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 BENEFIT FROM YOUR POLICY.”
# QBE PROFESSIONAL INDEMNITY
## (FOR FINANCIAL ADVISORS)

## Contents

### A. THE COVER

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1 - INSURING CLAUSES</td>
<td>1</td>
</tr>
<tr>
<td>1.1 Acts, Errors or Omissions</td>
<td>1</td>
</tr>
<tr>
<td>1.2 Costs and Expenses</td>
<td>1</td>
</tr>
<tr>
<td>SECTION 2 - AUTOMATIC EXTENSIONS</td>
<td>1</td>
</tr>
<tr>
<td>2.0 PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>2.1 Estates and Legal Representatives</td>
<td>1</td>
</tr>
<tr>
<td>2.2 Former Insured Persons</td>
<td>1</td>
</tr>
<tr>
<td>2.3 Intellectual Property</td>
<td>1</td>
</tr>
<tr>
<td>2.4 Joint Venture Liability</td>
<td>1</td>
</tr>
<tr>
<td>2.5 Libel and Slander</td>
<td>1</td>
</tr>
<tr>
<td>2.6 Loss of Documents</td>
<td>1</td>
</tr>
<tr>
<td>2.7 Newly Created or Acquired Entity or Subsidiary</td>
<td>1</td>
</tr>
<tr>
<td>2.8 Run-Off Cover for Insured Entity</td>
<td>2</td>
</tr>
</tbody>
</table>

### B. EXCLUSIONS

<table>
<thead>
<tr>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prior or Pending</td>
<td>2</td>
</tr>
<tr>
<td>2. Absolute Asbestos</td>
<td>2</td>
</tr>
<tr>
<td>3. Assumed Duty or Obligation</td>
<td>2</td>
</tr>
<tr>
<td>4. Bankers Bond Insurance</td>
<td>2</td>
</tr>
<tr>
<td>5. Billings</td>
<td>2</td>
</tr>
<tr>
<td>6. Breach of Investment Mandate</td>
<td>2</td>
</tr>
<tr>
<td>7. Conflict of Interest</td>
<td>3</td>
</tr>
<tr>
<td>8. Corporate or Merchant Banking Services</td>
<td>3</td>
</tr>
<tr>
<td>9. Fines and Penalties</td>
<td>3</td>
</tr>
<tr>
<td>10. Fraud and Dishonesty</td>
<td>3</td>
</tr>
<tr>
<td>11. Government</td>
<td>3</td>
</tr>
<tr>
<td>12. Insolvency of the Insured or Financial Institution</td>
<td>3</td>
</tr>
<tr>
<td>13. Investment Performance</td>
<td>3</td>
</tr>
<tr>
<td>14. Nuclear</td>
<td>3</td>
</tr>
<tr>
<td>15. Provision of Legal Services</td>
<td>4</td>
</tr>
<tr>
<td>16. Retroactive Date</td>
<td>4</td>
</tr>
<tr>
<td>17. Related or Associated Entities</td>
<td>4</td>
</tr>
<tr>
<td>18. Shareholder Actions</td>
<td>4</td>
</tr>
<tr>
<td>19. Supply of Goods</td>
<td>4</td>
</tr>
<tr>
<td>20. Terrorism</td>
<td>4</td>
</tr>
<tr>
<td>21. War</td>
<td>4</td>
</tr>
</tbody>
</table>

### C. CLAIMS CONDITIONS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Reporting and Notice</td>
<td>4</td>
</tr>
<tr>
<td>2. Claims Mitigation and Co-operation</td>
<td>4</td>
</tr>
<tr>
<td>3. Defence and Settlement</td>
<td>4</td>
</tr>
<tr>
<td>4. Insured’s Right to Contest</td>
<td>5</td>
</tr>
<tr>
<td>5. Legal Counsel Clause</td>
<td>5</td>
</tr>
<tr>
<td>6. Notification of Circumstance</td>
<td>5</td>
</tr>
<tr>
<td>7. Subrogation</td>
<td>5</td>
</tr>
</tbody>
</table>

