



Foreign Worker Gap Cover GPA

QBE INSURANCE (MALAYSIA) BERHAD welcomes you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

"WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY."

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

FOREIGN WORKER GAP COVER GPA

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SCHEDULE OF BENEFITS

Benefits	Sum Insured (RM)
<u>During Working Hours:</u> 1. Personal Accident	10,000
<u>During Non-Working Hours:</u> 1. Personal Accident	30,000
2. Accidental Medical Expenses (Subject to an excess of RM 50 for each & every eligible claim, a maximum limit of RM 500 per accident)	5,000
3. Recruitment / Replacement Cost	2,000
4. One-Off Inconvenience Benefit	1,100
5. Repatriation Expenses / Funeral Expenses in Malaysia up to RM 1,500	5,000

THE COVER

This Policy is issued in consideration of the payment of premium as specified in the Schedule of Benefits and pursuant to the answers given in Your Proposal Form (or when You applied for this insurance) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of Your contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the Period of Insurance the Insured Person shall sustain Injury caused by Accident which shall solely, directly and independently of any other cause result in the Insured Person's death or Disability as hereinafter defined, the Company shall subject to the terms, provisos, exclusions and conditions of and endorsed on this Policy (which terms, provisos, exclusions and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this Policy) pay to the Insured Person or in the event of death to the Insured Person's legal personal representative, the sum or sums of money as set out in the Schedule of Benefits and in accordance to the Scale of Benefits, provided that the liability of the Company shall not exceed the Principal Sum Insured as specified in the Schedule of Benefits.

PART A: DEFINITIONS

1. **Accident** means any sudden or unexpected and violent incident, resulting directly and independently from the action of an external visible cause, other than any intentionally self-inflicted Injury.
2. **Civil Commotion** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.
3. **Company** means QBE Insurance (Malaysia) Berhad (161086-D).
4. **Common Carrier** means any air, land or water conveyance which is duly operated under a license of services for the regular transportation of fare paying passengers which has fixed and established routes only. It does not mean taxis or private car nor does it mean any such conveyance if chartered or arranged as part of a tour even if such services are regularly scheduled.
5. **Country of Origin** means any country of which the Insured Person is a citizen or a permanent resident excluding Malaysia.
6. **Death** means death arising directly or indirectly from an Accident.
7. **Disability** means a physical or mental condition that limits an Insured Person's movements, senses or activities arising directly or indirectly from an Accident.
8. **Eligibility** refers to the age of entry for the Insured Person to qualify for cover under this Policy which is from eighteen (18) years up to the age of sixty-five (65) years. The age of the Insured Person shall be determined by his/her last birth date.
9. **Hospital** means an establishment, duly constituted and registered government or licensed hospital/medical centre which operated pursuant to law for the care and treatment of sick and injured persons, and which
 - a. has organized facilities for diagnosis, treatment and major surgery;
 - b. provides twenty-four (24) hours a day nursing services by registered nurses;

- c. is under the supervision of a physician; and
 - d. is not primarily a clinic, a place of custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
10. **Insured Person** means person named or described in the Schedule and/or Policy and must be a work permit holder, pass holder or otherwise legally employed in Malaysia.
 11. **Injury** means bodily injury suffered by the Insured Person caused solely and directly by an Accident and not by any Sickness, Disease, Illness, Pandemic, medical disorder or gradual physical or mental wear and tear provided that the Injury must occur during the Period of Insurance.
 12. **Loss of or Loss of Use** shall mean permanent and total loss of the use of the limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability of the Insured Person.
 13. **Medical Practitioner** means any person legally authorized by the government with jurisdiction in the geographical area of his/her practice to render medical or surgical service but excluding a Medical Practitioner who is the Insured Person, or the spouse or relative of the Insured Person, or the Insured Person's business partner or employer.
 14. **Pandemic** is an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population.
 15. **Permanent Disablement** means Disability (ies) which are described under Part B: Benefits, item 1(ii) in the Policy.
 16. **Permanent Total Disablement** means where in the opinion of a Medical Practitioner:
 - (a) The Insured Person is entirely and continuously unable to engage in, perform or attend any gainful employment, or business of any and every kind for the remainder of their life and
 - (b) The above disability is Permanent.
 17. **Period of Insurance** means the duration specified in the Schedule of Benefits for when an Insured Person is insured, subject to the terms and conditions and exclusions as set out in the policy to which the Policyholder shall have paid and the Company shall have accepted the premium.
 18. **Pre-Existing Conditions** means Disability that existed before the inception of Period of Insurance that the Policyholder and/or the Insured Person has reasonable knowledge of. A Policyholder or Insured Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:
 - (a) The Policyholder and/or the Insured Person has received or is receiving treatment;
 - (b) Medical advice, diagnosis, care or treatment has been recommended by Medical Practitioner;
 - (c) clear and distinct symptoms are or were evident; or
 - (d) Its existence would have been apparent to a reasonable person in the circumstances.
 19. **Policy** means the wording, the Schedule of Benefit and endorsement (if any) which is incorporated in and forms part of the policy.
 20. **Policyholder** means a person or a corporate body as described in the Schedule of Benefits to whom this Policy has been issued in respect of cover for the Insured Person(s).
 21. **Riot** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of such disturbance.

