



Policy

B-Murid

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 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, 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.

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.

This Policy is also available in Bahasa Malaysia. If **You** require a copy of it, please download a copy from www.berjaysompo.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)

Bank Negara Malaysia
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Toll Free : 1-300-88-5465
General Line : 603-2698-8044 / 2698 9044 / 9179 2888
Fax : 03-2174 1515
E-mail : 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.

Guardian

An individual appointed by court who has legal guardianship of the **Person(s) Insured** until the age of 18.

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**.

Parents

The **Person(s) Insured's** legal parents, which includes biological, step or adopted parents.

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 the **Person(s) Insured's Parents or Guardian** upon the **Person(s) Insured's** death or **Permanent Disablement** caused solely and directly by **Accident**.

Scale of Compensation		Principal 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
f)	Eye: Loss of	- sight of both eyes
		- sight of one eye
		- lens of one eye
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
		- one phalanx
j)	Loss of fingers	- three phalanges
		- two phalanges
		- one phalanx
k)	Loss of toes	- all
		- great, both phalanges
		- great, one phalanx
		- other toe (each)
l)	Loss of hearing	- both ears
		- one ear
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 the **Person(s) Insured's Parents or Guardian** 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 the **Person(s) Insured** for any medical, surgical and/ or hospital expenses, provided there are supporting original receipts.

Benefit 4 – Traditional Treatment

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

Benefit 7 – Snatch Theft Compensation Allowance

We will compensate the **Person(s) Insured** 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 by the **Person Insured**:
 - a) while riding or pillion riding on a two-wheeled motor vehicle as a sport and/ or if the **Person(s) Insured** does not wear an approved crash helmet and/ or does 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) The **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;
 - d) Any loss or expenses in connection with or is contributed by the **Person(s) Insured** undertaking any trip following the warning of any outbreak of disease, intended strike, riot or civil commotion, or impending natural disaster through or by general mass media;
 - e) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - f) Radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component
 - g) Any action for compensation brought in by any Court of Law outside Malaysia; or
 - h) The **Person(s) Insured's** contravention of any Laws of Malaysia.

WARRANTIES / CLAUSES / 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** is 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 willful 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

We will cover the **Person(s) Insured** in respect of **Injury**, death and **Permanent Disablement** which may be sustained as a result of terrorism provided that there is no liability when such act(s) of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction, whether done separately or as a combined series of acts.

For the purpose of this clause:

- 1) Terrorism means an act(s) of any person(s), 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 registered 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) 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.