### D. GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Accreditation of Advisors</td>
<td>5</td>
</tr>
<tr>
<td>2. Alteration to Risk</td>
<td>5</td>
</tr>
<tr>
<td>3. Assignment of Interest</td>
<td>5</td>
</tr>
<tr>
<td>4. Cancellation</td>
<td>5</td>
</tr>
<tr>
<td>5. Deductible</td>
<td>5</td>
</tr>
<tr>
<td>6. Jurisdictional Cover</td>
<td>6</td>
</tr>
<tr>
<td>7. Limit of Indemnity</td>
<td>6</td>
</tr>
<tr>
<td>8. Other Insurance</td>
<td>6</td>
</tr>
<tr>
<td>9. Policy Construction and Interpretation</td>
<td>6</td>
</tr>
<tr>
<td>10. Territorial Cover</td>
<td>6</td>
</tr>
<tr>
<td>11. Premium Warranty</td>
<td>6</td>
</tr>
</tbody>
</table>

### E. DEFINITIONS

<table>
<thead>
<tr>
<th>Definition</th>
<th>Page</th>
</tr>
</thead>
</table>


A. THE COVER

Preamble
In consideration of payment of the Premium, QBE will provide indemnity in accordance with, and subject to, the terms of this Policy.

SECTION 1 - INSURING CLAUSES

1.1 Acts, Errors or Omissions
QBE agrees to indemnify the Insured against legal liability for any Claim for compensation first made against the Insured during the Period of Insurance and which is notified in writing to QBE during the Period of Insurance, for breach of professional duty in the conduct of the Professional Business Practice carried on by or on behalf of the Insured by reason of any negligent act, error or omission committed or alleged to have been committed on the part of the Insured.

1.2 Costs and Expenses
QBE agrees to pay the Costs and Expenses incurred with the written consent of QBE in the defence or settlement of any Claim covered under Insuring Clause A1.1 Acts, Errors or Omissions or under any applicable extension, PROVIDED ALWAYS THAT such Costs and Expenses shall be part of and not in addition to the Limit of Indemnity.

SECTION 2 - AUTOMATIC EXTENSIONS

2.0 PREAMBLE
QBE shall provide indemnity as is available under this section, for nil additional premium, PROVIDED ALWAYS THAT:

(a) each extension is subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise stated herein);

(b) the inclusion of any extension shall not increase the Limit of Indemnity.

2.1 Estates and Legal Representatives
QBE agrees to provide coverage to the estates, heirs, legal representatives or assigns of any Insured in the event of the death or incapacity of such Insured. PROVIDED ALWAYS THAT such persons shall observe and be subject to all the terms of this Policy insofar as they can apply.

2.2 Former Insured Persons
QBE agrees that Insured shall include any former principal, partner, director or Employee of the Insured. However this shall apply only to legal liability incurred by such former principal, partner, director or Employee of the Insured in the conduct of the Professional Business Practice whilst a principal, partner, director or Employee of the Insured.

2.3 Intellectual Property
QBE agrees to provide coverage in respect of any Claim made against the Insured for any unintentional infringement of copyright, trademarks, registered designs or patents, or any plagiarism, or breach of confidentiality.

2.4 Joint Venture Liability
QBE agrees to provide coverage in respect of any Claim made against the Insured or for that proportion of any legal liability which attaches to the Insured arising out of any activities in which the Insured is engaged as a joint venturer or as a partner in the conduct of the Professional Business Practice.

2.5 Libel and Slander
QBE agrees to provide coverage in respect of any Claim made against the Insured, by any person, for libel or slander by reason of words written or spoken but not malicious falsehood PROVIDED ALWAYS THAT such Claim arises out of the conduct of the Professional Business Practice.

2.6 Loss of Documents
QBE agrees to pay the reasonable and direct cost to the Insured of reproducing, replacing or restoring Documents which have been destroyed, damaged or lost (and which, after diligent search, cannot be found) PROVIDED ALWAYS THAT:

(a) the destruction, damage or loss of Documents is discovered during the Period of Insurance and is notified in writing to QBE within twenty-eight (28) days after the date of discovery;

(b) a claim by the Insured under this extension must be supported by bills and/or accounts approved by a person nominated by QBE whose nomination is agreed by the Insured (this agreement is not to be unreasonably withheld);

(c) the cover this extension provides is limited to the destruction, damage or loss of Documents which were in the physical custody or control of the Insured or which were in the physical custody or control of any other person to whom the Insured entrusted, lodged or deposited Documents in the ordinary course of the Professional Business Practice;

(d) QBE has no liability under this extension for any amount which falls within the Deductible;

(e) this extension does not apply to the destruction, damage or loss of Documents brought about, or contributed to, by fire, water, burglary or theft.

