Level 12, West Wing, The Icon, No. 1, Jalan 1/68F, Jalan Tun Razak, 55000 Kuala Lumpur.
Customer Relationship Centre: 1300 220 007, WhatsApp: 012-6031978, Email: rhbi.general@rhbgroup.com, Website: insurance.rhbgroup.com

WORKMEN'S COMPENSATION

Policy Wording

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

Member of PIDM.

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WORKMEN'S COMPENSATION INSURANCE 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 **RHB 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 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 out in the Schedule or at Common Law then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company shall subject to the Limits of Liability indemnify the Insured against all sums for which the Insured shall be so liable and shall in addition be responsible for all costs and expenses incurred with its consent in defending any claims for such compensation.

PROVIDED ALWAYS that in the event of any changes 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 sums as the Company would have been liable to pay if the Law(s) had remained unaltered.

EXCEPTIONS

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

(a) any injury by accident or disease occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -
   (i) war, invasion, act of foreign enemy, hostilities or warlike operations whether war be declared or not) or civil war
   (ii) mutiny, riot, strike, civil commotion, military or popular rising, insurrection, rebellion, revolution, conspiracy, military or usurped power
   (iii) 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
   (iv) any act of terrorism

   For the purpose of this exception, an act of terrorism means an act, including but not limited to the use of force, 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.

   In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exception any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

(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) nuclear weapons material.
   (ii) ionizing radiations 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.

(g) board and/or lodging and other benefits of employees not being insured

(h) any claims arising directly or indirectly from pneumoconiosis.

(i) any death, bodily injury, illness or disease arising directly or indirectly involved in the manufacturing process of asbestos, handling asbestos or its related products.

(j) any death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC) howsoever this syndrome has been acquired or may be named.

JURISDICTION CLAUSE

The Indemnity provided by this Policy 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.

COMMON LAW LIMITS

The limit of the amount of the Company's liability in respect of any one claim or series of claim arising out of one event irrespective of the number of claims that may arise therefrom and during any one Period of Insurance of this Policy is limited to RM1,000,000/- (Ringgit Malaysia One Million Only).

CONDITIONS

1. MEANING

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. NOTICE

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

3. REASONABLE PRECAUTIONS

The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

4. CLAIMS NOTIFICATIONS

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ of 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 inquiry in connection with any such occurrence as aforesaid.

5. DUTY OF INSURED

No admission offer promise or payment shall be made by or on behalf of the Insured without the written 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 claims 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. PREMIUM ADJUSTMENT

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 (1) 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 farther proportionate payment to the Company or by a refund by the Company as the case may be.

7. CANCELLATION

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. CONTRIBUTION

If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

9. ARBITRATION

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 meetings 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.

10. CONDITION PRECEDENT LIABILITY

The due observance and fulfillment 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.

CLAUSES/ ENDORSEMENT /WARRANTY

(The following clause/endorsement/warranty are applicable to this Policy)

PWE 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 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 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 Company.

Subject otherwise to the terms, exclusions and conditions of this policy.

Y2KE DATE RECOGNITION CLAUSE (WITHOUT SAVING CLAUSE)

It is noted and agreed this policy is hereby amended as follows: -

A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to: -
   1. correctly recognise any date as its true calendar date;
   2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date, and/or
   3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

B. It is further understood that the Company shall not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.

C. It is further understood that the Company shall not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.

D. It is further understood that the Company shall not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognise any date as its true calendar date after the lost or damaged property has been replaced or repaired.

   Such loss or damage, einjury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

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

CYBA CYBER CLAUSE

It is hereby declared and agreed that the indemnity expressed in this Policy shall not apply to, and specifically excludes losses of any kind directly or indirectly caused by, arising from or consisting of, in whole or in part:

(a) the use or misuse of the Internet or similar facility;
(b) any electronic transmission of data or other information;
(c) any computer virus, worm, logic bomb, Trojan horse or similar problem;
(d) the use or misuse of any Internet address, Website or similar facility;
(e) any data or other information posted on a Website or similar facility;
(f) any loss of data or damage to any computer system, including but not limited to hardware or software;
(g) the functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Website or similar facility;
(h) any infringement, whether intentional or unintentional or any intellectual property rights (including but not limited to trademark, copy right or patent).

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

WETE EMPLOYEE TO EMPLOYEE EXTENSION ENDORSEMENT

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 claimants 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 were the Insured observe, fulfil and be subject to the Terms of the Policy insofar as they can apply.

ENDORSEMENT

(The following Endorsements are not applicable unless specified in the Schedule of the Policy)

W002 WARRANTY W.2(A)

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression ''woodworking machinery" shall not be deemed to include: -

Lathes, Fret-saws, Boring machines, Sanding machines, Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws.

W015 WARRANTY W.15(A)

This Policy does not indemnify the Insured in respect of any claim arising in connection with:

(a) the construction, alteration or repair of buildings involving the use of any stage of mechanically driven machinery other than mortar mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.
(b) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employment of the Insured and forms part of a contract for reconstruction, alteration or repair).
N.B. Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.
(c) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts; viaducts, bridges, docks, railways, canals or tunnels, wells over 20 ft. in depth or any well sinking other than artesian or tube wells.

W064 WARRANTY W.64(A)

This Policy does not indemnify the Insured in respect of any claim arising in connection with work on board ship.

W076 WARRANTY W.76

In consideration of premium being paid on the total earnings of all employees not being workmen within the meaning of Law(s) set out in the Schedule 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 as set forth in the said Schedule raise the defense that such employee is not a workman within the meaning of the aforesaid Law(s).
Subject otherwise to the terms and conditions of the within Policy.

W077 WARRANTY 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 meaning of the Laws(s) set out in the Schedule, 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.

W.231 WARRANTY 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 Act 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.

WEAB ENDORSEMENT "A" & "B"

Endorsement "A" – "It is hereby understood and agreed that in the event of any workman employed by the within Insured or by the Insured's Contractors 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 Government of Malaysia or any State** thereof for personal injury or death or disease sustained whilst at 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 government, the Company will indemnify the said officer or Government 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 intended 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.

NOTICE TO POLICYHOLDERS

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.

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

As a responsible insurer, We wish to bring Your attention that You could also address Your dissatisfaction to the Financial Markets Ombudsman Service (FMOS), formerly known as 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:

RHB INSURANCE BERHAD CUSTOMER RELATIONSHIP CENTRE
Level 1, Tower Three, RHB Centre, Jalan Tun Razak,
50400 Kuala Lumpur
Tel: 1300 22 0007/ Fax: 603-21637277
E-mail: rhbi.general@rhbgroup.com WhatsApp: 012-603 1978

We will seek to respond to **Your** complaint within [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:
(a) **Your** name, address and contact no.
(b) Covernote no./ Policy no./ Claim no.

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

THE COMPLAINTS MANAGEMENT UNIT
Financial Markets Ombudsman Service (FMOS)
(Formerly known as Ombudsman for Financial Services (OFS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03-2272 2811
Website: www.fmos.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 **Our** conduct by writing to CSB 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

HEAD OFFICE	CUSTOMER RELATIONSHIP CENTRE
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: insurance.rhbgroup.com	Level 1, Tower Three, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur Tel : 1300-220-007 Fax : 03-2163 7277 WhatsApp: 012-6031978 Email : rhbi.general@rhbgroup.com