



Policy

# Foreign Worker Group Personal Accident

**Berjaya Sompo 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](mailto:customer@bsompo.com.my)  
Website: [www.berjayasompo.com.my](http://www.berjayasompo.com.my)

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## IMPORTANT NOTICE

This is **Your Foreign Worker Group 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, 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** 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 a copy of it, please download a copy from [www.berjaysompo.com.my](http://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](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)

### LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia  
4<sup>th</sup> 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](mailto:bnmtelelink@bnm.gov.my)  
eLINK : [telelink.bnm.gov.my](http://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  
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/her 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.

### Person(s) Insured

Foreign Worker aged between 16 to 65 years and employed in Malaysia in accordance with a valid work permit.

### Policy Schedule

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

**We/Our/Us/The Company**

Berjaya Sampo Insurance Berhad.

**You/Your/Insured**A person or corporate body to whom the Policy is issued in respect of the **Person(s) Insured**.**WHAT WE WILL COVER**

**We** agree to cover the **Person(s) Insured** for any **Injury** or loss 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 the cover commences.

**Schedule of Benefits:**

BENEFITS		Sum Insured (RM Per Person(s) Insured)		
		Plan 1	Plan 2	Plan 3
<b>A</b>	<b>Personal Accident</b>			
	Death	20,000	15,000	25,000
<b>B</b>	Permanent Disablement	20,000	15,000	25,000
<b>C</b>	<b>Medical &amp; Surgical Expenses</b> (up to)	1,000	1,000	1,000
<b>D</b>	<b>Repatriation Expenses</b> (lump sum)	2,000	5,000	5,000
<b>E</b>	<b>Ambulance Fees</b>	-	-	500

**BENEFIT A & B - PERSONAL ACCIDENT**

**We** will pay to **You** or the **Person(s) Insured** upon the **Person(s) Insured's** death or **Permanent Disablement** which is solely and directly caused by **Accident** whilst the **Person(s) Insured** is in employment.

Scale of Compensation			Principal Sum Insured (%)	
A	Death		100	
B	Permanent Disablement		100	
	a)	Loss of two limbs	100	
	b)	Loss of both hands or of all fingers and both thumbs	100	
	c)	Total loss of sight of both eyes	100	
	d)	Total paralysis	100	
	e)	Injuries resulting in permanently bedridden	100	
	f)	Any other injury causing permanent total disablement from gainful employment of any and every kind	100	
	g)	Loss of arm	- at shoulder	100
			- between shoulder and elbow	100
			- elbow	100
			- between elbow and wrist	100
	h)	Loss of hand at wrist	100	
	i)	Loss of leg	- at hip	100
			- between knee and hip	100
			- below knee	100
	j)	Eye: Loss of	- whole eye	100
			- all sight in one eye	100
- all sight in one eye except perception of light			50	
- lens of one eye			50	
k)	Loss of four fingers and thumb of one hand	50		
l)	Loss of four fingers (except thumb)	40		

	m) Loss of thumb	- both phalanges	25
		- one phalanx	10
	n) Loss of index finger	- three phalanges	10
		- two phalanges	8
		- one phalanx	4
	o) Loss of middle finger	- three phalanges	6
		- two phalanges	4
		- one phalanx	2
	p) Loss of ring finger	- three phalanges	6
		- two phalanges	4
		- one phalanx	2
	q) Loss of little finger	- three phalanges	6
- two phalanges		4	
- one phalanx		2	
	r) Loss of metacarpals	- first or second (additional)	3
		- third, fourth or fifth (additional)	2
	s) Loss of toes	- all	15
		- great, both phalanges	5
		- great, one phalanx	2
		- other toe (each)	1
	t) Loss of hearing	- both ears	75
		- one ear	15
	u) Loss of speech		50
v) Loss of whole ear	- both	6	
	- one	3	

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% for any one **Person(s) Insured**. In the event a total of 100% in respect of any one **Accident** is paid, this coverage shall immediately cease to be in force for that **Person(s) Insured**. Payment of claims lesser than 100% shall reduce the coverage by that amount from the date of **Accident** until the expiration of the Policy. Benefit A or B cannot be paid in aggregate under this Policy.

In the event a number of **Person(s) Insured** are travelling in the same vehicle with the **Insured's** knowledge, **Our** liability shall not exceed RM3,000,000.00 in respect of any one **Accident**. In the event the aggregate exceeds RM3,000,000.00, **We** shall settle the claims of the respective **Person(s) Insured** on a proportional basis.

#### BENEFIT C - MEDICAL AND SURGICAL EXPENSES

**We** will reimburse **You** or the **Person(s) Insured** for actual, necessary and reasonable medical, surgical or hospital expenses incurred resulting from an **Accident**, provided such treatment is received from a **Medical Practitioner** or whilst confined in a government hospital or government clinic.

Medical expenses shall also include the cost for traditional medical treatment, which must be supported by original receipts. The maximum compensation payable is RM25.00 per visit subject to a maximum of RM 250.00 per **Accident** per **Person(s) Insured**.

#### BENEFIT D - REPATRIATION EXPENSES

**We** will pay **You** for expenses incurred in transporting the **Person(s) Insured's** mortal remains from the place where the death occurs to the **Person(s) Insured's** home state or country following an **Accident** or sickness.

#### BENEFIT E – AMBULANCE FEES (for Plan 3 only)

**We** will reimburse **You** for ambulance services rendered in Malaysia for transporting the **Person(s) Insured** to and/ or from the hospital, provided that the ambulance fees were incurred for the hospitalisation of the **Person(s) Insured** as a result of an **Injury**.



## 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(s) 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.
  - b) The **Person Insured's** participation in **Extreme Sports and Activities**.
- 4) Arising from:
  - a) Offshore activities such as diving, mining, oil rigging, aerial photography or handling of explosives;
  - b) Air travel other than as a fare-paying passenger in a licensed chartered aircraft, public scheduled commercial flight, chartered flights or commercial heliports;
  - c) 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;
  - d) 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;
  - e) 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;
  - f) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - g) Radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component
  - h) Any action for compensation brought in any Court of Law outside Malaysia; or
  - i) The **Person(s) Insured's** contravention of any Laws of Malaysia.

## 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.

#### EXPOSURE

This Policy is extended to cover the **Person(s) Insured's** death caused solely as a result of the **Person(s) Insured's** exposure to natural elements after an **Accident**.

#### MOTORCYCLING

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss whilst riding a motorcycle or seated as a pillion rider for private or business purposes provided that the **Person(s) Insured** wears an approved crash helmet and possesses a valid driving license. **We** shall not be liable to make any payment in respect of death or injuries arising from or attributable to **Person(s) Insured's** engaging in racing, pace making, speed contest, reliability or other trials.

#### MURDER, ASSAULT OR KIDNAPPING

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss as a result of assault or murder or any attempt thereon or kidnapping. This extension does not apply if the event of provocation is by the **Person(s) Insured** or if the **Person(s) Insured** was committing or intended to commit such act therein.

#### NATURAL DISASTERS

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss caused by earthquake, windstorm, flood, volcanic eruption, lightning, hurricane, cyclone, typhoon and tidal wave.

### 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) **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 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](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.

**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. 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.

**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.