



# QBE MARINE PROFESSIONAL NEGLIGENCE INSURANCE

**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](http://www.pidm.gov.my)).

# QBE MARINE PROFESSIONAL NEGLIGENCE INSURANCE

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# QBE MARINE PROFESSIONAL NEGLIGENCE INSURANCE

## Section 1 Insuring Clauses

### A. Introduction

Please read the entire policy carefully to determine your rights, duties and what is and is not covered. Throughout this policy the words 'you' and 'your' refer to the Insured as shown in the Schedule. The words 'we', 'us' and 'our' refer to the underwriters providing this insurance. This policy, the Schedule, the quotation, proposal form and any endorsements shall be considered as one document and any words or expressions to which a specific meaning has been attached in any one of these documents shall bear the same meaning throughout. Please also refer to the section 9, definitions.

### B. Claims Notification

In consideration of the payment of the premium, and reliance upon the statements in the proposal form, any supplementary information and the provisions of this policy, we agree to indemnify you in respect of Claims covered under this policy which you neither intended nor reasonably should have expected arising as a result of your Scheduled Insured Services, PROVIDED THAT;

- a) such Claims made against you are first received by you during the Period of Insurance; and
- b) the incident giving rise to such Claims was not known by you prior to the Period of Insurance; and
- c) you give written notification to us of such Claims made which is received by us within 90 days of such notification or discovery by you and the date of such receipt by us is during the Period of Insurance.

### C. Additional Notification Period

Where a Claim is made within the last 90 days of the Period of Insurance, such period shall be extended for up to 90 days solely so as to treat notification received by us within such 90 days extension as if it had been received on the expiry date of the Period of Insurance.

### D. Retroactive Date

In addition to section 1 paragraph B, this policy shall only provide cover for your Scheduled Insured Services that you have provided on or after the retroactive date which is deemed to be at inception of this policy unless specifically agreed otherwise in your Schedule.

## Section 2 Insured Services

Your Schedule will show which of your services shall be insured under each section of cover or any standard endorsement to this policy. It is a condition of coverage that liability arises in the normal course of your providing the Insured Services which shall be those services you have requested to be insured and have been granted coverage for by us as identified in your Schedule.

## Section 3 Professional Indemnity Cover

Subject to the Claims made provision set out in section 1, we will indemnify you in respect of your liability that you may incur arising out of:

- a) negligent performance of your Insured Services;
- b) (fraud by an employee, other than a partner, executive officer, managing employee, director, president, vicepresident or trustee, provided that such is not intended to confer any benefit on you, and the employee's contract of employment is terminated forthwith;
- c) libel, slander or infringement of personal rights;
- d) unintentional breach of warranty of authority within the normal duties of your Insured Services.

## Section 4 Third Party Legal Liability

- A. Subject to the Claims made provision set out in section 1, we will indemnify you for Claims in respect of your third party legal liability that you may incur whilst directly performing your Insured Services arising from an Accident causing third party Bodily Injury or physical loss of or physical damage to third party property. This policy shall also indemnify you for third party consequential loss directly arising from such a Claim that you are legally liable for under this section.
- B. Notwithstanding any contractual indemnity you may be obliged to provide to a third party whilst directly performing your Insured Services, you shall hereby be covered under section 4 paragraph A above, provided that;
  - (a) Such liability would have attached to you in the absence of such contractual indemnity; and,
  - (b) Such liability was caused by or contributed to by your fault or negligence.

## Section 5 Claims Expenses

We will indemnify you for Claims Expenses incurred by you with our prior written approval in investigating, minimising or defending a Claim made against you that is covered elsewhere under this policy. Our indemnity for such Claims Expenses plus the value of any Claim settled shall not exceed the limit of indemnity as contained in the Schedule or as otherwise specified in this policy.

These Claims Expenses are subject to the original policy deductible as specified in your Schedule, except where we have successfully defended you against a Claim covered hereunder in excess of the original policy deductible. Only then shall the deductible in respect of Claims Expenses be nil, unless an amount is stated in your schedule for this section.

