



PA Protector Personal Accident Insurance Policy

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).

PA PROTECTOR PERSONAL ACCIDENT INSURANCE POLICY

THE COVER

A. Where the Insurance is wholly for purposes unrelated to Your trade, business or profession, the following applies:

Consumer Insurance Contracts

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. However, in the event of any precontractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

B. Where the Insurance is for purposes related to Your trade, business or profession, the following applies:

Non-Consumer Insurance Contracts

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.

A. DEFINITIONS

In this Policy

1. **"Accident or Accidental"** means a fortuitous, sudden, unforeseen, unintentional and violent event, resulting directly and independently from the action of a visible external cause which occurs at an identifiable time and place during the Period of Insurance.
2. **"Acts of Terrorism"** means an act or threat thereof, including but not limited to the use of force or violence against any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In the event any portion of this cover is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. **"Child/Children"** means the biological or legally adopted/step child of the Insured Person who has attained the minimum age of thirty (30) days and is an unmarried person, is financially dependent upon the Insured Person up to the age of sixteen (16) years or twenty three (23) years for those registered as a full time student at an Educational Institution.
4. **"Company"** means QBE Insurance (Malaysia) Berhad (161086-D).
5. **"Death"** means death arising directly or indirectly from an Accident.
6. **"Disability"** means a physical or mental condition that limits an Insured Person's movements, senses or activities arising directly or indirectly from an Accident.
7. **"Educational Institution"** means any school, vocational institute, polytechnic, college, university, or institute of higher learning which is operated by the government or licensed to provide educational services by trained and qualified teachers which recognised by the Government of Malaysia.
8. **"Eligibility"** refers to the age of entry for the Insured Person to qualify for cover under this Policy. Except for Child/ Children as defined earlier, the Insured Person must be aged from sixteen (16) years to sixty-five (65) years with renewal option up to seventy-five (75) years during Period of Insurance. The age of the Insured Person shall be determined by his/her last birth date.
9. **"Hijack"** means the unlawful seizure and control of a Public Conveyance from the regular crew by use or threat of use of violent means.
10. **"Home"** means the usual place of residence of the Insured Person in Malaysia.
11. **"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.
12. **"Insured Person"** means person named or described in the Schedule and/or Policy and who must be a Malaysian, Malaysian permanent resident, work permit holder, pass holder or otherwise legally employed in Malaysia and/or his/her spouse and Children who are legally residing in Malaysia.
13. **"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 occurs during the Period of Insurance.
14. **"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.
15. **"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.
16. **"Pandemic"** is an outbreak of a disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population.

17. **“Permanent Disablement”** means Disability (ies) which are described under Item 1.2 of Part 1 – Personal Accident Benefits under this Policy.
18. **“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 and any subsequent duration (Auto Renewal) to which the Policyholder shall have paid and the Company shall have accepted a Renewal Premium.
19. **“Personal Effects”** mean articles or items carried or worn by the Insured Person.
20. **“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.
21. **“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).
22. **“Principal Sum Insured”** means the sum insured in respect of Death/Permanent Disablement which varies according to the type of plan purchased by the Insured Person. It excludes Renewal Bonus and Double Indemnity as described under Item 2.2 and 2.17 of Part 2 – Extended benefits of this Policy.
23. **“Sickness, Disease or Illness”** shall mean 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.
24. **“Temporary Partial Disablement”** means disability which prevents the Insured Person from attending to a substantial part of his usual occupation, profession or business.
25. **“Temporary Total Disablement”** means disability which entirely prevents the Insured Person from engaging in his usual occupation, profession or business.
26. **“The Benefit”** means the sum set out under the Schedule of Benefits against the relevant Benefit provided that no compensation stipulated in the Schedule of Benefits shall be payable under Benefit Item 1.1 or 1.2 unless the Death or Permanent Disablement takes place within 12 calendar months of an Accident.
27. **“Total Sum Insured”** The sum of Principal Sum Insured plus Renewal Bonus (if any).

