



Policy

Snatch Medz+ Group Personal Accident

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
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Table of Contents

IMPORTANT NOTICE.....	3
OUR AGREEMENT.....	4
DUTY OF DISCLOSURE	4
DEFINITIONS.....	4
WHAT WE WILL COVER.....	5
BENEFITS	6
PROVISOS (APPLICABLE TO ALL BENEFITS)	9
GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS).....	9
CLAUSES / WARRANTIES / EXTENSIONS.....	10
HOW YOUR POLICY MAY BE CANCELLED.....	12
HOW TO MAKE A CLAIM	12
HOW WE WILL SETTLE YOUR CLAIM	12

IMPORTANT NOTICE

This is **Your Snatch Medz+ Group Personal Accident 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 fulfil 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.berjyasompo.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:

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)

BNMLINK
Bank Negara Malaysia
P.O. Box 10922,
50929 Kuala Lumpur
Tel : 1-300-88-5465 /03-2174 1717 (Overseas)
Fax : 03-2174 1515
eLINK : <https://bnmlink.bnm.gov.my/>

OUR AGREEMENT

This Policy, the Master Policy Schedule, **Certificate of Insurance** issued to **You** 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 **Certificate of Insurance** 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**.

Certificate of Insurance

A document where the details on **You**, **Period of Insurance**, coverage type, plan, benefits, premium and sum insured are specified.

Declared Vehicle

The vehicle, limited to one, which **You** have undertaken a hire purchase loan with **The Bank**.

Domestic Travel

Travel undertaken by **You** during the **Period of Insurance** for the purpose of leisure and/ or business:

- a) within Malaysia;
- b) beyond 50 kilometres from **Your** home; and
- c) excludes any daily commute to and from **Your** place of work.

Endorsement

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

Extreme Sport and Activities

Any sport or sporting activity that is or may be highly dangerous (i.e. involves a high level of expertise, exceptional physical exertion, highly specialised 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, water-ski jumping;
- f) Soccer, rugby or American football; or
- g) Motocross, Freestyle motocross or any forms of off-road motorcycling.

Hazardous Occupations

- a) Naval, Military or Airforce Service Operations
- b) Air Crew
- c) Professional Sportsperson
- d) Ship Crew and Professional Divers
- e) Policeman / Traffic Police
- f) Jockey
- g) Fireman

h) Shipyard Worker

Immediate Family Member

Your legal husband/wife, child, son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law or sibling who are residing in Malaysia.

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 **You** nor related to **You**.

Original Principal Sum Insured

Sum insured stated in the **Certificate of Insurance** for death or **Permanent Disablement** and excluding renewal bonus if any.

Overseas

Outside of Malaysia, Singapore, Brunei Darussalam and Thailand.

Period of Insurance

Duration of cover as stated in the **Certificate of Insurance**.

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 **Your** possession at the time of the **Snatch Theft/or Attempted Snatch Theft**.

Serious Injury

An **Injury** which is certified by a **Medical Practitioner** as serious and requires treatment in a hospital, resulting in **You** being certified as unfit to continue with **Your Trip**.

Snatch Theft / or Attempted Snatch Theft

The act of theft, with or without force and any attempt of the same, from **You** of **Your Personal Effects** and includes a situation where **Your Personal Effects** are grabbed, or attempted to be, from **Your** moving vehicle.

The Bank

Banks registered and operating business under CIMB Group Holdings Berhad, in Malaysia.

Trip

The return journey commencing from the time **You** leave **Your** home or place of work or any other elected destination (whichever is later) until the time **You** return, and ceases on whichever of the following occurs first:

- a) The end of the **Period of Insurance** specified in the **Certificate of Insurance**;
- b) **Your** arrival at **Your** home or place of work (whichever is the earlier).

We/Our/Us/The Company

Berjaya Sompo Insurance Berhad.

You/Your/ Person Insured

Individual registered as an account holder with **The Bank**, aged between 16 and 70 years 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 **You** for death, **Injury**, loss and/or damage up to the amount stated in the **Certificate of Insurance** 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)		
	Plan 1	Plan 2	Plan 3
1.0 Death	600,000	400,000	300,000

