



Generali Insurance Malaysia Berhad
Reg No: 197501002042 (23820-W)

EMPLOYERS' LIABILITY POLICY



Generali Customer Service Centre: Level 1, Menara Generali, 27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.
Tel: 1 300 13 2121 or +603 3007 2121

For more information, log on to www.generali.com.my or call 1 300 13 2121 or +603 3007 2121

Public

Thank you for choosing Generali Malaysia as your preferred Insurer.

Our purpose is to enable people to shape a safer and more sustainable future by caring for their lives and dreams. We have always driven our efforts with the intention to improve people's lives – starting with improving our services and products.

We want to serve you better and understand your needs and expectations. We welcome your feedback and if you come across an issue, please reach out to our Complaint Handling Unit at the following:

Complaints Unit,

Generali Customer Service Centre
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 or +603 3007 2121
Email: feedback.gi@generali.com.my

What to do if your issue is still not resolved?

You may reach out to:

Financial Markets Ombudsman Service

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

or

BNMLINK

Web form: bnmlink.bnm.gov.my
Call: 1-300-88-5465
(Monday – Friday, 9am – 5pm)

Terima kasih kerana memilih Generali Malaysia sebagai syarikat insurans pilihan anda.

Matlamat kami adalah untuk membolehkan orang ramai membentuk masa depan yang lebih selamat dan lebih mampan dengan memelihara kehidupan dan impian mereka. Usaha kami sentiasa berteraskan hasrat untuk menambah baik kehidupan anda semua – bermula dengan meningkatkan tahap perkhidmatan dan produk kami.

Kami ingin berkhidmat dengan lebih baik serta memahami keperluan dan kehendak anda. Kami mengalu-alukan maklumbalas anda dan jika anda ada sebarang masalah, hubungi Unit Pengurusan Aduan kami di:

Unit Aduan,

Pusat Khidmat Pelanggan Generali,
Level 1, Menara Generali,
27 Jalan Sultan Ismail,
50250 Kuala Lumpur.
Tel: 1 300 13 2121 or +603 3007 2121
E-mel: feedback.gi@generali.com.my

Jika isu anda masih belum selesai,

Anda boleh menghubungi:

Perkhidmatan Ombudsman Pasaran atau BNMLINK

Kewangan (FMOS)
(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)
No Syarikat: 200401025885
Tingkat 14, Blok Utama, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 2272 2811
Laman Web: www.fmos.org.my

BNMLINK

Borang Dalam Laman Sesawang: bnmlink.bnm.gov.my
Hubungi: 1-300-88-5465
(Isnin – Jumaat, 9 pagi – 5 petang)



Generali Insurance Malaysia Berhad

Reg No: 197501002042 (23820-W)

Generali Customer Service Centre

Level 1, Menara Generali,

27 Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia.

Tel: 1 300 13 2121 or +603 3007 2121 Email: customer.service.gi@generali.com.my

www.generali.com.my

Member of PIDM

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

EMPLOYERS' LIABILITY 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 **Generali Insurance Malaysia 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 witnesses that 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 the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) in respect of such injury or disease indemnify the Insured against liability at law for damages and claimant's cost and expenses and will in addition pay all costs and expenses incurred with the Company's written consent.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

GENERAL EXCEPTIONS

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

- a) the Insured's liability to employees of contractors to the Insured.
- b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- d) any injury by accident or disease sustained outside the Geographical Area.
- e) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any workmen's compensation law.
- f) any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - I. nuclear weapons material
 - II. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- h) damage occasioned directly or indirectly by or through or in consequence of 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.

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

GENERAL 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.
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 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.
5. 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 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 seven days' notice by registered letter to the Insured at the Insured's 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 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.
9. 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 ratable proportion of any such claim and costs and expenses in connection therewith.
10. The due observance and fulfillment of the Terms of this Policy in 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.

11. 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 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.

12. Jurisdiction Clause

The Company shall not be liable in respect of: -

- a) Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

13. Sanction Limitation and Exclusion Clause LMA3100 (15th September 2010)

No Insurance shall be deemed to provide cover and no Insurer shall 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 that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

14. Communicable Disease Exclusion (LMA5399)

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the reinsured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

15. Cyber Loss Absolute Exclusion Clause

1. Notwithstanding any provision to the contrary within this policy, this policy excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

16. Hot Works & Hot Testing or Commissioning Exclusion

This Policy does not indemnify the Insured in respect of any claim arising in connection with hot works or hot testing or commissioning on an offshore platforms, rigs, or facilities.

17. War and Civil War Exclusion

This Policy does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

18. Total Asbestos Exclusion Clause

This Contract shall not apply to and does not cover 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, in consequences of, contributed to or aggravated by asbestos in whatever form or quantity.

19. Service Tax

The Premium payable by you is subject to the Service Tax Act 2018, including any subsidiary legislations, orders or regulations governing the application of such tax, as may be imposed, or amended by the relevant authorities from time to time.

When we pay a claim, the amount of claims paid (including any service tax imposed by the relevant authorities) shall be subject to the sum insured or limits of insurance covered under the Policy.

20. Data Privacy Notice

You hereby agree that by using our services and providing your personal data to us, you consent to Generali's collection, use, disclosure and/or processing of your personal data as described in the Data Privacy Notice made available at our website www.generali.com.my. We reserve the right to update and amend our Data Privacy Notice from time to time. We will notify you of any amendments to our Data Privacy Notice via announcement on our website or other appropriate means.