B. BENEFITS

1. PERSONAL ACCIDENT BENEFITS

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:

- | | |
|--|--|
| 1.1 Death (within twelve (12) - months from the date of the accident) | The Principal Sum Insured as stipulated in the Schedule of Benefits attached hereto will be payable by the Company. |
| 1.2 Permanent Disablement - (Bodily injury within twelve (12) months from the date of the accident) | The following percentages of the Principal Sum Insured as stipulated in the Schedule of Benefits attached hereto will be payable by Company. |

Disability	% of Principal Sum Insured
Loss of two limbs	100%
Loss of both hands or of all fingers and both thumbs	100%
Total loss of sight of one eye or both eyes	100%
Total Paralysis	100%
Complete and incurable insanity	100%
Injuries resulting in being permanently bedridden	100%
Any other Injury causing permanent total disablement	100%
Loss of one arm between or at shoulder to wrist	100%
Loss of one leg between or at hip to ankle	100%
Loss of both feet	100%
Loss of foot	55%
Loss of sight of eye except perception of light	55%
Loss of lens of eye	55%
Loss of four fingers and thumb of one hand	70%
Loss of four fingers	60%
Loss of thumb -	a) both phalanges 25%
	b) one phalanx 25%
Loss of index finger -	a) three phalanges 10%
	b) two phalanges 10%
	c) one phalanx 10%
Loss of middle finger -	a) three phalanges 6%
	b) two phalanges 6%
	c) one phalanx 6%
Loss of ring finger -	a) three phalanges 6%
	b) two phalanges 6%
	c) one phalanx 6%
Loss of little finger -	a) three phalanges 4%
	b) two phalanges 4%
	c) one phalanx 4%
Loss of metacarpals -	a) first or second (additional) 3%
	b) third, fourth or fifth (additional) 2%
Loss of toes -	a) all 5%
	b) great, both phalanges 5%
	c) great, one phalanx 5%
	d) other than great, if more than one toe lost, each 3%
Loss of hearing -	a) both ears 75%
	b) one ear 30%
Loss of speech	75%

In the event that the Injury does not come within any of the items specified in item 1.2 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. RENEWAL BONUS

If the Policy is renewed without any interruption of cover for a period of 12 months subsequent to the first period of insurance described in the Schedule of Benefits attached, then at each such renewal up to a maximum of five (5) renewals, a renewal bonus of 20% of the original Principal Sum Insured at the inception of this policy for Benefit 1.1 and 1.2 will be added to the respective Benefit 1.1 and 1.2 provided that:

- a. No claim had been made for Benefit 1.1 or 1.2 under this Policy in the previous period of insurance;
- b. this policy must be continuous and has not lapsed, terminated or cancelled at any time during the period of insurance in a given year.
- c. any accumulated renewal bonus under this Policy will be forfeited in the event a claim is made under Benefit 1.1 or 1.2 and computations for future Renewal Bonus will begin anew from the next renewal date of this Policy.
- d. the payment of Renewal Bonus in addition to the Principal Sum Insured shall only be applicable under Benefit 1.1 and 1.2.

3. DOUBLE INDEMNITY

The company will pay double the Principal Sum Insured if the Insured Person suffers the below due to Accident:

- a. Permanent Disablement due to total loss/ loss of use of two limbs; or
- b. Permanent Disablement due to total paralysis from the neck down; or
- c. Death arising from an injury whilst travelling on any mode of public transport as a fare-paying passenger or while travelling overseas

Travelling overseas in this context would mean the following:

- i. If Insured Person is a Malaysian – Insured Person is travelling out of Malaysia. If Insured Person also has a permanent residence in another country, then this benefit is only applicable if Insured Person is travelling out of Malaysia and out of that country in which the Insured Person has permanent residence.
- ii. If Insured Person is a Malaysian legally employed in a foreign country – Insured Person is travelling out of Malaysia and out of the country in which he/she is employed.
- iii. If Insured Person is a Non-Malaysian – Insured Person is travelling out of Malaysia and out of the Insured Person's country of origin.

