



Policy

# 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 Sompo Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://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  
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## IMPORTANT NOTICE

This is **Your Signal Family 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, 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** 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.berjaysompo.com.my](http://www.berjaysompo.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 : 1-800-889-373

Fax : 03-2170 4800

Email : [customer@bsompo.com.my](mailto: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](mailto:enquiry@ofs.org.my)

Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK

Bank Negara Malaysia

P.O.Box 10922

50929 Kuala Lumpur

Tel : 1-300-88-5465/03-2147 1717 (Overseas)

Fax : 03-2174 1515

eLINK : <https://bnmlink.bnm.gov.my/>

## 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 contract of insurance as agreed between **You** and **Us** and are issued in consideration of the payment of premium as 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 when **You** applied for this insurance. **You** should answer all questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, 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** 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 has 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** or death.

### Child/Children

**Person(s) Insured's** legal unemployed and unmarried Child aged between 30 days and 18 years (both ages inclusive) or up to 23 years if studying full time at any educational or learning institution.

### Endorsement

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

### Extreme Sports and Activities

Any activity that is or 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 (up to a maximum of 42.2km);
- 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 the Person(s) Insured 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) Any form of motor convoy, Motocross, Freestyle motocross or any forms of off-road motorcycling.

### Family

The **Person(s) Insured's** legal husband/wife at the commencement of the Policy and **Child / Children** named as **Person(s) Insured** in the **Policy Schedule**.

### 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** or the **Person(s) Insured**.

### Period of Insurance

Duration of the cover stated in the **Policy Schedule**.

**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 the **Person(s) Insured's** possession at the time of the **Snatch Theft** or attempted **Snatch Theft**.

**Person(s) Insured**

Each person named in the **Policy Schedule** who are aged between thirty (30) days to below seventy-five (75) years and a Malaysian citizen, Permanent Resident, Work Permit Holder, Employment Pass Holder, Student Pass Holder or otherwise legally employed in Malaysia.

**Policy Schedule**

A document where details of the **Person(s) Insured's** personal information, coverage type, **Period of Insurance**, benefits, premium and sum insured are specified.

**Public Conveyance**

Transport services such as a licensed bus, taxi, or other legal, licensed and scheduled ride-hailing services available to fare-paying passengers at recognized public stops/stations, and which services are not obtained on a private arrangement basis, including without limitation, transportation that are privately arranged, chartered or arranged as part of a tour, even if the services are scheduled.

**Snatch Theft**

The act of theft, with or without force and any attempt of the same, of the **Person(s) Insured's Personal Effects** where the **Person(s) Insured's Personal Effects** are snatched, or attempted to be snatched by an unknown person who is either on foot or in a motor vehicle at the time of loss.

**We/Our/Us/The Company**

Berjaya Sompo Insurance Berhad.

**You/Your/ The Insured**

Corporate body to whom the Policy has been issued in respect of the **Person(s) Insured**.

**WHAT WE WILL COVER**

**We** agree to cover the **Person(s) Insured** for death, injury and/or any loss up to the amount stated in **Schedule of Benefits** or **Endorsement** subject to the conditions, exclusions and limitations contained in this Policy.

**Schedule of Benefits**

Benefits		Sum Insured Per Individual (RM)		
		Policyholder / Parent 1	Parent 2	Each Child
<b>PERSONAL ACCIDENT</b>				
1.0	Accidental Death	50,000	30,000	25,000
2.0	Permanent Disablement	50,000	30,000	25,000
3.0	Double Indemnity on Public Conveyance	100,000	60,000	50,000
4.0	Accidental Hospital Income (per day up to a maximum of 60 days)	500 / day	300 / day	50 / day
5.0	Accidental Medical Reimbursement	Up to 2,000	Up to 1,000	Up to 500
6.0	Loan Indemnity	Up to 5,000	Up to 3,000	Not applicable
7.0	Home Nursing Care (per day up to a maximum of 7 days)	Up to 4,000	Up to 2,000	Not applicable
8.0	Lifestyle Modification Expenses	Up to 30,000	Up to 20,000	Not applicable
9.0	Funeral Expenses (due to accidental death)	5,000	3,000	1,500
<b>LIFESTYLE COVER</b>				
10.0	Online Purchase Protection	Up to 1,500		
11.0	Snatch Theft	Up to 500	Up to 400	Not applicable
<b>HOME CARE COVER</b>				
12.0	Home Care	Up to 10,000	Not applicable	Not applicable

**Benefit 1.0 – Accidental Death**

**We** will pay the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative upon the **Person Insured's** death caused solely and directly by **Accident**.