2.0	Permanent Disablement	600,000	400,000	300,000
3.0	Double Indemnity	1,200,000	800,000	600,000
4.0	No Claim Renewal Bonus	10% increase of the Original Principal Sum Insured for death or Permanent Disablement for each year subject to maximum of 50%		
5.0	Medical Expenses	7,000	6,000	5,000
	5.1 Alternative Medical Treatment	500	500	500
6.0	Daily Hospitalisation Income	180	110	110
7.0	Snatch Theft	5,000	4,000	3,000
	7.1. Loss of Cash Withdrawn From ATM			
	7.2 Loss or Damage to Personal Effects			
	7.3 Unauthorised Transaction of Touch 'n Go e-Wallet and/or Bank Account			
8.0	Bereavement Allowance	10,000	10,000	10,000
9.0	Auto Loan Protection due to Death	up to 75,000	up to 45,000	up to 30,000
10.0	Domestic Travel Inconveniences	4,000	3,000	2,000
	10.1 Travel Curtailment			
	10.2 Loss of Deposit or Cancellation			

BENEFITS

Benefit 1.0/ 2.0 - Death/ Permanent Disablement

Scale of Compensation			Principal Sum Insured (%)
1.0	Death		100
2.0	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

	o) Loss of middle finger	- one phalanx	4
		- 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 **Your** next-of-kin or legal personal representative the amount stated in Benefits 1.0 or 2.0 if **You** sustain 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 percentage payable for Benefit 2.0 in respect of any one **Accident** or any one **Period of Insurance** shall not exceed 100% or, 200% in the event Benefit 3.0 is applicable.

Benefit 3.0 – Double Indemnity

We will pay **You** double the sum insured for death or **Permanent Disablement**, total paralysis or loss of use of 2 limbs caused by **Snatch Theft / or Attempted Snatch Theft**.

Benefit 4.0 – No Claim Renewal Bonus (Applicable to Benefits 1.0 and 2.0)

The sum insured will automatically be increased by 10% each year upon renewal up to a maximum of 50% of the **Original Principal Sum Insured**, provided that such renewal dates are continuous without any break from the previous **Period of Insurance**. Once a claim is made under Benefit 2.0, any accumulated renewal bonuses will be forfeited and computations for future renewal bonuses will begin anew on the next renewal date.

Benefit 5.0 – Medical Expenses

We will reimburse **You** for necessary and reasonable fees, charges or expenses incurred for medical or surgical procedures attended by a **Medical Practitioner** provided that the first expense is incurred within 14 days from the date of **Accident**.

The maximum limit payable under this Benefit includes **Benefit 5.1**.

Benefit 5.1 - Alternative Medical Treatment

We will reimburse **You** the expenses for alternative medical treatment and medicine of RM50.00 per visit provided there are supporting receipts. Alternative medicine shall mean treatment from a **Medicine Practitioner**, osteopath, physiotherapist and/or a chiropractor provided treatment is sought from a **Medical Practitioner** in the first instance.

Benefit 6.0 – Daily Hospitalisation Income

We will pay **You** daily cash allowance from the day of hospital confinement up to a maximum of 90 days provided that initial hospitalisation is for more than 12 consecutive hours from the time of admittance into hospital.

Benefit 7.0 – Snatch Theft

We will compensate **You** for cash lost or loss or damage to **Your Personal Effects** or unauthorised transaction of **Your** e-Wallet and/or bank account as a result of **Snatch Theft / or Attempted Snatch Theft**, provided that a police report is lodged within 24

hours of the **Snatch Theft / or Attempted Snatch Theft**. The maximum limit payable under this Benefit includes Benefits 7.1, 7.2 and 7.3.

Benefit 7.1 - Loss of Cash Withdrawn from Automated Teller Machine (ATM)

We will compensate **You** for cash lost as a result of **Snatch Theft / or Attempted Snatch Theft**, occurring within 24 hours of an Automated Teller Machine (ATM) withdrawal from **Your** bank account(s).

Exclusion applicable to Benefit 7.1

We will not pay for:

- a) Loss due to any fraudulent, dishonest or criminal act by **You**, **Your Immediate Family Member** or persons known to **You**;
- b) Loss due to the use of a fraudulent ATM Card;
- c) Loss resulting from the use of **Your** stolen ATM Card:
 - i. for unauthorised and/or fraudulent transactions;
 - ii. resulting in unreasonable explanation of cash disappearance.

Benefit 7.2 - Loss of or Damage to Personal Effects

We will compensate **You** for the loss of or damage to **Your Personal Effects** due to **Snatch Theft/or Attempted Snatch Theft** provided the original receipt is submitted to **Us**, failing which, compensation will be based on **Our** assessment of the available evidence.

