



Policy

Ultima Care Personal Accident

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
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IMPORTANT NOTICE

This is **Your Ultima Care** Policy. **You** should satisfy yourself that this Policy will best serve your needs. **You** should read and understand the Policy terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have, before **You** purchase this Policy.

You must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification.

If there is any change in **Your** declarations that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy.

Please read the terms and conditions of this Policy carefully, and if there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

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

If **You** have any complaints relating to this Policy, please contact

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)

Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur

Tel. : 03-2170 7300

Toll Free : 1-800-889-933

Fax : 03-2170 4800

Email : customer@bsompo.com.my

If **You** are not happy with **Our** response, **You** may opt to contact either:

OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

Tel. : 03-2272 2811

Fax : 03-2272 1577

E-mail : enquiry@ofs.org.my

Website : www.ofs.org.my

LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia

4th Floor, Podium Bangunan AICB

No. 10, Jalan Dato' Onn

50480 Kuala Lumpur

Toll Free : 1-300-88-5465

General Line : 603-2698-8044 / 2698 9044 / 9179 2888

Fax : 03-2174 1515

E-mail : bnmtelink@bnm.gov.my

eLINK : telink.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 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**.

Child/Children

Person(s) Insured's legal unemployed and unmarried Child aged between 30 days and 18 years (both ages inclusive) or up to 23 years if studying full time at any educational or learning institution.

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(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 or water-ski jumping;
- f) Soccer, rugby or American football;or
- g) Motocross, Freestyle motocross or any forms of off-road motorcycling.

Family

The **Person(s) Insured's** legal husband/wife at the commencement of the Policy and when making a claim and any number of **Child/Children** named as **Person(s) Insured** in the **Policy Schedule**.

Household

Any person who lives in the same house as the **Person(s) Insured**, whether or not related to the **Person(s) Insured** and includes the **Person(s) Insured's Family**.

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 the **Person(s) Insured** nor related to the **Person(s) Insured**.

Original Principal Sum Insured

Sum insured stated in the **Policy Schedule** for death or **Permanent Disablement** and excluding renewal bonus if any.

Overseas

Outside of Malaysia, Singapore, Brunei Darussalam and Thailand.

Period of Insurance

Duration of cover as stated in the **Policy Schedule**.

Permanent Disablement

Injury sustained during an **Accident** and is certified by a **Medical Practitioner** as being permanent.

Personal Effects

Quantifiable monetary items (excluding cash) which were in the **Person(s) Insured's** possession at the time of the **Snatch Theft** or attempted **Snatch Theft**.

Policy Schedule

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

Rules of Nine System

The method used in calculating body surface area involving burns, whereby specific surface area size is assigned to specific regions.

Snatch Theft

The act of theft, with or without force and any attempt of the same, from the **Person(s) Insured** of the **Person(s) Insured's Personal Effects** and includes a situation where the **Person(s) Insured's Personal Effects** are grabbed, or attempted to be, from the **Person(s) Insured's** moving vehicle.

You/ Your/ The Insured

A person or corporate body to whom the Policy has been issued in respect of cover for persons specifically identified as **Person(s) Insured** in the **Policy Schedule**.

We/Our/Us/The Company

Berjaya Sompo Insurance Berhad.

Person(s) Insured

Each person named in the **Policy Schedule**, who is below 80 years of age and a Malaysian citizen, Permanent Resident, Work Permit Holder, Employment Pass Holder, Student Pass Holder or otherwise legally employed in Malaysia.

WHAT WE WILL COVER

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

For **Family** plan, a **Per Family** limit shall apply on the benefit pay-out.

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		Limit Per Person	Sum Insured (RM)							
			Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8
1.0	BASIC COVERAGE									
1.1	Death/ Permanent Disablement	Per Adult	60,000	120,000	180,000	250,000	360,000	500,000	750,000	1,000,000
		Per Child	9,000	18,000	27,000	37,500	54,000	75,000	112,500	150,000
		Per Family	180,000	360,000	540,000	750,000	1,080,000	1,500,000	2,250,000	3,000,000
1.2	Renewal Bonus	10% increase of the Original Sum Insured for death or Permanent Disablement for each year subject to maximum of 100%								
1.3	Double Indemnity	Per Adult	120,000	240,000	360,000	500,000	720,000	1,000,000	1,500,000	2,000,000
		Per Child	18,000	36,000	54,000	75,000	108,000	150,000	225,000	300,000
		Per Family	360,000	720,000	1,080,000	1,500,000	2,160,000	3,000,000	4,500,000	6,000,000

