





Customer Care Centre

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Stamp Duty Paid

FOREIGN WORKERS COMPENSATION SCHEME POLICY

WHEREAS the Insured by an application and declaration which are duty incorporated herein has applied to **AmGeneral Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

NOW THIS POLICY WITNESSETH: that in respect of events occurring during the Period of Insurance and subject to the terms limitations exceptions and conditions contained herein or endorsed hereon hereinafter collectively referred to as "the Terms of this Policy", the Company will indemnify the Insured as per the Terms stated in the various Sections of the Policy.

SECTION 1 - WORKMEN'S COMPENSATION INSURANCE

If at any time during the Period of Insurance any foreign workers employed by the Insured as stated in the Schedule shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured and if the Insured shall be liable to pay compensation for such injury under the Law(s) set out in the Policy then subject to the Terms of this Policy contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remain unaltered.

LAW(S)

As amended up to the date of commencement of this Policy.

WORKMEN'S COMPENSATION ACT 1952

WORKMEN'S COMPENSATION (AMENDMENT) ACT 1956

WORKMEN'S COMPENSATION (AMENDMENT) ACT 1976

MODIFICATION OF LAWS (WORKMEN'S COMPENSATION) (EXTENSION AND MODIFICATION) ORDER 1981

WORKMEN'S COMPENSATION (AMENDMENT) ACT 1996

WORKMEN'S COMPENSATION (Foreign Workers Compensation Scheme) (Insurance) Order 1998

WORKMEN'S COMPENSATION (Foreign Workers Compensation Scheme) (Insurance) (Amendment) (No. 2) Order 2002

and any subsequent amendments to the said Act, Enactment and any subsidiary legislations made thereunder and made effective prior to the date of issue of the Policy.

SPECIAL CONDITION TO SECTION 1

In the event of death of the Insured Person resulting from personal injury by accident in the course of employment, the Company shall pay an extra sum of RM7,000.00.

EXCEPTIONS TO SECTION 1

The Company shall not be liable under this Section in respect of:

- (a) the Insured's liability to employees and or workers of contractors engaged by the Insured.
- (b) any employee who is not a "workman" within the meaning of the Law(s).

COMMON LAW LIABILITY EXCLUSION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the indemnity granted by this Section does not include Common Law Liability.

SECTION 2 - REPATRIATION EXPENSES

The Company will subject to the conditions and exceptions of this Policy indemnify the Insured for the repatriation expenses (defined below) incurred:

- (a) if during the Period of Insurance, the Insured Person dies or suffers permanent total disablement;
- (b) if the Insured Person dies or suffers permanent total disablement within twelve months of the accident or sickness occurring during the Period of Insurance.

DEFINITION TO SECTION 2

The repatriation expenses shall be the actual expenses incurred or RM4,800 whichever is the lesser, for the transportation of the Insured Person to his/her country of origin.

SECTION 3 - PERSONAL ACCIDENT INSURANCE (Off-Work Hours)

The Company shall, subject to the Terms of this Section, pay to the Insured Person or his legal representative, in respect of personal injury sustained in an accident which occurs during the Period of Insurance and outside the working hours of the Insured Person:

- (a) a sum of RM23,000 in the event of death or permanent total disablement occurring within 12 months of the accident; and/or
- (b) a sum of money based on the capital sum of RM23,000 calculated in accordance with the First Schedule of the Workmen's Compensation (Amendment) Act 1996 in respect of Permanent Partial Disablement; and/or
- (c) a sum of money calculated in accordance with Section 8(e) of the Workmen's Compensation Act 1952 in respect of Temporary Disablement; and/or
- (d) Medical Expenses in accordance to the provisions of the Workmen's Compensation Act 1952.

Territorial Limit: Malaysia

SPECIAL PROVISIONS TO SECTION 3

1. "Loss" of a limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
2. The total sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
3. The maximum benefit payable under (a) and (b) above shall be RM23,000.

