



Policy

Workmen Compensation (Annual)

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
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IMPORTANT NOTICE

This is **Your** Workmen's Compensation 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** agent 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 or if there are any changes in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy.

To help preserve the environment, **We** will send a printed copy of this Policy once only. Please keep this Policy safely. In case of renewal and/or amendment of **Your** Policy, **We** will send **You** the Policy **Schedule** and/or **Endorsement** only. If at any time **You** require a replacement copy of this Policy, please contact **Us**.

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
Tol 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
Ground Floor, Blok D
Jalan Dato Onn
50480 Kuala Lumpur
Tel : 603-2698-8044 / 2698 9044 / 9179 2888
Tol free : 1-300-88-5465
Fax : 03-2174 1515
Email : bnmtelelink@bnm.gov.my
eLINK : telelink.bnm.gov.my
SMS : 15888

OUR AGREEMENT

This Policy, the **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** pursuant to information provided by **You** (or on **Your** behalf by **Your** intermediary) and are issued in consideration of the payment of **Premium** as specified in the **Schedule** and **Endorsements** respectively.

DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation in providing information through the Proposal Form, correspondences or any other form of disclosure. Failure to take reasonable care 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 made in relation to the information in any form disclosed by **You**, 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 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:

Employee(s)

Any person, servant or appointed representative in **Your** employment or service.

Endorsement

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

Period of Insurance

Duration of the Policy as shown in the **Schedule**.

Premium

Any amount **We** require **You** to pay under the Policy and includes Government charges.

Schedule

The Policy **Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and limits are specified.

We, Our or Us

Berjaya Sompo Insurance Berhad.

You or Your

The person(s) or entity named in the **Schedule** as the insured.

COVERAGE

We will indemnify **You** against all sums which **You** are liable to pay, if at any time during the **Period of Insurance**, any employee in **Your** immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment with **You** in the Business and if **You** are liable to pay compensation for such injury either under Workmen's Compensation Laws described in this Policy or common law. **We** shall also pay for all costs and expenses incurred with **Our** consent in defending any claim for such compensation.

In the event of any change to the Workmen's Compensation Laws, including the substitution of legislation, this Policy shall remain in force but **Our** liability shall be limited to such sum as **We** would have been liable to pay if the original laws had remained in force.

EXCEPTIONS

We will not pay for :

- (1) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (2) **Your** liability to **Employees of Your** contractors.
- (3) any sum which **You** are unable to recover from a party because of an agreement between **You** and such party.

- (4) any injury by accident or disease directly attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, military or usurped power.
- (5) any employee who is not a "workman" within the meaning of the Workmen's Compensation Laws.
- (6) any liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
 - (i) nuclear weapons material
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS

1. Every notice, communication or claim shall be notified in writing and sent to **Us** or **Our** representatives.
2. **You** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
3. In the event of any occurrence which gives rise to a claim under this Policy, **You** shall as soon as possible notify **Us** with full particulars. Every letter, claim, writ summons and/or process shall be and forwarded to **Us** immediately upon **Your** receipt. **You** shall also notify **Us** immediately when **You** have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence as aforesaid. **We** will not be liable for any claim if such notification is not received within 30 days of the happening of the event.
4. No admission, offer, promise or payment shall be made by **You** or on **Your** behalf without **Our** prior written consent. **We** may in **Your** 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 **You** shall give all such information and assistance as **We** may require.
5. The gross **Premium** and all renewal **Premiums** that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by **You** to **Your** employees during each **Period of Insurance**. The name of every employee together with the amount of wages, salary and other earnings shall be properly recorded and **You** shall at any time allow **Us** to inspect such records and supply **Us** with the correct account of all such wages, salaries and other earnings paid during any **Period of Insurance** within one month from the expiry date of such **Period of Insurance**. If the amount so paid shall differ from the amount on which **Premium** has been paid, the difference in **Premium** shall be met by a further proportionate payment to **Us** or refund from **Us**, as the case may be.
6. If at the time of any claim there are any other policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.
7. This Policy shall be void in any of the following circumstances:
 - (a) If the proposal or declaration is untrue in any respect;
 - (b) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
 - (c) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression; or
 - (d) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**
8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against **Us**. If **We** shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. Any disputes relating to this Policy must be submitted to the exclusive jurisdiction of the courts in Malaysia.
10. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

CLAUSES / EXTENSIONS

The following are applicable to this policy:

WORKMEN'S COMPENSATION LAWS

The applicable Workmen's compensation laws shall refer to the WORKMEN'S COMPENSATION ACT 1952 and any subsequent amendments or related orders, regulations and guidelines

ASBESTOS EXCLUSION CLAUSE

This Policy shall not apply to any liability or claim(s) in respect of loss directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

FINES, PENALTIES OR AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION CLAUSE

This Policy shall not indemnify **You** in respect of fines, penalties or aggravated, punitive or exemplary damages.

JURISDICTION CLAUSE (MALAYSIA)

We shall not be liable to pay for:-

- (i) Compensation for damages in respect of judgements not delivered by or obtained from a court of competent jurisdiction in Malaysia.

- (ii) Costs and expenses of litigation recovered by any claimant from **You** which are not incurred in and recoverable in Malaysia.

WAR AND TERRORISM EXCLUSION CLAUSE

This Policy 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;

- (1) 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
- (2) any act of terrorism

For the purpose of this exclusion 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 organisation(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 exclusion 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 **We** allege that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon **You**.

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

SANCTIONS LIMITATION & EXCLUSION CLAUSE

We shall not provide cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** 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.

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 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 insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

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 of irradiation and contamination by Nuclear Material.

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.
- (2) The provision of any insurance for the undernoted perils:
 - (a) Fire, lightning, explosion;
 - (b) Earthquake;
 - (c) Aircraft and other aerial devices or articles dropped therefrom;
 - (d) Irradiation and radioactive contamination;
 - (e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (I) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (II) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, building, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatsoever 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 Installation, any area where the level of radioactivity requires the provision of a biological shield.

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

PREMIUM WARRANTY

Premium due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this Policy or **Endorsement**. If this **Premium** payment condition is not complied with, this Policy shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the sixty (60) day period **We** have provided cover.

Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this Warranty.

CANCELLATION

You may terminate the 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 **Premium** to **You** for the unexpired **Period of Insurance** for the period the Policy has been in force. **We** may also terminate **Your** Policy at any time by giving **You** seven days' notice in writing to **Your** last known address and refund the **Premium** for the unexpired **Period of Insurance** to **You**. Refund of **Premium** shall be adjusted in accordance with Condition 5 subject to a minimum premium of RM50.00.