



# Driver Passenger Protector 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.

# THE COVER

- A. Where the Specified Vehicle is used for any purpose that is not related to Your trade, business or profession, the following applies:

## Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule 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 pre-contractual 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 Specified Vehicle is used for purposes related to Your trade, business or profession, the following applies:

## Non-Consumer Insurance Contract

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule 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 WITNESSETH** that subject to the terms and conditions, provisions and exclusions contained herein or endorsed or otherwise expressed hereon, We hereby agrees that if an Accident happens within the Geographical Area and occurring at any time during the Period of Insurance specified in the Policy Schedule for which You pay, and We have accepted the premium specified in the Policy Schedule in accordance to laws of Malaysia,

If You and /or Your Authorised Driver/ Passenger(s) shall sustained Injury caused by accidental means resulting in Death or Permanent Disablement whilst driving, riding, boarding or alighting from the vehicle as specified in the Policy Schedule (herein after known as "Specified Vehicle"), We will pay the amount as stated in the Schedule of Benefits.

## DEFINITIONS

**"Accident"** 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.

**"Breakdown"** means an event where the Specified Vehicle is immobilized by the reason of mechanical or electrical failure, punctured type including but not limited to the Specified Vehicle is out of petrol or the windscreen is shattered.

**"Death"** means Death arising directly or indirectly from an Accident.

**"Dependants"** means:

- a) A legal spouse
- b) Unmarried children between the age of 3 years to 17 years

“**Hospital**” means any lawfully operating public or private Hospital/medical centre which provides room and board and twenty four (24) hours nursing services.

“**Injury**” means bodily injury suffered by the Insured Person caused solely and directly by an Accident and not by any Sickness, Disease, Illness, Pandemic, medical disorder or gradual physical or mental wear and tear provided that the Injury must occur during the Period of Insurance.

“**Medical Expenses**” means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred, arising from an Accident within 365 days of sustaining Injury and paid by You/ Your Authorised Driver/ Passenger(s) to legally qualified medical practitioner, dentist, but excluding the cost of dental treatment unless such treatment is for Injury to sound and natural teeth.

“**Period of Insurance**” means the commencement date of the Period of Insurance until its expiry specified in the Policy Schedule or any subsequent period to which You shall have paid and We shall have accepted the full premium before the commencement date of the Period of Insurance.

“**Specified Vehicle**” means any private vehicle bearing the registration number described in the Policy Schedule.

“**We/Us/The Company**” means QBE Insurance (Malaysia) Berhad.

“**You, Your, Yourself**” refers to the policyholder or person described in the schedule as “the Insured”

## Section A - Personal Accident Benefits

### 1. Accidental Death and Permanent Disablement

In the event Bodily Injury sustained resulted in Your and/ or Your Authorised Driver/ Passenger(s) Death, whilst travelling in, boarding or alighting the Specified Vehicle within three hundred and sixty-five (365) days from the occurrence of an Accident, We will pay the benefits according to the plan selected as per Policy Schedule.

In the event of Bodily Injury sustained resulting in the following losses within three hundred and sixty-five (365) days from the occurrence of an Accident in the Specified Vehicle, We will pay the amount specified hereunder to each of You/ Your Authorised Driver/ Passenger(s) :

Scale of Benefits	Percentage of Sum Insured
1 Loss of both hands or both feet	100%
2 Loss of sight of both eyes	100%
3 Loss of one eye and one hand or one foot	100%
4 Loss of one foot and one hand	50%
5 Loss of sight of one eye	50%

Any permanent total loss of use of member will be treated as loss of member.

Any disablement which is not specified under the Scale of Benefits is excluded from this Policy.

Any claim paid in respect of any of the disablement specified under **Section A2 – Permanent Disablement** shall reduce the relevant sum insured from the date of the occurrence of the Accident until the expiry of the Period of Insurance.

When more than one infirmity arises from one Accident, the percentages are added together but cannot exceed 100% of the Permanent Disablement Sum Insured for each of You or Your Authorised Driver/ Passenger(s). The aggregate of all percentages payable in respect of any one Accident for each of You or Your Authorised Driver/ Passenger(s) 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 and the Policy shall be automatically cancelled. All other losses that has been paid under Section A shall reduce the coverage by that amount from the date of that Accident until the expiration of this Policy.

### **Double Indemnity**

We will pay double the Principal Sum Insured in the event You and/ or Your Authorized Driver/ Passenger suffers permanent quadriplegia, permanent paraplegia or permanent total paralysis from neck down due to an accidental Injury involving the Specified Vehicle within three hundred and sixty-five (365) days from the date of Accident.

### **2. Medical Expenses**

In the event You and/or Your Authorised Driver/ Passenger(s) sustained Injury due to an Accident involving the Specified Vehicle, We will pay the Medical Expenses incurred for Hospital (including Room and Board), clinical, medical (provided by a legally qualified practitioner) and surgical treatment including :

- i. Chinese Sinseh, Chiropractor or Bonesetter expenses necessarily and reasonably incurred for treatment of injuries subject to RM 25 per visit up to a maximum of RM 300 per accident.
- ii. The cost of purchasing a wheelchair, artificial arm or leg and crutches as recommended by the attending specialist or surgeon.
- iii. Reimbursement of medical report or post-mortem report.

### **3. Daily Hospital Income**

In the event of an Injury resulting You and/or Your Authorised Driver/ Passenger(s) being confined to a Hospital as a registered in-patient for more than twenty four (24) hours following the occurrence of an Accident involving the Specified Vehicle, We will pay daily cash allowance specified in the Schedule up to a maximum of 60 days per policy year provided that such hospitalisation occur within fourteen (14) days of the Accident. In the event the Period of Insurance is less than twelve (12) months, the sixty (60) days hospitalisation time limit will be apportioned in accordance to the Period of Insurance.

