



STAMP DUTY
PAID

Workmen's Compensation Policy

Whereas the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Insurance Berhad (9557T)** (hereinafter referred to as "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this policy witnesses that if at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the Law(s) set below or at Common Law then subject to the terms, provisos, exclusions and conditions 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.

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

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

Common Law(s):

Non-statutory and statutory law other than Workmen's Compensation Legislation relating to payment to such compensation as a Court may award to employees proving injury by negligence of the employer; and the expression "Common Law" is deemed to include the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore, and Brunei Darussalam.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy 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.

In respect of any claim at Common Law, the liability of the Company for all compensation payable to any claimant or any number of claimants in respect of or arising out of anyone occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause does not exceed the limit of indemnity specified in the Schedule for any one occurrence, and in respect of all personal injury by accident or disease sustained as a result of all occurrences happening during any one period of insurance does not exceed the limit of indemnity specified in the Schedule for any one period of insurance.

Exclusions

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

- (a) any injury by accident or disease directly attributable to :
 - i) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
 - ii) mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - iii) 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.
- (b) the Insured's liability to employees of contractors to the Insured
- (c) any employee who is not a "workman" within the meaning of the Law(s)
- (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - ii) nuclear weapons material
- (g) any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Conditions

1. 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 specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company. No change in this policy shall be valid unless approved by an authorised representative of the Company and such approval be endorsed herein.

3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence, which may give, rise to a claim under this Policy the Insured shall give written notice to the Company as soon as possible or not later than fifteen (15) days from the date of occurrence and in any case within six (6) weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. If at the time any claim arises under this Policy there be any other insurance and/or takaful covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith
7. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
8. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
9. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
10. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Clauses

The following clauses, endorsements and warranties are applicable to this policy:

1. 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 Company 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 Company shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company 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 authorised to receive such premium shall lie on the Company.

Subject otherwise to the term and conditions of this Policy.

2. Jurisdiction Clause

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

Subject otherwise to the terms, exceptions and conditions of the Policy.

3. Common Law Liability Clause

It is hereby declared and agreed that this Policy cover Common Law up to limit as stated in the Schedule in respect of anyone claim or series of claims arising out of one event.

The following clauses, endorsements and warranties are applicable to this policy if specified in the schedule:

1. Employee to Employee Clause

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

Provided that the employee claiming to be indemnified shall as though he was the Insured observe, fulfill and be subject to the Terms of the Policy in so far as they can apply.

2. Temporary Visits Overseas Clause

Notwithstanding anything in the within Policy contained to the contrary, this Policy extends to cover legal liability of the Insured as within defined in respect of travel out of the territorial limits anywhere in the world by Employees and/or Directors of the Insured.

Subject otherwise to the terms, exclusions and conditions of the Policy.

3. Work Away Risks Endorsement

It is hereby declared and agreed that this Policy is extended to indemnify the Insured's employees whilst engaged in the Insured's business anywhere in Malaysia.

Provided always that the liability of the Company under this extension shall not exceed the limits of liability granted under this Policy.

Subject otherwise to the terms, exclusions and conditions of the Policy.

4. Loss Notification Clause

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy but limited to thirty (30) days from the date of accident.

Subject otherwise to the terms, exclusions and conditions of the Policy.

5. Coinsurance and Leader Clause

It is hereby declared and agreed that notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following companies each of which agrees for the proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss and damage in the circumstances provided for by this policy indemnify the Insured in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead Coinsurer, is authorised to sign the Policy/Endorsement/Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

6. Endorsement 'A' & 'B'

Endorsement A

It is hereby understood and agreed that in the event of any workmen employed by the within Insured's Contractor as referred to in Endorsement "B" hereon or any dependent of such workmen, bringing or making a claim under the Workmen's Compensation Legislation in force in Malaysia against any officer of the Employer for personal injury or death or disease sustained whilst at the work on any Contract covered by the terms and conditions of the within Policy which the Insured may be carrying out for the said officer or Employer, the Company will indemnify the said Officer or Employer against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement.

Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation.

