable for any injury or death, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever arising from training for, during participation, or after participation in the Event. Participant is strongly advised to go for a medical examination and/or consult their medical practitioner prior to registration and before the Event.

21. Please ensure to track your record for submission.

22. The Organiser reserves the right to use any photographs (including those of Participant), motion pictures, recordings, or any other media records of the Event, for any legitimate purpose including commercial advertising and distribution to the Organiser.

23. You can start and finish at your own time.

## **Insurance**

24. All participants will be covered with a Personal Accident insurance underwritten by AXA Affin General Insurance. For details of the coverage, please refer to the policy below.

## Entitlements

25. All Participants will be awarded a participation T-shirt and electronic finisher's certificate. The E-Certificate will be email directly to participant's email after the Event. All entitlements will be couriered within 10-working day after submission deadline.

26. Once you have agreed to the Disclaimer and Waiver electronically, you acknowledged that you have read and understood the information presented to you as part of the registration process.

27. You accept and agree that the Event carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation to personal injury, property damage including death.

28. In consideration of allowing the below undersigned participant or participants (here on known as "Participant") to complete or participate in any way in the above event and/or activities registered through this website, for himself/herself, his/her personal representatives, agrees as follows:

[a] The Participant fully and forever releases from all liability, including negligence, the event organizer, online registration company, sub-contractors, all municipal agencies whose property or personnel are used, all Sponsoring and Co-Sponsoring companies or individuals related to the Event, and their respective employees, agents, volunteers and affiliates, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the Malaysia law in which the Event is conducted. (hereforth collectively refers to "Releases").

[b] The Participant waives the ultimate right to sue the Releases for any and all claims, demands, losses or damages of the Participant on account of any injury, including, but not limited to the death or injury of the Participant or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise.

[c] The Participant warrants that he/she is in good physical condition and have sufficient preparations and is able to safely participate in the Event. The Participant is fully aware of the risks and hazards inherent in participating in the Event, including the possibilities of serious physical trauma, injury or death.

[d] The Participant grants to the Organiser to the use of Participant's name and photographs in broadcasts, newspapers, magazines, brochures, internet website, and other media without compensation or prior notice.

[e] The Participant agrees to accept promotional materials/items from the Organiser.

[f] The Participant acknowledges that the entry fee and the transaction cost (if any) of the Event, is non-refundable, non-transferable and non-deferrable.

[g] The Participant acknowledges that the Organiser of the Event has the right to alter, change, cancel and/or postpone the Event as a result of circumstances that would direct affect or impact the Event which is or beyond control.



Office of Issue / Pejabatat : **GROUND FLOOR, WISMA BOUSTEAD,**  
 Address / Alamat : **71 JALAN RAJA CHULAN,**  
**50200 KUALA LUMPUR**

