BERJAYA SOMPO INSURANCE

SOMPO, A Century of Trust

Policy

B-Murid

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free No: 1-800-889 933
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IMPORTANT NOTICE

This is **Your** B-Murid 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, before **You** purchase this Policy.

You must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided. If **You** have any questions after reading these documents or if there is any change in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy**.**

Please read the terms and conditions of this Policy carefully, and 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.

To help preserve the environment, **We** will send a printed copy of this Policy once only. Please keep this Policy 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 replacement copy of this Policy, please contact **Us**.

This Policy is also available in Bahasa Malaysia. If **You** require the Bahasa Malaysia version, please visit any of **Our** offices nationwide or 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
Tol 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

LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)
Bank Negara Malaysia
Ground Floor, Blok D
Jalan Dato Onn
50480 Kuala Lumpur

Tel	: 603-2698-8044 / 2698 9044 / 9179 2888
Tol free	: 1-300-88-5465
Fax	: 03-2174 1515
Email	: bnmtelelink@bnm.gov.my
eLINK	: telelink.bnm.gov.my
SMS	: 15888

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**.

Endorsement
A written alteration to the information, terms, conditions and warranties of this Policy.

Extreme Sport and Activities
Any activity that may be highly dangerous (i.e. involves a high level of expertise, extreme physical activity, highly specialized gear or stunts) including but not limited to:
a) Any speed contest or racing other than on foot;
b) Mountaineering (reasonably requiring the use of ropes and guides), rock climbing, indoor climbing, abseiling or caving;
c) Hiking or trekking in remote areas unless with licensed guides;
d) Any activity involving **You** being airborne (whether suspended or not) including but not limited to parachuting, hot air balloon rides, hang gliding, sky diving or high diving, or flying except as a fare paying passenger in a scheduled carrier;
e) Any underwater activities involving the use of underwater breathing apparatus or water-ski jumping;
f) Soccer, rugby or American football; or
g) Motocross, Freestyle motocross or any forms of off-road motorcycling.

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 licensing and training of medical practice, provided that the **Medical Practitioner** is not **You** nor related to **You**.

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

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

Personal Effects
Quantifiable monetary items (excluding cash) which were in **Person(s) Insured's** possession at the time of the **Snatch Theft** or attempted **Snatch Theft.**

Person(s) Insured
Full time student with **The Insured** aged between 2 and 18 years old.

Policy Schedule
A document where **Your** personal information, **Person Insured** detail, type of coverage, plan, **Period of Insurance,** benefits, premium and sum insured are specified

Public Common Carrier
Any licensed bus, taxi, train, school bus or school van.

Snatch Theft
The act of theft, with or without force and any attempt of the same, from **Person(s) Insured** of **Person(s) Insured Personal's Effects** and includes a situation where **Person(s) Insured's Personal Effects** are grabbed, or attempted to be, from **Person(s) Insured** moving vehicle.

We/Our/Us
Berjaya Sompo Insurance Berhad.

You/Your/The Insured
Any registered educational facility, including early childhood care or learning institution in Malaysia to whom this Policy has been issued to in respect of **Person(s) 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 Schedule of Benefits, 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 the cover commences.

Schedule of Benefits:

BENEFITS		Sum Insured (RM per Person(s) Insured)	
		Plan 1	Plan 2
1	**Personal Accident**		
	1.1 Death	15,000	30,000
	1.2 Permanent Disablement	50,000	50,000
2	**Death by Accident - Public Common Carrier**	15,000	30,000
3	**Medical Expenses**	2,000	3,000
4	**Hospital Cash Allowance** - Government Hospital - Private Hospital	 50 per day 25 per day	 50 per day 25 per day
5	**Transport Allowance** - Government Hospital - Private Hospital	 50 per accident 25 per accident	 50 per accident 25 per accident
6	**Traditional Treatment**	N/A	200
7	**Snatch Theft Compensation Allowance**	N/A	250

BENEFITS

Benefit 1 – Personal Accident
We will pay upon the **Person(s) Insured's** death or **Permanent Disablement** caused solely and directly by **Accident**.

Scale of Compensation		Principle Sum Insured (%)
1.1	**Death**	100
1.2	**Permanent Disablement**	100
	a) Loss of two limbs	100
	b) Loss of one limb	100
	c) Loss of speech and hearing	100
	d) Permanent and incurable insanity	100
	e) Total Paralysis	100

Scale of Compensation			Principle Sum Insured (%)
f)	Eye: Loss of	- sight of both eyes	100
		- sight of one eye	100
		- lens of one eye	50
g)	Loss of four fingers and thumb of one hand		50
h)	Loss of four fingers (except thumb)		30
i)	Loss of thumb	- both phalanges	20
		- one phalanx	10
j)	Loss of fingers	- three phalanges	7.5
		- two phalanges	5
		- one phalanx	2
k)	Loss of toes	- all	15
		- great, both phalanges	5
		- great, one phalanx	3
		- other toe (each)	2
l)	Loss of hearing	- both ears	75
		- one ear	25
m)	Loss of speech		50
n)	Fractured leg or patella with established non-union after 26 weeks from the date of Accident		10
o)	Shortening of leg by at least 5cm		7.5

When the **Injury** is not specified by the Medical Practitioner, **We** shall adopt a percentage of disablement in consultation with an independent **Medical Practitioner**.

