



Policy

# Easy Rider 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  
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## IMPORTANT NOTICE

This is **Your Easy Rider 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](http://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](mailto: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](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAN 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**.

### Child/Children

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

### 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

**You**, **Your Spouse**, any of **Your Children** or any other person in the **Specified Vehicle** either as an authorised driver or passenger.

### 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**.

### Spouse

**Your** legal husband/wife at the commencement of the Policy and when making a claim. Any male **Person Insured** who has more than one legal wife, shall name only one legal wife for this Policy.

### Territorial Limit

Anywhere within Malaysia, Singapore, Brunei Darussalam or Thailand.

**We/Our/Us**

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
Loss of both hands and both feet	100%
Loss of sight of both eyes	100%
Total paralysis (from the neck down)	100%
Permanent Quadriplegia (loss or permanent total loss of use of four limbs)	100%
Loss of one eye and one hand	100%
Loss of one eye and one foot	100%
Loss of one foot or one hand	50%
Loss of sight of one eye	50%
Insanity	50%
Loss of four fingers and thumb in one hand	50%
Loss of hearing of both ears	50%
Loss of speech	50%
Loss of all toes	20%

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% or 200% in the event Double Indemnity is applicable.

**Double Indemnity**

In the event the **Person(s) Insured** suffers loss of both hands, both feet, sight in both eyes, permanent quadriplegia, or permanent total paralysis from the neck downwards, **We** will pay 200% of the Sum Insured of Benefit 2.

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.

Medical expenses shall also include the following expenses incurred by the **Person(s) Insured**:

1. Traditional Medical Treatment.  
The costs of Traditional Medical Treatment including medicine, which must be supported by original receipts. The maximum compensation is RM25.00 per visit subject to a maximum of RM 250.00 per **Accident**.
2. Medical Aids.  
The costs for Medical Aids considered necessary by a **Medical Practitioner** and supported by original receipts.
3. Fees for Medical Report and/ or Post Mortem Report.  
The actual costs incurred for purchase of these reports, which must be supported by original receipts.

**Benefit 4 Daily Hospital Income**

**We** will pay the **Person(s) Insured** daily cash allowance as a result of **Injury** requiring hospitalisation from the day of hospital confinement up to a maximum of 60 days per year whilst the Policy is in force, provided that such hospitalisation occurs within 14 days of the **Accident**.

### Benefit 5 Ambulance Fees

We will reimburse the **Person(s) Insured** for ambulance fees incurred for transporting the **Person(s) Insured** to and/or from the hospital as required after an **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.

As specified  
in the **Policy  
Schedule**

## 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 the **Person(s) Insured** or his/her legal representative the sum stated under such Benefit 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. The **Specified Vehicle** is used for private and domestic purposes only and not for hire.

## 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 injuries covered by this Policy and performed within the time provided in the Policy);
  - (iv) by childbirth, miscarriage, abortion, or pregnancy unless caused solely and directly by accidental means to **You/the** authorised driver and/or the passenger 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 80 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

### OTHER TYPE OF ACCIDENT

This Policy is extended to cover death, loss or **Permanent Disablement** as herein defined to the **Person(s) Insured** whilst

- 1) as a pedestrian in an **Accident** involving any vehicle including motorcycle, scooters or pedal cycles.
- 2) driving or travelling as passenger in any vehicle licensed for private use other than motorcycle or scooters.
- 3) travelling as a fare-paying passenger on any taxi, bus, railway train, ferry, boat, ship or aircraft.

### 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:

- 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, 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](mailto: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 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 **Your** 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, **We** shall indemnify the **Person(s) Insured** 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 receive 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 **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.

### 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 80 years;
3. Upon cancellation of the Policy;
4. Upon **Your** death.