



Policy

# Ultima V3 Personal Accident

**Berjaya Sompo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
Toll Free: 1-800-889-933  
Tel.: 03-2170 7300  
E-mail: [customer@bsompo.com.my](mailto:customer@bsompo.com.my)  
Website: [www.berjayasompo.com.my](http://www.berjayasompo.com.my)

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## IMPORTANT NOTICE

This is **Your Ultima V3** 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](http://www.berjaysompo.com.my).

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

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

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

Tel. : 03-2170 7300

Toll Free : 1-800-889-933

Fax : 03-2170 4800

Email : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

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

### OMBUDSMAN FOR FINANCIAL SERVICES

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

Tel. : 03-2272 2811

Fax : 03-2272 1577

E-mail : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website : [www.ofs.org.my](http://www.ofs.org.my)

### LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia

4<sup>th</sup> Floor, Podium Bangunan AICB

No. 10, Jalan Dato' Onn

50480 Kuala Lumpur

Toll Free : 1-300-88-5465

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

Fax : 03-2174 1515

E-mail : [bnmtelink@bnm.gov.my](mailto:bnmtelink@bnm.gov.my)

eLINK : [telink.bnm.gov.my](http://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 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 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** 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**.

### 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.

### Household

Any person who lives in the same house as the **Person Insured**, whether or not related to the **Person Insured** and includes the **Person 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 Insured** nor related to the **Person Insured**.

### Original Principal Sum Insured

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

### Occupation Class

**Class 1** – Professions involving non-manual, administrative or clerical work, solely in offices or similar non-hazardous places.

**Class 2** – Professions involving supervisory duties which may include occasional manual work with some occupational risk exposure or significant travelling outside office on business purposes.

**Class 3** – Professions involving regular manual work and/or the use of tools or machinery or exposure to hazardous conditions.

**Overseas**

Outside of Malaysia, Singapore, Brunei Darussalam and Thailand.

**Panel Hospital**

Hospitals that are registered with **Our** authorised service providers.

**Period of Insurance**

Duration of the 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 Insured's** possession at the time of the **Snatch Theft** or attempted **Snatch Theft**.

**Policy Schedule**

A document where the **Person 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 thereat, from the **Person Insured** of the **Person Insured's Personal Effects** and includes a situation where the **Person Insured's Personal Effects** are grabbed, or attempted to be, from the **Person 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 Insured** in the **Policy Schedule**.

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

Berjaya Sompo Insurance Berhad.

**Person 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 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 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.

**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	Death/ Permanent Disablement	Per Adult	50,000	100,000	150,000	200,000	300,000	500,000	750,000	1,000,000
2.0	Medical Expenses	Per Adult	3,000	4,000	5,000	6,000	7,000	8,000	9,000	10,000
	i) Alternative Medical Treatment	Per Visit Per Accident	50 500							
3.0	Weekly Hospital Income (max 52 weeks) Class 1 & 2	Per Adult	150	250	300	350	500	700	850	1,000
	Class 3	Per Adult	100	150	200	250	300	N/A	N/A	N/A

