



Liberty
Insurance®

Workmen's Compensation Policy Terms & Conditions

Liberty General Insurance Berhad 197801007153 (44191-P)

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(Service Tax Registration No.: B16-1808-31015443)

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 the **LIBERTY GENERAL INSURANCE BERHAD** (hereinafter called "The Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if 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 out in the Schedule or at Common Law then subject to the terms exceptions 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.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor 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 remaining unaltered.

LAW(S): AS AMENDED UP TO THE DATE OF THE COMMENCEMENT OF THIS POLICY

Workmen's Compensation (Ordinance 1952) (Federation of Malaya) Workmen's Compensation (Amendment) Ordinance 1956 (Federal of Malaya) Workmen's Compensation Ordinance 1956 (Colony of Sarawak)
Workmen's Compensation Ordinance 1955 (Colony of North Borneo)
Workmen's Compensation (Amendment) Ordinance 1967 (Colony of North Borneo)
Workmen's Compensation Enactment 1957 (State of Brunei) 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)
And any subsequent amendments to the said Act and Enactments made effective prior to the date of issue of the Policy.

EXCEPTIONS

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

- (a) Any losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- War, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, 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.
- Losses, damages, costs, or expenses 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 the above are also excluded.
- If the Company allege 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (b) The Insured's liability to employees of contractors to the Insured
- (c) Any employee who is not a "workmen" within the meaning of the Law(s)
- (d) Any liability of the Insured's 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) nuclear weapons material
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self sustaining process of nuclear fission.

CONDITIONS

1. This policy and the Schedule shall be read together as one contract any word or expression to which a specified 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.

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 within fourteen days give notice thereof to the Company with full particulars. Every claim writ summons, and process shall be notified or forwarded to the Company within fourteen days on receipt. Notice shall also be given to the Company within fourteen days 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 its name the defence or settlement of any claim or to prosecute in its 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. 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.
7. The Company may cancel this Policy by sending fourteen days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.
8. All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. The due observance and fulfilment of the terms conditions and endorsements of this Policy so far as 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 proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

N.B. For your own protection please read this policy and its conditions and if the policy be not filled in correctly or according to your intention return same to the office for alteration.

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenue below.

Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

- a) **Complaints Management Unit**
Liberty General Insurance Berhad
Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3 Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
- Tel. No. : +603 2268 3333 (General Line) or 1 300 88 8990
Email : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my
- b) **Financial Markets Ombudsman Service (FMOS)**
(formerly known as Ombudsman for Financial Services)
Level 14, Main Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Company No : 200401025885
General Line : +603 2272 2811
Website : www.fmos.org.my
- c) **BNMLINK**
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB, No.10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link: bnm.gov.my/BNMLINK
Website: www.bnm.gov.my

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit <http://www.pidm.gov.my>).