



Policy

Group Personal Accident

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sampo Insurance Berhad or PIDM (visit www.pidm.gov.my).

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.berjayasompo.com.my

Scan for
more products



GPA0424

Table of Contents

IMPORTANT NOTICE.....	3
OUR AGREEMENT.....	4
DUTY OF DISCLOSURE	4
DEFINITIONS.....	4
WHAT WE WILL COVER.....	5
PROVISOS (APPLICABLE TO ALL BENEFITS)	6
GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS).....	6
WARRANTIES / CLAUSES / EXTENSIONS.....	7
HOW YOUR POLICY MAY BE CANCELLED.....	10
HOW TO MAKE A CLAIM	10
HOW WE WILL SETTLE YOUR CLAIM	10

IMPORTANT NOTICE

This is **Your 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 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.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
E-mail : 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)

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 contract of insurance as agreed between **You** and **Us** and are issued in consideration of the payment of premium as 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 when **You** applied for this insurance. **You** should answer all questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, 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** 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 has 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** or death.

Endorsement

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

Extreme Sports and Activities

Any activity that is or 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 the **Person(s) Insured** 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, water-ski jumping;
- f) Soccer, rugby or American football; or
- g) Motocross, Freestyle motocross or any forms of off-road motorcycling.

Infectious Or Contagious Disease

Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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** or the **Person(s) Insured**.

Overseas

Outside of Malaysia, Singapore, Brunei Darussalam and Thailand.

Period of Insurance

Duration of the cover 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

Each person named in the **Policy Schedule** aged between 16 and 80 years upon whose life **The Insured** has an insurable interest.

Policy Schedule

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

We/Our/Us/The Company

Berjaya Sampo Insurance Berhad.

You/Your/ The Insured

Corporate body to whom the Policy has been issued in respect of the **Person(s) Insured**.

WHAT WE WILL COVER

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

Benefit 1.0/ Benefit 2.0 - Death / Permanent Disablement

Scale of Compensation		Principal Sum Insured (%)	
1.0	Death	100	
2.0	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

We will pay to **You** or the **Person(s) Insured's** next-of-kin or legal personal representative the amount stated in Benefit 1.0 or Benefit 2.0 for the **Person(s) Insured's** death or if the **Person(s) Insured** sustains an **Injury** during the **Period of Insurance**.

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

Benefit 3.0 – Temporary Total Disablement

We will pay the **Person(s) Insured** if the **Person(s) Insured** is completely unable to engage in or attend to his/her occupation, profession or business in full physical capacity due to **Injury** as certified by a **Medical Practitioner**.

Benefit 4.0 – Temporary Partial Disablement

We will pay the **Person(s) Insured** if the **Person(s) Insured** is unable to engage in or attend to his/her occupation, profession or business due to **Injury** as certified by a **Medical Practitioner**.

Benefit 5.0 – Medical Expenses

We will reimburse the **Person(s) Insured** for necessary and reasonable fees, charges or expenses incurred for medical or surgical treatment by a **Medical Practitioner**.

Benefit 6.0 – Hospitalisation Income

We will pay the **Person(s) Insured** for the period of hospitalisation not exceeding 52 weeks as a result of **Injury** requiring hospitalisation in any registered hospital provided that such hospitalisation must occur within 14 days from the date of **Accident**. All periods of confinement due to the same cause shall be considered as one **Accident**.

PROVISOS (APPLICABLE TO ALL BENEFITS)

- 1) Compensation in respect of the Benefits shall be payable only when the claim has been proven to **Our** satisfaction based on the advise of an independent **Medical Practitioner**, where applicable.
- 2) Where Benefit 1.0 or 100% of Benefit 2.0 becomes payable, Benefit 3.0 and 4.0 shall cease to be paid for the same **Injury**.
- 3) Benefit 1.0 or Benefit 2.0 cannot be paid in aggregate under this Policy.
- 4) In the absence of an **Endorsement**, the total claim payable for Benefits 1.0 and/ or 2.0 shall be limited to a maximum sum of RM3,000,000.00 when all the **Person(s) Insured** travel in the same vehicle. If the total Sum Insured exceeds RM3,000,000.00, the claims for each **Person(s) Insured** shall be payable in proportion.
- 5) Where losses smaller than 100% in respect of Benefit 2.0 becomes payable, the coverage under Benefit 1.0 and 2.0 shall be reduced by that amount from the date of **Accident** until the expiration of the Policy.
- 6) Compensation in respect of Benefits 3.0 and 4.0 shall only be paid if such disablement occurs within 20 days from the date of **Accident** which is completely or partly and continuously disable and prevent the **Person(s) Insured** from attending his/her occupation, profession or business.
- 7) The period of compensation payable for Benefits 3.0 and 4.0 either separately or together shall not exceed 104 weeks in respect of any one **Injury** calculated from the date the **Person(s) Insured** was first examined by a **Medical Practitioner**, provided that the Policy is still in force.
- 8) **Person(s) Insured** are restricted to Benefit 1.0 or 2.0 should the **Person(s) Insured** reside or travel **Overseas** for more than 90 consecutive days.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)

