



Policy

Auto Plus Personal Accident

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free: 1-800-889-933
Tel.: 03-2170 7300
E-mail: customer@bsompo.com.my
Website: www.berjaysompo.com.my

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IMPORTANT NOTICE

This is **Your Auto Plus Personal Accident Policy**. **You** should satisfy yourself that this **Policy** will best serve **Your** needs. **You** should read and understand the **Policy** terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this **Policy**. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

You must fully observe and fulfill this **Policy**'s terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this **Policy**.

To help preserve the environment, **We** will send a printed copy of this **Policy** Wording once only. Please keep this **Policy** wording safely. In case of renewal and/or amendment of **Your Policy**, **We** will send **You** the **Policy Schedule** and/or **Endorsement** only. If at any time **You** require a copy of the **Policy** Wording, please download a copy from www.berjayasompo.com.my.

If **You** have any complaints relating to this Policy, please contact:

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel. : 03-2170 7300
Toll Free : 1-800-889-933
Fax : 03-2170 4800
Email : customer@bsompo.com.my

If **You** are not happy with **Our** response, **You** may opt to contact either:

OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Fax : 03-2272 1577
E-mail : enquiry@ofs.org.my
Website : www.ofs.org.my

LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
Tel : 1-300-88-5465 /03-2174 1717 (Overseas)
Fax : 03-2174 1515
eLINK : <https://bnmlink.bnm.gov.my/>

OUR AGREEMENT

This Policy, the **Policy Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflect the terms and conditions of the insurance contract as agreed between **You** and **Us** and are issued in consideration of the payment of premium specified in the **Policy Schedule** and pursuant to the answers given when **You** applied for this Policy and any other disclosures made by **You** between the time **You** applied for this Policy and the time this insurance contract is entered into.

DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation i.e. **You** should answer all questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations by **You** in relation to **Your** answers and disclosures, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

DEFINITIONS

Some words and expressions in this Policy have been printed in **bold** because they have been given specific meaning as follows:

Accident

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 **Injury** whilst driving or riding as a passenger/pillion rider, or whilst getting into/onto or alighting from the **Specified Vehicle**.

Child/Children

Your legal unemployed and unmarried children aged between 3 and 18 years (both ages inclusive).

Commercial Vehicle

Commercial vehicle shall mean only a licensed commercial van, taxi or lorry.

Injury

A bodily injury caused solely by **Accident**.

Medical Practitioner

A medical practitioner qualified, registered and licensed to practice western medicine, by the appropriate health authority/ medical council/professional body and who, in rendering such treatment, is practicing within the area and scope of his/her licensing and training of medical practice, provided that the **Medical Practitioner** is not **You** nor related to **You**.

Permanent Disablement

Injury sustained during an **Accident** and is certified by a **Medical Practitioner** as being permanent.

Person(s) Insured

(A) Commercial Vehicle

Person(s) Insured shall mean the driver and passengers in the **Commercial Vehicle** described in the **Policy Schedule** aged between 3 to 70 years. Passengers in the **Commercial Vehicle** aged between 3 to 15 years are only entitled to 50% of all Benefits under this Policy.

(B) Motorcycle Covered on Single Rider

Person(s) Insured shall mean either the registered owner or the named or unnamed rider of the Motorcycle described in the **Policy Schedule** aged between 16 and 70 years.

(C) Motorcycle Covered on All Riders

1. **Person(s) Insured** shall include the rider aged between 16 and 70 years and pillion rider of the Motorcycle described in the **Policy Schedule**.
2. Where the motorcycle is owned by a corporate body, the **Person(s) Insured** shall be the authorised riders of the corporate body named in the **Policy Schedule**.
3. Pillion riders aged between 3 to 15 years are only entitled to 50% of all Benefits under this Policy.

Period of Insurance

Duration of cover as stated in the **Policy Schedule**.

Policy Schedule

A document where **Your** personal information, vehicle number, plan, seating capacity, **Period of Insurance**, benefits, premium and sum insured are specified.

Specified Vehicle

Any vehicle belonging to **You** which is registered in Malaysia under **Your** name or the vehicle number that is stated in the **Policy Schedule**.

Territorial Limit

Anywhere within Malaysia, Singapore, Brunei Darussalam and Thailand.

We/Our/Us/The Company

Berjaya Sampo Insurance Berhad.

You/Your

This refers to the policyholder or person described in the **Policy Schedule** as "the Insured".