4.0	Temporary Total Disablement / Week (maximum 52 weeks) Class 1 & 2	Per Adult	50	100	150	150	200	375	500	750
	Class 3	Per Adult	50	50	50	100	150	N/A	N/A	N/A
5.0	Funeral Allowance	Per Adult	5,000							
6.0	Bereavement Allowance (Death due to Dengue Fever, Malaria or JE)	Per Adult	5,000	10,000	15,000	20,000	30,000	50,000	75,000	100,000
7.0	Ambulance Fees	Per Adult	1,000							
8.0	Daily Hospital Visitation Allowance (max 50 days)	Per Adult	20							
9.0	Dental Correction and/or Corrective Cosmetic Surgery	Per Adult	5,000							
10.0	Coma	Per Adult	50,000	100,000	150,000	200,000	300,000	500,000	750,000	1,000,000
11.0	Weekly Home Nursing Care (max 4 weeks)	Per Adult	500							
12.0	Prostheses/ Wheelchair	Per Adult	2,000							
13.0	Repatriation Expenses	Per Adult	5,000							
14.0	Kidnap Benefits									
	i) Necessary expenses incurred	Per Adult	5,000							
	ii) Reward for information leading to recovery	Per Adult	25,000							
	iii) Person Insured not recovered after 1 year	Per Adult	50,000	100,000	150,000	200,000	300,000	500,000	750,000	1,000,000
15.0	Permanent Impotency or Infertility	Per Adult	5,000	10,000	15,000	20,000	30,000	50,000	75,000	100,000
16.0	Major Burns	Per Adult	2,500	5,000	7,500	10,000	15,000	25,000	37,500	50,000
17.0	Snatch Theft Compensation	Per Adult	500							
18.0	Blood Contamination / Transfusion	Per Adult	5,000	10,000	15,000	20,000	30,000	50,000	75,000	100,000
19.0	Renewal Bonus	Per Adult	(10% increase of the <b>Original Sum Insured</b> for death or <b>Permanent Disablement</b> for each year subject to maximum of 50% )							
			25,000	50,000	75,000	100,000	150,000	250,000	375,000	500,000
20.0	Double Indemnity	Per Adult	100,000	200,000	300,000	400,000	600,000	1,000,000	1,500,000	2,000,000
21.0	Personal Liability	Per Adult	50,000	100,000	150,000	200,000	300,000	500,000	500,000	500,000
22.0	Panel Hospital Admission Service	Per Adult	3,000							
23.0	Terrorism Cover	Per Adult	20,000							

OPTIONAL COVERAGE										
24.0	Extended Terrorism Cover	Per Adult	30,000	80,000	100,000	100,000	100,000	200,000	200,000	200,000

#### Benefit 1.0 - 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 Insured's** next-of-kin or the **Person Insured's** legal personal representative the amount stated in Benefit 1.0 for the **Person Insured's** death or if the **Person 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 percentages payable for Benefit 1.0 (b) in respect of any one **Accident** or any one **Period of Insurance** shall not exceed 100% or 200% in the event Benefit 20.0 is applicable.

#### **Benefit 2.0 – 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** provided that the first expense is incurred within 14 days from the date of **Accident**. The **Person Insured's** medical expenses shall also include the following:

1) **Alternative Medical Treatment**

In the event the **Person Insured** suffers from an **Injury** as a result of an **Accident** and seek alternative medicine, **We** will reimburse the expenses, including medication for such treatment 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.

2) **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.

3) **Fees for Medical and/or Post Mortem Report**

**We** will reimburse the actual costs incurred for obtaining medical and/or post mortem report.

#### **Benefit 3.0 – Weekly Hospital Income**

**We** will pay the **Person Insured** for the period of hospitalisation up to 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 Insured** can only claim either **Class 1 & Class 2 Occupation** or **Class 3 Occupation** according to coverage type as stated in the **Policy Schedule**.

#### **Benefit 4.0 – Temporary Total Disablement / Weekly**

**We** will reimburse the **Person Insured** if the **Person Insured** is completely unable to engage in or attend to the **Person 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 Insured** were first examined by a **Medical Practitioner**.

#### **Benefit 5.0 – Funeral Allowance**

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

#### **Benefit 6.0 – Bereavement Allowance (Death due to Dengue Fever, Malaria or JE)**

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

#### **Benefit 7.0 – Ambulance Fees**

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

#### **Benefit 8.0 – Daily Hospital Visitation Allowance**

**We** will pay the **Person Insured** for the period of hospitalisation up to 50 days provided that Benefit 3.0 is payable.

#### **Benefit 9.0 – Dental Correction and/or Corrective Cosmetic Surgery**

**We** will reimburse the **Person Insured** the actual expenses incurred for dental correction and/or corrective cosmetic surgery performed on the **Person 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 10.0 – Coma**

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

#### **Exclusion applicable to Benefit 10.0**

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

#### **Benefit 11.0 – Weekly Home Nursing Care**

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

- 1) the **Person 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 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 Insured's** discharge from the hospital.

