



## Policy

# Individual 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 Sompo Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

**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  
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IPA0424

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## IMPORTANT NOTICE

This is **Your Individual 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](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  
E-mail : [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 in 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 or warranties of this Policy.

### Extreme Sports 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 the **Person 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 or 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 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 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 Insured's** personal information, coverage type, benefits, premium and sum insured are specified.

**You/Your/ The Insured**

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

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

Berjaya Sampo Insurance Berhad.

**WHAT WE WILL COVER**

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

**Benefit 1.0/ Benefit 2.0 - Death / Permanent Disablement**

Scale of Compensation		Principal Sum Insured (%)	
<b>1.0</b>	<b>Death</b>	100	
<b>2.0</b>	<b>Permanent Disablement</b>	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 You or the Person Insured's next-of-kin or legal personal representative the amount stated in Benefit 1.0 or Benefit 2.0 for the Person Insured's death or if the Person Insured sustains an Injury during the Period of Insurance.**

When the **Person 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 Insured if the Person 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 Insured if the Person 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 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 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, Benefits 3.0 and 4.0 shall cease to be paid for the same **Injury**.
- 3) Benefits 1.0 or 2.0 cannot be paid in aggregate under this Policy.
- 4) Where losses smaller than 100% in respect of Benefit 2.0 becomes payable, the coverage under Benefits 1.0 and 2.0 shall be reduced by that amount from the date of **Accident** until the expiration of the Policy.
- 5) 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 Insured** from attending his/her occupation, profession or business.
- 6) 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 Insured** was first examined by a **Medical Practitioner**, provided that the Policy is still in force.
- 7) **Person Insured** are restricted to Benefit 1.0 or 2.0 should the **Person 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 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 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) **Person Insured's** bacterial or viral infections due to any disease or sickness, medical or surgical treatment (except as covered under the Policy);
  - e) **Person 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 Human Immunodeficiency Virus (HIV) related diseases or any sexually transmitted diseases and/or mutant derivatives or variations however caused;
  - g) **Person Insured's** pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage as a result of an **Accident**;
  - h) **Person Insured** travelling on, or against medical advice;
  - i) **Person 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 Insured's** Injury which shall result in hernia.
- 2) Due to the **Person 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 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:
  - a) The **Person Insured** engaging in sports or games in a professional capacity or where **You** would earn income or remuneration, sponsorships, donations or any other form of financial rewards; or
  - 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 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; overseas secondment as part of the **Person Insured's** occupation; 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 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) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component; or
  - j) The **Person 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 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 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 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.

## **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 Insured** is hospitalised in any registered hospital provided that Benefit 5.0 is payable.

## **HOSPITALISATION ALLOWANCE**

**We** will pay the **Person 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 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 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 Insured's** death as a result of **Accident**, **We** will pay RM2,000.00 or up to the limit specified in the **Policy Schedule** or **Endorsement** to the **Person Insured's** next-of-kin or legal personal representative for the burial or cremation of the **Person Insured's** mortal remains.

## **REPATRIATION EXPENSES**

In the event of the **Person Insured's** death as a result of **Accident**, **We** will reimburse the **Person Insured's** next-of-kin or legal personal representative up to RM5,000.00 or up to the limit specified in the **Policy Schedule** or **Endorsement** for expenses incurred in transporting the **Person Insured** mortal remains from the place of death to **Person Insured's** home state or country.

## **EXPOSURE**

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

## **DISAPPEARANCE**

If after 1 year from the date of the **Person Insured's** reported disappearance, there is no evidence to suggest that something other than an **Accident** has resulted in the **Person Insured's** death, the **Person Insured** disappearance shall be considered to



constitute a claim under this **Policy**. However, if at any time after payment has been made, the **Person 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 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 Insured** wore an approved crash helmet and had a valid driving license. **We** shall not be liable to make any payment if the **Person 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 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 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 Insured** or the **Person Insured** was committing or intended to commit such act therein..

#### **NATURAL DISASTERS**

This Policy is extended to cover the **Person 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 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 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 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 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 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) The **Person 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** 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 the **Person 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** or the **Person 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 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 Insured's** expense or the expenses of **Person Insured's** next-of-kin or the expenses of **Person 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 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 Insured** or the **Person Insured's** next-of-kin or the **Person 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 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 Insured** is discharged from hospital or received treatment.

### Age

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

### Termination of Coverage

The coverage for the **Person Insured** shall terminate:

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

### 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.