WHAT WE WILL COVER

We agree to cover the **Person(s) Insured** for any **Injury**, loss and/or damage due to **Accident** up to the amount stated in the **Policy Schedule** subject to the conditions, exclusions and limitations of this Policy.

It is a fundamental and absolute condition of this Policy that the premium due must be paid and received by **Us** before cover commences.

Benefit 1 Death**Benefit 2 Permanent Disablement**

Loss	Percentage of the Sum Insured of Benefit 2
Total and irrecoverable loss of all sight in both eyes	100%
Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	100%
Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	100%
Total paralysis	100%
Total and irrecoverable loss all sight in one eye	50%
Total loss of physical severance at or above wrist or ankle of one hand or one foot	50%

**Sum Insured
(per person
Per Accident)**

The aggregate of all percentages payable under Benefit 2 in respect of any one **Period of Insurance** shall not exceed 100%.

**As specified in
the Policy
Schedule**

Benefit 3 Medical Expenses

We will pay the **Person(s) Insured** for reasonable expenses incurred for medical treatment received from a **Medical Practitioner** in a hospital or for home nursing care services rendered by a registered nurse.

Benefit 4 Daily Hospital Income

We will pay the **Person(s) Insured** daily cash allowance as a result of **Injury** requiring hospitalisation from the second day of hospital confinement up to a maximum of 150 days per year whilst the Policy is in force, provided that such hospitalisation occurs within 14 days of the **Accident**.

Benefit 5 Surgical Expenses

We will reimburse the **Person(s) Insured** for the fees charged by the **Medical Practitioner** for any operation due to the **Accident**. This includes pre surgical assessment, **Medical Practitioner** visits and all normal post-surgical care of up to 31 days per **Accident**.

Benefit 6 Burial or Cremation Allowance

We will pay the **Person(s) Insured's** next-of-kin or legal representative in the event Benefit 1 is payable.

PROVISOS

If during the **Period of Insurance**, the **Person(s) Insured** shall die or sustain loss or **Permanent Disablement** whilst driving, riding or travelling as a passenger or whilst mounting or dismounting from the **Specified Vehicle** with **Your** permission, then **We** shall pay to the **Person(s) Insured** or to his legal representative the sum stated under such Benefit as payable provided that:-

1. Either Benefit 1 or 2 only shall be payable in respect of any one **Person(s) Insured** in connection with the same **Accident**.
2. On the happening of an **Accident** giving rise to a claim under Benefit 1 or 100% of Benefit 2, this Policy shall terminate for the **Period of Insurance**.
3. Where Benefit 1 or 100% of Benefit 2 becomes payable, Benefits 3 to 5 shall cease to be paid to the same **Person(s) Insured** in connection with the same **Accident**.
4. Death, loss or **Permanent Disablement** must occur independently of any other cause.
5. In the event of an **Accident** giving rise to a claim under this Policy and the actual number of passengers exceeds the number stated in the **Policy Schedule**, **Our** limit of liability per **Person(s) Insured** under all Benefits shall be proportionately reduced.

PREVIOUS DISABILITY

If as a consequence of the **Accident**, the **Person(s) Insured** shall sustain an **Injury** and if such **Injury** has been aggravated by any disability and/ or condition which existed before the **Accident**, the amount of any compensation payable shall be the amount payable if such disability and/ or condition had not existed and the **Injury** had not been so aggravated.

GENERAL EXCLUSIONS

This Policy shall not apply

- (a) to loss caused directly or indirectly, wholly or partly
 - (i) by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
 - (ii) by any other kind of disease;
 - (iii) by medical or surgical treatment (except such as may be necessary as a result of **Injury**);
 - (iv) by childbirth, miscarriage, abortion, or pregnancy unless caused solely and directly by accidental means to **You**/the authorised driver/rider and/or the passenger/pillion while driving, riding, alighting or boarding **Your** vehicle;
 - (v) while the driver/rider is under the influence of alcohol, drugs and other intoxicating substances;
 - (vi) while **Your** vehicle is used for illegal business purposes or as an unlicensed common carrier;
- (b) to any bodily injury which shall result in hernia.
- (c) to suicide or any attempted suicide (sane or insane);
- (d) to loss happening outside the **Territorial Limit**;
- (e) to death, **Permanent Disablement** or any loss caused directly or indirectly by war invasion acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), rebellion, revolution or insurrection.
This exclusion also excludes loss, damage, cost and/ or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (e) above.
- (f) to loss occasioned while **Your** vehicle is used for hire, racing, road rally, pace making, speed-testing or use for any purpose in connection with motor trade.
- (g) to the driver/rider if such driver/rider does not have a valid driving license to drive/ride **Your** vehicle. This exclusion will not apply if the driver/rider has an expired driving license but is not disqualified from holding or renewing such expired driving license under any existing laws, by-laws and/or regulations.
- (h) to persons under the age of 3 years and above the age of 70 years.
- (i) to loss directly or indirectly caused by or contributed to or arising from;
 - (i) nuclear weapons material.
 - (ii) 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.