1.4	Personal Liability	Per Adult Per Child Per Family	60,000 9,000 180,000	120,000 18,000 360,000	180,000 27,000 540,000	250,000 37,500 750,000	360,000 54,000 1,080,000	500,000 75,000 1,500,000	750,000 112,500 2,250,000	1,000,000 150,000 3,000,000
2.0	OPTIONAL COVERAGE									
2.1	RIDER 1									
2.1.1	Temporary Total Disablement/ Week (max. 52 weeks) Class 1 & 2 Class 3	Per Adult Per Adult	60 60	120 60	180 60	200 100	250 150	375 N/A	500 N/A	750 N/A
2.2	RIDER 2									
2.2.1	Medical Expenses	Per Adult / Child Per Family	3,500 10,500	4,500 13,500	5,500 16,500	6,500 19,500	7,500 22,500	8,500 25,500	9,500 28,500	10,500 31,500
2.2.2	Alternative Medical Treatment (up to RM50 per visit)	Per Adult / Child Per Family	500 per accident 1,500 per accident							
2.2.3	Ambulance Fees	Per Adult / Child Per Family	1,000 per accident 3,000 per accident							
2.2.4	Weekly Home Nursing Care (max. 4 weeks)	Per Adult / Child Per Family	600 per accident per week 1,800 per accident per week							
2.2.5	Dental Correction and/or Corrective Cosmetic Surgery	Per Adult / Child Per Family	5,000 per accident 15,000 per accident							
2.2.6	Weekly Hospital Income (max. 52 weeks) Class 1 & 2	Per Adult / Child Per Family	150 450	250 750	300 900	350 1,050	500 1,500	700 2,100	850 2,550	1,000 3,000
2.2.7	Weekly Hospital Income (max. 52 weeks) Class 3	Per Adult / Child Per Family	100 300	150 450	200 600	250 750	300 900	N/A N/A	N/A N/A	N/A N/A
2.2.8	Funeral Allowance	Per Adult / Child Per Family	5,000 15,000							
2.2.9	Bereavement Allowance (Death due to Dengue Fever, Malaria or JE)	Per Adult / Child Per Family	6,000 18,000	12,000 36,000	18,000 54,000	25,000 75,000	36,000 108,000	50,000 150,000	75,000 225,000	100,000 300,000
2.2.10	Daily Hospital Visitation Allowance (max. 50 days)	Per Adult / Child Per Family	30 per day 90 per day							
2.2.11	Major Burn	Per Adult / Child	3,000	6,000	9,000	12,500	15,000	25,000	37,500	50,000

		Per Family	9,000	18,000	27,000	37,500	45,000	75,000	112,500	150,000
2.2	RIDER 2									
2.2.12	Coma	Per Adult / Child	60,000	120,000	180,000	250,000	360,000	500,000	750,000	1,000,000
		Per Family	180,000	360,000	540,000	750,000	1,080,000	1,500,000	2,250,000	3,000,000
2.2.13	Prostheses/ Wheelchair	Per Adult / Child	2,000							
		Per Family	6,000							
2.2.14	Kidnap Benefits									
	i. Necessary expenses incurred	Per Adult / Child	5,000							
		Per Family	15,000							
	ii. Reward for information leading to recovery	Per Adult / Child	25,000							
		Per Family	75,000							
	ii. Person Insured not recovered after 1 year	Per Adult / Child	60,000	120,000	180,000	250,000	360,000	500,000	750,000	1,000,000
		Per Family	180,000	360,000	540,000	750,000	1,080,000	1,500,000	2,250,000	3,000,000
2.2.15	Miscarriage due to motor vehicle accident	Per Adult / Child	1,500							
		Per Family	4,500							
2.2.16	Blood Contamination / Transfusion	Per Adult / Child	5,000	12,000	18,000	25,000	36,000	50,000	75,000	100,000
		Per Family	15,000	36,000	54,000	75,000	108,000	150,000	225,000	300,000
2.2.17	Permanent Impotency or Infertility	Per Adult / Child	6,000	12,000	18,000	25,000	36,000	50,000	75,000	100,000
		Per Family	18,000	36,000	54,000	75,000	108,000	150,000	225,000	300,000
2.2.18	Financial Protector	Per Adult	2,000	3,000	4,000	5,000	6,000	7,000	8,000	9,000
2.2.19	Snatch Theft Compensation	Per Adult / Child	500							
		Per Family	1,500							
2.3	RIDER 3									
2.3.1	Terrorism Cover (excluding Nuclear, Chemical & Biological)	Per Adult / Child	50,000	100,000	120,000	120,000	150,000	200,000	220,000	250,000
		Per Family	150,00	300,000	360,000	360,000	450,000	600,000	660,000	750,000

BASIC COVERAGE

Benefit 1.1 - Death / Permanent Disablement

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

We will pay **You** or the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative the amount stated in Benefit 1.1 for the **Person(s) Insured's** death or if the **Person(s) Insured** sustained an **Injury** during the **Period of Insurance**.