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

#### **Benefit 12.0 – Prostheses / Wheelchair**

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

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

#### **Benefit 13.0 – Repatriation Expenses**

We will reimburse You or the **Person Insured's** next-of-kin or legal personal representative for the actual transportation cost of the **Person Insured's** remains back to Malaysia in the event of the **Person Insured's** death due to **Accident**.

#### **Benefit 14.0 – Kidnap Benefit**

We will pay a lump sum of RM5,000.00 to the **Person Insured's** next-of-kin or the **Person Insured's** legal personal representative for necessary expenses incurred to secure the **Person Insured's** release and also a sum of RM25,000.00 to the police as a reward for information leading to the **Person Insured's** safe release provided that the **Person Insured** is alive at the time of release and the said reward is offered and released by the police only upon the **Person 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 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 Insured's** abduction has been confirmed and the **Person Insured** is not released after a period of 1 year from the day of the abduction.

#### **Benefit 15.0 – Permanent Impotency or Infertility due to Accident**

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

#### **Benefit 16.0 – Major Burns**

We will pay the **Person 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 Insured's** body surface area based on the **Rules of Nine System** certified by the attending **Medical Practitioner**.

#### **Benefit 17.0 – Snatch Theft Compensation**

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

#### **Benefit 18.0 – Blood Contamination / Transfusion**

We will pay the **Person Insured** 10% of the **Original Principal Sum Insured** if the **Person Insured** contracts 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 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 2.0 is payable.

#### **Benefit 19.0 – Renewal Bonus**

The principle sum insured will be increased by 10% upon each Policy renewal up to a maximum of 50% 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 1.0 (b)(Permanent Disablement), Benefit 14.0 or Benefit 21.0, any accumulated renewal bonuses will be forfeited.

Payment of Benefit 19.0 shall only be applicable for Benefit 1.0 (b), Benefit 14.0 and Benefit 21.0.

#### **Benefit 20.0 – Double Indemnity**

**We** will pay the **Person Insured** double the **Original Principal Sum Insured** for the **Person Insured's** death, total paralysis or loss of use of both limbs if the **Accident** occurs whilst the **Person 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 Insured** is travelling **Overseas**.

#### **Benefit 21.0 – Personal Liability**

**We** will indemnify the **Person Insured** for the following, arising from **Accident** occurring anywhere in Malaysia only during the **Period of Insurance**.

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

In the event of the **Person Insured's** death, **We** will indemnify the **Person 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 Insured**.

#### **Limit of Benefit 21.0**

**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 Principal Sum Insured of Benefit 1.0 or RM 500,000.00 whichever is lower, in respect of any one Accident and Period of Insurance.**

#### **Benefit 22.0 – Panel Hospital Admission Service**

**We** will pay the **Person Insured** for hospital admission charges of up to RM3, 000.00 in the event of the **Person Insured's** hospitalisation in **Our Panel Hospital**, provided that such hospitalisation occurs within 24 hours of the **Accident**.

#### **Benefit 23.0 – Terrorism Cover (excluding nuclear, chemical & biological)**

**We** will pay 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 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.

### **OPTIONAL COVERAGE**

#### **Benefit 24.0 – Extended Terrorism Cover (excluding nuclear, chemical & biological)**

**We** will pay the **Person Insured** in addition to Benefit 23.0 in respect of **Injury**, death or **Permanent Disablement** which may be sustained through terrorism as defined in Benefit 23.0 provided that **We** will not be liable when such act and/or acts of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction whether done separately or as a combined series of acts.

### **PROVISOS (APPLICABLE TO ALL BENEFITS)**

- 1) Compensation in respect of the Benefits shall be payable only when the claim has been proved to **Our** satisfaction based on the advice of an independent **Medical Practitioner**.

