



FOREIGN WORKERS COMPENSATION SCHEME POLICY

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in your Proposal Form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your Proposal Form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and **Berjaya Sampo Insurance Berhad** (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures given by you, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between you and the Company.

"You and Your" or "The Insured" means the person(s) named on the **Schedule** as the insured.

NOW THIS POLICY OF INSURANCE WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the terms limitations, exceptions and conditions contained herein or endorsed hereon hereinafter collectively referred to as "the Terms of this Policy", the Company will indemnify the Insured as per the Terms stated in the various Sections of the Policy.

SECTION 1 – WORKMEN'S COMPENSATION INSURANCE

If at any time during the Period of Insurance any foreign worker employed by the Insured as stated in the Schedule shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured and if the Insured shall be liable to pay compensation for such injury under the Law(s) set out in the Policy then subject to the Terms of this Policy contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

LAW(S)

As amended up to the date of commencement of this Policy.

WORKMEN'S COMPENSATION ACT 1952

WORKMEN'S COMPENSATION (AMENDMENT) ACT 1956

WORKMEN'S COMPENSATION (AMENDMENT) ACT 1976

MODIFICATION OF LAWS (WORKMEN'S COMPENSATION)

(EXTENSION AND MODIFICATION) ORDER 1981

WORKMEN'S COMPENSATION (AMENDMENT) ACT 1996

WORKMEN'S COMPENSATION (Foreign Worker's Compensation Scheme) (Insurance) (Amendment) (No.2) Order 2002

WORKMEN'S COMPENSATION (Foreign Worker's Compensation Scheme) (Insurance) Order 2005

and any subsequent amendment to the said Act and Enactments made effective prior to the date of issue of the Policy.

SPECIAL CONDITION TO SECTION 1

In the event of death of the Insured Workman resulting from personal injury by accident in the course of employment, the Company shall pay an extra sum of RM7,000.00.

EXCEPTIONS TO SECTION 1

The Company shall not be liable under this Section in respect of:-

- (a) The Insured's liability to employees of contractors to the Insured
- (b) Any employee who is not a "workman" within the meaning of the Law(s).

COMMON LAW LIABILITY EXCLUSION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the indemnity granted by this Section does not include Common Law Liability.

SECTION 2 – REPATRIATION EXPENSES

The Company will subject to the Terms of this Section indemnify the Insured for the repatriation expenses (defined below) incurred:

- (a) If during the Period of Insurance, the Insured Person dies or suffers permanent total disablement;
- (b) If the Insured Person dies or suffers permanent total disablement within twelve months of the accident or sickness occurring during the Period of Insurance.

DEFINITION TO SECTION 2

The repatriation expenses shall be the actual expenses incurred or RM4,800 whichever is the lesser, for the transportation of the Insured Person to his/her country of origin.

SECTION 3 – PERSONAL ACCIDENT INSURANCE (Off-Work Hours)

The Company shall, subject to the Terms of this Section, pay to the Insured Person or his legal Personal representatives, in respect of personal injury sustained in an accident which occurs during the Period of Insurance and outside the working hours of the Insured Person:-

- (a) A sum of RM23,000 in the event of death or permanent total disablement occurring within 12 month of the accident; and/or
- (b) A sum of money based on the capital sum of RM23,000 calculated in accordance with the First Schedule of the Workmen's Compensation (Amendment) Act 1996 in respect of Permanent Partial Disablement; and/or
- (c) A sum of money calculated in accordance with Section 8(e) of the Workmen's Compensation Act 1952 in respect of Temporary Disablement; and/or
- (d) Medical Expenses in accordance to the provisions of the Workmen's Compensation Act 1952.

Territorial Limit: Malaysia

SPECIAL PROVISION TO SECTION 3

1. "Loss" of a limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
2. The total sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
3. The maximum benefit payable under (a) and (b) above shall be RM23,000.

SPECIAL CONDITIONS TO SECTION 3

1. This insurance shall not apply to an Insured Person who has attained the age of 65 years.
2. Notice in writing must be given to the Company of any accident to an Insured Person which may give rise to a claim under this Section within ten (10) days of the accident.

All reports certificates and information required by the Company shall be furnished by the Insured. The Insured person shall from time to time submit himself to medical examination at the expense of the Company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.

3. For the purpose of this Scheme, General Condition 6 (other Insurances) shall not apply to (a), (b) & (c) under this Section.
4. This Section is not assignable and payment of any Benefit under this Section shall only be made to the Insured Person or his beneficiary/estate and whose receipt shall be a discharge to the Company.

EXCEPTIONS TO SECTION 3

1. No payment will be made under this Section for bodily injury consequent upon:-
 - (a) Any unlawful act of the Insured Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self-injury.
 - (b) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease, insanity, or AIDS.
 - (c) Pregnancy or childbirth, miscarriage or abortion.
 - (d) Rock climbing, mountaineering (which requires the use of ropes or guides), sky diving, parachuting, polo, steeplechasing, big game hunting or hunting other than on foot, racing of any kind other than on foot.
 - (e) Flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers.
 - (f) Riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing.
 - (g) Works carried out in relation to the Insured Person's employment with the Insured.