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 total percentage payable for Benefit 1.1 (**Permanent Disablement**) in respect of any one **Accident** or any one **Period of Insurance** shall not exceed 100% or 200% in the event Benefit 1.3 is applicable.

Benefit 1.2 – Renewal Bonus

The principal sum insured will be increased by 10% upon each Policy renewal up to a maximum of 100% of the **Original Principal**

Sum Insured, provided the Policy is renewed continuously without break from the end date of the previous expiring Policy. Once a claim is made for Benefit 1.1 (**Permanent Disablement**), Benefit 2.2.14, or Benefit 1.4, any accumulated renewal bonuses will be forfeited.

Payment of Benefit 1.2 shall only be applicable for Benefit 1.1, Benefit 2.2.14 and Benefit 1.4.

Benefit 1.3 – Double Indemnity

We will pay **You** or the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative double the **Original Principal Sum Insured** for the **Person(s) Insured's** death, total paralysis or loss of use of both limbs if the **Accident** occurs whilst the **Person(s) Insured** is travelling as a fare-paying passenger in any public transport which has the permit to operate and is duly licensed by the relevant authorities or whilst the **Person(s) Insured** is travelling **Overseas**.

Benefit 1.4 – Personal Liability

We will indemnify the **Person(s) Insured** for the following, arising from **Accident** occurring anywhere in Malaysia during the **Period of Insurance**:

- 1) All sums which the **Person(s) Insured** shall become legally liable to pay in respect of:
 - a) Damage to property; or
 - b) Bodily injury to any person who:
 - i. is not the **Person(s) Insured's Household**; or
 - ii. is not under a contract of service or apprenticeship with the **Person(s) Insured** if the person sustained injuries during the course of employment with the **Person(s) Insured**.
- 2) All costs and expenses of litigation
 - a) Recovered by any claimant against the **Person(s) Insured**; or
 - b) Incurred with **Our** written consent in respect of a claim against the **Person(s) Insured** for compensation.

In the event of the **Person(s) Insured's** death, **We** will indemnify **Person(s) Insured's** legal personal representative in accordance with the terms of this Policy provided that such legal personal representative shall observe and be subject to the terms and conditions of this Policy where applicable, as though they were the **Person(s) Insured**.

Limit of Benefit 1.4

Our liability under this Benefit for all compensation payable to any number of claimants and all costs and expenses of litigation payable shall not exceed the **Original Principle Sum Insured** of Benefit 1.1 or RM1, 000,000.00 whichever is lower, in respect of any one **Accident** or **Period of Insurance**.

OPTIONAL COVERAGE (RIDER 1)

Benefit 2.1.1 – Temporary Total Disablement / Weekly

We will pay the **Person(s) Insured** if the **Person(s) Insured** is completely unable to engage in or attend to the **Person(s) Insured's** occupation, profession or business due to **Injury** as certified by a **Medical Practitioner**. Compensation payable shall not exceed 52 weeks in respect of any one **Injury** calculated from the date the **Person(s) Insured** were first examined by a **Medical Practitioner**.

OPTIONAL COVERAGE (RIDER 2)

Benefit 2.2.1 – 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** provided that the first expense is incurred within 14 days from the date of **Accident**. The **Person(s) Insured's** medical expenses shall also include the following:

- 1) Medical Expenses for Dengue Fever, Malaria or Japanese Encephalitis (JE).

We will reimburse expenses incurred for hospital confinement or treatment including hospital room, board, general nursing services and meals.
- 2) Fees for Medical and/or Post Mortem Report
We will reimburse the actual costs incurred for obtaining medical and/or post mortem report.

Benefit 2.2.2 – Alternative Medical Treatment

We will reimburse the **Person(s) Insured** for alternative medicine for any **Injury**, including costs of medication incurred, provided there are supporting receipts. Alternative medicine shall mean treatment from a registered traditional medicine practitioner, osteopath, physiotherapist and/or a chiropractor provided treatment is sought from a **Medical Practitioner** in the first instance.