Telephone / Telefon : **03-21708282**  
 Fax / Faks : **03-20317282**

<b>POLICY INFORMATION</b> <i>/ MAKLUMAT POLISI</i>	<b>Policy No. / Nombor Polisi : APG/04733511/62/03/SSW</b>	
Source / Pengantara	: <b>(01) 40357 VSURE TECH SDN BHD</b>	
Insured <i>/ Pihak Diinsuranskan</i>	: <b>VSURE TECH SDN BHD</b>	<b>(11003408)</b>
Address / Alamat	: <b>C-5-20 CENTRUM@OASIS CORPORATE</b> <b>PARK NO 2 JLN PJU 1A/2</b> <b>ARA DAMANSARA</b> <b>47301 PETALING JAYA SELANGOR</b> <b>MALAYSIA</b>	
Period of Insurance <i>/ Tempoh Insurans</i>	: From <b>18/03/2021</b> To <b>17/03/2022</b> (Both Dates Inclusive) <i>Dari Hingga / Termasuk kedua-dua tarikh</i>	
Any subsequent period for which the Insured shall pay and the Company shall agree to accept a renewal premium. <i>/Sebarang tempoh yang berikut dimana Orang Yang Diinsuranskan akan membayar dan Syarikat akan bersetuju untuk menerima premium pembaharuan.</i>		
<b>PREMIUM / Premium</b>		
Annual Premium <i>/ Premium Tahunan</i>	: <b>RM 0.00</b>	
Premium Due <i>/ Premium Perlu Dibayar</i>	: <b>RM 0.00</b>	
Stamp Duty <i>/ Duti Setem</i>	: <b>RM 10.00</b>	
<b>RISK DETAILS / Butiran Risiko</b>		
Type of Risk <i>/ Jenis Risiko</i>	: <b>APG Group PA</b>	
Name of Member Insured <i>/ Nama Ahli yang Diinsuranskan</i>	: <b>AS PER SPECIFICATION ATTACHED</b>	
<b>COVERAGE / Perlindungan</b>		
<b>Benefits</b> <i>/ Manfaat</i>	<b>Capital Sum Insured (RM)</b> <i>/Jumlah yang Diinsuranskan</i>	
<b>A )DEATH</b>	<b>10,000.00</b>	
<b>B )PERMANENT DISABLEMENT</b>	<b>10,000.00</b>	
<b>D )MEDICAL EXPENSES</b>	<b>250.00</b>	
<b>MEMORANDA, CLAUSES, WARRANTIES &amp; ENDORSEMENTS / MEMORANDUM, FASAL, JAMINAN &amp; ENDORSMEN</b>		
Subject to the Memoranda, Clauses, Warranties & Endorsements attached hereto: <i>/ Tertakluk kepada Memorandum, Fasal, Waranti &amp; Endorsmen yang dilampirkan bersama:</i>		
PA20 - LIABILITY ANY ONE ACCIDENT (LIMIT : RM1,000,000.00)		



**Policy No. : APG/04733511/62/03/SSW**  
**/ No. Polisi**

TERRITORIAL LIMIT : MALAYSIA

AGE ELIGIBILITY : 16 TO 70 YEARS OF AGE

ELIGIBILITY : MALAYSIANS, MALAYSIANS PR, WORK PERMIT HOLDER,  
PASS HOLDERS OR OTHERWISE LEGALLY EMPLOYED IN  
MALAYSIA.

PA11 - LOSS NOTIFICATION

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,  
THIS POLICY SHALL NOT BE PREJUDICED BY ANY INADVERTENT DELAY  
ERROR OR OMISSION IN NOTIFYING THE COMPANY WITHIN THIRTY  
(30) DAYS OF ANY CIRCUMSTANCE OR EVENT THAT GIVES RISE OR  
LIKELY TO GIVE RISE TO A CLAIM UNDER THIS POLICY, PROVIDED  
THAT SUCH DELAY, ERROR OR OMISSION IN NOTIFICATION SHALL  
NOT EXCEED THIRTY (30) DAYS FROM THE DATE OF OCCURRENCE  
OF THE CIRCUMSTANCE OR EVENT THAT GIVES RISE TO THE CLAIM  
UNDER THIS POLICY.

**OUTB PA20 PA79 PA01 PA05 PA32 PA38 PA43 PA69 PA70**

**OUTB - OUTBREAKS ABSOLUTE EXCLUSION**

ANY FORM OF OUTBREAK OR A SERIES OF A CONTAGIOUS DISEASE INCLUDING,  
BUT NOT LIMITED TO, ANY FORM OF CORONAVIRUS, SEVERE ACUTE RESPIRATORY  
SYNDROME CORONAVIRUS 2 (SARS-COV-2), OR ANY MUTATION OR VARIATION  
THEREOF ('THE OUTBREAK'); THIS EXCLUSION ALSO APPLIES TO ANY CLAIM,  
LOSS, LIABILITY, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR  
INDIRECTLY ARISING FROM, CONTRIBUTED TO OR BY, OR RESULTING FROM:

(A) ANY FEAR OR THREAT (WHETHER ACTUAL OR PERCEIVED) RELATING TO THE  
OUTBREAK; OR

(B) ANY ACTION TAKEN TO COMPLY WITH GOVERNMENTAL LAWS, REGULATIONS OR  
DIRECTIVE ISSUED IN RELATION TO THE OUTBREAK AND/OR ANY ACTION TAKEN  
TO CONTROL, PREVENT OR SUPPRESS THE OUTBREAK.

