



# QBE FOREIGN WORKERS' COMPENSATION SCHEME Cover Insurance POLICY

**QBE INSURANCE (MALAYSIA) BERHAD** welcomes you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

"WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY."

The benefit(s) payable under eligible certificate/policy/product is(are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact QBE Insurance (Malaysia) Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

# QBE FOREIGN WORKERS' COMPENSATION SCHEME COVER INSURANCE POLICY

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## A. THE COVER

### Preamble

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 **QBE Insurance (Malaysia) Berhad** (hereinafter called "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.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the Period of Insurance stated in the Schedule hereto or during any further Period for which the Company may accept payment for renewal of this Policy 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 this 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 below and/or 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) Applicable

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 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 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.

For the purpose of this Policy, Repatriation Expenses shall be defined as the expenses incurred for the transportation of the Insured Person to his/her country of origin. The cover granted under this section indemnifies the Insured for the actual repatriation expenses incurred up to a maximum limit of RM4.800.

### **Section 3 - Personal Accident Insurance**

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:-

- i. a sum of RM23.000 in the event of death or permanent total disablement occurring within 12 months of the accident; and/or
- ii. 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
- iii. 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
- iv. 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.

The maximum benefit payable under (i) and (ii) 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.

3. For the purpose of this Policy, General Condition 6 (Other Insurance) shall not apply to (i), (ii) & (iii) 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 beneficiary/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, steeple-chasing, 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.

## **B. 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. Notwithstanding any provision to the contrary within this insurance or any endorsement hereto 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.

For the purpose of this endorsement 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 governments), 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 allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by his 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.

## C. GENERAL CONDITIONS

### **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.

### **Duty of Disclosure**

Where the Insured has applied for this Insurance wholly for purposes related to the Insured’s trade, business or profession, the Insured has 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 the 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.

### **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.

### **Statutory Obligations**

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

### **Claims Procedure**

On the happening of any accident which may give rise to a claim under this Policy the Insured shall

- (a) report the accident immediately to the Labour Department as provided under Section 13 (1) & (2) of the Workmen’s Compensation Act 1952.
- (b) give notice in writing within 10 days of the accident to the Company stating the circumstances of the accident and the nature of injury.

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.

### **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.

### **Premium Warranty**

It is a 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 authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes 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 Insurer.

### **Sanction Limitation Exclusion Clause**

The (re)insurer shall not provide cover nor 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 the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions, Australian autonomous sanctions, or the trade or economic sanctions, laws or regulations of any country.

## **IMPORTANT NOTICE:**

1. **You** need to read this **Policy** carefully, and if any error or incorrect description is found herein, or if the cover is not in accordance with your wishes, you should inform the **Company** immediately and return this **Policy** to the **Company** for alteration.
2. If you are not satisfied with the course of action taken by the **Company** or decision made by the **Company**, you may seek recourse through the **Company's** Complaints Management Unit and alternatively, may seek redress or assistance from the Financial Markets Ombudsman Service or approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:

### **A) COMPLAINTS MANAGEMENT UNIT**

#### **QBE INSURANCE (MALAYSIA) BERHAD**

No. 638, Level 6, Block B1, Pusat Dagang Setia Jaya,  
(Leisure Commerce Square),  
No. 9, Jalan PJS 8/9, 46150 Petaling Jaya, Selangor  
Tel: +603-7861 8400  
Fax: +603-7873 7430

### **B) FINANCIAL MARKETS**

#### **OMBUDSMAN SERVICE**

Company No: 200401025885  
(formerly known as Ombudsman for Financial Services)  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: +603-2272 2811

### **C) LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)**

Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti Surat 10922  
50929 Kuala Lumpur  
Tel : 1-300-88-5465  
Fax : +603-2174 1515

## CONTACT DETAILS

### **QBE Insurance (Malaysia) Berhad**

Reg. No.: 198701002415 (161086-D) Part of QBE Insurance Group  
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

No. 638, Level 6, Block B1, Leisure Commerce Square,  
No. 9, Jalan PJS 8/9, 46150 Petaling Jaya,  
Postal Address P.O. Box 10637, 50720 Kuala Lumpur, MALAYSIA.  
Phone: +603-7861 8400 Fax: +603-7873 7430  
SST Reg No: B16-1808-31042744  
[www.qbe.com/my](http://www.qbe.com/my)

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