This Policy does not cover/pay for claims:

- 1) Directly or indirectly caused by or resulting from:
 - a) **Person(s) Insured's** pre-existing medical condition or mental defect;
 - b) Food poisoning, dengue fever, malaria or Japanese Encephalitis (JE) (except as covered under this Policy);
 - c) **Person(s) Insured's** 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;
 - d) Bacterial or viral infections due to any disease or sickness, medical or surgical treatment (except as covered under this Policy);
 - e) **Person(s) Insured** being under the effect or influence of alcohol or drugs, unless it is taken in accordance with an authorised medical prescription;
 - f) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and HIV related diseases or any sexually transmitted diseases and/or mutant derivatives or variations however caused;
 - g) **Person(s) Insured's** pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage as a result of an **Accident**;
 - h) **Person(s) Insured** travelling on, or against medical advice;
 - i) **Person(s) Insured's** mental illness, psychosis, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
 - j) Any of the **Person(s) Insured's 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 Insured** does not wear an approved crash helmet and/ or does not possess a valid driving license; or
 - a) 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:
 - a) The **Person(s) Insured** engaging in sports or games in a professional capacity or where the **Person(s) Insured** would earn income or remuneration, sponsorships, donations or any other form of financial rewards; or
 - b) The **Person(s) 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, chartered flights, public scheduled commercial flight 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, destruction and restriction;
 - d) Employment on merchant vessels or as a manual labour; naval, military or air force service or operations, regular or temporary, military or police duties; manual work in connection with any trade, employment or profession;
 - e) Survey of offshore installations or facilities under construction including survey from aerial conveyance;
 - f) 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;
 - g) 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;
 - h) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - i) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component; or
 - j) 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.

AUTOMATIC ADDITION AND DELETION

New employees engaged by **You** after the commencement date of this Policy shall automatically be included under this Policy from his or her first day of employment. The sum insured for new employees shall be in accordance with the scale normally adopted by **You** and shall not exceed the sum insured for employees of the same category of occupation already insured under this Policy. New employees not falling within any of the existing category of occupation are not covered unless prior agreement has been obtained from **Us** provided **You** shall within 90 days give written notification to **Us** of any such addition and/or deletion of employees under the Policy and pay an additional premium which may be required by or receive a refund premium from **Us** as the case may be. It is further agreed that the **You** are obliged to insure all employees in each category of occupation under this Policy.

PREMIUM WARRANTY

The premium due must be paid and received by **Us** within 60 days from the inception date of the Policy / **Endorsement**. In the event this condition is not complied with, this Policy will be automatically terminated and **We** shall be entitled to the pro-rated premium for the period the Policy have been in force.

INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC LMA5500

This Policy does not cover claims in any way caused by or resulting from an **Infectious Or Contagious Disease**, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO). This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified **Medical Practitioner** before the date of any such declaration(s). This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

AUTOMATIC INCREASE IN MEDICAL EXPENSES

Benefit 5.0 will automatically increase by RM500.00 if the **Person(s) Insured** is hospitalised in any registered hospital provided that Benefit 5.0 is payable.

HOSPITALISATION ALLOWANCE

We will pay the **Person(s) Insured** up to the limit specified in the **Policy Schedule** or **Endorsement** for the period of hospitalisation exceeding 14 days as a result of **Injury** requiring hospitalisation in any registered hospital provided that either Benefit 3.0 or 4.0 is payable.

SINSEH OR TRADITIONAL MEDICAL TREATMENT EXPENSES

We will reimburse the **Person(s) Insured** for expenses incurred for alternative medicine including medication sought for **Injury**, provided there are supporting receipts. The maximum compensation payable is RM 25.00 per visit subject to a maximum of RM250.00 per **Person(s) Insured** for any one **Accident**. 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.

BURIAL OR CREMATION ALLOWANCES

In the event of the **Person(s) Insured's** death as a result of **Accident**, **We** will pay RM2000.00 or up to the limit specified in the **Policy Schedule** or **Endorsement** to **You** or the **Person(s) Insured's** next-of-kin or legal personal representative for the burial or cremation of the **Person(s) Insured's** mortal remains.

