

FOREIGN WORKER COMPENSATION SCHEME POLICY

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and the Company. In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

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 of 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 remained 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) (Amendment) (No 2) Order 2002

WORKMEN'S COMPENSATION (Foreign Workers' Compensation Scheme) (Insurance) Order 2005

And any subsequent amendments to the said Act and Enactments made effective prior to the date of issue of the Policy.

SPECIAL CONDITION TO SECTION 1

In the event of death of the Insured Workmen resulting from personal injury by accident in the course of employment, the Company shall pay an extra sum of RM 7,000.00

EXCEPTIONS TO SECTION 1

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

- (a) the Insured's liability to employees of contractors to 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 Terms of this Section 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 month 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 personal 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 RM23,000.00

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

EXCEPTIONS TO SECTION 3

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), skin diving, parachuting, polo steeplechasing, big game hunting or hunting other than on foot, 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 compensation 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) Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

It is agreed that, regardless of any contributory cause(s), this Policy does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion, 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 organization(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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

GENERAL CONDITIONS

(1) STATEMENT PURSUANT TO SCHEDULE 9 OF THE FINANCIAL SERVICES ACT 2013

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured had a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

(2) 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 and resumes upon his return to Malaysia.

(3) INTERPRETATION

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning where ever it may appear.

(4) OBSERVANCE

The liability of the Company shall be conditional on the observance by the Insured and the Insured Person of the Terms of this Policy

(5) PRECAUTION

The Insured and the Insured Person shall comply with all statutory obligations.

(6) 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(I) & (2) of the Workmen's Compensation Act 1952.

- (ii) give notice in writing within 10days of the 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 7 days of receipt by the Company of such assessment.

(7) OTHER INSURANCES

If at the time of any loss damage or liability hereby Insured there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.

IMPORTANT NOTICE

PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the insurer, the payment shall be deemed to be received by the insurer for the purpose of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to received such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

NOTICE TO POLICYHOLDER

Please examine the insurance Policy to ensure that it meets your requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If you have any complaints or grievances pertaining to your policy, please contact your agent, if any or get in touch with our issuing office.

We assure you that your complaints will be attended to promptly.

As a responsible insurer, we wish to bring your attention that you could also address your dissatisfaction to Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia Customer Service Bureau (CSB) as listed below.

HOW TO LODGE A COMPLAINT

If **You** are unhappy with any aspect of **Our** service, **We** would like to hear from **You**. **You** can make **Your** complaint in whatever form is most convenient to **You** either via a phone call to **Our** receptionist or alternatively, by writing, faxing or e-mailing **Your** complaint to:

Complaints Handling Unit

RHB Insurance Berhad
 Level 12B, West Wing, The Icon
 No 1, Jalan 1/68F, Jalan Tun Razak,
 55000 Kuala Lumpur

Tel: 1300-220-007

Fax: 03-2163 7277

E-mail : complaints_unit@rhbinsurance.com.my

We will seek to respond to **Your** complaint within fourteen (14) days. If **We** cannot resolve the matter within the aforesaid time frame when a matter is complex, **You** will be informed of the progress made with **Your** complaint.

It will help **Us** to respond promptly if **You** give the following details:

1. **Your** name, address and contact no.
2. Cover note no. / Policy no. / Claim no.

If after taking these steps, **You** are still dissatisfied, **You** may write to:

The Complaints Management Unit

Ombudsman for Financial Services (OFS)

Level 14, Main Block

Menara Takaful Malaysia

No. 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

If the Mediator makes an award against **Us**, **You** are required to inform the Mediator of **Your** decision to accept or deny the award within fourteen (14) days.

If **You** do not accept the award, **You** may reject the decision of the Mediator. **You** are free to institute a court proceeding against **Us** or refer it to Arbitration.

Alternatively **You** may put forward **Your** dissatisfaction over the conduct of **Us** by writing to Bank Negara Malaysia giving details of **Your** complaint and particulars of **Your** policy to:

BNMTELELINK

Corporate Communications Department

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel: 1300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail : bnmtelelink@bnm.gov.my

Website : www.insuranceinfo.com.my

HEAD OFFICE / IBU PEJABAT	CUSTOMER RELATIONSHIP CENTRE / KAUNTER KHIDMAT PELANGGAN	CALL CENTRE / PUSAT PANGGILAN
Level 12, West Wing, The Icon, No.1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur Tel : 03 - 2180 3000 Fax : 03 - 9281 2729 Website : www.rhbgroup.com/insurance	Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel : 1300-220-007 Fax : 03 – 2163 7277 Email : rhbi.general@rhbgroup.com	Claims Inquiries : 03 - 2180 3030