SPECIAL CONDITIONS TO SECTION 3

1. This insurance shall not apply to an Insured Person who has attained the age of 65 years.
2. Notice in writing must be given to the Company of any accident to an Insured Person which may give rise to a claim under this Section within ten (10) days of the accident.

All reports certificates and information required by the Company shall be furnished by the Insured. The Insured Person shall from time to time submit himself to medical examination at the expense of the Company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expense.

3. For the purpose of this Scheme, General Condition 6 (Other Insurances) shall not apply to (a), (b) and (c) under this Section.
4. This Section is not assignable and payment of any Benefit under this Section shall only be made to the Insured Person or his/her beneficiary/estate and whose receipt shall be a discharge to the Company.

EXCEPTIONS TO SECTION 3

1. No payment will be made under this Section for bodily injury consequent upon
 - (a) any unlawful act of the Insured Person or wilful exposure to danger (other than in an attempt to save human life), suicide or attempted suicide or intentional self-injury;
 - (b) the effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease, insanity, or AIDS;
 - (c) pregnancy or childbirth, miscarriage or abortion;
 - (d) rock climbing, mountaineering (which requires the use of ropes or guides), under water diving, parachuting, polo, steeplechasing, big game hunting, hunting or racing of any kind other than on foot;
 - (e) flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers;
 - (f) riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing;
 - (g) works carried out in relation to the Insured Person's employment with the Insured.

GENERAL EXCEPTIONS

The Company will not indemnify the Insured and/or the Insured Person against:

1. any actions for compensations brought in the Courts of Law of any territory outside Malaysia.
2. loss, damage, injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
 - (b) any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by forces of any de jure or de facto Government or to influencing of it by terrorism or violence.
3. any loss, damage, injury or liability directly or indirectly caused by or arising from or in consequence of or contributed to by
 - (a) ionising, radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission;
 - (b) nuclear weapons material.
4. any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism.

For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

GENERAL CONDITIONS

1. **DEFINITION**
Period of Insurance shall mean the period specified in the Schedule and during which the Insured Person is in immediate employment of the Insured BUT EXCLUDING the period when the Insured Person returns to his/her home country. Cover ceases from the time the Insured Person leaves Malaysia resumes upon his return to Malaysia.
2. **INTERPRETATION**
This Policy and the Schedule shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
3. **OBSERVANCE**
The Insured/Insured Person shall ensure the due compliance and observance of all terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured/Insured Person and which affects the liability of the Company to make payment under this Policy.
4. **PRECAUTION**
The Insured and the Insured Person shall comply with all statutory obligations.
5. **CLAIMS PROCEDURE**
 - (a) On the happening of any accident which may give rise to a claim under this Policy the Insured shall
 - (i) report the accident immediately to the Labour Department as provided under Section 13 (1) and (2) of the Workmen's Compensation Act 1952.
 - (ii) give notice in writing within ten (10) days of accident to the Company stating the circumstances of the accident and the nature of injury.
 - (b) Compensation payable as assessed by the Commissioner in accordance with the Act shall be paid within seven (7) days of receipt by the Company of such assessment.

6. **OTHER INSURANCES**

If at the time of any loss, damage or liability hereby insured there be any other subsisting insurance or insurances wheter effected by the Insured or by any other person or persons covering such loss, damagae or liability the Company shal not be liable tp pay or contribute more than its rateable proportion of such loss damage or liability.

IMPORTANT NOTICE

1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.

2. Insured who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:-

(a) Complaints Management Unit
AmGeneral Insurance Berhad
Menara Shell
No. 211, Jalan Tun Sambanthan
50470 Kuala Lumpur
PO Box 11228, GPO Kuala Lumpur
50740 W.P. Kuala Lumpur, Malaysia
Tel : +603-2268 3333
Fax : +603-2268 2222

(b) Ombudsman for Financial Services (OFS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.
Tel : +603-2272 2811
Fax : +603-2272 1577

(c) Laman Informasi Nasihat dan Khidmat (LINK)
Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti Surat 10922
50929 Kuala Lumpur
Tel : 1300 88 5465
Fax : +603-2174 1515