**PA20 - LIABILITY ANY ONE ACCIDENT**

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY, OUR LIABILITY UNDER  
THIS POLICY IN RESPECT OF ANY ONE ACCIDENT SHALL NOT EXCEED THE LIMIT  
SPECIFIED IN THE SCHEDULE. OTHERWISE, THE AMOUNT PAYABLE FOR DEATH OR  
INJURY OF EACH INSURED SHALL BE PROPORTIONATELY REDUCED.

**PA79 - SANCTION LIMITATION**

NO (RE) INSURER SHALL BE DEEMED TO PROVIDE COVER AND NO (RE) INSURER  
SHALL BE LIABLE TO PAY ANY CLAIM OR PROVIDE ANY BENEFIT HEREUNDER TO  
THE EXTENT THAT THE PROVISION OF SUCH COVER, PAYMENT OF SUCH CLAIM OR  
PROVISION OF SUCH BENEFIT WOULD EXPOSE THAT (RE) INSURER TO ANY  
SANCTION, PROHIBITION, OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS  
OR THE TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE  
EUROPEAN UNION, UNITED KINGDOM, UNITED STATES OF AMERICA OR MALAYSIA.



Policy No. : APG/04733511/62/03/SSW  
/ No. Polisi

**PA01 - RIOT OR CIVIL COMMOTION**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY IN CONSIDERATION OF THE PAYMENT OF AN ADDITIONAL PREMIUM THIS POLICY IS EXTENDED TO COVER BODILY INJURY AS HEREIN DEFINED DIRECTLY OR INDIRECTLY CAUSED BY RIOT OR CIVIL COMMOTION EXCEPT IN SO FAR AS THE INSURED PERSON(S) HIMSELF/HERSELF/THEMSELVES IS(ARE) ACTIVELY PARTICIPATING WHEN THIS EXTENSION BECOMES NULL AND VOID.

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY.

**PA05 - AMATEUR SPORTS**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS POLICY IS EXTENDED TO COVER DEATH OR INJURY CONSEQUENT UPON ALL AMATEUR SPORTS OTHER THAN PARTICIPATION OF ANY KIND OF SPEED CONTESTS OTHER THAN ON FOOT.

**PA32 - SNAKE/INSECT BITE CLAUSE (EXCLUDING MOSQUITO BITE)**

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY, THIS POLICY IS EXTENDED TO COVER DEATH OR INJURY ARISING OUT OF BITE BY SNAKE OR OTHER HARMFUL INSECT, EXCLUDING MOSQUITO.

**PA38 - SUFFOCATION THROUGH SMOKE, FUMES OR POISONOUS GAS**

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY, THIS POLICY IS EXTENDED TO COVER DEATH OR INJURY ARISING FROM SUFFOCATION CAUSED BY SMOKE, FUMES OR POISONOUS GAS.

**PA43 - MURDER AND ASSAULT**

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY, THIS POLICY IS EXTENDED TO COVER DEATH OR INJURY DIRECTLY OR INDIRECTLY CAUSED BY ANY ACT OF VIOLENCE BY ANY PERSON AGAINST THE INSURED PROVIDED THAT THE INSURED HAS NOT IN ANY WAY CAUSED AND/OR CONTRIBUTED TO THE ACT OF VIOLENCE. "ACT OF VIOLENCE" MEANS MURDER, ATTEMPTED MURDER OR PHYSICAL ASSAULT.

**PA69 - EXPOSURE**

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY, IF CONSEQUENT UPON INJURY CAUSED SOLELY BY AN ACCIDENT AS DEFINED IN THE POLICY THE INSURED SUFFERS DEATH OR DISABLEMENT AS A RESULT OF EXPOSURE TO ELEMENTS BEYOND HIS/HER CONTROL, WE WILL CONSIDER SUCH DEATH OR DISABLEMENT AS HAVING BEEN CAUSED BY AN ACCIDENT.