Benefit 2.2.3 – Ambulance Fees

We will reimburse the **Person(s) Insured** for the actual charges incurred for ambulance services rendered in Malaysia for transporting the **Person(s) Insured** to and/or from the hospital provided that such ambulance fees were incurred as a result of an **Accident** resulting in the **Person(s) Insured's** hospitalisation.

Benefit 2.2.4 – Weekly Home Nursing Care

We will reimburse the **Person(s) Insured** the actual charges incurred for any nursing care services by a registered nurse in the event of the **Person(s) Insured's** total paralysis and confinement to a hospital bed as a result of an **Accident**, provided that:

- 1) the **Person(s) Insured** is under the direct care of a **Medical Practitioner**;
- 2) The plan of treatment for the home nursing care is established and certified by the attending **Medical Practitioner**;
- 3) the **Person(s) Insured** has been hospitalised for at least 3 days; and
- 4) the nursing care service is engaged within 7 days from the date of the **Person(s) Insured's** discharge from the hospital.

No payment will be made for the **Person(s) Insured's** nursing care meal, general housekeeping services, companionship or personal comfort items.

Benefit 2.2.5- Dental Correction and/or Corrective Cosmetic Surgery

We will reimburse the **Person(s) Insured** the actual expenses incurred for dental correction and/or corrective cosmetic surgery performed on the **Person(s) Insured's** neck, head or chest (navel up) due to an **Accident** resulting in **Permanent Disablement** provided it is recommended and performed by a licensed orthodontist or cosmetic surgeon.

Benefit 2.2.6 / Benefit 2.2.7 – Weekly Hospital Income (Class 1 & 2) / (Class 3)

We will pay the **Person(s) Insured** for the period of hospitalisation not exceeding 52 weeks as a result of **Injury** requiring hospitalisation in a registered hospital provided that such hospitalisation must occur within 24 hours from the date of **Accident**. All periods of confinement due to the same cause shall be considered as one **Accident**.

IMPORTANT: The **Person(s) Insured** can only claim either Benefit 2.2.6 or Benefit 2.2.7 according to coverage type as stated in the **Policy Schedule**.

Benefit 2.2.8 – Funeral Allowance

We will pay **You** or the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative in the event of the **Person(s) Insured's** death as a result of **Accident**.

Benefit 2.2.9 – Bereavement Allowance (Death due to Dengue Fever, Malaria or JE)

We will pay **You** or the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative 10% of the **Original Principal Sum Insured** in the event of the **Person(s) Insured's** death due to Dengue Fever, Malaria or JE.

Benefit 2.2.10 – Daily Hospital Visitation Allowance

We will pay the **Person(s) Insured** for the period of hospitalisation up to 50 days provided that Benefit 2.2.6 or Benefit 2.2.7 is payable.

Benefit 2.2.11 – Major Burns

We will pay the **Person(s) Insured** 5% of the **Original Principal Sum Insured** for third degree burns as a result of an **Accident** covering at least 20% of the **Person(s) Insured's** body surface area based on the **Rules of Nine System** certified by the attending **Medical Practitioner**.

Benefit 2.2.12 – Coma

We will pay the **Original Principal Sum Insured** to **You** or the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative upon certification by a **Medical Practitioner** that the **Person(s) Insured** were comatose for at least 1 year due to an **Accident**. However, the **Person(s) Insured** has the right to recover the payment made if the **Person(s) Insured** regain consciousness subject to a deduction of 10% of the aforesaid payment for each year the **Person(s) Insured** were comatose.

Exclusion applicable to Benefit 2.2.12

The deduction will not be made if the **Person(s) Insured** were comatose for 10 years or more.

Benefit 2.2.13 – Prostheses/ Wheelchair

In the event the **Person(s) Insured** suffer **Permanent Disablement** due to an **Accident**, **We** will reimburse the **Person(s) Insured** for the cost of purchasing any of the following medical equipment that is necessary to assist in the **Person(s) Insured's** mobility and is recommended by the attending **Medical Practitioner**:

- 1) Wheelchair;
- 2) Artificial arm or leg;
- 3) Crutches.