22. **Sickness, Disease or Illness** means any sudden and unexpected deterioration of health or a physical condition marked by a pathological deviation from the normal healthy state, certified by any Medical Practitioner during the Period of Insurance.
23. **Schedule of Benefit** means the schedule which is incorporated in and forms part of this policy.
24. **Strike** means the wilful act of any striker or locked-out worker done in furtherance of a Strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimizing the consequences of any such act.
25. **Sum Insured** means the benefit amount payable by the Company as stated in the Schedule of Benefit.
26. **Temporary Partial Disablement** means disability which occurs within ten (10) consecutive days of the Accident in which prevents the Insured Person from attending to a substantial part of his usual occupation, profession or business.
27. **Temporary Total Disablement** means disability which occurs within ten (10) consecutive days of the Accident in which entirely prevents the Insured Person from engaging in his usual occupation, profession or business.
28. **Working Hours** means the period of time that an Insured Person spends at paid labour by the Policyholder.
29. **Non-working Hours** means any period of time other than working hours.
30. **War** means a contest by force between two or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized by the sovereign.

PART B: BENEFITS

1. Personal Accident

Any Injury sustained by Insured Person which caused by an Accident solely, directly and independently of any other cause occurring during the Period of Insurance resulting in:

- (i) **Death (occurring within 12 months from the date of accident)** - The Sum Insured as stipulated in the Schedule of Benefits attached hereto will be payable by the Company.
- (ii) **Permanent Disablement (arising from Injury within 12 months from the date of accident)** - The following percentages of the Principal Sum Insured as stipulated in the Schedule of Benefits attached hereto will be payable by the Company.

Table of Event			
Event	Disability	Scale I	Scale II
1	Loss of two limbs	100%	100%
2	Loss of both hands or of all fingers and both thumbs	100%	100%
3	Total loss of sight of one eye or both eyes	100%	100%
4	Permanent Total Disablement	100%	100%
5	Injuries resulting in being permanently bedridden	100%	100%
6	Any other Injury causing permanent total disablement	100%	100%
7	Loss of one arm between or at shoulder to wrist	n/a	100%
8	Loss of one leg between or at hip to ankle	n/a	100%
9	Loss of both feet	n/a	100%
10	Loss of foot	n/a	55%
11	Loss of sight of eye except perception of light	n/a	55%

Table of Event				
Event	Disability		Scale I	Scale II
12	Loss of lens of eye		n/a	55%
13	Loss of four fingers and thumb of one hand		n/a	70%
14	Loss of four fingers		n/a	60%
15	Loss of thumb	a) both phalanges	n/a	25%
		b) one phalanx	n/a	25%
16	Loss of index finger	a) three phalanges	n/a	10%
		b) two phalanges	n/a	10%
		c) one phalanx	n/a	10%
17	Loss of middle finger	a) three phalanges	n/a	6%
		b) two phalanges	n/a	6%
		c) one phalanx	n/a	6%
18	Loss of ring finger	a) three phalanges	n/a	6%
		b) two phalanges	n/a	6%
		c) one phalanx	n/a	6%
19	Loss of little finger	a) three phalanges	n/a	4%
		b) two phalanges	n/a	4%
		c) one phalanx	n/a	4%
20	Loss of metacarpals	a) first or second (additional)	n/a	3%
		b) third, fourth or fifth (additional)	n/a	2%
21	Loss of toes	a) All	n/a	20%
		b) great, both phalanges	n/a	5%
		c) great, one phalanx	n/a	5%
		d) other than great, if more than one toe lost, each	n/a	3%
22	Loss of hearing	a) both ears	n/a	75%
		b) one ear	n/a	30%
23	Loss of speech		n/a	75%

***Scale I – During Working Hours**

***Scale II – During Non-Working Hours**

In the event that the Injury does not come within any of the items specified in Event 1 – 23 hereof, the Company at its absolute and sole discretion may adopt a percentage of the disability which, in its opinion, is consistent with the percentage scale provided above.