**PA70 - DISAPPEARANCE**

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY, WE SHALL PAY COMPENSATION FOR DEATH, IF DURING THE PERIOD OF INSURANCE, THE INSURED DISAPPEARS FOLLOWING AN ACCIDENT INVOLVING THE INSURED AND THE INSURED'S BODY IS NOT FOUND WITHIN ONE YEAR AFTER HIS/HER DISAPPEARANCE PROVIDED THAT SUFFICIENT EVIDENCE IS PRODUCED SATISFACTORY TO US THAT INEVITABLY LEADS US TO THE CONCLUSION THAT THE INSURED DIED AS A RESULT OF AN EVENT WITHIN THE SCOPE OF THE POLICY.

Date of proposal and declaration / Tarikh cadangan dan pengakuan : 18/03/2021



Policy No. : APG/04733511/62/03/SSW  
/ No. Polisi

AXA AFFIN GENERAL INSURANCE BHD (23820-W)

Authorized Signature

**IMPORTANT / PENTING:**

This Schedule should be read in conjunction with the Terms and Conditions Of the Policy attached.

/ Jadual ini perlu dibaca bersama-sama dengan Terma-Terma dan Syarat-Syarat Polisi yang dilampirkan.

**NOTICE / PEMBERITAHUAN:**

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

/ Bagi tujuan dan maksud sekiranya terdapat konflik atau keaburan berkenaan makna di dalam peruntukan Bahasa Malaysia tentang mana-mana bahagian Kontrak, adalah dipersetujui bahawa Kontrak versi Bahasa Inggeris akan digunakan.

Issued by / Dikeluarkan oleh - **MAXASIL** on / pada **19/03/2021**

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## Personal Accident Insurance Policy

### IMPORTANT NOTICE

This is your Personal Accident Insurance Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or AXA Affin General Insurance Berhad. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

Premium charged for this Policy exclude tax(es) that would be imposed in the future (including Goods and Services Tax ("GST")) and from time to time, we will be entitled to recover from you any GST or other taxes that we are required by law to collect. For avoidance of doubt, GST on a pro-rata basis will be chargeable for any period of insurance that falls on or after the implementation date of GST, as applicable.

To help preserve the environment, AXA will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: [customer.service@axa.com.my](mailto:customer.service@axa.com.my)
2. If you are still not satisfied with the way any issue has been handled you can:
  - (a) Refer matters concerning claims to:  
Financial Mediation Bureau - Level 25, Dataran Kewangan Darul Takaf, No 4 Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Tel: (603) 2272 2811 Fax: (603) 2274 5752
  - (b) Submit your complaints/ feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-21741515; or e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or send an SMS to 15888

If you require a copy of this policy in Bahasa Malaysia, please contact us and we will be happy to send you one.

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.

#### Section 1 – Accidental Death

We will pay the amount shown in the Schedule if during the Period of Insurance an Insured Person shall sustain bodily injury caused by an accident resulting directly and independently of any other cause within one year in death.

#### Section 2 – Permanent Disablement

We will pay the amount shown in the Schedule if during the Period of Insurance an Insured Person shall sustain bodily injury caused by an accident resulting directly and independently of any other cause within one year in disablement (total or partial) as described in the "Scale of permanent disablement benefits". The Insured Person will receive the percentage of the amount as described in the "Scale of permanent disablement benefits".

#### Section 3 – Temporary Total Disablement

We will pay the amount shown in the Schedule, up to a maximum of 104 weeks, if during the period of insurance the Insured Person shall become wholly and continuously disabled as a result of an accident and is prevented from attending to or carrying out any duty pertaining to his usual occupation or business.

#### Section 4 – Accidental Medical Expenses

We will pay the necessary medical clinic or hospital treatment expenses, including all daily room and board expenses incurred by an Insured Person while he/she is a hospital patient.

For any one Insured Person We will not pay more than the total amount shown in the Schedule for "Accidental Medical Expenses", for any one accident.

#### GENERAL POLICY DEFINITIONS

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy and/or Schedule.