## Section 6 Exclusions Applicable To All Sections

This policy does not cover any actual or alleged liability or Claim arising directly or indirectly from:

- A. your own illegal trade, dishonesty, infidelity or fraud, collusion, malicious, wilful or deliberate act(s) or reckless conduct, an example of which may be the failure to establish proper systems and controls;
- B. the handling, storage or carriage of Cargo which is contraband or in an illegal trade;
- C. the physical handling or storage of Cargo by you, except as may be specifically agreed by us and as covered under our standard endorsement No 2;
- D. a publication or utterance in a newspaper, trade journal or magazine or a pre-arranged media interview or any infringement of copyright, patent, service mark or trade name;
- E. your insolvency, liquidation, bankruptcy, receivership, trading whilst insolvent or any other financial default or the extending of credit or arising from your inability or failure to pay or collect your debts;
- F. any contractual penalty;
- G. any indemnity or agreement not to rely on any defence or limitation of liability, except as may be specifically agreed by us and as covered under our standard endorsement;
- H. the failure to commence, or abandonment of, or inability to perform any Insured Service, except under section 3 where you perform the service as agent to a Principal;
- I. fines, penalties, punitive or exemplary damages however awarded or described, or any additional damages resulting from the multiplication of compensatory damages;

- J. any customs duty, sales or excise tax or similar fiscal charge except as may be specifically agreed by us and as covered under our standard endorsement;
- K. the contravention of the rules or regulations of a liner conference, freight tariff, competition or similar agreement;
- L. from your customs bond or guarantee being made available to a third party;
- M. Vessel valuations or statistical and market information provided to any third party which is included in a share prospectus, bond issue or other document where finance is being raised other than from a sole lender, unless otherwise agreed by us under our standard endorsement;
- N. any Vessel or aircraft which is owned, chartered or leased by you or on your behalf, or the ownership, lease, operation or use of any road vehicle used on public roads or any other means of transport, or involving a chassis or trailer which is owned, leased, operated or used by you for use on public roads in the USA or Canada;
- O. loss of or damage to or the condition or maintenance of any property owned, leased, rented or occupied by you or in your care, custody or control, whether or not you are required by contract to insure, or for any Claim arising as a result of you being the owner or lessee of any property;
- P. damage to property worked on by you arising out of such work or any portion thereof, or out of material, parts or equipment furnished in connection therewith;
- Q. discrimination or humiliation, wrongful termination or discharge of employment, failure to employ or promote, wrongful demotion by you of any person or the breach of any obligation by you as an employer to your employees, employees of any sub-agent or sub-contractor, or any third party that may be deemed to be your employee;
- R. the Bodily Injury of your employees, employees of any sub-agent or subcontractor, or any third party deemed to be your employee, including Claims made under any worker's compensation, unemployment compensation, disability benefits law or employer's liability acts or any other statutory or common law liability to any employee, the spouse, child, parent, brother or sister of such employee or other person employed in any capacity whatsoever by you, your sub-agents or subcontractors or any third party deemed to be your employee when such liability arises out of or in the course of the employment of such person;
- S. the unsuitability of or any defect in goods or products manufactured, processed, graded, blended, supplied or sold, material used or repairs carried out by you or on your behalf, or any withdrawal, recall, return, inspection, replacement or loss of use arising therefrom
- T. Bullion, precious stones, Cash, bonds, negotiable instruments or securities of any kind;
- U. any Claim made by one insured against any other or any Claim made by an associated, parent or subsidiary company or by any person or entity having a financial or executive interest in your operation;
- V. Seepage, Pollution or Contamination unless such is;
  - (i) caused by an event which is sudden and accidental, and such event first commenced on an identified specific date during the Period of Insurance; and
  - (ii) the event is discovered and made aware to you within seven days after it first commenced, unless such arises from Cargo not in your care, custody or control; and
  - (iii) reported to us as provided under this policy;
- W. from dredging operations or the dumping, handling, processing, treatment, storage of any waste or spoil;
- X. industrial disputes, boycotts, strikes, riots, civil commotions, lockouts, stoppages or restraints of labour of whatsoever nature or kind whether partial or general and whether or not involving your employees;