Exclusion applicable to Benefit 7.2

We will not pay for loss due to:

- a) pick-pocketing;
- b) dishonest or criminal acts committed by **You**, **Your Immediate Family Member** or persons known to **You**;
- c) events such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
- d) Cash, cheque(s), transportation tickets, or other similar items that were also lost or damaged;
- e) **Your** intentional or malicious acts of gross negligence or carelessness; and
- f) Aesthetic or other damage to the appearance of **Your Personal Effects** not resulting in loss of its function.

Benefit 7.3 – Unauthorised Transaction of Touch 'n Go e-Wallet and/or Bank Account

We will compensate **You** for the financial loss incurred from unauthorised transaction of **Your** Touch 'n Go e-Wallet and/or bank account with **The Bank** following the loss or theft of **Your** smart device due to **Snatch Theft** provided that it occurs within 24 hours of the **Snatch Theft**.

Exclusion applicable to Benefit 7.3

We will not pay for loss due to:

- a) voluntary money transfer as a result of scam;
- b) cyber crime.

IMPORTANT: You can only claim under either Benefits 7.1, 7.2 or 7.3 for a maximum of three incidents per **Period of Insurance** and the maximum amount of all benefits payable under Benefits 7.1, 7.2 and/or 7.3 during the **Period of Insurance** shall not exceed the limit stated under Benefit 7.0 in the Schedule of Benefits.

Benefit 8.0 – Bereavement Allowance

We will pay **Your** next-of-kin or legal personal representative in the event of **Your** death, provided that Benefit 1.0 is payable.

Benefit 9.0 – Auto Loan Protection due to Death

We will pay **You** the outstanding hire purchase loan amount of **Your Declared Vehicle** based on the hire purchase agreement between **You** and **The Bank** subject to the maximum limit as stated in the Schedule of Benefits in the event of **Your** death, provided that Benefit 1.0 is payable.

Benefit 10.0 – Domestic Travel Inconveniences

Benefit 10.1 –Travel Curtailment

We will reimburse for the proportional return of the irrecoverable prepaid costs of **Your Trip** as shown on the booking invoice, calculated on a pro rata basis from the date of **Your** early return to **Your** residence to the scheduled return date of the **Trip** or **Period of Insurance** whichever is earlier, necessarily and unavoidably incurred, resulting in Curtailment (as defined) due to:

- 1) **Your Serious Injury**.
- 2) natural disasters at **Your** scheduled destination.
- 3) damage to **Your** principal residence from fire, flood, or similar natural disasters, requiring **Your** presence on the premises.
- 4) unexpected strike, riot or civil commotion at the planned destination that risks danger to **Your** life.

If the prepaid costs are confined to air tickets, **We** will reimburse **You** for the unused sector of the air tickets.

A medical certificate must be obtained from the **Medical Practitioner** treating **You**, confirming the advisability to return to Malaysia due to **Serious Injury**.

This coverage is effective only if the Policy is purchased before **You** became aware of any circumstances which could lead to **Curtailment**.

“Curtailment” shall mean abandonment of the **Trip** by return to **Your** residence after arrival at the scheduled destination in the booking invoice.

Benefit 10.2 – Loss of Deposit or Cancellation

1. Cancellation

We will reimburse for loss of irrecoverable deposits or charges paid in advance or contracted to be paid for **Your Trip** in the event of necessary and unavoidable cancellation as a result of:

- a) **Your** death or **Serious Injury** within 60 days of **Your Trip**. The death certificate or written medical advice from the **Medical Practitioner** treating **You** to cancel the **Trip** due to **Serious Injury** must be obtained.
- b) natural disasters at **Your** scheduled destination.
- c) unexpected strike, riot or civil commotion at the planned destination.
- d) damage to **Your** residence due to fire, flood or similar natural disasters occurring within 1 week of the **Trip** requiring **Your** presence on the departure date of the **Trip**.

2. Deferments or Postponement

If **Your Trip** is postponed or deferred due to any of the causes in 1.a) to 1.d) above, **We** will reimburse **You** for additional charges incurred to amend **Your** travel dates.

Benefit 10.2 is effective from the date the **Certificate of Insurance** is issued and terminates on the commencement of the **Trip**.

Exclusions applicable to Benefit 10.2

We will not pay for any loss:

- a) if this Policy is purchased less than 14 days before commencement of **Your Trip**.