GENERAL EXCEPTIONS

The Company will not indemnify the Insured and/or the Insured Person against:-

1. any actions for compensations brought in the Courts of Law of any territory outside Malaysia.
2. loss damage injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of
 - (a) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
 - (b) Any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by forces of any de jure or de facto Government or to influencing of it by terrorism or violence.
3. any loss damage injury or liability directly or indirectly caused by or arising from or in consequence of or contributed to by
 - (a) Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
 - (b) Nuclear weapons material.

GENERAL CONDITIONS

1. DEFINITION

Period of Insurance shall mean the period specified in the Schedule and during which the Insured Person is in immediate employment of the Insured BUT EXCLUDING the period when the Insured Person returns to his/her home country. Cover ceases from the time the Insured Person leaves Malaysia and resumes upon his return to Malaysia.

2. INTERPRETATION

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

3. OBSERVANCE

The liability of the Company shall be conditional on the observance by the Insured and the Insured Person of the Terms of this Policy.

4. PRECAUTION

The Insured and the Insured Person shall comply with all statutory obligations.

5. CLAIMS PROCEDURE

- (a) On the happening of any accident which may give rise to a claim under this Policy the Insured shall
 - (i) Report the accident immediately to the Labour Department as provided under Section 13 (1) & (2) of the Workmen's Compensation Act 1952.
 - (ii) Give notice in writing within 10 days of the accident to the Company stating the circumstances of the accident and the nature of injury.
- (b) Compensation payable as assessed by the Commissioner in accordance with the Act shall be paid within 7 days of receipt by the Company of such assessment.

6. OTHER INSURANCES

If at the time of any liability hereby insured there be any subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such liability the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

THIS POLICY IS SUBJECT TO THE FOLLOWING CLAUSES AND ENDORSEMENT :-

ASBESTOS EXCLUSION CLAUSE

It is hereby understood that this policy shall not apply to and does not cover any actual or alleged liability, whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION CLAUSE

It is hereby declared and agreed that this policy shall not indemnify the Insured in respect of claims in respect of fines, penalties, punitive or exemplary damage.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SANCTIONS LIMITATION & EXCLUSION CLAUSE

The Company shall not provide cover and the Company shall not 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 the Company 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.

LATEX LITIGATION EXCLUSION CLAUSE (APPLICABLE TO RUBBER GLOVES MANUFACTURER)

All claims (either past, present or future) arising from the condition known as 'latex protein toxic syndrome' or any similar medical condition or allergic reaction caused by the exposure of the skin to latex or similar products or by the inhalation of latex dust, shall be excluded from this policy.

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Policy shall exclude any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Nuclear Energy Risks.

For all purposes of this Policy, Nuclear Energy Risks shall mean:-

- (I) All Property, on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The Production, Use or Storage of Nuclear Material
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:-

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils or irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

- (1) The provision of any insurance whatsoever in respect of:-
 - (a) Nuclear Material;
 - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means"

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company with sixty(60) days from the inception date of this policy.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms, conditions and exceptions of this Policy.

NOTICE TO ALL POLICYHOLDERS / NOTIS KEPADA SEMUA PEMEGANG POLISI

If you have any complaints relating to this insurance policy, please contact our local branch manager or our complaints unit officer at:

Jika anda mempunyai aduan berhubung dengan polisi insurans ini, sila hubungi pengurus cawangan kami atau pegawai unit pengaduan di:

**COMPLAINTS UNIT
CUSTOMER SERVICE CENTRE
BERJAYA SOMPO INSURANCE BERHAD**
Level 36, Menara Bangkok Bank
105, Jalan Ampang
50450 Kuala Lumpur.

Tel.: 03-2170 7300
Fax: 03-2170 4800
Email: info@bsompo.com.my

Or / Atau

The following bodies who are authorised to oversee public enquiries and complaints on insurance related matters:

Pihak-pihak yang diberi kuasa untuk mengendalikan soalan-soalan umum dan pengaduan mengenai perkara-perkara berkenaan insurans:

1. **OMBUDSMAN FOR FINANCIAL SERVICES
OMBUDSMAN PERKHIDMATAN KEWANGAN**
Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel. / Tel. : 03 - 2272 2811
Fax / Faks : 03 - 2272 1577
E-mail / E-mel : enquiry@ofs.org.my
Website / Laman Web : www.ofs.org.my

2. **LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)**
Pengarah
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O Box 10922
50929 Kuala Lumpur
Tel. / Tel. : 1-300-88-5465
Fax / Faks : 03-2174 1515
E-mail / E-mel : bnmtelink@bnm.gov.my

IMPORTANT/ PENTING

The Life Insured/Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Life Insured/Insured, advice should at once be given to the Company and the Policy returned for alteration.

Pihak Diinsuranskan hendaklah membaca Polisi ini dengan berhati-hati dan jika terdapat apa-apa kesilapan atau salah gambaran dalam perjanjian ini, atau jika perlindungan tidak diberikan mengikut kehendak Pihak Diinsuranskan, makluman hendaklah diberikan dengan secepat mungkin kepada pihak Syarikat dan Polisi ini dikembalikan untuk pindaan.

DUTY OF DISCLOSURE

Where you have applied for this Insurance wholly for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.