- Y. any continuous, intermittent or repeated exposure to or ingestion, inhalation, installation, distribution, manufacture, sale, utilisation, existence or absorption of the following substances or conditions in any form: asbestos, tobacco, alcohol, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, human immune virus or acquired immune deficiency syndrome or electromagnetic fields;
- Z. any repetitive motion, repetitive stress, repetitive strain or cumulative trauma disorder, including, without limitation, (i) arising from asserted improper design of goods, equipment or machinery or operations, (ii) failure to warn or properly instruct as to the use of goods, equipment or conduct operations, (iii) improper supervision of use of the goods, equipment or machinery or conduct of operations, or (iv) without limiting the foregoing, carpal tunnel syndrome arising from, without limitation, use of keyboards or finger pads;
- AA. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03:

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - (v) any chemical, biological, bio-chemical, or electromagnetic weapon.
- BB. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism or sabotage, rebellion, revolution, insurrection military or usurped power or confiscation, nationalisation or requisition or destruction of or damage property by or under the order of any authority;
- CC. (i) any calculating, comparing, differentiating, sequencing or processing of data involving date changes in the years 1998, 1999 and 2000, or any other date change including leap year calculations by any computer system, hardware, program or software or microchip, integrated circuit in computer equipment or noncomputer equipment;
- (ii) any costs or expenses arising from any preventative or remedial action taken by you, or any other person or entity, to change, alter, modify, replace or test any computer system, hardware, program or software or microchip, integrated circuit in computer equipment or non-computer equipment.

This exclusion applies regardless of any other cause that contributes concurrently or in sequence to any Claim and whether or not such Claim results from your Insured Services, or the operations of any other third party.

DD. Institute Cyber Attack Exclusion Clause 10/11/03 :

- (i) Subject only to clause (ii) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

- (ii) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## Section 7 Additional Exclusions & Warranties Applicable To Shipmanagement Cover

- A. It is a condition precedent to coverage that if we include Shipmanagement, yacht management, technical management and/or crew management as an Insured Service;
  - (i) the Vessel to which the Claim relates is named in your
  - (ii) Schedule or a subsequent agreed endorsement as “a Vessel under your management”;
  - (iii) the Vessel to which the Claim relates has full Protection and Indemnity cover, with either a club being a member of the International Group or an insurer having a Standard & Poor’s rating of A minus or above, and you being named as an insured on such policy;
  - (iv) the Vessel to which the Claim relates has hull and machinery cover for all usual marine perils with an insurer having a Standard & Poor’s rating of A minus or above, and you being named as an insured on the policy;
  - (v) any Claim hereon shall be excess of any amount recoverable, or that should have been recoverable, under the policies referred in (ii) and (iii) above, notwithstanding any provision in such policies to the contrary;
  - (vi) the Vessel to which the Claim relates being International Safety Management Code certified as required by the International Maritime Organisation resolution;
  - (vii) that any Claim has not arisen from any contravention by you of the rules and recommendations of the classification society with which the Vessel is classed.
- B. Where your Shipmanagement or yacht management services only extend to the provision of crew to a Vessel, the requirement for you to be named as an insured on the Protection and Indemnity and hull & machinery policies referred to in paragraphs A (ii) and (iii) above shall be waived provided you can show that you have made your best efforts to be so named.
- C. **EXCLUSION** - In addition to the exclusions contained in section 6 of this policy we will not cover you for any liability you may incur to any person, including any crew member, engaged, employed or deemed to be employed by you or the spouse, child, parent, brother, sister, relation, trust or estate of such person;

## Section 8 General Conditions

### A. United States Permissive User Liability Clause

In the event of any Authority deciding under the applicable State or Federal law of the United States of America that a third party is entitled to be indemnified under this policy as a result of using or being legally responsible for any vehicle, equipment or conveyance of any description, then the indemnity under this policy shall not exceed the minimum insurance requirements under such applicable State or Federal law.

### B. United States Oil Pollution Act Disclaimer

This policy is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this policy by you as evidence of insurance shall not be taken as any indication that we consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. We do not consent to be guarantors or to be sued directly.

### **C. Premium**

Premium must be paid to us within the terms of credit shown in the Schedule. Where a single full annual payment of premium is to be made, failure by you to pay by the date agreed shall entitle us to cancel the policy from inception upon written notification to you or your agent. Where a part payment of premium (an instalment) has been agreed, failure by you to pay such amount by the specified date shall mean the policy is automatically cancelled from inception and reinstatement shall be at our sole discretion.