NOTE: Double Indemnity is applicable for either 3 (a), (b) or (c) above, and are not for all three.

4. THE MAXIMUM PAYABLE AMOUNT

The Principal Sum Insured with the inclusion of Renewal Bonus with Double Indemnity payout shall not exceed RM6,000,000 in the aggregate for Benefit 1.1 and 1.2.

5. PERMANENT IMPOTENCY OR FERTILITY

The Company will pay the Insured Person the amount as specified in the Schedule of Benefits if an Insured Person suffers Impotency or Infertility due to an Accident, provided it is certified by a Medical Practitioner.

6. BLOOD TRANSFUSION

The Company will pay the Insured Person the amount as specified in the Schedule of Benefits if the Insured Person contracts Human Immunodeficiency Virus (HIV) as a result of a Blood Transfusion whilst the Insured Person is undergoing medical treatment for Injury or Illness in a Hospital within Malaysia.

Compensation under Blood Transfusion shall only be payable if the Insured Person is positively diagnosed with Human Immuno-deficiency Virus (HIV) within two (2) years from the date of the blood transfusion.

7. MEDICAL EXPENSES

In the event that an Insured Person sustains an Injury caused by Accident which solely, directly and independently of any other cause or having contracted Dengue, Malaria or Japanese Encephalitis, Zika Virus and Chikungunya which 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 under the selected plan as stipulated in the Schedule of Benefits.

Medical Expenses, other than expenses incurred for Hospital (including Room and Board), clinical, medical and surgical treatments, it shall also include expenses incurred for treatment services rendered by Chiropractor or Bonesetter, Chinese Sinseh or any other form of professional services rendered in the form of traditional treatment which including medicine as a result the Insured Person sustains an Injury caused by an Accident, subject to the sub-limit of RM500.00 Any One Accident.

Compensation under Medical Expenses shall be payable only if such medical or surgical or traditional treatment is provided to the Insured Person by a legally licensed Practitioner within two (2) years after the date of Accident, provided that the first expense is incurred within twenty-six (26) weeks after the date of Accident.

8. AMBULANCE FEE

The Company will reimburse charges incurred up to the amount stated in the Schedule of Benefits for necessary ambulance services rendered as a result of an Injury.

9. BEREAVEMENT EXPENSES

In the event of the Death of an Insured Person is directly arising from Dengue, Malaria or Japanese Encephalitis, Zika Virus and Chikungunya, the Company will pay to the Insured Person's legal personal representative, the amount as specified in the Schedule of Benefits as a Bereavement Allowance upon the acceptance of the required documents substantiating the event.

10. FUNERAL EXPENSES

The Company will pay to the next-of-kin or legal representative of the Insured Person the amount as specified in the Schedule of Benefits for funeral expenses in the event of Death arising from an Injury caused by an Accident.

11. DENTAL OR COSMETIC CORRECTIVE SURGERY

In addition to the Medical Expenses, the Company will reimburse up to the amount stated in the Schedule of Benefits for any expenses incurred for corrective dental and/or corrective surgical operation as a result of an Injury, provided such dental correction or cosmetic surgery is performed by a licensed orthodontist or cosmetic surgeon.

12. KIDNAP BENEFIT

The Company will pay a lump sum of RM5,000.00 for necessary expenses incurred by the Insured Person's family to recover the Insured Person and also offer a reward of RM25,000.00 for information leading to the recovery of the Insured Person provided that the Insured Person is alive at the time of recovery. The payment of this benefit is subject only upon verification and confirmation by the police that a ransom has been demanded by the kidnappers for the return of the Insured Person. Where no demand of ransom has been made, the Company has absolute discretion whether or not to make any payment under this benefit. The Principal Sum Insured will be paid in full if the kidnapped Insured Person is not recovered after a period of twelve (12) calendar months from the date of the kidnap.