CLAUSES /WARRANTIES /EXTENSIONS

RIOT, STRIKE AND CIVIL COMMOTION

This Policy is extended to cover death or **Permanent Disablement** or any other loss as herein defined due to riot, strike and civil commotion provided the **Person(s) Insured** are not directly or indirectly participating in such activities. Riot, Strike and Civil Commotion for the purpose of this clause shall mean only:

- 1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
- 2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
- 3) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- 4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

TERRORISM MASS DESTRUCTION EXCLUSION CLAUSE

This Policy will cover the **Person(s) Insured** in respect of **Injury**, death or **Permanent Disablement** which may be sustained through Terrorism provided that there is no liability when such act and/or acts of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause:

- 1) Terrorism means an act or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/ or to put the public, or any section of the public in fear. Terrorism can include, but is not limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- 2) Utilisation of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- 3) Utilisation of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- 4) Utilisation of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/ or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

HOW YOUR POLICY MAY BE CANCELLED

You may cancel this Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **Your** notice, whichever is later. **We** will refund the pro-rated premium to **You** for the unexpired **Period of Insurance**, provided no claims have been made under the Policy and subject to a minimum premium of RM60.00.

We may cancel this Policy by giving **You** 14 days' notice in writing to **Your** last email address or address known to **Us**, and refund the pro-rated premium to **You** for the unexpired **Period of Insurance**.

HOW TO MAKE A CLAIM

Notice and Proof of Claim:

Any occurrence which may result in a claim must be reported to **Us** in writing within 30 days after it occurs and

- 1) **Person(s) Insured** shall without delay obtain and act upon the advice of a **Medical Practitioner**.
- 2) All **Certification, Information and Evidence** shall be furnished to **Us**.
- 3) **We** shall not be liable for any death or loss or **Permanent Disablement** if the claim is not reported to **Us** within 30 days after the **Accident**.

You may email the documents to **Us** at customer@bsompo.com.my or deliver the same to **Our** Customer Service Centre at Level 36, Menara Bangkok Bank, 105, Jalan Ampang, 50450 Kuala Lumpur.

Please note that **We** may request additional information when required; **Your** early response will expedite the processing of **Your** claim.

HOW WE WILL SETTLE YOUR CLAIM

Misrepresentation/ Fraud

This Policy shall be void in any of the following circumstances:

- 1) If **Your** application or declaration is untrue in any respect;
- 2) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
- 3) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression;
- 4) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**.

Certification, Information and Evidence

Any document (certificates, information, medical reports and evidence) as required by **Us** shall be furnished at **Person(s) Insured** expense, and in such a form that **We** may require.

Interested Parties

We shall unless otherwise expressly provided by **Endorsement** be entitled to treat **You** as the absolute owner of this Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy. The receipt by **You** or **Your** legal personal representatives shall be an effective discharge of all **Our** obligations and liabilities to **You** and the **Person(s) Insured**.

Other Insurance

If there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay **Our** share of the total loss, damage or liability proportionally.

Governing Law

This Policy is governed by and is to be construed in accordance with the laws of Malaysia.

Jurisdiction

Any disputes arising from or relating to this Policy shall be determined by the courts in Malaysia.

Currency

All Premiums shall be paid in the Malaysian Ringgit. In the event that **Person(s) Insured** shall be admitted into a hospital and/or receive medical treatment outside Malaysia and renders bills in a currency other than the Malaysian Ringgit, reimbursement shall be done in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the **Person(s) Insured** are discharged from hospital or received treatment.

Sanction Limitation and Exclusion

No Insurer shall be deemed to provide cover and no 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 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 or United States of America.

Subrogation

We are entitled to recover compensation in **Person(s) Insured** name from any third party causing loss or damage to the items covered by this Policy at **Our** own expense and for **Our** benefit.

Termination of Coverage

This Policy shall lapse or terminate:

1. At midnight (standard Malaysia time) on the last day of the **Period of Insurance**;
2. When **You** attain the age of 70 years;
3. Upon cancellation of the Policy;
4. Upon **Your** death.