BERJAYA SOMPO INSURANCE

Policy

Domestic Maid

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).

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
Website: www.berjayasompo.com.my

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IMPORTANT NOTICE

This is **Your Domestic Maid Policy**. **You** should satisfy yourself that this **Policy** will best serve **Your** needs. **You** should read and understand the **Policy** terms, conditions and warranties and discuss with **Your** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this **Policy**. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

You must fully observe and fulfill this **Policy**'s terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this **Policy**.

To help preserve the environment, **We** will send a printed copy of this **Policy** Wording once only. Please keep this **Policy** wording safely. In case of renewal and/or amendment of **Your Policy**, **We** will send **You** the **Policy Schedule** and/or **Endorsement** only. If at any time **You** require a copy of the **Policy** Wording, please download a copy from www.berjayasompo.com.my.

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

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

Tel.	: 03-2170 7300
Toll Free	: 1-800-889-933
Fax	: 03-2170 4800
E-mail	: customer@bsompo.com.my

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

FINANCIAL MARKETS OMBUDSMAN SERVICE
Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Laman Web : www.fmos.org.my

BNMLINK
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel : 1-300-88-5465
Overseas : +603-2174 1717
BNMLink Webpage : bnm.gov.my/BNMLINK

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 when **You** applied for this Policy and any other disclosures made by **You** between the time **You** applied for this Policy and the time this insurance contract is entered into.

DUTY OF DISCLOSURE

You have a duty to take reasonable care not to make any misrepresentation i.e. **You** should answer all questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations by **You** in relation to **Your** answers and disclosures, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

You have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given when **You** applied for this insurance is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

DEFINITIONS

Some words and expressions in this Policy have been printed in **bold** because they have been given specific meaning as follows:

Accident
A sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of **Injury**.

Endorsement
A written alteration to the information, terms, conditions and warranties of this Policy.

Extreme Sport 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 **You** 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.

Injury
A bodily injury caused solely by **Accident**.

Infectious Disease
A disease that can be transmitted easily as stipulated by the applicable health authority.

Medical Practitioner
A medical practitioner qualified, registered and licensed to practice western medicine, by the appropriate health authority/ medical council/professional body and who, in rendering such treatment, is practicing within the area and scope of his/her licensing and training of medical practice, provided that the **Medical Practitioner** is not **You** nor related to **You**.

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.

Person Insured
Domestic Maid aged between 16 to 65 years and employed in Malaysia in accordance with the valid work permit.

Policy Schedule
A document where **Your** personal information, **Person Insured** detail, type of coverage, **Period of Insurance**, benefits, premium and sum insured are specified.

We/Our/Us
Berjaya Sompo Insurance Berhad.

You/Your
Person to whom the Policy is issued in respect of **Person Insured**.

WHAT WE WILL COVER

We agree to cover the **Person Insured** for death,**Injury** or any loss up to the amount stated in the **Policy Schedule**, subject to the conditions, exclusions and limitations of 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		Sum Insured (RM)
1	**Personal Accident**	
	A. Death	35,000
	B. Permanent Disablement	35,000
2	**Hospital & Surgical Expenses**	Up to 3,000
3	**Repatriation Expenses**	Up to 4,500

BENEFIT 1 - PERSONAL ACCIDENT

We will pay to **You** or the **Person Insured** upon the **Person Insured's** death or **Permanent Disablement** which is solely and directly caused by **Accident** whilst the **Person Insured** is in employment.

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

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 aggregate of all percentages in respect of any one **Accident** shall not exceed 100%. In the event a total of 100% in respect of any one **Accident** is paid, this Policy shall immediately cease to be in force. Payment of claims lesser than 100% shall reduce the coverage by that amount from the date of **Accident** until the expiration of the Policy. Benefit A or B cannot be paid in aggregate under this Policy.

BENEFIT 2 - HOSPITAL & SURGICAL EXPENSES

We will reimburse to **You** or **the Person Insured** for medical, surgical and hospital expenses incurred in respect of hospital confinement as a result of illness, disease or **Injury**.

Provided always that:
a) Recurrent attacks, symptoms or complications arising from the same initial cause shall be considered as one illness or **Injury**.
b) Treatment or services undertaken are recommended by a **Medical Practitioner**.
c) Expenses are incurred during the **Period of Insurance** and whilst **You** are in employment.

