

# **BERJAYA SOMPO INSURANCE BERHAD (62605-U)**

## **Personal Accident Insurance PRODUCT DISCLOSURE SHEET**

**(Read this Product Disclosure Sheet before you decide to take out this insurance. Be sure to also read the general terms and conditions.)**

### **1. What is this product about?**

This policy is essential to provide you with coverage for Death and Bodily injury which caused by accident.

### **2. Who can be Insured?**

Any Malaysian from age 19 to 60 and is renewable up to 70 years old (depending on type of product). Dependent children (unmarried & unemployed) must be 30 days and under the age of 19 or up to the age of 23 for those registered full time students at a recognized educational institution in Malaysia.

### **3. What is the Period of Cover and Renewal Option**

The Policy shall become effective as of the date stated in the Schedule. The Policy Anniversary shall be one year after the effective date and annually thereafter. On each such anniversary, this Policy is renewable at the premium rates in effect at that time as notified by the Company. A notice of 30 days will be given should any premium rate be increased.

This Policy is renewable at the option of the Company. Application for change of benefits to a higher plan can only be made on renewal and is subject to acceptance by the Company upon renewal.

### **4. Can I cancel my policy?**

You may cancel your policy by giving written notice to the insurance company; and provided that no claims have been made during the current policy year, you are entitled to a refund of premium based on short period rates on the unexpired period of insurance.

### **5. What are the fees and charges that I have to pay?**

If your insurance is taken from an insurance agent, your insurance company will pay 25% (Individual policies) and 15% (Group policies) of the premium to the agent as commission. Stamp Duty of RM10.00 is applicable on each policy.

### **6. What are the key terms and conditions I should be aware of?**

#### **a) CONSEQUENCES OF NON-DISCLOSURE**

Pursuant to Section 149(4) of the Insurance Act, 1996, you are to disclose in the proposal form, fully and faithfully, all the facts which you know or ought to know, otherwise the Policy issued may be void.

#### **b) RESIDENCE OVERSEAS**

Only Death or Permanent Disablement will be payable should the Life Insured reside or travel outside Malaysia, Singapore, Brunei Darussalam and Thailand for more than ninety (90) consecutive days.

**c) TERMINATION OF COVERAGE**

This policy shall lapse or terminate:

- i) At midnight (standard Malaysia time) on the last day of the Period of Insurance
- ii) When the Life Insured attains the age seventy (70) years.

**7. What are the General Exclusions under this policy?**

This Policy does not cover:-

(1) Death or Disablement or any other loss caused directly or indirectly by:-

- (a) by war, invasion acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection riot strike civil commotion or any act of terrorism insurrection military or usurped power of confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) above.

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

- (b) Insanity, suicide (whether sane or insane), intentional self-inflicted injury or any attempt thereat;
  - (c) pre-existing physical or mental defect or infirmity;
  - (d) bacterial or viral infections any disease or sickness medical or surgical treatment (except such as may be necessitated solely by injuries covered by this policy and performed within the time provided in the policy);
  - (e) HIV (Human Immunodeficiency Virus) and/or HIV related illnesses including AIDS and/or any mutant derivatives or variations thereof;
  - (f) Childbirth miscarriage pregnancy or any complications thereof;
  - (g) any bodily injury which shall result in hernia.
- (2) Death or Disablement or any other loss sustained by the Life Insured:-
- (a) while riding or pillion riding on a two-wheeled motor vehicle as a sport;
  - (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private without reward;
  - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger services (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft);
  - (d) while committing or attempting to commit any unlawful act.
  - (e) while riding or driving without a valid driving license

- (3) Death or Disablement or any other loss consequent upon the Life Insured engaging in or taking part in :-
  - (a) sports as a professional;
  - (b) racing of any kind (other than on foot);
  - (c) caving parachuting hang gliding hunting mountaineering requiring ropes or guides water-ski jumping under-water activities involving the use of breathing apparatus.
- (4) Death or Disablement directly or indirectly caused by or contributed by or arising from:-
  - (a) nuclear weapons material
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (5) Liability assumed by the Life Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- (6) Liability in respect of injury to any person who is a member of the Life Insured's own family or a member of the Insured's household.
- (7) Liability in respect of injury to any person under a contract of service or apprenticeship with the Life Insured if such liability is in respect of injuring arising out of and in the course of employment of such person by the Life Insured.
- (8) Liability in respect of damage to property belonging to or in the charge or under the control of the Life Insured or of any servant or agent of the Life Insured.
- (9) Liability in respect of loss or losses directly or indirectly arising out of resulting from or in consequence of asbestos in whatever form or quantity.
- (10) Liability in respect of injury or damage caused by or in connection with or arising from:-
  - (a) the ownership or tenure or possession of any land or building or the use thereof by or on behalf of the life Insured.
  - (b) the ownership or possession or custody by or on behalf of the Life Insured of any motor cycle motor vehicle horse drawn vehicle animal (other than a dog or cat) firearms of all types vessel or craft (including thing made or intended to float on or in or travel on or through water or air).
  - (c) any profession or business of the Life Insured or anything done in connection therewith or for the purpose thereof.
  - (d) liability in respect of injury or damage caused by or in connection with or arising from the carrying out of any alterations, additions, repairs or decorations.
  - (e) liability in respect of damage to property belonging to or in the charge of or under the control of any person who is member of the Life Insured's own family or a member of the Life Insured's household.
- (11) Liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Life Insured's own website, Internet site, web address and/or via transmission of electronic mail or documents by electronic means.

*Note: This list is non-exhaustive. Please refer to the sample policy contract for the full list of exclusions under this policy.*

## **8. How Do I make claim?**

Any occurrence which may result in a claim being made under this Policy must be reported to the Company in writing within thirty (30) days after it occurs and

- i) The Life Insured shall without delay obtain and act upon the advise of a qualified registered Medical Practitioner.
- ii) The Life Insured as required shall submit to medical examination of behalf of and at the expense of the Company.
- iii) All certificate information and evidence shall be furnished by and at the expenses of the Life Insured or their legal representative and shall be in such form and of such nature as the Company may prescribe.
- iv) The Company shall in the event of the Death of the Insured be entitled at its own expense to a post mortem examination.

In no case shall the Company be liable for any Death or Loss or Disablement as herein defined not notified to the Company within thirty (30) days after the accident.

## **9. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

## **10. Where can I get further information?**

Should you require additional information about Personal Accident Insurance, please refer to the *insuranceinfo* booklet on 'Personal Accident Insurance', available at all our branches or you can obtain a copy from the insurance agent or visit [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my). If you have any enquiries, please contact us at:

**Berjaya Sompo Insurance Berhad**  
**18<sup>th</sup> Floor, Menara BGI, Plaza Berjaya**  
**12 Jalan Imbi, 55100 Kuala Lumpur**  
**Tel : (603) 21413323**  
**Fax: (603) 21443380**  
**Website: [www.berjaysompo.com.my](http://www.berjaysompo.com.my)**

### **IMPORTANT NOTE:**

**YOU SHOULD SATISFY YOURSELF THAT THIS POLICY WILL BEST SERVE YOUR NEEDS. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND DISCUSS WITH THE AGENT OR CONTACT OUR COMPANY DIRECTLY FOR MORE INFORMATION.**

The information provided in this disclosure sheet is valid as at 01-Jan-2010.