2.7 Newly Created or Acquired Entity or Subsidiary
(a) QBE agrees to provide coverage to any entity or Subsidiary acquired or created by the Insured during the Period of Insurance PROVIDED ALWAYS THAT such coverage shall automatically be revoked fourteen (14)
days after the effective date of such acquisition or creation or upon the expiry date of the Period of Insurance, whichever is the earlier date.

(b) QBE may, at its discretion, agree to provide further coverage beyond the fourteen (14) days period referred to in clause (a) above (but never beyond the expiry date of the Period of Insurance) where:

(i) the Insured has notified QBE of the acquisition or creation of the entity or Subsidiary and has provided all information requested by QBE; and

(ii) any terms imposed by QBE including the charging of any additional premium considered appropriate, have been agreed by the Insured.

PROVIDED ALWAYS THAT any coverage provided under this extension will only apply in respect of legal liability for breach of professional duty by reason of any negligent act, error or omission occurring subsequent to the date of acquisition or creation, unless otherwise agreed in writing by QBE.

2.8 Run-Off Cover for Insured Entity

QBE agrees that in the event that an insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided under this Policy with respect to such insured entity shall continue until the expiry date of the Period of Insurance.

PROVIDED ALWAYS THAT such coverage shall only apply in respect of legal liability for breach of professional duty by reason of any negligent act, error or omission occurring prior to the effective date that such insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity, unless otherwise agreed in writing by QBE.

B. EXCLUSIONS

QBE shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured:

1. Prior or Pending

(a) first made, threatened or intimated against the Insured prior to the commencement of the Period of Insurance;

(b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:

(i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or

(ii) of which the Insured first became aware prior to the commencement of the Period of Insurance, and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy.

2. Absolute Asbestos

directly or indirectly arising out of, in consequence of, or contributed to by asbestos, asbestos fibres or derivatives of asbestos.

However this exclusion shall not apply to any Claim or part of a Claim for financial loss arising out of a breach of professional duty where the cause of the breach does not relate to any asbestos exposure.

3. Assumed Duty or Obligation

directly or indirectly arising out of, in consequence of, or contributed to by:

(a) any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Professional Business Practice; or

(b) any duty or obligation which the Insured assumes solely as a result of acting as a director of any company or trustee of any trust; or

(c) any liability imposed upon the Insured pursuant to any contract if such liability would not have been imposed upon the Insured in the absence of any such contract.

4. Bankers Bond Insurance

directly or indirectly arising out of, in consequence of, or contributed to by any fact, circumstance that would be compensable under a Bankers Bond or equivalent policy irrespective of the amount thereof and whether or not such a policy is actually maintained by the Insured.

5. Billings

(a) directly or indirectly arising out of, in consequence of, or contributed to by:

(i) a trading debt incurred by the Insured or any guarantee given by the Insured for a debt; or

(ii) actions relating to excessive fees, commissions, costs or other charges, including the non-disclosure of these.

(b) for any refund for fee(s), commissions, costs or other charges charged to a third party and related Costs and Expenses.

6. Breach of Investment Mandate

directly or indirectly arising out of, in consequence of, or contributed to by the failure to adhere to investment mandates used as an inducement to investors or a basis upon which investors placed funds with the Insured.
7. **Conflict of Interest**
directly or indirectly arising out of, in consequence of, or contributed to by any actual or alleged conflict of interest, including but not limited to:

   (a) the inducement, recommendation or endorsement of investment or lending of funds in the **Insured** itself or its parent entity, **Subsidiary** or **Affiliate**; or

   (b) the gaining of any profit or advantage to which the **Insured** was not legally entitled to.