The aggregate of all percentages in respect of any one **Accident** shall not exceed 100%. Benefit 1.1 or 1.2 cannot be paid in aggregate under this Policy.

Benefit 2 – Death by Accident - Public Common Carrier
We will pay upon the **Person(s) Insured's** death whilst travelling on a **Public Common Carrier** to or from the **Person(s) Insured's** residence to the registered educational facility including early childhood care or learning institution in Malaysia for official activities and lessons.

Benefit 3 – Medical Expenses
We will reimburse for medical, surgical and/ or hospital expenses incurred by the **Person(s) Insured** provided there are supporting original receipts**.**

Benefit 4 – Traditional Treatment
We will reimburse for alternative medicine for any **Injury**, including cost of medication incurred, provided there are supporting receipts. Alternative medicine shall mean treatment from a registered traditional medicine practitioner, osteopath, physiotherapist and/ or a chiropractor provided treatment is sought from a **Medical Practitioner** in the first instance.

Benefit 5 – Hospital Cash Allowance
We will pay for each day of confinement in a hospital up to 60 days from the date of **Accident,** provided that hospitalisation is for a minimum of 6 continuous hours.

Benefit 6 – Transport Allowance
We will pay for charges incurred for admission of the **Person(s) Insured** to a hospital as a result of an **Accident**, provided that Benefit 5 is payable.

Benefit 7 – Snatch Theft Compensation Allowance
We will compensate for loss or damage to the **Person(s) Insured's Personal Effects** as a result of **Snatch Theft**, provided that a police report is lodged within 24 hours of the **Snatch Theft**.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)

This Policy does not cover/pay for claims:

1) Directly or indirectly caused by or resulting from **Person(s) Insured's**:
   a) pre-existing physical or mental defect or infirmity;
   b) suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the commission of any criminal acts;
   c) bacterial or viral infections due to 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);
   d) being under the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
   e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and Human Immunodeficiency Virus (HIV) related diseases or any sexually transmitted diseases and/ or mutant derivatives or variations however caused;
   f) pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage due to bodily injury as a direct result of an **Accident**;
   g) mental illness, psychosis, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
   h) **Injury** which shall result in hernia.

2) Due to the **Person(s) Insured's** death or **Permanent Disablement** or any other loss sustained:
   a) while riding or pillion riding on a two-wheeled motor vehicle as a sport and/ or **You** do not wear an approved crash helmet and/ or do not possess a valid driving license; or
   b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward.

3) Directly or indirectly occasioned by, happening through, or in consequence of:
   a) The **Person(s) Insured** engaging in sports or games in a professional capacity or where the **Person(s) Insured** would or could earn income or remuneration, sponsorships, donations or any other form of financial rewards from engaging in such sports or games; or
   b) The **Person(s) Insured's** participation in **Extreme Sports and Activities.**

4) Arising from:
   a) Air travel other than as a fare-paying passenger in a licensed chartered aircraft, public scheduled commercial flight, chartered flights or commercial heliports;
   b) **Person(s) Insured's** participation in any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
   c) War, invasion, act of foreign enemy hostilities (whether war is declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction or damage to property under the order of any government or public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media or political violence and armed conflict to achieve economic, geographic, nationalistic, political, racial, or religious ends or any act of terrorism.
      This shall exclude 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 (c);
   d) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   e) Radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component
   f) Any action for compensation brought in by any Court of Law outside Malaysia; or
   g) **Person(s) Insured** contravention of any Laws of Malaysia.

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 **You**r 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 registered address known to **U**s, 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) The **Person(s) Insured** shall without delay obtain and act upon the advice of a **Medical Practitioner**.

2) All **Certification, Information and Evidence** of **Person Insured's** shall be furnished to **Us.**
3) **We** shall not be liable for any death, 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/ Person(s) Insured's** 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 insurance 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's** expense, and in such a form that **We** may require.

Governing Law
This Policy shall be governed by and interpreted in accordance with Malaysian law.

Jurisdiction
Any disputes relating to this Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.

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 and the receipt by **You** shall be an effective discharge of all **Our** obligations and liabilities to **You** and **the Person(s) Insured**.

Determination of Age
In any claim, the **Person(s) Insured's** age will be determined as at the date of **Accident** with reference to the **Person(s) Insured's** birth date.

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.

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 **Your** name from any third party causing loss or damage to the items covered by this Policy at **Our** own expense and for **Our** benefit.