PROVISOS (APPLICABLE TO ALL BENEFITS)

1. Compensation in respect of Benefits 2.0 and 5.0 shall be payable only when the claim has been proved to **Our** satisfaction based on the advice of an independent **Medical Practitioner**.
2. Benefits 1.0 and 2.0 cannot be paid in aggregate under this Policy.
3. Where losses smaller than 100% in respect of Benefit 2.0 becomes payable, the coverage under Benefits 1.0 and 2.0 shall be reduced by that amount from the date of **Accident** until the expiration of **Your Certificate of Insurance**.
4. **You** are restricted to Benefits 1.0 and 2.0 should **You** reside or travel **Overseas** for more than 90 consecutive days.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)

This Policy do not cover/ pay for claims:

- 1) Directly or indirectly caused by or resulting from **Your**:
 - 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 Viruses (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 **Your** death or **Permanent Disablement** or any other loss sustained by **You**:
 - a) while riding or pillion riding on a two-wheeled motor vehicle as a sport and/ or if **You** 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) **You** engaging in sports or games in a professional capacity or where **You** 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) **Your** participation in **Extreme Sports and Activities**.
 - c) **You** engaging in activities of any **Hazardous Occupation** while on duty.
- 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, chartered flights, public scheduled commercial flight or commercial heliports;
 - c) **Your** participation in any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, 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 **Your** 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 nationalisation or requisition or destruction or damage to property under the order of any government or public or local;
 - g) 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;
 - h) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - i) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component; or
 - j) **Your** contravention of any Laws of 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 **You** are not directly or indirectly participating in such activities. Riot, Strike and Civil Commotion for the purpose of this clause shall mean:

- 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

This Policy is extended to cover **You** in respect of **Injury** which may be sustained through Terrorism provided that there is no liability when such act and/or acts of terrorism involve utilisation of nuclear, chemical or biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this clause:

- 1) Terrorism means an act or acts, of any person, or group(s) of persons, 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.

EXPOSURE

This Policy is extended to cover **Your** death in the event of **Your** death caused solely as a result of **Your** exposure to natural elements after an **Accident**.

DISAPPEARANCE

If after one (1) year from the date of **Your** reported disappearance, there is no evidence to suggest that something other than an **Accident** has resulted in **Your** death, **Your** disappearance shall be considered to constitute a claim under this Policy. However, if at any time after payment has been made, **You** are found alive, then any sums paid by **Us** in settlement of **Your** claim shall be refunded to **Us** in full.

MOTORCYCLING

This Policy is extended to cover **Your** death or **Permanent Disablement** or any other loss whilst riding a motorcycle or as a pillion rider for private or business purposes provided that **You** wore an approved crash helmet and had a valid driving license. **We** shall not be liable to make any payment in respect of death or injuries arising from or attributable to **You** engaging 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 **Your** 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 **Your** death, **Permanent Disablement** or any other loss as a result of assault or murder or any attempt thereon or kidnapping. This extension does not apply if the event of provocation is by **You** or **You** were committing or intended to commit such act therein.

NATURAL DISASTERS

This Policy is extended to cover **Your** 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 **Your** death, **Permanent Disablement** or any other loss arising whilst participating in any indoor or outdoor sports as an amateur, subject to the General Exclusions.

HIJACKING

This Policy is extended to cover **Your** death, **Permanent Disablement** or any other loss arising from hijacking whilst travelling 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 a land transit as a fare-paying passenger, subject to the General Exclusions.

INTOXICATION

This Policy is extended to cover **Your** death, **Permanent Disablement** or any other loss as a result of intoxication by alcohol or drug 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 **Your** 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 **Your** death or **Permanent Disablement** whilst **You** are engaged in hunting provided that such hunting is undertaken by **You** as recreation for short periods and not as a professional.

BUNGEE JUMPING

This Policy is extended to cover **Your** death or **Permanent Disablement** whilst **You** were bungee jumping.

UNDER WATER ACTIVITIES

This Policy is extended to cover **Your** death or **Permanent Disablement** whilst **You** are engaged in under-water activities (up to 50 meters deep only) involving the use of breathing apparatus provided that such activities are undertaken by **You** as recreation and not as a professional. It is a condition precedent that **You** possess a scuba diving certificate from a recognised professional scuba diving body and engage in the under-water activities in compliance with **Your** certificate.

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 threat 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 **Your Certificate of Insurance** 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 **Your Certificate of Insurance** 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**.

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) **You** shall without delay obtain and act upon the advice of a **Medical Practitioner**.
- 2) All **Certification, 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 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 made 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.

Other Insurance

If 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.

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** under this Policy.

Termination of Coverage

This **Certificate of Insurance** shall lapse or terminate:

1. At midnight (standard Malaysia time) on the last day of the **Period of Insurance**;
2. When **You** attain the age of 70 years;
3. Upon cancellation of the Policy;
4. Upon **Your** death; or
5. Upon **Your** total **Permanent Disablement**.

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.