8. **Corporate or Merchant Banking Services**
directly or indirectly arising out of, in consequence of, or contributed to by the provision of:

   (a) advice relating to the mergers or acquisition of any entity; or

   (b) the provision of finance or financial facilities; or

   (c) the underwriting of securities or issuance of debt securities.

9. **Fines and Penalties**
for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, including but not limited to, civil penalties and awards of statutory compensation and or damages under the Companies and/or Securities and Futures Ordinances and related legislation.

10. **Fraud and Dishonesty**
directly or indirectly arising out of, in consequence of, or contributed to by:

    (a) any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any **Insured** or their consultants, sub-contractors or agents; or

    (b) any act or omission of any **Insured** or their consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or

    (c) willful breach of any **Insured** or their consultants, sub-contractors, or agents.

11. **Government**
directly or indirectly arising out of, in consequence of, or contributed to by prosecution of lawsuits by or on behalf of any government, quasi governmental, or self regulatory entity.

   PROVIDED ALWAYS THAT this exclusion shall not apply to any **Claim** for breach of professional duty in the conduct of the **Professional Business Practice** carried on by or on behalf of the **Insured** by reason of any negligent act, error or omission committed or alleged to have been committed on the part of the **Insured**.

12. **Insolvency of the Insured or Financial Institution**
directly or indirectly arising out of, in consequence of, or contributed to by the insolvency of the **Insured** or any financial institution, including but not limited to insurance companies, underwriting agencies or syndicates, banks or any other financial institutions, including their inability to pay policy-holders or unit trust-holders.

   PROVIDED ALWAYS THAT this exclusion shall not apply to any **Claim** for breach of professional duty in the conduct of the **Professional Business Practice** carried on by or on behalf of the **Insured** by reason of any negligent act, error or omission committed or alleged to have been committed on the part of the **Insured**.

13. **Investment Performance**
directly or indirectly arising out of, in consequence of, or contributed to by:

    (a) the depreciation (or failure to appreciate) in value of any investments, including but not limited to, property, shares, securities, commodities, currencies, options and futures or derivative transactions, or as a result of any actual or alleged guarantee or warranty provided by or on behalf of the **Insured** as the performance or characteristics of any such investment; or

    (b) losses sustained through **Hedging** transactions, including but not limited to advice in respect of such transactions; or

    (c) loss of value, surrender value or cancellation value of any leased product or service as a result of fluctuations in value of such product or service.

   **QBE** shall have no liability in respect of any guarantee, whether written or oral, regarding the financial return on any investment.

   PROVIDED ALWAYS THAT this exclusion shall not apply to any **Claim** for breach of professional duty in the conduct of the **Professional Business Practice** carried on by or on behalf of the **Insured** by reason of any negligent act, error or omission in effecting any specific investment transaction in accordance with the specific prior instructions of a client of the **Insured**.

14. **Nuclear**
directly or indirectly arising out of, in consequence of, or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
15. **Provision of Legal Services**
   directly or indirectly arising out of, in consequence of, or contributed to by the provision of legal advice that would normally be provided by a qualified lawyer.

16. **Retroactive Date**
   directly or indirectly arising out of, in consequence of, or contributed to by any breach of professional duty actually or allegedly committed prior to the retroactive date stated in the Schedule.

17. **Related or Associated Entities**
   brought or maintained by or on behalf of:
   (a) any Insured, the Insured’s parent company or any Subsidiary or Affiliate of either the Insured or its parent company; or
   (b) any person who, at the time of the negligent act, error or omission giving rise to the Claim, is a Family Member unless such person is acting without any prior direct or indirect solicitation or co-operation of any Insured.

18. **Shareholder Actions**
   brought by or on behalf of any shareholder of the Insured in their capacity as such.

19. **Supply of Goods**
   directly or indirectly arising out of, in consequence of, or contributed to by the sale, supply, installation, alteration, modification or manufacture of goods by or on behalf of the Insured.

20. **Terrorism**
   directly or indirectly arising out of, in consequence of, or contributed to by any Act of Terrorism.
   For the avoidance of doubt, QBE shall not be liable under this Policy to indemnify in respect of any loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
   (a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
   (b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

21. **War**
   directly or indirectly arising out of, in consequence of, or contributed to by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public local authority.