Benefit 2.2.14 – Kidnap Benefits

We will pay a lump sum of RM5,000.00 to the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative for necessary expenses incurred to secure the **Person(s) Insured's** release and also a sum of RM25,000.00 to the police as a reward for information leading to the **Person(s) Insured's** safe release provided that the **Person(s) Insured** is alive at the time of release and the said reward is released by the police only upon the **Person(s) Insured's** safe release. The payment of this benefit is subject to verification and confirmation by the police that a ransom has been demanded by the kidnappers for the **Person(s) Insured's** release. Where no demand of ransom has been made, **We** are not liable to make any payment under this benefit. The **Original Principal Sum Insured** will be paid in full if the **Person(s) Insured's** abduction has been confirmed and the **Person(s) Insured** is not released after a period of 1 year from the day of the abduction.

Benefit 2.2.15 – Miscarriage due to Motor Vehicle Accident

We will reimburse the **Person(s) Insured** in the event the **Person(s) Insured** suffer a miscarriage as a result of a motor vehicle Accident.

Benefit 2.2.16 – Blood Contamination / Transfusion

We will pay the **Person(s) Insured** 10% of the **Original Principal Sum Insured** if the **Person(s) Insured** contract Human Immunodeficiency Virus (HIV) as a result of blood transfusion or blood contamination whilst undergoing medical treatment for **Injury** or covered illnesses in a registered hospital in Malaysia, provided that:

- 1) The **Person(s) Insured** is positively diagnosed with HIV within 2 years from the date of such transfusion or contamination.
- 2) The Policy is in force.
- 3) Benefit 2.2.1 is payable.

Benefit 2.2.17 – Permanent Impotency and Infertility

We will pay the **Person(s) Insured** 10% of the **Original Principal Sum Insured** if the **Person(s) Insured** suffer permanent impotency or infertility due to an **Accident** where such **Permanent Disablement** is certified by a **Medical Practitioner**.

Benefit 2.2.18 – Financial Protector

We will settle the **Person(s) Insured's** outstanding credit card balances at the date of the **Person(s) Insured's Accident** subject to the maximum limit of the credit card or as stated in the Schedule of Benefits in the event of the **Person(s) Insured's** death or total paralysis. If multiple **Accidents** occur, the amount payable will be the said outstanding balance as at the time of the **Person(s) Insured's** first **Accident**.

Benefit 2.2.19 – Snatch Theft Compensation

We will compensate the **Person(s) Insured** for loss or damage to the **Person(s) Insured's Personal Effects** as a result of **Snatch Theft**, provided that a police report is lodged within 24 hours of the **Snatch Theft**.

OPTIONAL COVERAGE (RIDER 3)**Benefit 2.3.1 – Terrorism Cover**

This Policy is extended to 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 Benefit:

- 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.

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 advice of an independent **Medical Practitioner**.
- 2) Where Benefit 1.1 (Death) or 100% of Benefit 1.1 (**Permanent Disablement**) becomes payable, Benefit 2.1.1 and Benefit 2.2.6 or Benefit 2.2.7 shall cease to be paid for the same **Injury**.
- 3) Benefit 1.1 (Death) or Benefit 1.1 (**Permanent Disablement**) cannot be paid in aggregate under this Policy.
- 4) Where losses smaller than 100% in respect of Benefit 1.1 (**Permanent Disablement**) becomes payable, the coverage under Benefit 1.1 shall be reduced by that amount from the date of **Accident** until the expiration of the Policy.
- 5) The **Person(s) Insured** is restricted to Benefit 1.1 should the **Person(s) Insured** resides 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) The **Person(s) Insured's** pre-existing medical condition or mental defect;
 - b) Food poisoning except for Benefit 1.1 and Benefit 2.2.1;