### **D. Renewals and Renewal Rebate**

Before the end of the Period of Insurance you will be asked to complete a renewal questionnaire from which we anticipate (but giving no guarantee) being able to offer you terms for a new annual policy. Subject to you agreeing to such terms you will qualify for:

- (i) a rebate of 10 % of the premium paid under this policy if there are no known or reported claims during the Period of this Insurance; or
- (ii) a rebate of 5 % of the premium paid under this policy if the paid and estimated Claims under this policy do not exceed 25 % of the premium paid for this policy when the policy expires.

### **E. Limit of Indemnity**

- (i) The limit of indemnity applying to each section of cover or any standard endorsement to this policy is shown in your Schedule. This limit of indemnity may be subject to a sub-limit of indemnity for a particular Claim.
- (ii) Where there are two or more Claims attributable to the same incident or resulting from continuous or repeated exposure to the same or similar conditions the limit of indemnity and deductible applicable under this policy shall be applied as for one Claim. An aggregate limit of indemnity is the maximum amount we will indemnify you under this policy for all Claims during the Period of Insurance.
- (iii) A limit or sub-limit of indemnity shall apply to all Claims under this policy and this will include Claims Expenses covered under this policy. If no limit of indemnity is stated in your Schedule it shall be US\$250,000 in the aggregate for all Claims.
- (iv) Where one or more Claims arising from one incident are subject to a lower limit of indemnity than other Claims arising from the same incident:
  - (a) the lower limit of indemnity will be applied to those Claims to which it is applicable, but
  - (b) the total Claim including the part limited by the lower limit of indemnity will not exceed the higher limit of indemnity.

### **F. Deductible**

- (i) The deductible applying to each section of cover or standard endorsement is shown in your Schedule. This deductible may be subject to an alternative for a particular Claim.
- (ii) Where there are two deductibles which could apply to the same Claim, the higher shall prevail.

### **G. Termination**

- (i) You may terminate or request amendment to the terms of this policy by giving us 30 days notice in writing.
- (ii) We may terminate or amend the terms of this policy by giving you 30 days notice in writing.
- (iii) In the case of termination under (i) or (ii), provided no Claims have been paid or potential Claims notified, any unearned premium will be refunded less our administration costs and any reinsurance costs we cannot recover.

## H. Disclosure Obligations

Failure by you, your agent or insurance broker to disclose all material information to us or misrepresentation of material information whether deliberately or innocently prior to attachment of the policy shall entitle us to treat the policy as void from inception at our discretion. Furthermore, you shall be under a continuing duty to disclose any material change in circumstance throughout the currency of this policy and failure to do so shall similarly entitle us to treat this policy as void from inception at our discretion.

## I. Claims

- (i) In the event of any Claim made which may or could possibly result in a Claim under this policy you must;
  - (a) give us notice, as soon as possible and no later than as specified elsewhere in this policy, in writing of such Claim made;
  - (b) take all reasonable steps to avoid, minimise or mitigate a Claim, including prevention of further Claims, and maintain rights of recourse against any other party;
  - (c) not admit liability without our written permission;
  - (d) co-operate with us in handling all matters relating to a Claim including recourse against any other party.
- (ii) Without prejudice to any other provisions of this policy and without waiving any of our rights hereunder, we may at any time appoint and employ on your behalf lawyers, surveyors or other persons for the purpose of dealing with any matter liable to give rise to a Claim under this policy.
- (iii) If you submit any Claim to us knowing the Claim to be false or fraudulent in any respect whatsoever you shall forfeit your rights in relation to that Claim and also in relation to any other Claim whether prior or subsequent to the false or fraudulent Claim, and whether or not relating to the same Period of Insurance, and the policy shall be voidable at our sole discretion.

## J. Recoveries

Any amount recovered or obtained from a third party in respect of any Claim will be credited to us to the full extent of our indemnity before any balance is credited to you.

## K. Other Insurances

Where you are, irrespective of this policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages or loss which would otherwise be indemnifiable in whole or in part by us under this policy, there shall be no contribution or participation by us under this policy on the basis of any deficiency, concurrent or double insurance for such damages for which you are entitled to be indemnified by other such insurance. This condition will apply whether or not you are actually indemnified by such other insurance.