REPATRIATION EXPENSES

In the event of the **Person(s) Insured's** death as a result of **Accident**, **We** will reimburse **You** or the **Person(s) Insured's** next-of-kin or legal personal representative up to RM5000.00 or up to the limit specified in the **Policy Schedule** or **Endorsement** for

expenses incurred in transporting the **Person(s) Insured** mortal remains from the place of death to **Person(s) Insured's** home state or country.

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**.

DISAPPEARANCE

If after 1 year from the date of the **Person(s) Insured's** reported disappearance, there is no evidence to suggest that something other than an **Accident** has resulted in the **Person(s) Insured's** death, the **Person(s) Insured** disappearance shall be considered to constitute a claim under this **Policy**. However, if at any time after payment has been made, the **Person(s) Insured** is found alive, then any sums paid by **Us** in settlement of this claim shall be refunded to **Us** in full.

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** wore an approved crash helmet and had a valid driving license. **We** shall not be liable to make any payment if the **Person(s) Insured** were engaged in racing, pace making, speed contest, reliability or other trials.

ANIMAL OR SNAKE BITES, HARMFUL INSECTS OR FOOD POISONING

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss resulting from animal or snake bites, harmful insects (excluding mosquito and any other disease causing insects) or accidental food poisoning.

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 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.

AMATEUR SPORTS

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss arising whilst participating in any indoor or outdoor sports as an amateur, subject to the General Exclusions.

HIJACKING

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss arising from hijacking whilst traveling in an aircraft as a fare-paying passenger over established air routes in a fully licensed standard type aircraft owned and/or operated by an approved airline or on land transit as a fare-paying passenger, subject to the General Exclusions.

INTOXICATION

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss as a result of intoxication by alcohol or drugs except as prohibited by law and/or which must be consumed as prescribed by a **Medical Practitioner**.

DROWNING, GAS INHALATION, SUFFOCATION BY SMOKE OR POISONOUS FUMES

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** or any other loss arising out of or resulting from accidental drowning, gas inhalation or suffocation by smoke or poisonous fumes.

CORONAVIRUS (COVID-19) EXCLUSION CLAUSE

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of Coronavirus (COVID-19) including any mutation or variation thereof, including any fear or threat thereof, whether actual or perceived.

INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC (AMENDED LMA5500) CLAUSE

- 1) This insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
- 2) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of such declaration(s).
- 3) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
- 4) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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 Certificate, Information and Evidence shall be furnished to **Us**.
- 3) **We** shall not be liable for any death, loss or disablement if the claim is not reported to **Us** within 30 days after the **Accident**.

You, the **Person(s) Insured**, the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal representative 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 process 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** or the **Person(s) Insured**;
- 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** or the **Person(s) Insured**.

Certification, Information and Evidence

Any document (certificates, information, medical reports and evidence as required by **Us** which shall be furnished at **Your** or the **Person(s) Insured's** expense or the expenses of **Person(s) Insured's** next-of-kin or the expenses of **Person's Insured's** legal personal representatives, and in such form that **We** may require.

Condition Precedent

The payment of claims under this Policy is subject to the **Person(s) Insured's** and/or **The Insured's** observance of the stated terms and conditions.

Governing Law

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

Jurisdiction

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

Other Insurance

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

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** or the **Person(s) Insured** or the **Person(s) Insured's** next-of-kin or the **Person's Insured's** legal personal representatives alone shall be an effective discharge of all **Our** obligations and liabilities under this Policy.

Currency

All Premiums shall be paid in the Malaysian Ringgit. In the event the **Person(s) Insured** is admitted to a hospital and/or receive medical treatment outside Malaysia and the bills are rendered 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) on the date the **Person(s) Insured** is discharged from hospital or received treatment.

Age

The **Person(s) Insured** eligible to qualify for cover under this Policy if the **Person(s) Insured** is aged between 16 years and 65 years, with Policy renewal up to 80 years.

Termination of Coverage

The coverage for the **Person(s) Insured** shall terminate:

1. At midnight (standard Malaysia time) on the last day of the **Period of Insurance**;
2. When the **Person(s) Insured** attains the age of 80 years;
3. Upon cancellation of the Policy;
4. Upon cancellation in respect of cover for **Person(s) Insured** by way of **Endorsement**;
5. Upon the **Person(s) Insured**'s death.

Right of Recovery

In the event that **We** or **Our** authorised service providers have authorised payment to be made to **You** or the **Person(s) Insured** which is not liable by **Us**, **We** or **Our** authorised service providers reserve the right to recover the full sum paid to **You** and/or the **Person(s) Insured**.

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.