### C. CLAIMS CONDITIONS

1. **Reporting and Notice**
   (a) The Insured shall as a condition precedent to the Insured’s right to be indemnified under this Policy give to QBE written notice as soon as practicable of any Claim made against the Insured PROVIDED ALWAYS THAT such written notice is given to QBE during the Period of Insurance.
   (b) Notice of any Claim shall be given in writing to QBE, and delivered to:
      Claims Manager
      QBE Insurance (Malaysia) Berhad
      No 638, Level 6, Block B1, Leisure Commerce Square
      No. 9, Jalan PJS 8/9
      46150 Petaling Jaya
      Selangor Darul Ehsan

2. **Claims Mitigation and Co-operation**
   The Insured shall, as a condition precedent to their right to be indemnified under this Policy:
   (a) exercise reasonable care and skill and do and concur in doing all things reasonably practicable to avoid or diminish QBE’s liability under this Policy;
   (b) co-operate with and provide any document needed by QBE and/or QBE’s legal representatives or agents to enable QBE to effectively investigate any fact or circumstance that may give rise to a Claim under this Policy, or to effectively investigate, defend or settle any Claim, or to enable QBE to assess its liability under this Policy.
   Other than costs and expenses incurred to enable QBE to assess its liability under this Policy, the cost of complying with this condition is for the Insured to bear, unless QBE otherwise agrees in writing.

3. **Defence and Settlement**
   (a) The Insured agrees not to settle any Claim, incur any Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim without QBE’s written consent, such consent not to be unreasonably withheld. QBE shall not be liable for any settlement, Costs and Expenses, admission, offer or payment, or assumed obligation to which it has not consented.
   (b) QBE shall be entitled at any time to conduct, in the name of the Insured, the defence or settlement of any Claim.
   (c) QBE may, if it believes that any Claim will not exceed the Deductible, instruct the Insured to conduct the defence of the Claim. In such situation, QBE will reimburse the Insured for all reasonable Costs and Expenses in the defence of the Claim in the event that any payment made to dispose of the Claim exceeds the Deductible.
4. Insured’s Right to Contest
In the event that QBE recommends settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the Insured may elect to contest such Claim. PROVIDED ALWAYS THAT QBE’s liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus Costs and Expenses incurred with QBE’s written consent up to the date of such election.

5. Legal Counsel Clause
(a) QBE will not require the Insured to contest a Claim unless a legal counsel advises that the Claim should be contested.

(b) In formulating the advice referred to in clause (a) above, legal counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely Costs and Expenses and the prospects of the Insured successfully defending the Claim.

6. Notification of Circumstance
If during the Period of Insurance, the Insured becomes aware of any fact or circumstance that may give rise to a Claim under this Policy the Insured shall as a condition precedent to their right to be indemnified under this Policy give notice in writing to QBE of such fact or circumstance, then any Claim which may subsequently arise out of such fact or circumstance shall be deemed to be a Claim made during the Period of Insurance. PROVIDED ALWAYS THAT such written notice is given to QBE during the Period of Insurance.

7. Subrogation
In the event of any payment under this Policy, QBE shall be subrogated to the extent of such payment to all the Insured’s rights of recovery, and the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable QBE effectively to bring suit in the name of the Insured.

D. GENERAL CONDITIONS

1. Accreditation of Advisors
The Insured shall as a condition precedent to the Insured’s right to be indemnified under this Policy ensure that all persons providing advice are accredited, licensed and authorised to do so by the respective regulatory body, and acting with the guidelines of such, of the country or administrative region in which this Policy is issued.

2. Alteration to Risk
The Insured shall give to QBE written notice as soon as practicable of any material alteration to the risk during the Period of Insurance including:
(a) the Insured going into voluntary bankruptcy, receivership, or liquidation or the Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings;
(b) any material change in the nature of the professional services offered by the Insured.

3. Assignment of Interest
No change in, or modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy and signed by an authorised employee of QBE.