## L. Extended Reporting Period

In the event of cancellation or non-renewal of this policy of insurance by us, other than as mentioned below, you shall have the right, upon payment in full of a further 100 % of the annual premium, to have issued a further endorsement providing a 12-month Extended Reporting Period for Claims first made against you and reported to us during the Extended Reporting Period. We shall only indemnify you for Claims arising as a result of your Scheduled Insured Services provided during the Period of Insurance, and not during the Extended Reporting Period. The Extended Reporting Period is subject to all other provisions of this policy including the retroactive date as specified.

- i) In order for you to invoke the Extended Reporting Period option, payment of the additional premium for the extended period must be paid to us within 30 days of the non-renewal or cancellation.
- (ii) The limit or sub-limit of indemnity for the Extended Reporting Period shall be part of, and not in addition to, our limit or sub-limit of indemnity of for the Period of Insurance.

- (iii) The quotation by us of a different premium or deductible, limit or sub-limit of indemnity or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by us.
- (iv) The right to the Extended Reporting Period shall not be available to you where cancellation or non-renewal by us is due to;
  - (a) a material change in your operations; or
  - (b) non-payment of premium; or
  - (c) failure by you to pay such amounts in excess of the applicable limit or sub-limit of indemnity or within the amount of the applicable deductible; or
  - (d) non-compliance with any provision of this policy.
- (v) Nothing contained herein shall operate to increase our limit or sub-limit of indemnity as specified in the Schedule.

**M. Subrogation**

The principles of subrogation shall at all times apply to this policy and you shall provide all reasonable co-operation, assistance and relevant information to enable us to pursue a subrogated Claim.

**N. Assignment**

Assignment of interest under this policy shall not be valid except with our written consent.

**O. Law**

This policy of insurance shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with it should be determined by the High Court of Justice in London.

**P. Rights of Recourse**

You must not waive any rights of recourse against any agent and/or sub-contractor unless specifically agreed by us and this is noted in your Schedule.

**Q. Rights Against Insurers**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act. is deemed to be incorporated herein has applied to QBE Insurance (Malaysia) Berhad (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the said Schedule as consideration for such insurance.

**Section 9 Definitions**

Accident	A sudden event which was neither expected nor intended by you.
Authority	A duly constituted court, tribunal or government authority of competent jurisdiction acting within legal powers.
Bodily Injury	All physical or mental injury to a third party including death, disease, illness, disability or nervous shock, resulting from such physical injury.
Bullion	Gold, silver or platinum in bars or similar bulk form.
Cargo	Goods, including anything used or intended to be used to pack or secure goods (other than carrying equipment owned or leased by you), carried from one place to another place in respect of which you or your Principal contracts to provide services.

Cash	Bank notes, coins, travelers and bank cheques, drafts, credit and charge cards.
Claim	A written demand received by you made in respect of your Scheduled Insured Services, under this policy, including the service of suit or institution of arbitration proceedings, during the Period of Insurance.
Claim Expenses	<p>Legal costs and expenses incurred in the defence of any Claim(s) arising from an incident covered under this policy, including attorney's fees and disbursements, and the costs and expenses of litigation awarded to any claimant against you by way of interest on judgements, investigation, adjustment, appraisal, appeal and legal costs and expenses. These expenses may also include:</p> <ul style="list-style-type: none"> <li>a) extra costs incurred by you due to the total failure of a consignee to collect or remove Cargo at the place of delivery;</li> <li>b) extra costs incurred by you sending misdirected Cargo to the correct destination. Such costs will not be for air transport unless the original transport contract included air transportation.</li> <li>c) costs incurred by you for quarantine, fumigation or disinfection arising other than in the normal course of business.</li> </ul> <p>Claims Expenses shall not include fees, salaries or retainers for salaried employees and employed counsel and your administrative expenses unless our prior agreement has been obtained.</p>
Customer	Any person for whom you provide services, whether directly or through your subcontractors.
Extended Reporting Period	Shall be the 12-month period of time after the end of the Period of Insurance for reporting Claims which take place prior to the end of the Period of Insurance and as otherwise covered by this policy.
Insured	As identified in the Schedule hereto, and partner, executive officer, managing employee, director, president, vice-president thereof while acting within the scope of the duties bestowed on that person by the Insured.
Insured Services	Shall be those services for which you have requested to be insured and have been granted coverage by us as identified in your Schedule. Also see Section 2.
Period of Insurance	The duration of the policy which is shown in the Schedule, but not including the extended notification period or the Extended Reporting Period.
Principal	Any person, company or organisation who you agree to represent as agent or broker.
Protection and Indemnity Policy	A policy of insurance provided to the owner or operator of a ship including but not limited to cover for third party, crew, collision, carriage of goods, fines and pollution liabilities.
Schedule	The Schedule we issue to you evidencing the terms, conditions and premium for this insurance.