The aggregate of all percentages payable in respect of any one Accident for each Insured Person shall not exceed 100% of the Principal Sum Insured. In the event of a total of 100% having been paid in one or more Accidents during the Period of Insurance, all insurance hereunder shall immediately cease to be in force. All other losses lesser than 100%, if having been paid, shall reduce the coverage by that amount from the date of that Accident until the expiration of this Policy.

2. Accidental Medical Expenses

In the event an Insured Person sustains an Injury caused by an Accident which solely, directly and independently of any other cause results in the Insured Person requiring medical assistance, the Company will reimburse the Insured Person in respect of Medical Expenses incurred up to the amount as specified in the Schedule of Benefits.

Medical Expenses shall include expenses incurred for Hospital (including Room and Board), clinical, medical and surgical treatments including medicine as a result the Insured Person sustains an Injury caused by an Accident, subject to a sub-limit of RM500.00 for any one accident.

Compensation under Medical Expenses shall be payable only if such medical or surgical treatment is provided to the Insured Person by a legally licensed Medical Practitioner within twelve (12) months from the date of Accident, provided that the first expense is incurred within twenty-six (26) weeks after the date of Accident.

An excess of RM 50 is applicable to each and every eligible Medical Expenses claim.

The maximum Medical Expenses limit per annum is RM 5,000 during any one period of insurance.

3. Recruitment or Replacement Cost

The Company will pay the Policyholder reasonable costs incurred by the Policyholder for recruitment or replacement staff up to the amount as stated in the Schedule of Benefit against Replacement or Replacement Expenses in the event of the Insured Person suffers from Accidental Death and/ or Disablement (Table of Event: 1 – 6), provided that the costs is incurred within thirty (30) days from Accidental Death and/ or Disablement (Table of Event: 1 – 6) and be necessary for the continuation of the Policyholder's business. This benefit is subject to the receipt of signed undertaking from the Policyholder that any amount paid shall be refunded to the Company if the claim is found to be invalid.

4. One-Off Inconvenience Benefit

In the event of an Injury arising caused by an Accident solely, directly and independently of any other cause occurring during Period of Insurance resulting in Temporary Total Disablement and/ or Temporary Partial Disablement as certified by a Medical Practitioner with granted medical leave for thirty (30) consecutive days or above, the Company will pay the amount as stated in the Schedule of Benefit.

The benefit can be claimed once by the Insured Person during any one period of insurance.

5. Repatriation Expenses / Funeral Expenses

The Company will reimburse the actual expenses incurred for repatriation up to the amount stated in the Schedule of Benefits in the event of the Insured Person dies or suffers permanent total disablement within twelve (12) months of the accident or sickness occurring during the period of insurance.

Repatriation Expenses shall be defined as the expenses incurred for the direct repatriation of the Insured Person or the transportation of the mortal remains back to Country of Origin.

Or

The Company will reimburse the actual funeral expenses incurred in Malaysia up to the amount stated in the Schedule of Benefits in the event of the Insured Person dies within twelve (12) months of the accident or sickness occurring during the Period of Insurance.

The above benefit is extended to cover events or incidents happened during working hours which are not covered by Social Security Organization (SOSCO) subject to terms and conditions of the Policy.

PART C: EXTENSIONS

1. Food Poisoning

It is hereby declared and agreed that this Policy is extended to cover death and bodily injury resulting from food poisoning.

2. Motorcycling

It is hereby declared and understood that this Policy shall be extended to cover the Insured Person whilst motorcycling (whether as pillion passenger or as a motorcyclist) provided always that the Insured Person was wearing an approved crash helmet and the Insured Person or the motorcyclist (if not the Insured Person) had a valid driving license to operate the motorcycle.

This extension shall not apply whilst the Insured Person is engaged in racing pace-making or participating in any contest reliability or other trial or speed testing.

3. Hijacking

It is hereby declared and understood that this Policy is extended to cover the Insured Person being detained by unlawful seizure or wrongful exercise of control of an aircraft vessel or public conveyance.

Hijack means the seizing of control of a Conveyance on which the Insured Person is a passenger.