#### TERMS

#### MEANING

- |                                       |   |
|---------------------------------------|---|
| 1. <b>We/Us/Insurer/AXA</b>           | Shall mean AXA Affin General Insurance Berhad.  |
| 2. <b>You/Your/Yourself/Insured</b>   | Shall mean the person/persons named as the Insured in Your Schedule. Provided that the Insured is between 18 and 75 years of age.   |
| 3. <b>Injury</b>                      | Bodily injury resulting solely, directly and independently of all other causes from an Accident.  |
| 4. <b>Accident</b>                    | As referred to in the definition of injury means a sudden unforeseen and fortuitous event.  |
| 5. <b>Permanent Total Disablement</b> | Injury which, having lasted for a continuous period of twelve calendar months from the date of Accident, entirely prevents the Insured Person from engaging in gainful employment of any and every kind and for which there is no hope of recovery.   |
| 6. <b>Permanent</b>                   | Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of recovery.   |
| 7. <b>Clinic</b>                      | Any medical establishment operated by a medical practitioner qualified by a medical degree and duly licensed and registered to practice Western medicine.   |
| 8. <b>Hospital</b>                    | Any institution lawfully operated for the care and treatment of injured persons with organized facilities for diagnosis and surgery, having 24 hours per day nursing service and medical supervision, but not including any institution used primarily as a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drug addicts. |
| 9. <b>Loss</b>                        | "Loss" of limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.   |

- 10. Loss of Sight** The total and irrecoverable loss of all sight of an eye rendering the Insured absolutely blind in that eye beyond remedy by surgical or other treatment.
- 11. Loss of Limb** Limb refers to a hand or foot, the loss by physical separation at or above the wrist or ankle joint, or the total and permanent functional disablement of an entire hand, arm, foot or leg.
- 12. Endorsement** Shall mean an authorized amendment to Your Policy.
- 13. Period of Insurance** Shall mean:  
 (a) the period of cover shown in Your Schedule  
 (b) and for any following period, for which cover is extended by mutual agreement.
- 14. Policy** Shall include the following documents:  
 (a) this Policy booklet,  
 (b) Schedule, and  
 (c) Any Endorsements
- 15. Proposal Form** Shall mean the form signed by You and which provides details of:  
 (a) Yourself, and  
 (b) all material information relevant to the cover You have requested for.
- 16. Schedule** Shall mean the document which provides details of:  
 (a) Yourself, and  
 (b) any terms and conditions that are specific to Your contract.

**SCALE OF PERMANENT DISABLEMENT BENEFITS**

1. Permanent total disablement		100%
2. Loss of limb		100%
3. Total loss of sight of one eye or both eyes		100%
4. Total paralysis		100%
5. Complete and incurable insanity		100%
6. Loss of hand at or above the wrist		100%
7. Loss of foot at or above the ankle		100%
8. Loss of sight of eye except perception of light		50%
9. Loss of lens of eye		50%
10. Loss of four fingers and thumb of one hand		50%
11. Loss of four fingers		40%
12. Loss of thumb	-both phalanges	25%
	-one phalanx	10%
13. Loss of index finger	-three phalanges	10%
	-two phalanges	8%
	-one phalanx	4%
14. Loss of middle finger	-three phalanges	6%
	-two phalanges	4%
	-one phalanx	2%
15. Loss of ring finger	-three phalanges	5%
	-two phalanges	4%
	-one phalanx	2%
16. Loss of little finger	-three phalanges	4%
	-two phalanges	3%
	-one phalanx	2%
17. Loss of metacarpals	-first or second	3%
	-third, fourth or fifth	2%
18. Loss of toes	-all	18%
	-big, both phalanges	5%
	-big, one phalanx	2%
	-other than big, each toe	1%

19. Permanent and Total Loss of hearing -both ears 75%  
 -one ear 15%
20. Permanent and Total Loss of speech 50%
21. Any permanent partial disablement not specified above other than loss of sense of taste or smell – such percentage to be assessed by AXA as in the opinion of AXA’s medical advisors is not inconsistent with the foregoing without regard to the Insured Person’s occupation.