Seepage, Pollution and Contamination	The emission, discharge, disposal, release or escape of smoke, vapour, soot, dust, liquid, gas, petroleum substance or derivative, chemical or waste material or toxic material of any kind into or upon land, sea, the atmosphere, or any watercourse or body of water.
Shipmanagement service	Includes technical, operational, crew, accounting and commercial services and in arranging and handling insurance matters for a Vessel.
Vessel	Includes ship, boat (whether self propelled or not), craft, hovercraft and any description of watercraft or structure for use in navigation on, under or over water.
Year 2000 conformity	Neither performance nor functionality is affected by dates prior to, during and after the year 2000. In particular:  a) No value for current date will cause any interruption in operation. b) Date-based functionality must have consistency for dates prior to, during and after the year 2000. c) In all interfaces and date storage, the century in any date must be specified explicitly or by unambiguous algorithms or inferencing rules. d) Year 2000 must be recognised as a leap year.
Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include individuals, partnerships, corporations and associations.	

## PREMIUM WARRANTY CLAUSE

1. Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to Clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, Endorsement or Cover Note that any premium due must be paid and actually received in full by the company, the registered broker or registered agent through whom this policy was effected :-

- a) when the period of insurance is 60 days or more, within SIXTY (60) days from the:-
- i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - ii) EFFECTIVE date of the coverage stated on each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement; or
  - iii) ISSUANCE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before the issuance date;

OR

- b) where the total premium under any single Policy exceeds S\$50,000/- and the company has allowed payment of that premium by instalments, within SIXTY (60) days from the :-
- i) INCEPTION date of the cover under the Policy, Renewal Certificate or Cover Note for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable and
  - ii) EFFECTIVE date of coverage of any Endorsement issued under such Policy, for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable

OR

- c) when the period of insurance is LESS than SIXTY (60) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.

In the event any of the abovementioned premium is not paid in full to the company, registered broker or registered agent as described above in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the company will be entitled to a pro-rata time on risk premium subject to a minimum of S\$25/-.

## Standard endorsements – which apply ONLY if shown in your Schedule

### ENDORSEMENT 1

#### Liability For Misdirected Claims Against You As An Agent

- A. Subject to the Claims made provision set out in section 1, if you provide ship agency, ship broking or Shipmanagement services to a Principal, we will indemnify you for any Claim for which you may be deemed or adjudged to be liable:
- i) to a third party arising from an accident for which legal liability would in the normal course of Vessel operations be covered by the Protection and Indemnity policy of your Principal's Vessel; or,
  - ii) under a contract into which you entered, within the scope of your Insured Services, believing that you were acting "as your Principal's agent only", provided that you can prove to our satisfaction that you did not intend to contract in your own name.
- B. This endorsement is subject to all other provisions of the policy.
- C. Nothing contained herein shall operate to increase our limit or sub-limit of indemnity as specified in the Schedule.

### 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,  
No. 9, Jalan PJS 8/9, 46150 Petaling Jaya,  
Postal Address P.O. Box 10637, 50720 Kuala Lumpur, MALAYSIA.  
Phone: +603-7861 8400 Fax: +603-7873 7430  
SST Reg No: B16-1808-31042744  
[www.qbe.com/my](http://www.qbe.com/my)

#### Branch:

- Penang • Ipoh • Malacca • Johor Bahru
- Kuching • Kota Kinabalu • Sandakan