- c) Dengue Fever, Malaria or JE except for Benefit 2.2.1 and Benefit 2.2.9;
 - d) The **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;
 - e) The **Person(s) Insured's** bacterial or viral infections due to any disease or sickness, medical or surgical treatment (except as covered under this Policy);
 - f) The **Person(s) Insured** being under the effect or influence of alcohol or drugs, unless taken in accordance with an authorised medical prescription;
 - g) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and Human Immunodeficiency Viruses (HIV) related diseases or any sexually transmitted diseases and/or mutant derivatives or variations however caused except as provided for Benefit 2.2.16;
 - h) The **Person(s) Insured's** pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage as a result of an **Accident**;
 - i) The **Person(s) Insured** travelling on, or against medical advice;
 - j) The **Person(s) Insured's** mental illness, psychosis, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
 - k) 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(s) Insured** do not wear an approved crash helmet and/ or do 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(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; overseas secondment as part of the **Person(s) 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(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.
- 5) Liability under Benefit 1.4 in respect of:
- a) Agreement unless such liability would have attached to the **Person(s) Insured** notwithstanding such agreement;
 - b) Losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form of quantity;
 - c) Any claim or loss if the **Person(s) Insured** is below 16 years of age;
 - d) Any claim or loss arising out of any activities and/or business transacted via the internet, intranet, extranet and/or via the transmission of electronic mail or documents by electronic means;
 - e) Damage to property belonging to or under the control of the **Person(s) Insured** and/or the **Person(s) Insured's** agent or servant;
 - f) Damage to property belonging to or under the control of any person who is a member of the **Person(s) Insured's Household**; or
 - g) **Injury** or damage caused by or arising from:
 - i. any land or building owned, possessed or leased by the **Person(s) Insured**;
 - ii. any motorcycle, motor vehicle, horse drawn vehicle animal (other than a dog or cat), firearms of all types vessel or craft (including thing made or intended to float on or in or travel on or through water or air) owned by the **Person(s) Insured** or in the **Person(s) Insured's** possession or custody;
 - iii. the **Person(s) Insured's** profession, business or any activity related to the **Person(s) Insured's** profession or business; or
 - iv. alterations, additions, repairs or decorations to the claimant's property.

- 6) In respect of judgements delivered or obtained otherwise than by a Court of competent jurisdiction in Malaysia.
- 7) Cost and expenses of litigation recovered by claimant from the **Person(s) Insured** which was not incurred in and recoverable in 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.

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's** 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 the **Person(s) Insured's** 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 extensions does not apply if the event of provocation is by the **Person(s) Insured** or the **Person(s) Insured** were 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 the **Person(s) Insured** were engaged 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 the **Person(s) Insured** were 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 a 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.

HUNTING

This Policy is extended to cover the **Person(s) Insured's** death, **Permanent Disablement** whilst the **Person(s) Insured** were engaged in hunting provided that such hunting is undertaken by the **Person(s) Insured** as recreation for short periods and not as a professional.

BUNGEE JUMPING

This Policy is extended to cover the **Person(s) Insured's** death or **Permanent Disablement** whilst the **Person(s) Insured's** were bungee jumping.

UNDER WATER ACTIVITIES

This Policy is extended to cover the **Person(s) Insured's** death or **Permanent Disablement** whilst the **Person(s) Insured** were engaged in under-water activities (up to 50 meters deep only) involving the use of breathing apparatus provided that such activities were undertaken by the **Person(s) Insured** as recreation and not as a professional. It is a condition precedent that the **Person(s) Insured** has a scuba diving certificate from a recognised professional scuba diving body and engaged in the under-water activities in compliance with the **Person(s) Insured's** certificate.

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 e-mail address or address / 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 **Permanent 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 **The Insured's** application or declaration is untrue in any respect;
- 2) If any material fact affecting the risk is incorrectly stated or omitted by **The 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 **The Insured**.

Certification, Information and Evidence

Any document (certificates, information, medical reports and evidence as required by **Us** shall be furnished at **Your** expense or the **Person(s) Insured's** expense, and in such a form that **We** may require.

Governing Law

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

Jurisdiction

Any disputes relating to this Policy 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 **Our** share of the total loss, damage or liability proportionally.

Interested Parties

We shall unless otherwise expressly provided by **Endorsement** be entitled to treat **The Insured** 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 the **Person(s) Insured** 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** is eligible for cover under this Policy if the **Person(s) Insured** is aged between 30 days and 70 years, with Policy renewal up to 80 years.

Termination of Coverage

The coverage for the **Person(s) Insured** will 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; or
4. 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** or the **Person(s) Insured**.

Liability

- 1) No admission, offer, promise or payment shall be made by or on the **Person(s) Insured's** behalf without **Our** prior written consent. **We** may in the **Person(s) Insured's** name, take over and conduct the defence or settlement of any claim or prosecute for **Our** own benefit any claim for indemnity, damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and/or in the settlement of any claim and the **Person(s) Insured** shall give **Us** all such information and assistance as **We** may require.
- 2) In the event of **Accident**, **We** will pay the **Person(s) Insured** the Limit of Benefit 1.4 or any lesser amount for which such compensation may be paid. Once the payment is made, **We** will have no further responsibility for the **Accident** except for payment under Benefit 1.4.2 which occurs before the date of payment of Benefit 1.4.1.

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 the **Person(s) Insured's** name from any third party causing loss or damage to the items covered by this Policy at **Our** own expense and for **Our** benefit.