

## EMPLOYER'S LIABILITY POLICY

### INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

### MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

*The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.*

### BRANCH NETWORK / RANGKAIAN CAWANGAN

**The Pacific Insurance Berhad (91603-K)**  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: customerservice@pacificinsurance.com.my  
Website: [www.pacificinsurance.com.my](http://www.pacificinsurance.com.my)

#### **NORTHERN REGION KAWASAN UTARA**

##### **Alor Setar**

No 15, Ground & First Floor,  
Kompleks Perniagaan Long  
Island Trade Centre,  
Seberang Jalan Putra, Mergong,  
05150 Alor Setar, Kedah  
Tel : 04 - 732 4377  
Fax : 04 - 731 5869

##### **Penang**

Suite 6.04,  
Menara Boustead,  
Jalan Sultan Ahmad Shah,  
10050 Georgetown, Penang.  
Tel : 04 - 228 1531  
Fax : 04 - 228 1529

##### **Ipoh**

No. 12B, 2nd Floor,  
Persiaran Greentown 1,  
Pusat Perdagangan Greentown,  
30450 Ipoh, Perak.  
Tel : 05 - 241 9933  
Fax : 05 - 241 9393

##### **Taiping**

31 Jalan Medan Taiping 2  
Medan Taiping  
34000 Taiping, Perak  
Tel : 05 - 806 3388  
Fax : 05 - 806 2666

#### **CENTRAL REGION KAWASAN TENGAH**

##### **Petaling Jaya**

Wisma MCIS, Level B1 & Level 3A  
Tower 2, Jalan Barat,  
46200 Petaling Jaya,  
Selangor.  
Tel : 03 - 7453 8222  
Fax : 03 - 7453 8111

##### **Klang**

No. 46 Ground Floor,  
Jalan Batu Unjur 1,  
Bayu Perdana  
41200 Klang, Selangor.  
Tel : 03 - 3324 5776  
Fax : 03 - 3324 5773

#### **EAST COAST PANTAI TIMUR**

##### **Kuantan**

Ground Floor,  
B36 Lorong Tun Ismail 11,  
Jalan Tun Ismail 1,  
25000 Kuantan, Pahang  
Tel : 09 - 514 2882  
Fax : 09 - 514 2953

#### **SOUTHERN REGION KAWASAN SELATAN**

##### **Seremban**

Lot 2, Jalan Era Square 2,  
Era Square,  
70200 Seremban, Negeri Sembilan.  
Tel : 06-767 5066  
Fax : 06-767 5068

##### **Melaka**

Lot 20,  
Jalan Kota Laksamana 3/14,  
Pangsapuri Kota Laksamana,  
75200 Melaka  
Tel : 06 - 288 8710  
Fax : 06 - 288 8721

##### **Johor Bahru**

Suite 4.3 Level 04, Menara Pelangi  
Jalan Kuning, Taman Pelangi  
80400 Johor Bahru, Johor  
Tel : 07 - 331 8741  
Fax : 07 - 332 2079

#### **EAST MALAYSIA MALAYSIA TIMUR**

##### **Kota Kinabalu**

No 8, 2nd Floor, Jalan Pantai  
88827 Kota Kinabalu, Sabah  
Tel : 088 - 233 292  
Fax : 088 - 232 195

##### **Kuching**

1st Floor, Lot 212, Section 51  
Ban Hock Road  
93100 Kuching, Sarawak  
Tel : 082 - 418 727  
Fax : 082 - 426 011

## IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

## OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

## COMPLAINTS PROCEDURES

### Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Fax: +603-2633 8998  
E-mail: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

### Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Director  
Laman Informasi Nasihat dan Khidmat (BNMLINK)  
Ground Floor, D Block  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel: 1-300-88-5465 (1-300-88-LINK)  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Fax: +603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(For claims matters only)

## NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendorsan atau perubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang perubahan atau pindaan, sila beritahu kami dengan segera untuk pembetulan yang sewajarnya.

## PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera dibelakang) untuk melayan keperluan anda.

## TATACARA ADUAN

### Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari lamansesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,  
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,  
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.  
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)  
Tel: +603-2633 8999 Faks: +603-2633 8998  
Emel: [customerservice@pacificinsurance.com.my](mailto:customerservice@pacificinsurance.com.my)

### Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan. Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

### Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Pengarah  
Laman Informasi Nasihat dan Khidmat (BNMLINK)  
Aras Bawah, Blok D  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel: 1-300-88-5465 (1-300-88-LINK)  
Fax: +603-2174 1515  
Emel: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)
- (b) Ombudsman Perkhidmatan Kewangan (OPK)  
(Dahulu dikenali sebagai Biro Pengantaraan Kewangan)  
Tingkat 14, Blok Utama  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811 Faks: +603-2272 1577  
Emel: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
(Berkenaan hal-hal tuntutan sahaja)

## 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 **THE PACIFIC 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 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 costs 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 representative 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 fulfill and be subject to the Terms of this Policy in so far as they can apply.

### EXCEPTIONS

The Company shall not be liable 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 operation (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.

### EMPLOYERS' LIABILITY POLICY 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. The due observance and fulfillment of the Terms of this Policy is 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.

3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4. The Insured shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
5. In the event of any occurrence which may give rise to a claims under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. 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 inquiry in connection with any such occurrence
6. 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 claims 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.
7. 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.
8. 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 and 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.
9. 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 8.
10. 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 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 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.