



Policy

Employer Liability

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

Berjaya Sampo 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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more products



WEL0124

IMPORTANT NOTICE

This is **Your** Employer Liability 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. 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 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.

To help preserve the environment, **We** will send a printed copy of this Policy 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.berjaysompo.com.my based on the jacket code provided.

If you have any complaints relating to this Policy, please contact

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel. : 03-2170 7300
Toll Free : 1-800-889-933
Fax : 03-2170 4800
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
Website : www.fmos.org.my

BNMLINK

4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur.

Tel : 1-300-88-5465
Oversea : 03-2174 1717
BNMLINK Webpage : bnm.gov.my/BNMLINK

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:

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

If any person under a contract of service or apprenticeship sustains bodily injury or disease during the **Period of Insurance** arising out of and in the course of his service or apprenticeship with **You** in **Your** Business, **We** will indemnify **You** against all sums for which **You** shall be liable, including the claimant's costs and expenses and for all other costs and expenses incurred with **Our** prior written consent.

In the event of **Your** death, **We** will also indemnify **Your** legal personal representative(s) in respect of liability incurred by **You** provided that such personal representative(s) shall observe, fulfil and be subject to the terms, conditions and exceptions of this Policy in so far as they apply.

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, servants, personal representatives or apprentices 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 attributable to war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution or military or usurped power.
- (5) any injury by accident or disease sustained outside the Geographical Area stated in the **Schedule**.

- (6) any liability to compensate an employee or the legal personal representatives or dependants of an employee under any Workmen's Compensation Laws.
Workmen's Compensation Laws means 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.
- (7) any liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
- (i) nuclear weapons material; or
 - (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 officially 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 or may give 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 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. **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 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, 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 a 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 by a 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**.

CANCELLATION

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 RM75.00.

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

CLAUSES/ENDORSEMENTS/WARRANTIES
(THE FOLLOWING CLAUSES/ ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY)

COMMUNICABLE DISEASE EXCLUSION (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this **endorsement**, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396
17 April 2020

EMPLOYEE TO EMPLOYEE EXTENSION CLAUSE

If any person under a contract of service or apprenticeship with **You** shall sustain bodily injury by accident or disease caused during the **Period of Insurance** and arising out of and in the course of his employment by **You** in the business stated in the Schedule, **We** will at **Your** request indemnify any other of **Your** employee engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with **Our** written consent.

Provided that the employee claiming to be indemnified shall as though he were **You** observe, fulfil and be subject to the terms of the Policy insofar as they can apply.

JURISDICTION (MALAYSIA)

The Company shall not be liable to pay for :-

- (a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a court of competent jurisdiction within Malaysia.
- (b) cost and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

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

LOSS NOTIFICATION (30 DAYS)

This Policy will not be prejudiced by any inadvertent delays, errors or omission in notifying **Us** of any circumstances or event giving rise or likely to give rise to a claim under this policy. However, **We** shall not be responsible for any claim not reported to **Us** within 30 days from the date of accident and/or loss.

PROPERTY CYBER AND DATA EXCLUSION

1. Notwithstanding any provision to the contrary within this Policy or any **endorsement** thereto this Policy excludes any:
 - 1.1 **Cyber Loss;**
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this **endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This **endorsement** supersedes and, if in conflict with any other wording in the Policy or any **endorsement** thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
- owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

TEMPORARY VISITS OVERSEAS (EXCLUDING USA & CANADA) CLAUSE

This Policy extends to cover **Your** legal liability to **Your** directors and/or employees in respect of travel out of the geographical area anywhere in the world except USA and Canada in connection with the carrying on of any of **Your** business stated in the **Schedule** but excluding liability attributable to intoxication, consumption of drugs unless on medical advice, liability in respect of injury or damage caused by or in connection with or arising from the use or driving of motor vehicles.