### Benefit 2.0 – Permanent Disablement

We will pay the **Person(s) Insured's** upon the **Person(s) Insured's Injury** caused solely and directly by **Accident** resulting in:

- a) Permanent and total inability to engage in any lawful occupation; or
- b) Total and permanent loss of sight in one or both eyes; or
- c) Total loss by physical severance or total and permanent loss of use of one or both limbs.

When the **Person(s) Insured's Injury** is not specified by the **Medical Practitioner**. We shall adopt a percentage of disablement in consultation with an independent **Medical Practitioner**.

Benefit	Scale of Compensation	Principal Sum Insured (%)
1.0	<b>Accidental Death</b>	100
2.0	<b>Permanent and Total Inability to engage in any lawful occupation</b>	100
	<b>Loss of sight of one or both eyes and/or Loss of one or more limbs</b> a) Loss of sight shall mean total and irrecoverable loss of sight. b) Loss of limb shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.	100

The maximum amount payable for Benefit 1.0 and Benefit 2.0 for death or one or more **Injury** shall not exceed 100%.

### Benefit 3.0 - Double Indemnity on Public Conveyance

We will pay double the original Principal Sum Insured to the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative for the **Person(s) Insured's** death or to the **Person(s) Insured** due to **Injury** resulting in total paralysis or loss of use of both limbs if the **Accident** occurs whilst the **Person(s) Insured** is travelling as a fare-paying passenger in any **Public Conveyance**. If this Benefit 3.0 is payable in respect of any Accidental Death or Permanent Disablement, Benefit 1.0 and Benefit 2.0 will not be available.

### Benefit 4.0 - Accidental Hospital Income

We will pay the **Person(s) Insured** the amount stated in the **Schedule of Benefits** for each completed twenty-four (24) hours a **Person(s) Insured** is hospitalised for treatment as a result of an **Accident**, up to a maximum of sixty (60) days in any one **Period of Insurance**, provided that such hospitalisation occurs within 14 days of the **Accident**.

### Benefit 5.0 – Accidental Medical Reimbursement

We will reimburse the **Person(s) Insured** for the necessary and reasonable fees, charges or expenses incurred for medical or surgical treatment by a **Medical Practitioner** provided that the first expense is incurred within 14 days from the date of **Accident**.

### Benefit 6.0 – Loan Indemnity

We will contribute to the **Person(s) Insured's** outstanding credit card balances for the month at the date of the **Person(s) Insured's Accident** subject to the limit stated in the **Schedule of Benefits** in the event of the **Person(s) Insured's** death or total paralysis. If multiple **Accidents** occur, the amount payable will be the said outstanding balance as at the time of the **Person(s) Insured's** first **Accident**. This benefit is payable if Benefit 1.0 (Accidental Death or total paralysis) in respect of the **Person(s) Insured** is approved and payable.

### Benefit 7.0 – Home Nursing Care

We will reimburse the **Person(s) Insured** the actual charges incurred per day up to the limit stated in the **Schedule of Benefits** for any nursing care services by a registered nurse in the event of the **Person(s) Insured** total paralysis and confinement to a hospital bed as a result of an **Accident**, provided that:

- 1) the **Person(s) Insured** is under the direct care of a **Medical Practitioner**;
- 2) The plan of treatment for the home nursing care is established and certified by the attending **Medical Practitioner**;
- 3) the **Person(s) Insured** has been hospitalised for at least 3 days; and
- 4) The nursing care service is engaged within 7 days from the date of the **Person(s) Insured's** discharge from the hospital.

No payment will be made for the **Person(s) Insured's** nursing care meal, general housekeeping services, companionship or personal comfort items.

### Benefit 8.0 – Lifestyle Modification Expenses

We will reimburse up to a maximum amount stated in the event **You** suffer Permanent Disablement due to an **Accident**, for the cost of purchasing medical equipment or necessary accessibility modification at **Your Home** for **Your** mobility, provided such medical equipment and/or modification is recommended by the attending **Medical Practitioner**.

**Home** means the **Person(s) Insured's** usual place of residence in Malaysia.

### Benefit 9.0 – Funeral Expenses

We will reimburse the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal personal representative up to limit stated in the event of the **Person(s) Insured's** death as a result of **Accident** and provided **Benefit 1.0** is payable.