4. Cancellation
(a) The Insured may cancel this Policy at any time by notifying QBE in writing and QBE will provide a refund of Premium for the unexpired Period of Insurance in accordance with the QBE short-rate period.
(b) QBE may cancel this Policy by giving thirty (30) days notice in writing to the Insured at the Insured’s last known address and QBE will provide a pro-rata refund of Premium for the unexpired Period of Insurance.

5. Deductible
(a) In respect of each Claim made against the Insured the amount of the Deductible shall be borne by the Insured at their own risk and QBE shall only be liable to indemnify the Insured for that part of any Claim which is in excess of the Deductible.
(b) Where QBE has elected to pay all or part of the Deductible in respect of any Claim, the Insured shall, within seven (7) days from the date of such payment, reimburse QBE for such payment.
(c) In respect of any Claim where the amount of the Claim is less than the amount of the Deductible, the Insured shall bear all Costs and Expenses associated therewith unless QBE has agreed to meet such Costs and Expenses pursuant to Insuring Clause A.1.2 Cost and Expenses.
(d) Where QBE deems it necessary to appoint advisors to determine liability of the Insured or to resolve a Claim, such Costs and Expenses, up to the amount of the Deductible, shall be borne by the Insured.
(e) Any Costs and Expenses incurred by QBE to determine whether QBE has a liability to indemnify the Insured under this Policy shall not be subject to the Deductible but shall be borne by QBE.
(f) If any Claim against the Insured involves more than one act, error or omission, the Deductible shall apply to each such negligent act, error or omission separately.
(g) The Deductible shall attach to each and every claimant, inclusive of Costs and Expenses.
6. **Jurisdictional Cover**
   The coverage provided under this **Policy** shall extend to any **Claim** brought in a court of law anywhere in the world except where:
   (a) such **Claim** is brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
   (b) such **Claim** arises out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

7. **Limit of Indemnity**
   (a) **QBE's** total liability under this **Policy** for any one **Claim** and in the aggregate for all **Claims** shall not exceed the **Limit of Indemnity**.
   (b) Any payment made by **QBE** under this **Policy** for **Loss** shall erode the **Limit of Indemnity**.

8. **Other Insurance**
   (a) If, at the time a **Claim** arises under this **Policy**, the **Insured** is, or would but for the existence of this **Policy** be, entitled to indemnity under any other policy or policies, **QBE** shall not be liable for **Loss** arising from that **Claim** except to the extent that **Loss** exceeds the amount which is or would have been payable under such other policy or policies, had this **Policy** not been effected.
   (b) As soon as is reasonably practical but within fifteen (15) days after entering into any other contract of insurance, the **Insured** shall notify **QBE** of, and shall give **QBE** full details of, any such other insurance which provides indemnity, in full or in part, for any of the liabilities where cover is afforded under this **Policy**.

9. **Policy Construction and Interpretation**
   (a) The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with the law of the state, administrative region, territory or country in which this **Policy** is issued, and any dispute relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state, administrative region, territory or country.
   (b) The marginal notes and titles of paragraphs in this **Policy** are included for descriptive purpose only and do not form part of this **Policy** for the purpose of its construction or interpretation.
   (c) Under this **Policy**, the masculine includes the feminine, and the singular includes the plural and vice versa.

10. **Territorial Cover**
    The coverage provided under this **Policy** shall extend to legal liability arising out of acts, errors or omissions committed anywhere in the world except where such acts, errors or omissions occur within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates.

11. **Premium Warranty**
    It is fundamental and absolute special condition of this **Policy** that the **Premium** due must be paid to and received by **QBE** within sixty (60) days of the inception date of this **Policy**/endorsement/renewal certificate. If this condition is not complied with, this **Policy** is automatically cancelled and **QBE** shall be entitled to the pro rata premium for the period **QBE** have been on risk.

Where the **Premium** payable pursuant to this condition is received by an authorized agent of **QBE**, the payment shall be deemed to be received by **QBE** for the purposes of this condition and the onus of proving that the **Premium** payable was received by a person, including an insurance agent, who was not authorize to receive such **Premium** shall lie on **QBE**.

**E. DEFINITIONS**

1. "**Act of Terrorism**" shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of 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 or 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.