**PROVISIONS (these should be read in conjunction with Your Schedule)**

1. Upon death of the Insured Person, payment shall be made under Section 1 only and no payment shall be made under Section 2.
2. The total sum payable under Section 2 shall not exceed the amount provided for under Section 2.
3. Upon the payment of Section 1 or the maximum sum under Section 2, We will be discharged from any further claim, except for expenses incurred under other Sections arising from the same injury or accident.
4. Any sum payable under Section 1 or 2 shall be reduced by the total of any payments made under Section 3 in respect of the same injury or accident.
5. Payments under Section 3 may be made at intervals in arrears during the period of disablement at Our discretion but We shall reserve the right to withhold such payments if We so wish until the total amount due to the Insured shall have been ascertained and proved to Our satisfaction.

**WHAT IS NOT COVERED (these Exclusions apply throughout Your Policy)**

1. Any unlawful act of an Insured or his wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.
2. Any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident, except bacterial infection that is the direct result of an accidental cut or wound.
3. Medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this Policy.
4. Treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.
5. Venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.
6. Pregnancy or childbirth.
7. Effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner.
8. Travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.
9. Regular or temporary, military or police duties or fire service of any country.
10. Declared or undeclared war or any act thereof, terrorism, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power.
11. Riot and civil commotion where the Insured Person is actively participating.
12. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
13. Radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or of its nuclear component.
14. Insured Person engaging or participating in any professional sports.
15. Insured Person engaging or participating in dangerous activities or sports such as winter sports skating of any kind rock climbing mountaineering (which requires the use of ropes or guides) pot-holing skin diving parachuting under water activities necessitating the use of underwater breathing apparatus steeple chasing big game hunting or hunting other than on foot racing of any kind other than on foot.
16. Riding on a motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger).

## GENERAL CONDITIONS

### 1. Condition Precedent to Liability

The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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.

### 2. Change of Occupation

This Policy shall cease to be in force if there should be any alteration in the occupation or job nature of the Insured unless specified otherwise in the Schedule.

### 3. Changes in Your Circumstances

You must notify us as soon as possible in writing of any change in Your circumstances which may affect this insurance. We will advise You if there is any additional premium payable by You.

### 4. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You, makes a claim under the Policy knowing the claim to be false or fraudulently inflated in any respect or if any loss or damage is caused by Your wilful act or with Your connivance We will not pay the claim and all cover under the Policy will be forfeited.

### 5. Cancellation

We may cancel the Policy by sending 7 days notice by registered letter to You at Your last known address. We will return any proportionate part of the premium in respect of the unexpired Period of Insurance provided no claims have been made.

You may also cancel the Policy at any time by sending 7 days written notice to us and in which case, We will retain the customary short period rate for the time the Policy has been in force.

### 6. Payment of Benefits

Any benefits payable under this Policy will be paid to the beneficiary (ies) or nominee(s) named by the Insured or to his legal personal representative upon his death.

### 7. Arbitration

All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of AXA or any right of action against AXA.

If any such difference shall relate to the degree of permanent disablement for the purposes of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.

### 8. Claims Notification

If any accident, injury, loss or liability happens which may give rise to a claim, You must:

- give written notification to us of any bodily injury which may give rise to a claim under this Policy with full particulars of both the occurrence and the injury immediately in the case of death or within twenty one days of the occurrence in the case of bodily injury.
- ensure that proper medical and surgical advice is obtained and followed by You or Your family members as soon as possible after any accident or injury

- at Your expense, or at the expense of any person representing You, provide Us with all reports, certificates, information and other documents as We may reasonably require.

#### **We are entitled to request:**

- an examination by a medical referee appointed by us for a non-fatal injury.
- a post-mortem examination in the event of death.

### 9. Other Insurance(s) [Applicable to Section 4 only]

If any accident, injury, loss insured by this Policy is covered by any other insurance We will only pay our rateable proportion.

### 10. Renewal

If the Insured reaches the age of 75 during the Period of Insurance, this Policy will not be renewable at the end of that period unless stated otherwise in the Schedule.

We are not obliged to accept any renewal premium or to send You notice of any renewal premium becoming due.

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## PREMIUM WARRANTY

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the Insurers within 60 days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rated premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving 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 Insurer.

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

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