### **Benefit 10.0 – Online Purchase Protection**

**We** will compensate the **Person(s) Insured** for the financial loss incurred from unauthorised transaction of the **Person(s) Insured's** online purchase(s) following the loss or theft of the **Person(s) Insured's Smart Device(s)** due to **Snatch Theft** provided that it occurs within 24 hours of the **Snatch Theft** and provided **Benefit 9** is payable.

**Smart Device(s)** means electronic device(s), such as smart phone, tablet, iPad, PDA, notebook computers or laptops and other similar items.

**We** will not pay for loss due to:

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

### **Benefit 11.0 – Snatch Theft**

**We** will compensate the **Person(s) Insured** for the loss of or damage to the **Person(s) Insured's Personal Effects** due to **Snatch Theft** or **Attempted Snatch Theft** provided that a police report is made within 24 hours of the **Snatch Theft** or **Attempted Snatch Theft** and the original receipt is submitted to **Us**, failing which, compensation will be based on **Our** assessment of the available evidence.

**We** will not pay for loss due to:

- a) pick-pocketing;
- b) dishonest or criminal acts committed by the **Person(s) Insured, Person(s) Insured's** immediate family member or persons known to the **Person(s) Insured**;
- 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) the **Person(s) Insured's** intentional or malicious acts of gross negligence or carelessness; and
- f) Aesthetic or other damage to the appearance of the **Person(s) Insured's Personal Effects** not resulting in loss of its function.

### **Benefit 12.0 – Home Care**

**We** will compensate the **Person(s) Insured** (by payment, reinstatement or repair, at **Our** option) against physical loss or damage to the **Person(s) Insured's Home Contents** in the **Person(s) Insured's** permanent residence in Malaysia which was left vacant whilst the **Person(s) Insured** is overseas for more than 3 consecutive days, caused by fire and/or **Burglary**. In the event of loss or damage to any property insured forming part of a pair or set, **Our** liability shall not exceed a proportionate part of the value of the pair or set. **We** shall not be liable for more than RM 500 in respect of any one article or pair or set of articles.

**Burglary** means the commission of theft accompanied by an actual forcible and violent entry or exit from any building at the premises or any attempt thereat.

**Home Contents** shall refer to in the context of the **Person(s) Insured's** permanent residence in Malaysia, mean the household furniture and furnishing, clothing, household appliances and valuables belonging to the **Person(s) Insured** or to members of the **Person(s) Insured's** family or domestic servants permanently residing with the **Person(s) Insured** and fixtures and fittings the **Person(s) Insured** owns (or for which the **Person(s) Insured** is responsible) not being landlord's fixtures and fittings excluding deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash or currency notes.

**We** will not pay for loss due to:

- (a) any loss or damage arose directly or indirectly from, in respect of, or due to the **Person(s) Insured** wilful act and/or with the **Insured Person's** connivance; or
- (b) the loss or damage is recoverable from any other insurance taken to cover the **Person(s) Insured's Home Contents**.

### **PROVISOS (APPLICABLE TO ALL BENEFITS)**

- 1) Compensation in respect of the Benefits shall be payable only when the claim has been proven to **Our** satisfaction based on the advice of an independent **Medical Practitioner**, where applicable.
- 2) Benefit 1.0 or Benefit 2.0 cannot be paid in aggregate under this Policy.
- 3) In the absence of an **Endorsement**, the total claim payable for Benefits 1.0, 2.0 and / or 3.0 shall be limited to a maximum sum of RM3,000,000.00 when all the **Person(s) Insured** traveling in the same vehicle. If the total Sum Insured exceeds RM3,000,000.00, the claims for each **Person(s) Insured** shall be payable in proportion.
- 4) Where losses smaller than 100% in respect of Benefit 2.0 becomes payable, the coverage under Benefit 1.0 and 2.0 shall be reduced by that amount from the date of Accident until the expiration of the Policy.
- 5) **Person(s) Insured** are restricted to Benefit 1.0 or 2.0 should the **Person(s) Insured** reside or travel overseas for more than ninety (90) consecutive days.

## GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)

This Policy does not cover/pay for claims:

- 1) Directly or indirectly caused by or resulting from:
  - a) **Person(s) Insured's** pre-existing medical condition or mental defect;
  - b) Food poisoning, dengue fever, malaria or Japanese Encephalitis (JE);
  - c) **Person(s) Insured's** 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;
  - d) Bacterial or viral infections due to any disease or sickness, medical or surgical treatment (except as covered under this Policy);
  - e) **Person(s) Insured** being under the effect or influence of alcohol or drugs, unless it is taken in accordance with an authorised medical prescription;
  - f) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and HIV related diseases or any sexually transmitted diseases and/or mutant derivatives or variations however caused;
  - g) **Person(s) Insured's** pregnancy, child birth (including surgical delivery), abortion, miscarriage and its related complications except miscarriage as a result of an **Accident**;
  - h) **Person(s) Insured's** mental illness, psychosis, depression, stress, anxiety or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations); or
  - i) Any of the **Person(s) Insured's Injury** which shall result in hernia.
- 2) Due to the **Person(s) Insured's** death or Permanent Disablement:
  - a) while riding or pillion riding on a two-wheeled motor vehicle as a sport and/ or if the **Person Insured** does not wear an approved crash helmet and/ or does not possess a valid driving license; or
  - a) 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:
  - a) The **Person(s) Insured** engaging in sports or games in a professional capacity or where the **Person(s) Insured** would earn income or remuneration, sponsorships, donations or any other form of financial rewards; or
  - b) The Person(s) 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, chartered flights, public scheduled commercial flight or commercial heliports;
  - c) The **Person(s) Insured's** participation in any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, 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; 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 authority;
  - 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) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component; or
  - j) The **Person(s) Insured's** contravention of any Laws of Malaysia.
- 5) Arising directly or indirectly from, in respect of, or caused by any injury arising from the following occupations or whilst performing these occupational activities:
  - a) Jockey
  - b) Fireman
  - c) Policeman / Traffic Police
  - d) Shipyard Worker / Stevedores
  - e) Professional Sportsman
  - f) Air crew
  - g) Mining / Quarry workers
  - h) Persons involved in blasting / explosive activities
  - i) Naval, Military or Airforce services or operations
  - j) Ship crew and divers
  - k) Offshore / Oil Rig workers
  - l) Sawyer, timber logging workers, drivers / attendants or attendants of timber lorries and winches
  - m) Persons involved in works above the height of 30 feet



n) Armed personnel

## WARRANTIES / CLAUSES / EXTENSIONS

### 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.
- 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

No refund of premiums once the Policy is issued.

## 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) The **Person(s) Insured** shall without delay obtain and act upon the advice of a **Medical Practitioner**.
- 2) All Certificate, Information and Evidence shall be furnished to **Us**.
- 3) **We** shall not be liable for any death, loss or disablement if the claim is not reported to **Us** within 30 days after the **Accident**.

**You**, the **Person(s) Insured**, the **Person(s) Insured's** next-of-kin or the **Person(s) Insured's** legal representative may email the documents to **Us** at [customer@bsompo.com.my](mailto: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 process 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** or the **Person(s) Insured**;
- 3) If this Policy 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** or the **Person(s) Insured**.

### Certification, Information and Evidence

Any document (certificates, information, medical reports and evidence as required by **Us** which shall be furnished at **Your** or the **Person(s) Insured's** expense or the expenses of **Person(s) Insured's** next-of-kin or the expenses of **Person's Insured's** legal personal representatives, and in such form that **We** may require.

### Condition Precedent

The payment of claims under this Policy is subject to the **Person(s) Insured's** and/or **The Insured's** observance of the stated terms and conditions.

### Governing Law

This Policy shall be governed by and interpreted in accordance with Malaysian law.

### 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 and the receipt by **You** or the **Person(s) Insured** or the **Person(s) Insured's** next-of-kin or the **Person's Insured's** legal personal representatives alone shall be an effective discharge of all **Our** obligations and liabilities under this Policy.

**Currency**

All Premiums shall be paid in the Malaysian Ringgit. In the event the **Person(s) Insured** is admitted to a hospital and/or receive medical treatment outside Malaysia and the bills are rendered in a currency other than the Malaysian Ringgit, reimbursement shall be done in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date the **Person(s) Insured** is discharged from hospital or received treatment.

**Termination of Coverage**

The coverage for the **Person(s) Insured** shall terminate:

1. At midnight (standard Malaysia time) on the last day of the **Period of Insurance**;
2. Upon cancellation of the Policy;
3. Upon cancellation in respect of cover for **Person(s) Insured** by way of **Endorsement**;
4. Upon the **Person(s) Insured**'s death.
5. Upon 100% of the Benefit 2.0 limit is claimed.

**Right of Recovery**

In the event that **We** or **Our** authorised service providers have authorised payment to be made to **You** or the **Person(s) Insured** which is not liable by **Us**, **We** or **Our** authorised service providers reserve the right to recover the full sum paid to **You** and/or the **Person(s) Insured**.

**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.