Exclusion applicable to Benefit 2
We *will not pay for the following:*
a) any expenses incurred within 30 days from the date of inception of this Policy as stated in the ***Policy Schedule****;*
b) costs of medical appliances, cosmetic or beauty treatment of any kind or treatment undertaken as a preventive measure including vaccination or inoculation;
c) medical expenses recoverable under any state Insurance Scheme or under the Workmen's Compensation Act 1952 or similar Act or Ordinance;
d) any expenses incurred due to ***Infectious Disease*** *announced or notified as an epidemic or pandemic by the applicable health authority or the World Health Organisation (WHO) respectively.*

BENEFIT 3 - REPATRIATION EXPENSES

We will pay to **You** for:

a) any expenses incurred in transporting the **Person Insured** to his home state or country after an **Accident** or illness which results in the **Person Insured's Permanent Disablement**; or

b) any expenses incurred for burial or cremation in the locality where death occurred and/ or transporting the **Person Insured's** remains to his home state after an **Accident** or illness which results in the **Person Insured's** death.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)

This Policy does not cover/ pay for claims:

1) Directly or indirectly caused by or resulting from **Person Insured's**:
   a) pre-existing physical or mental defect or infirmity;
   b) 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;
   c) bacterial or viral infections due to any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Policy and performed within the time provided in the Policy);
   d) being under the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
   e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and Human Immunodeficiency Virus (HIV) related diseases or any sexually transmitted diseases and/or mutant derivatives or variations however caused;
   f) pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage due to bodily injury as a direct result of an **Accident**;
   g) mental illness, psychosis, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
   h) **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(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, happening through, or in consequence of:
   a) The **Person Insured** engaging in sports or games in a professional capacity or where the **Person Insured's** would or could earn income or remuneration, sponsorships, donations or any other form of financial rewards from engaging in such sports or games; 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, seizure, destruction and restriction;
   d) 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;
   e) 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;
   f) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   g) Radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component
   h) Any action for compensation brought in by any Court of Law of any territory outside Malaysia; or
   i) The **Person Insured's** contravention of any Laws of Malaysia.

WARRANTIES / CLAUSES / EXTENSIONS

RIOT, STRIKE AND CIVIL COMMOTION

This Policy is extended to cover death or **Permanent Disablement** or any other loss as herein defined due to Riot, Strike and Civil Commotion provided the **Person(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 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.

CORONAVIRUS (COVID-19) EXCLUSION CLAUSE

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of Coronavirus (COVID-19) including any mutation or variation thereof, including any fear or thereat thereof, whether actual or perceived.

INFECTIOUS OR CONTAGIOUS DISEASE EXCLUSION DURING A PHEIC (AMENDED LMA5500) CLAUSE

1) This insurance does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
2) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of such declaration(s).
3) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
4) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

HOW YOUR POLICY MAY BE CANCELLED

You may cancel this Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **You**r notice, whichever is later. **We** will refund the pro-rated premium to **You** for the unexpired **Period of Insurance**, provided no claims have been made under the Policy and subject to a minimum premium of RM60.00.

We may cancel this Policy by giving **You** 14 days' notice in writing to **Your** last email address or address known to **U**s, and refund the pro-rated premium to **You** for the unexpired **Period of Insurance**.

Cover ceases automatically upon the termination of the **Person Insured's** employment contract in Malaysia and **Your** Policy shall be deemed to be effectively cancelled from the date of the Letter of Discharge from the Immigration Department of Malaysia. No refund is payable in the event of such cancellation.

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 **Certification, Information and Evidence** of **Person Insured's** shall be furnished to **Us**.

3) **We** shall not be liable for any death or loss or **Permanent Disablement** if the claim is not reported to **Us** within 30 days after the **Accident**.

You may email the documents to **Us** at customer@bsompo.com.my or deliver the same to **Our** Customer Service Centre at Level 36, Menara Bangkok Bank, 105, Jalan Ampang, 50450 Kuala Lumpur.

Please note that **We** may request additional information when required; **Your** early response will expedite the processing of **Your** claim.

HOW WE WILL SETTLE YOUR CLAIM

Misrepresentation/Fraud
This Policy shall be void in any of the following circumstances:
1) If **Your** application or declaration is untrue in any respect;
2) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
3) If this insurance 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 by **You**.

Certification, Information and Evidence
Any document (certificates, information, medical reports and evidence) as required by **Us** shall be furnished at **Your** 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 must be submitted to the exclusive jurisdiction of the courts in Malaysia.

Interested Parties
We shall unless otherwise expressly provided by **Endorsement** be entitled to treat **You** as the absolute owner of this Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy. The receipt by **You** or **Your** legal personal representatives shall be an effective discharge of all **Our** obligations and liabilities to **You** and **the Person(s) Insured**.

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.

Sanction Limitation and Exclusion
No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation
We are entitled to recover compensation in **Your** name from any third party causing loss or damage to the items covered by this Policy at **Our** own expense and for **Our** benefit.

Termination of Coverage
This Policy shall lapse or terminate:

1. At midnight (standard Malaysia time) on the last day of the **Period of Insurance**;
2. When **Person Insured's** attain the age of 65 years;
3. Upon cancellation of the Policy;
4. Upon **Person Insured's** or **Your** death.