



## FOREIGN Worker Compensation Scheme Malaysia



### IMPORTANT NOTE

Read this Product Disclosure Sheet before you decide to take out **Foreign Worker Compensation Scheme**. Be sure to also read the general terms and conditions.

## 1. What is this product about?

Employers who are employing foreign workers must comply with the statutory requirement Under Section 26(2) of the Amended Workmen's Compensation Act 1952 to purchase this insurance cover to protect their foreign workers.

## 2. What are the covers / benefits provided?

This policy indemnifies you under the Act in respect of compensation for employment injury as well as non-employment injury sustained by your foreign workers. Duration of cover is for one year. You need to renew your insurance policy annually.

### Scope of cover/Benefits

- Accidental death due to employment injury
  - a. 60 months earnings or RM18,000 whichever is lower
  - b. Additional payment of RM7,000 in event of death arising out of employment
- Permanent Total Disablement
  - a. 60 months earnings or RM23,000 whichever is lower
- Permanent Partial Disablement
  - a. A sum of money based on the capital sum of RM23,000 calculated in accordance with the First Schedule of the Workmen's Compensation Act.
- Temporary Total / Partial Disablement
  - a. A sum of money calculated in accordance with Section 8(e) of the Workmen's Compensation Act.
- Hospitalisation and Medical Expenses
  - a. Pays in accordance with the provisions of the Workmen's Compensation Act subject to maximum RM750
- Occupational Disease
  - a. According to the Second Schedule of the Act.
- Repatriation Expenses
  - a. This section will indemnify the Insured for the actual repatriation expenses incurred or RM4,800 whichever is the lower in the event the insured worker dies or suffers permanent total disablement.
- Personal Accident Insurance(Accidental Personal Injury sustained Off-Work Hours)
  - a. This section will pay to the insured worker or his legal representative for personal injury sustained in an accident which occurs outside the working hours of the insured worker occurring within Malaysia.
    - i) Accidental Death (occurring within 12 months of the accident)
      - Compensation sum of RM23,000
    - ii) Permanent Total Disablement (occurring within 12 months of the accident)
      - Maximum compensation sum of RM23,000
    - iii) Permanent Partial Disablement
    - iv) Based on RM23,000 calculated in accordance with the First Schedule of the Workmen's
    - v) Compensation Act Temporary Disablement
      - A sum of money calculated in accordance with Section 8(e) of the Workmen's Compensation Act
    - v) Medical Expenses
      - Pays in accordance to the provisions of the Workmen's Compensation Act subject to maximum RM750.

### 3. How much premium do I have to pay?

The government has set RM 72 per worker of which RM67 is the insurance premium while RM5 as the on-line service fee per worker. The total premium that you have to pay may vary depending on the number of foreign workers.

• No. of workers X RM72 : \_\_\_\_\_

The total annual premium that you have to pay is : \_\_\_\_\_

### 4. What are the fees and charges that I have to pay?

**The fees and charges that you will have to pay are:**

- Commission paid to the insurance agent: 10% of premium or RM \_\_\_\_\_
- Service Tax is chargeable on the premium at the prevailing rate, where applicable, if policyholder is either a registered organisation or company.
- Stamp Duty of RM10.00 per policy

### 5. What are some of the key terms and conditions that I should be aware of?

#### • Importance of Disclosure

Pursuant to Section 129 and Para 5 of Schedule 9 of Financial Service Act 2013 or any amendments thereof: you have a pre-contractual duty of disclosure and shall disclose all matters in this proposal form which you know or ought to know or reasonably expected to know which are relevant to the decision of the company to accept the risk or not and the rates and terms to be applied. Your duty of disclosure shall continue until the time the contract is entered into, varied or renewed.

(Note: The list above is non-exhaustive. Please refer to the policy contract for the full terms and conditions under this policy).

### 6. What are the major exclusions under this policy?

**This insurance does not cover:**

- Common law liability.
- War, terrorism and civil war.
- Unlawful act, suicide and intentional self-injury.
- Flying or travelling in an aircraft unless as a fare-paying passenger in a licensed commercial aircraft on schedule route.
- Influence of alcohol or of drugs not prescribed by a registered medical practitioner.
- Dangerous sport activities such as mountaineering, diving, motor-racing, etc.

(Note: The list above is non-exhaustive. Please refer to the policy contract for the full list of exclusions under this policy).

### 7. Can I cancel my policy?

You may cancel your policy by giving a written notice to Tune. Upon cancellation, you are entitled to a pro-rated refund premium. No refund premium is allowed if there is a claim under the policy.

### 8. What do I need to do if there are changes to my contact details?

It is important that you inform us of any change in your organization's contact details to ensure that all correspondence reaches in a timely manner. You can write in / fax us at the address / fax number below.

### 9. Where can I get further information?

Should you require additional information about **Foreign Workers Compensation Scheme**, you can contact us at any of our branches nationwide or your insurance intermediary. If you have any enquiries, please contact us at:

[www.tuneprotect.com/my](http://www.tuneprotect.com/my).

Tune Insurance Malaysia Berhad,  
Level 9, Wisma Capital A, No 19, Lorong Dungun,  
Damansara Heights, 50490 Kuala Lumpur

**Telephone** 1800 88 5753  
**Fax** +603 2094 1366  
**Email** [hello.my@tuneprotect.com](mailto:hello.my@tuneprotect.com)

#### 10. Other types of similar insurance cover available?

- Foreign Workers Insurance Guarantee
- Foreign Workers Hospital & Surgical Scheme



#### **IMPORTANT NOTE**

YOU SHOULD SATISFY YOURSELF THAT THIS POLICY WILL BEST SERVE YOUR NEEDS AND THAT THE PREMIUM PAYABLE UNDER THIS PLAN IS AN AMOUNT YOU CAN AFFORD. YOU SHOULD READ AND UNDERSTAND THE INSURANCE POLICY AND CONTACT THE INSURANCE COMPANY DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is a brief summary for quick and easy reference. The exact terms and conditions that apply are stated in the policy contract.