- 2) Where Benefit 1.0 a) or 100% of Benefit 1.0 b) becomes payable, Benefits 3.0 and Benefit 4.0 shall cease to be paid for the same **Injury**.
- 3) Benefit 1.0 a) or Benefit 1.0 b) cannot be paid in aggregate under this Policy.
- 4) Where losses smaller than 100% in respect of Benefit 1.0 b) becomes payable, the coverage under Benefit 1.0 a) and Benefit 1.0 b) shall be reduced by that amount from the date of **Accident** until the expiration of the Policy.
- 5) In the event that the **Person Insured** is covered under more than one Personal Accident Policy issued by **Us**, the policy or policies purchased after this Policy will not be entitled to Benefit 5.0 to Benefit 21.0.
- 6) The **Person Insured** is restricted to Benefit 1.0 should the **Person 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 Insured's** pre-existing medical condition or mental defect;
  - b) Food Poisoning except for Benefit 1.0 and Benefit 2.0;
  - c) Dengue Fever, Malaria or JE except for Benefit 2.0 and Benefit 6.0;
  - d) The **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;
  - e) The **Person 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 Insured** being under the effect or influence of alcohol or drugs, unless the drug is 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 18.0;
  - h) The **Person 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 Insured** travelling on, or against medical advice;
  - j) The **Person Insured's** mental illness, psychotic, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
  - k) 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** 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) Engaging in sports or games in a professional capacity or where the **Person Insured** 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 nationalization 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 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 Insured's** contravention of any Laws of Malaysia.
- 5) Liability under Benefit 21.0 in respect of:
  - a) Agreement unless such liability would have attached to the **Person 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 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 Insured** and/or the **Person 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 Insured's Household**; or
- g) Injury or damage caused by or in connection with or arising from:
  - i. any land or building owned by the **Person Insured** or in the **Person Insured's** possession or leased by the **Person 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 Insured** or in the **Person Insured** possession or custody;
  - iii. the **Person Insured's** profession or business or any activity related to the **Person 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 within Malaysia.
- 7) Cost and expenses of litigation recovered by a claimant from the **Person Insured** which was not incurred in and recoverable in Malaysia.

## CLAUSES / WARRANTIES / EXTENSIONS

### RIOT, STRIKE AND CIVIL COMMOTION

This Policy is extended to cover death or **Permanent Disablement** or any other loss as herein defined due to riot, strike and civil commotion provided the **Person 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 wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- 4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

### TERRORISM MASS DESTRUCTION EXCLUSION CLAUSE

**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 devise 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 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's** 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 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 extensions does not apply if the event of is provocation by the **Person Insured** or the **Person Insured** were 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 the **Person 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 Insured's** death, **Permanent Disablement** or any other loss arising from hijacking whilst the **Person 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 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.

### **HUNTING**

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

### **BUNGEE JUMPING**

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

### **UNDER WATER ACTIVITIES**

This Policy is extended to cover the **Person Insured's** death or **Permanent Disablement** whilst the **Person 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 Insured** as recreation and not as a professional. It is a condition precedent that the **Person Insured** have a scuba diving certificate from a recognised professional scuba diving body and engaged in the under-water activities in compliance with the **Person 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) **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 Insured's** next-of-kin or the **Person Insured's** legal representative 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; the **Person Insured's** early response will expedite the process of the **Person(s) Insured** 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 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 Insured** or **The Insured's** legal personal representatives alone shall be an effective discharge of all **Our** obligations and liabilities under this Policy.

### Age

The **Person Insured** is eligible for cover under this Policy if the **Person Insured** is aged between 30 days and 65 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 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 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 Insured**.

### Liability

- 1) No admission, offer, promise or payment shall be made by or on the **Person Insured's** behalf without **Our** prior written consent. **We** may in the **Person 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 Insured** shall give **Us** all such information and assistance as **We** may require.
- 2) In the event of **Accident**, **We** may pay the **Person Insured** the Limit of Benefit 21.0 or any lesser amount for which such compensation can be settled. Upon such payment being made, **We** shall have no further liability in respect of such **Accident** except for the payment under Benefit 21.2 incurred prior to the date of payment of Benefit 21.1.

**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 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.