4. Drowning

It is hereby declared and agreed that this policy is extended to cover Death and bodily injury resulting from drowning.

5. Harmful Insects and Snake Bite or Animal Attacks (excluding illnesses arising therefrom)

It is hereby declared and agreed that this Policy is extended to cover Death and/or bodily injury sustained by the Insured Person due to harmful Insect or snake bite or animal attacks.

6. Strike, Riot and Civil Commotion (within Malaysia only)

It is agreed and understood that this Policy shall be extended to cover Death, Permanent Disablement, bodily injury or any other loss as within defined directly or indirectly caused by Strike, Riot and Civil Commotions, provided always that there was no direct participation in such strike, riot and civil commotions by the Insured Person or Policyholder.

7. Suffocation by Smoke or Poisonous Fumes

It is hereby understood and agreed that this Policy is extended to cover Death or bodily injury sustained due to suffocation by smoke resulting from an accident or accidental inhalation of poisonous fumes.

8. Unprovoked Murder or Unprovoked Assault

It is hereby declared and agreed that this policy extends to cover Death, Permanent Disablement or bodily injury arising from unprovoked murder or unprovoked assault.

9. Exposure

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that if as a result of an Accident covered by this policy the insured person is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in the Policy, such specific loss will be covered under the Policy.

The above extensions are subject otherwise to the terms, conditions and exclusions of this Policy.

PART D: EXCLUSIONS

This Policy does not cover Death, disablement, injury, loss or expense, which is caused directly or indirectly by or which results from or in connection with the following:

1. War (whether declared or not) or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
2. Ionization, radiation or contamination of radioactivity, nuclear weapons material.
3. The Insured Person is attempting or engaging in or taking part in the following:
 - a. professional sporting activities;
 - b. big game hunting;
 - c. racing of any kind (other than on foot), pace-making, speeding or reliability trials;
 - d. martial arts, boxing, polo, snow or winter sports;
 - e. water sports which are aided by any mechanical or electrical apparatus or underwater activities involving the use of any artificial breathing apparatus;

- f. air travel (other than as a fare-paying passenger in a licensed passenger carrying aircraft that is authorized to fly under a law that relates to the safety of aircraft. In this respect, a “passenger” does not include any member of the aircrew or a technician working in or upon an aircraft or other aerial activities including but not limited to parachuting, hand-gliding, bungee jumping);
 - g. mountaineering and rock climbing involving the use of ropes or mechanical guides;
 - h. Military, armed forces or similar group or exposures
 - i. Public and emergency services
 - j. Offshore/ Oil rigs risks
 - k. Ship crew or fisherman
 - l. Diver
 - m. Weapons and ammunition
 - n. Sawyers, timber logging or driver/ attendant of timber lorry
 - o. Stevedores, shipyard or harbour workers
4. Any criminal/unlawful act.
 5. Insanity, mental defect, infirmity, suicide (whether felonious or not), intentional self-inflicted injuries or any attempt thereat.
 6. Childbirth, pregnancy or miscarriage or any complications thereof notwithstanding that such event may have been accelerated or induced by Accident.
 7. Being under the influence of or being affected (temporary or otherwise) by alcohol (exceeding the limit set by the law in the country) or drugs, but this exclusion shall not apply to drugs taken in accordance with proper medical advice provided they are not for the treatment of drug addiction.
 8. Any kind of venereal disease or sexually transmitted disease (STD), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
 9. Pre-existing conditions.
 10. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement 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.

This endorsement also excludes loss, damage, cost or expense 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 any act of terrorism.

11. Infectious or Contagious Disease Exclusion during a PHEIC

This agreement does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

PART E: CONDITIONS

1. Addition and Deletion of Insured Person (Quarterly Declaration)

It is hereby understood and agreed that any additional Insured Person will be automatically covered by this Policy from the first day of qualification for coverage. Employees leaving the employ of the Insured shall likewise be automatically deleted from the policy.

Provided however, that the Policyholder shall submit a quarterly declaration of the employees joining the company or terminating their services with the company and the premium under this policy shall be adjusted based on this declaration.

2. Aggregate Compensation

The Company's maximum aggregate liability per event in respect of all Insured Persons travelling in a scheduled Common Carrier shall not exceed the conveyance limit of RM 2 million. In the event the aggregate exceeds the said amount, the settlement of claims for respective Insured Persons shall be on proportionate basis.

3. Arbitration

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar month after having been required so to do in writing by the other party.