Endorsement B

It is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupation in respect of which the within Policy is granted but only so far as regards claims under the Workmen's Compensation Legislation in force in Malaysia.

Subject otherwise to the terms, exceptions and conditions of this Policy.

7. Endorsement W.76

In consideration of premium being paid on the total earnings of the employees not being workmen within the meaning of the: -

- Workmen's Compensation Act 1952
- Workmen's Compensation (Amendment) Act 1956
- Workmen's Compensation (Amendment) Act 1976
- Modification of Law (Workmen's Compensation) (Extension and Modification) Order 1981
- Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Insured has set forth in the said schedule raised the defense that such employee is not a workman within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Policy.

8. Endorsement W.77

In consideration of premium being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the

- 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

it is hereby agreed that the within Policy is extended to indemnify the Insured in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of the within Policy.

9. Endorsement W.194

In consideration of premium being paid on the total payment to Contractors who contract to provide labor only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Insured in connection with the work in respect of which this is granted, the Company will not raise the defense that there is no contract of service between the Insured and such Contractors or workmen engaged by such Contractors.

10. Endorsement W.197

In consideration of premium being paid on total payments made to Contractor the Company agrees that the defense will not be raised to a claim to compensation under the Workmen's Compensation Laws mentioned in the within policy and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workman within the meaning of the said Workmen's Compensation Laws.

Provided always that such compensation shall only be payable where the Contractor or his dependants, as the case may be, agreed to accept it in full satisfaction and discharge of all claims against the Insured.

11. Endorsement W.230

It is hereby understood and agreed that this Policy is extended to indemnify any Principal (hereinafter called the Principal) against liability * under the Law(s) or at Common Law in like manner to the Insured but only so far as concerns the liability of the Principal to employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal.

Provided always that

- (1) the Company shall not be liable * at Common Law in respect of any injury by accident or disease due to or resulting from any act default or neglect of the Principal his servants or agents.
- (2) the Principal shall as though he were the Insured observe fulfill and be subject to the terms exceptions and conditions of this Policy insofar as they can apply.
- (3) The Company shall have full conduct and control of all claims in respect of which indemnify is granted by this Endorsement.

Subject otherwise to the terms, exceptions and conditions of this Policy.

12. Endorsement W.231

Notwithstanding anything stated to the contrary in this policy, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period of insurance, the liability of the Company in respect of any claim under this policy shall be proportionately reduced and the Insured shall be considered as his own insurer for the difference."

13. Endorsement W60A (Amended)

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted, but only as regards claims under:

- 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

Including any subsequent amendments to the said Act and Enactments made effective prior to the date of this endorsement.

14. Inclusion of SOCSO Workers

It is hereby agreed and noted that the insurance provided by this policy shall not be construed by the Insured as an exemption to comply with any statutory obligation, including registration of employees with the Social Security Scheme (SOCSO), where applicable Employee contribution to SOCSO.

It is hereby declared and agreed that in consideration of an additional premium being paid the insurance of this policy shall extend to cover employees who are contributing to SOCSO employment injury scheme.

It is further declared and agreed that in the event of any claim for employment injury, the quantum of compensation payable shall be as provided under the Workmen's Compensation Ordinance without the need for labour assessment report from the Government Labour Office.

Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

Procedure for Complaint to OFS

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etiqa General Insurance Berhad to a dispute, or Etiqa General Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer
Ombudsman for Financial Services
(Formerly known as Financial Mediation Bureau)
Level 14, Main Block, Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Insurance Berhad or visit the OFS website at www.ofs.org.my

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Etiqa General Insurance Berhad should they be dissatisfied with the outcome by the OFS.

Procedure for Complaint to CSB

Any Insured Person or Claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Insured Person or the Claimant and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmtelelink@bnm.gov.my

Our Commitment to High Standard of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Customer Service

Level 4, Tower C, Dataran Maybank

No. 1, Jalan Maarof

59000 Kuala Lumpur, Malaysia

Telephone Number: 1300 13 8888 or +603 2780 4500

Facsimile Number: 03 2785 3093 E-mail: cmu@etiqa.com.my