If at any time after the payment has been made, the Insured Person is found to be living, any sums paid in settlement of the claim shall be refunded to the Company.

13. MISCARRIAGE DUE TO MOTOR VEHICLE ACCIDENT

In the event the Insured Person suffers a miscarriage as a result of a motor vehicle Accident, whether as a pedestrian, passenger, pillion or driver/rider, the Company will pay the Insured Person the amount as specified in the Schedule of Benefits.

14. PROTHESES / WHEELCHAIR

In the event the Insured Person suffers Permanent Disablement due to an Injury, the Company will pay up to the amount stated in the Schedule of Benefits for the actual cost of purchasing a wheelchair, artificial arm or leg and/or crutches as recommended by the attending specialist or surgeon.

15. OUT OF POCKET EXPENSES

The Company will reimburse up to the amount stated in the Schedule of Benefits for cost incurred while the Insured Person is hospitalized due to an Accident for a period exceeding 14 consecutive days.

16. REPATRIATION EXPENSES

The Company will reimburse the next-of-kin or legal representative of the Insured Person up to the amount stated in the Schedule of Benefits for repatriation expenses incurred in sending the Insured Person's mortal remains back to the Insured Person's Home country if the Insured Person's death is due to an Injury whilst travelling outside his/her Home country.

17. SNATCH THEFT

In the event of loss or damage to the Insured Person's Personal Effects due to snatch theft, the Company will compensate up to the amount stated in the Schedule of Benefits, subject to a police report being lodged. The police report must be made within twenty (24) hours of the occurrence.

18. PERSONAL LIABILITY

The Company will indemnify the Insured Person up to the amount specified in the Schedule of Benefits if the Insured Person shall become legally liable to pay to third parties in respect of accidental bodily Injury or accidental damage to property. The territorial limit of this benefit is worldwide whereas the jurisdiction is within Malaysia only.

19. TERRORISM

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy is extended to include cover for Acts of Terrorism other than for loss, damage, Death, Injury, illness, cost or expenses of whatsoever nature directly or indirectly caused by, contributed by, resulting from or in connection with any Acts of Terrorism involving the use or release of the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

The cover also excludes loss, damage, Death, Injury, illness, 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 involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

Burden of Proof:

If the Company alleges that by reason of this endorsement, any loss, damage, cost or expenses is not covered by this policy, the burden of proving the contrary shall be upon the Insured Person.

20. OPTIONAL WEEKLY BENEFIT

20.1 Temporary Total Disablement

In the event of an Accident which directly results in the Temporary Total Disablement of the Insured Person within 30 days from the date of the Accident, the Company shall pay the weekly benefit as specified in the Schedule of Benefits up to a maximum of 52 weeks per any one Accident, effective from the date of confirmation of such temporary disability by a Medical Practitioner.

20.2 Temporary Partial Disablement

In the event of an Accident which directly results in the Temporary Partial Disablement of the Insured Person within 30 days from the date of the Accident, the Company shall pay the weekly benefit as specified in the Schedule of Benefits up to a maximum of 52 weeks per any one Accident, effective from the date of confirmation of such temporary disability by a Medical Practitioner.

The Company will not pay the weekly benefit:

- i. for any period of Temporary Total/ Partial Disablement when Permanent Disablement is payable under the same Accident.
- ii. in excess of 52 weeks from the date of Accident.
- iii. for any period less than a week.
- iv. if the Insured Person is unemployed, retired or homemaker,
- v. if the Insured Person is a Child.

C. EXTENSIONS

1. Amateur Sports

It is hereby declared and agreed that this policy is extended to cover Death, Permanent Disablement and/or bodily injury sustained while the Insured Person is engaging in any sporting activities (apart from caving, parachuting, hand-gliding, mountaineering requiring ropes or guides as defined herein) as an amateur for social and pleasure purpose only up to the amount stated in the Schedule of Benefits.