2. "**Affiliate**" shall mean any entity operated or controlled by any **Insured**, including any **Subsidiary**, nominee or trustee, in which any **Insured** or **Family Member** has a direct or indirect financial interest other than a minor interest in such entity listed on a stock exchange.

   For the purpose of this definition, minor interest shall mean a direct or indirect control or ownership of less than 10% of the issued share capital and/or options in an entity.

3. "**Claim**" shall mean:
   (a) the receipt by the **Insured** of any written or verbal notice of demand for compensation made by a third party against the **Insured**; or
   (b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice served upon the **Insured**.

4. "**Costs and Expenses**" shall mean expenses, including legal costs and disbursements, incurred either by **QBE** or, with **QBE's** prior written consent by the **Insured**:
   (a) in the investigation of facts or circumstances which may give rise to a **Claim**;
(b) in the investigation, defence or settlement of a Claim;
(c) in connection with a formal, regulatory or administrative investigation, proceeding or inquiry into facts which may give rise to a Claim and in relation to which the Insured's participation became mandatory during the Period of Insurance;

PROVIDED ALWAYS THAT Costs and Expenses shall be part of and not in addition to the Limit of Indemnity.

5. "Deductible" shall mean the amount of the deductible as specified in the Schedule, and shall include Costs and Expenses.

6. "Documents" shall mean deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed, or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instruments.

7. "Employee" shall mean any person employed under a contract of service or apprenticeship with the Insured or any entity or Subsidiary in relation to whom coverage is provided pursuant to Section 2 of this Policy during or prior to commencement of the Period of Insurance.

8. "Family Member" means:
   (a) any spouse, companion (who permanently resides with the Insured), or domestic partner;
   (b) any parent, or parent of the spouse or their partner or companion;
   (c) any sibling or child;
   of the Insured.

9. "Hedging" shall mean the arranging of one or more contracts specifically to protect against movement in prices or values, including but not limited to foreign exchange, commodities and securities of every description.

10. "Insured" shall mean:
    (a) any person, persons, partnership, company, corporation or any other entity specified as the Insured in the Schedule including their predecessors in business; and
    (b) any person who is, during the Period of Insurance, a principal, partner, director or Employee of any Insured.

For the avoidance of doubt, Insured does not include any consultant, sub-contractor, agent or independent professional advisor.

11. "Limit of Indemnity" shall mean the limit of liability under this Policy as specified in the Schedule, and shall include Costs and Expenses.

12. "Period of Insurance" shall mean the period specified in the Schedule.

13. "Policy" shall mean:
    (a) the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein; and
    (b) any endorsement attaching to and forming part of this Policy either at inception or during the Period of Insurance; and
    (c) the Proposal.

14. "Premium" shall mean the premium specified in the Schedule or in any endorsement to the Schedule.

15. "Professional Business Practice" shall mean the business conducted by the Insured under the name stated and as described in the Schedule. If the business changes its name and there is no other change which materially alters the risk, the business conducted under its new name will be deemed to be the Professional Business Practice.

16. "Proposal" shall mean the written proposal made by the Insured to QBE containing particulars and statements which, together with other information provided by the Insured, are the basis of this Policy and are considered as incorporated herein.

17. "QBE" shall mean QBE Insurance (Malaysia) Berhad.

18. "Schedule" shall mean the schedule to this Policy.

19. "Subsidiary" shall mean:
    (a) any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the Insured; or
    (b) any entity over which the Insured is in a position to exercise effective direction or control through ownership or control of more than fifty percent (50%) of the issued voting shares of such entity.
IMPORTANT NOTICE:

The following are channels available for complaints on insurance related matters. You can contact our Complaint Unit for assistance at 03-7861 8400 or the following authorised bodies:

1. FINANCIAL MEDIATION BUREAU (FMB)
   LEVEL 25, DATARAN KEWANGAN DARUL TAKAFUL
   NO. 4, JALAN SULTAN SULAIMAN
   50000 KUALA LUMPUR
   TEL: 03-2272 2811
   FAX: 03-2274 5752

2. LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)
   BANK NEGARA MALAYSIA
   P.O BOX 10922
   50929 KUALA LUMPUR
   TEL: 1-300-88-5465 (LINK)
   FAX: 03-2174 1515