In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed.

The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award and it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

4. Automatic Termination of Cover

Cover under this policy in respect of any Insured Person will terminate on the earliest of the following events:

- i. The death of Insured Person
- ii. Upon expiry of the policy
- iii. When the Insured Person ceased to be employed by the Policyholder
- iv. When the Insured Person ceased to be a legal worker in Malaysia
- v. When the Insured Person ceased to be qualified for coverage under this policy

5. Cancellation

The Company may cancel this Policy by giving fourteen (14) days' notice to the Policyholder's last known address and refund premium to the Policyholder less the pro rata portion thereof for the period the Policy has been in force.

The Policyholder may cancel this Policy by giving the Company fourteen (14) days' notice and provided no claim has been made during the current Period of Insurance, the Policyholder shall be entitled to a refund premium less premium at the Company's short Period Rates for the period the Policy has been in force, subject to the customary minimum premium.

Short Period Rate Table:

Period covered not exceeding	Short Period rates of annual premium
2 Months (minimum)	40%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

6. Claim Procedure

Upon the happening of any accident likely to give rise to a claim under this Policy, the Insured shall within 14 days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible instruct the Insured Person to procure and act on proper medical or surgical advice. All such certificates information and evidence as may be required by the Company shall be supplied free to the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Insured Person, the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

7. Duty of Disclosure

Where you have applied for this Insurance wholly for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us any of the information given in the Proposal Form (or when you applied for this insurance) is inaccurate or has changed.

8. Information Update

The Insured shall give immediate notice to the Company of any change of address or in the Insured Persons' business or occupation or in duties of the Insured Persons or any injury disease physical defect or infirmity by which the Insured Person has become affected.

9. Misstatement or Omission of Relevant Fact

The policy shall be void in the event of:

- i) The proposal or declaration of the Insured is untrue in any respect or
- ii) Any material fact affecting the risk be incorrectly stated herein or omitted there from or
- iii) This insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or
- iv) Any claim made shall be fraudulent or exaggerated or
- v) Any false declaration or statement

10. More Than One Policy

The Insured Person shall not be insured under more than one of such policy issued by the Company. In the event of the Insured Person being insured under more than one such Policy of Insurance, the Company will consider the Insured Person to be insured under the Policy first issued and refund any excess insurance premium payment which may have been made by the Insured.

11. Premium Warranty

It is a fundamental and absolute and special condition of this contract of insurance that the premium due must be paid and received 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 Insurer 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 Insurer, the payment shall be deemed to be received by the insurer 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 insurer.

12. Termination and Renewal

This policy will continue to be in force until the end of the Period of Insurance. This policy may be renewed for consecutive periods by the payment of the agreed premium prior to the expiry of the Period of Insurance or as provided in the Premium Warranty clause. The Company reserve the right to decline the renewal, or amend premium rates, benefits terms and conditions of this policy at the end of any Period of Insurance.

13. Territorial Limits

The coverage as accorded under this Policy within Malaysia unless otherwise stated in the Policy Schedule or any subsequent Endorsements.

14. Sanction Limitation and Exclusion Clause

The Company shall not provide cover nor 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 the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom and United States of America.

IMPORTANT NOTICE:

1. You need to read this **Policy** carefully, and if any error or incorrect description is found herein, or if the cover is not in accordance with your wishes, you should inform the **Company** immediately and return this **Policy** to the **Company** for alteration.
2. If you are not satisfied with the course of action taken by the **Company** or decision made by the **Company**, you may seek recourse through the **Company's** Complaints Management Unit and alternatively, may seek redress or assistance from the Financial Markets Ombudsman Service or approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:

A) COMPLAINTS MANAGEMENT UNIT

QBE INSURANCE (MALAYSIA) BERHAD
No. 638, Level 6, Block B1, Pusat Dagang Setia Jaya,
(Leisure Commerce Square),
No. 9, Jalan PJS 8/9, 46150 Petaling Jaya, Selangor
Tel: +603-7861 8400
Fax: +603-7873 7430

B) FINANCIAL MARKETS OMBUDSMAN SERVICE

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

C) LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti Surat 10922
50929 Kuala Lumpur
Tel : 1-300-88-5465
Fax : +603-2174 1515

CONTACT DETAILS

QBE Insurance (Malaysia) Berhad

Reg. No.: 198701002415 (161086-D) Part of QBE Insurance Group
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

No. 638, Level 6, Block B1, Leisure Commerce Square,
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