2. Coma

If an Insured Person has been in a coma state for at least twelve (12) consecutive calendar months due to an Accident, upon certification by a Medical Practitioner, the Company will pay 100% of the Principal Sum Insured. However, the Company reserves the rights to recover the payment made if the Insured Person regains consciousness provided that a 10% deduction be made of the aforesaid payment for each year the Insured Person was in a coma state.

3. Disappearance

If the body of an Insured Person is not found after a period of twelve (12) calendar months has lapsed from the date of reported disappearance and the Company after having examined all evidence available shall have no reason to suppose other than that an Accident has occurred which in all probability has resulted in the death of the Insured Person, the disappearance of the Insured Person shall be considered to constitute a claim under this Policy and the Principal Sum Insured of 100% shall be payable. However, if at any time after payment has been made, the Insured Person is found to be living, any sums paid by the Company in settlement of the claim shall be fully refunded to the Company.

4. Drowning

It is hereby declared and agreed that this policy is extended to cover Death, Permanent Disablement and/or bodily injury resulting from drowning.

5. Exposure

Subject to examination by the Company which proves that an Insured Person died of exposure to the natural elements as a result of an Accident, the death of the Insured Person shall be considered to be covered under the Policy and the Principal Sum Insured of 100% shall be payable by the Company.

6. Food or Drink Poisoning

It is hereby declared and agreed that this policy is extended to cover bodily injury resulting from food or drink poisoning.

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

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

8. Hijacking

It is hereby declared and agreed that this policy is extended to cover Death, Permanent Disablement and/or bodily injury sustained by the Insured Person as a result of Public Conveyance in which he is travelling in is the subject of an act of Hijack.

9. Motorcycling

It is hereby declared and agreed that this policy is extended to cover Death, Permanent Disablement and/or bodily injury sustained by the Insured Person while travelling on a motorcycle (whether as rider or pillion-rider). The Insured Person must be wearing a safety helmet and not engaging in or practicing for racing and hill climbing contests and reliability trails and speed or duration testing.

10. Natural Disasters

It is hereby declared and agreed that this policy is extended to cover Death, Permanent Disablement and/or bodily injury as within defined caused as a result of natural disasters including flood, fire, lightning, tidal wave, hurricane, cyclone, earthquake, windstorm, volcanic eruption and typhoon.

11. Strike, Riot and Civil Commotion

It is hereby declared and agreed that this policy is extended to cover Death, Permanent Disablement and/or 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.

12. Suffocation by Smoke or Poisonous Fumes

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

13. Unprovoked Murder or Unprovoked Assault

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

D. GENERAL EXCLUSIONS

This Policy does not cover Death or any Disability/Injury, which is caused directly or indirectly by or which results from or in connection with:

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:
 - 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 except under the supervision of a qualified diving instructor or not exceeding fifty (50) meters in depth;
 - 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. any criminal/unlawful act.
4. Insanity, mental defect, infirmity, suicide (whether felonious or not), intentional self-inflicted injuries or any attempt thereat.
5. Childbirth, pregnancy or miscarriage or any complications thereof notwithstanding that such event may have been accelerated or induced by Accident.
6. Dengue, Malaria or Japanese Encephalitis, Zika Virus and Chikungunya and any other form of sickness, disease and illness, except for Benefit 7 (Medical Expenses) and 9 (Bereavement Expenses).
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 form of sickness, disease, illness, infection or parasites, which including but not limited to hernia, by fits, illness or 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). However, the named diseases specifically mentioned under Benefits 6 may be covered under specific circumstances as detailed therein.

9. Provoked murder or assault.
10. Workmen's Compensation Legislation.
11. Pre-Existing Conditions.
12. Liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person notwithstanding such agreement.
13. Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured Person or for compensation claimed from the Insured Person by an injured person or dependent under any Workmen's Compensation legislation.
14. Liability in respect of injury to any person who is a member of the Insured Person's own family or a member of the Insured Person's household.
15. Liability in respect of damage to property belonging to or in the charge or under the control of the Insured Person or of any servant or agent of the Insured Person.
16. Liability in respect of injury or damage caused by or in connection with or arising from:
 - (a) The ownership or possession or use by or on behalf of the Insured Person of any animal (other than a dog or cat), aircraft, motorcycle, vehicle, vessel or craft of any kind;
 - (b) The ownership or possession or use by or on behalf of the Insured Person of any land or building;
 - (c) Any employment, profession or business of the Insured Person or anything done in connection therewith or for the purpose thereof.
17. Liability for any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, mutiny, popular uprising, strike, riot or civil commotion.
18. No compensation will be made for any form of sickness, disease and illness under Benefit 7 (Medical Expenses) and 9 (Bereavement Expenses) in the event of it is declared as an Pandemic by the Government or Authorities of the country/ area.
19. Infectious or Contagious Disease Exclusion during a PHEIC (LMA 5500)
 - (a) 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).
 - (b) 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).
 - (c) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
 - (d) 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.

E GENERAL CONDITIONS

1. 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.

2. Cancellation

The Policyholder may cancel the Policy at any time by notifying the Company in writing. Cancellation shall become effective on the date the notice is received by the Company, or the date specified in the notice, whichever latter. The Company may cancel this Policy or any section by sending seven (7) days' notice by recorded delivery letter or registered letter to the Policyholder's last known address. Proof of such mailing shall be deemed as a discharge of duty on notice of cancellation. The Company shall return a pro-rata unused portion of the premium received and the return of premium will depend on how long the Policy has been in force. Such cancellation shall be without prejudice to any claim originating prior thereto. There will be no refund of premium for the unexpired Period of Insurance upon cancellation of the Policy by either party for Policy where there is a claim registered and/or paid under the policy or in the event that the refund of premium is less than RM10.

3. Change of Occupation

The Policyholder shall give immediate written notice to the Company of any change in the Insured Person's occupation and shall pay additional premium if required.

4. Claims Procedure

Immediate notice shall be given to the Company any occurrence likely to give rise to a claim under this Policy within thirty (30) days of any occurrence likely to give rise to a claim under the Policy, a detailed statement in writing describing the occurrence shall be delivered to the Company.

5. Fraud

If any claim under this policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used to obtain The Benefits under this policy, the Company shall have no liability of such claim.

6. Maximum Principal Sum Insured

The Insured Person shall not be insured for a Principal Sum Insured of more than RM1,500,000 under one or more QBE PA Protector Policy. In the event of the Insured Person being insured at a Principal Sum Insured of more than RM1,500,000 collectively under two or more QBE PA Protector Policies, QBE will consider the Insured Person to be insured at a Principal Sum Insured of RM1,500,000.

The Company will refund any excess insurance premium payment which may have been made by the Insured.

For the purpose of this condition six (6), the Principal Sum Insured shall mean the amount of Principal Sum Insured not taking into consideration the Renewal Bonuses earned, if any.

7. Policy Commencement on Payment of Premium

This Insurance shall not commence until the premium has been actually paid to and accepted by the Company and no payment in respect of any premium shall be deemed to be payable to the Company unless a printed form of receipt signed by a duly authorized representative of the Company shall have been issued thereof.

8. Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Policyholder shall at his own expense furnish to QBE such Certificate, information and/or evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Policyholder to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate, or on the event of his disappearance following an Accident or the total loss of a vessel or aircraft, by a court order presuming his death.

9. Renewal Procedure

Before renewing this policy, the Policyholder shall give written notice to the Company any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting the Insured Person. This Policy shall not in any event be renewable when an adult Insured Person attains the age of seventy-five (75) years. For Child/Children of the Insured Person who is an unmarried person, is financially dependent upon the Insured Person up to the age of sixteen (16) years or twenty-three (23) years for those registered as a full-time student at an Educational Institution.

10. Residence Overseas

Only Death and Permanent Disablement Benefits (Principal Sum Insured inclusive of Renewal Bonus) will be payable should the Insured Person reside outside of Malaysia, Singapore and Brunei for more than ninety (90) consecutive days. No compensation will be made for all other benefits.

11. 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/NOTA PENTING:

1. Privacy Statement

By giving personal data to purchase this Policy, you give us permission for its use as described below:-

- To facilitate the performance of the function as an insurance company
- To collect, use and disclose your personal data to selected third parties in or outside Malaysia, in accordance with Privacy Policy Statement which is posted at our website www.qbe.com/my.

Kenyataan Privasi

Dengan memberikan data peribadi untuk membeli Polisi ini, anda memberi kami kebenaran untuk penggunaannya seperti yang diterangkan di bawah:-

- *Untuk memudahkan pelaksanaan fungsi sebagai syarikat insurans*
- *Untuk mengumpul, menggunakan dan mendedahkan data peribadi anda kepada pihak ketiga terpilih di dalam atau di luar Malaysia, menurut Notis Perlindungan Data Peribadi yang disiarkan di laman web kami www.qbe.com/my.*

You may request to correct your personal data by contacting our customer service department. Such information will only be granted after verification. 'Personal Data' has a meaning assigned to it under the Personal Data Protection Act 2010 (PDPA). Please visit our website at www.qbe.com/my for the further details.

Anda boleh meminta untuk membetulkan data peribadi anda dengan menghubungi bahagian perkhidmatan pelanggan kami. Maklumat sedemikian hanya akan diberikan selepas pengesahan. 'Data Peribadi' mempunyai makna yang diberikan kepadanya di bawah Akta Perlindungan Data Peribadi 2010 (PDPA). Sila layari laman web kami di www.qbe.com/my untuk maklumat lanjut.

2. You need to read your 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 us immediately and return this Policy to us for alteration.

Anda perlu membaca Polisi ini dengan teliti, dan jika terdapat sebarang ralat atau perihalan yang salah di sini, atau jika perlindungan tidak mengikut kehendak anda, anda harus memaklumkan kami dengan segera dan mengembalikan Polisi ini kepada kami untuk dipinda.

If You have any complaints relating to this Policy, please contact us at the following address:

Jika Anda mempunyai sebarang aduan berkaitan Polisi ini, sila hubungi kami di alamat berikut:

COMPLAINTS MANAGEMENT UNIT

QBE Insurance (Malaysia) Berhad,

No. 638, Level 6 & 7, 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

3. If you are not satisfied with the course of action taken or decision made by us, you may seek recourse through:

Jika anda tidak berpuas hati dengan tindakan yang diambil oleh Syarikat atau keputusan yang dibuat oleh Syarikat, anda boleh mendapatkan bantuan melalui:

- a) Financial Markets Ombudsman Service / *Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)*
(formerly known as Ombudsman for Financial Services) / *(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)*
Company No: 200401025885
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
General Line: +603 2272 2811
Website: www.fmos.org.my

Or where your complaint does not fall within the purview of FMOS,

Atau di mana aduan anda tidak termasuk dalam bidang kuasa FMOS,

- b) BNMLINK
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Website: bnm.gov.my/BNMLINK

4. In event of any changes to your contact details or declarations previously given that may affect the insurance provided, please notify us immediately to ensure uninterrupted coverage and communication. If you have any other enquiries, please visit our website at <https://www.qbe.com/my> for the contact details.

Sekiranya terdapat sebarang perubahan pada butiran perhubungan atau pengisytiharan anda yang diberikan sebelum ini yang mungkin menjejaskan lindungan insurans, sila maklumkan kepada kami dengan segera untuk memastikan perlindungan dan komunikasi tidak tergendala. Jika anda mempunyai pertanyaan lain, sila layari laman web kami di <https://www.qbe.com/my> until maklumat perhubungan.

5. QBE Insurance (Malaysia) Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.

QBE Insurance (Malaysia) Berhad dilesenkan di bawah Akta Perkhidmatan Kewangan 2013 dan dikawal selia oleh Bank Negara Malaysia.