### **4. Ambulance Fees**

We will reimburse the ambulance fees up to the amount stated in the Schedule of Benefits incurred in the event of an Accident involving the Specific Vehicle.

### **5. Bereavement Allowance**

We will pay the next of kin or legal representative the amount stated in the Schedule of Benefit in the event of You and/ or Your Authorised Driver/ Passenger(s) Death due to Accident involving the Specified Vehicle.

### **6. Extended Cover:**

The benefit is extended to cover You and Your Dependants for Death, Injury or disablement whilst:

1. As a pedestrian in an Accident involving any vehicle including motorcycles, scooters and pedal cycles.
2. Driving, riding, boarding or alighting in any vehicle licensed for private use other than motorcycles.
3. Travelling, boarding or alighting as a fare-paying passenger in any mode of public transport.

## **Section B – Additional Cover**

### **1. Snatch Theft**

We will pay You up to the amount stated in the Schedule of Benefits In the event of loss or damage to Your personal belongings whilst in the Specific Vehicle due to burglary, break-in and/or robbery, subject to a police report being lodged within 24 hours of the occurrence with written statement to substantiate the claim.

Your personal belonging shall means : IC, passport, driver license, credit or charge card, access card for entry to building or parking, wallet or handbag, eyeglasses, or handphone.

The benefit can be claimed for a maximum of two (2) cases during any one Period of Insurance.

## GENERAL EXCLUSIONS

This Policy does not provide coverage under the following circumstances:

1. Loss caused directly or indirectly, wholly or partly by:
  - a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
  - b) any other kind of disease; and
  - c) medical or surgical treatment (except such as may be necessary solely by injuries covered by this Policy and performed within the time provided in this Policy).
2. Any bodily injury which shall result in hernia;
3. Any intentional self-inflicted Injury, suicide or any attempt thereof (sane or insane)
4. Any loss occasioned by war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), mutiny, civil commotion, civil war, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. You and/ or Your Authorised Driver/ Passenger(s) shall, if so required, and as a condition precedent to any liability of Us, prove that the loss did not in any way arise under or through any of the above excepted circumstances or causes.
5. While the Specified Vehicle is used for hire, racing, road rally, test drive, pace-making, speed-testing or use for any purpose in connection with motor trade.
6. There is no cover under this Policy if You or Your Authorised Driver do not have a valid driving licence to drive Your Car. This will not apply if You or Your Authorised Driver have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations.
7. While the Specified Vehicle is used for illegal business pursuit, as an unlicensed carrier or involved in any unlawful act or criminal offence.
8. Childbirth, miscarriage, pregnancy, or any complications thereof or insanity (except as described under Section A – Permanent Disablement) unless caused solely and directly by accidental means which directly and independently of all other causes to You and/ or Your Authorised Driver/ Passenger(s) while driving, riding, alighting or boarding the Specified Vehicle or any illness or diseases.
9. You/ Your Authorised Driver/ Passenger(s) below the age of three (3) years and above the age of seventy (70) years.
10. Any loss or bodily injury or Death caused directly or indirectly, wholly or partly to You and/or Your Authorised Driver driving the Specified Vehicle was intoxicated with drugs or alcohol except where You are a passenger.
11. While committing or attempting to commit any unlawful act.
12. Any consequential loss.
13. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

14. Any bodily injury or Death directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this syndrome has been acquired or may be named
15. Loss directly or indirectly caused by or contributed by or arising from ionisation, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self-sustaining process of nuclear fission.
16. Any loss directly or indirectly arising out of or consequent upon or contributed to by You/ Your Authorised Driver/ Passenger(s) of the Specified Vehicle as a result of participating in a brawl or strike, riot, civil commotion or demonstration, or failure to take reasonable precautions to follow warnings of any intended brawl, strike, riot or civil commotion via the mass media.
17. Any pre-existing conditions or physical defect or infirmity, fits of any kind.
18. Any loss, damage or liability to the Named Vehicle or caused by the Named Vehicle during the Breakdown assistance and towing service.

## GENERAL CONDITIONS

### 1. Duty of Disclosure

The duty of disclosure is different for a Consumer Insurance Contract and for a Non-Consumer Insurance Contract. They are separately outlined below:

#### A Consumer Insurance Contract

Where You have applied for this insurance wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this insurance) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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 in accordance with Schedule 9 of the Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

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

#### B Non-Consumer Insurance Contract

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

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

**2. Policy Commencement on Payment of Premium**

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

**3. Written Notice**

All notices required to be given by You to Us must be in writing addressed to Our nearest Local Branch or Agency and no alteration in the terms of this Policy nor any endorsement thereon, will be held valid unless the same is signed or initialled by Our authorised representative.

**4. Ownership of Policy**

We shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat You as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and Your receipt (or Yours legal personal representatives) alone shall be effectual discharge.

**5. Misrepresentation**

If Your proposal or declaration is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

**6. Limit of Liability**

Our liability under this Policy in respect of any one Accident affecting the Specified Vehicle and its occupants (Your Authorised Driver/ Passenger(s) shall be limited in aggregate value to the permitted seating capacity as specified in the Registration Book of the Specified Vehicle.

If the number of persons exceeds the specified seating capacity, We shall be liable only for a pro-rata proportion of the compensation which otherwise would be payable.

**7. Claims Procedure**

Upon the happening of any Accident likely to give rise to a claim under this Policy You shall within 14 days after the happening of the Accident give notice to The Company with full particulars of the accident and injuries and You shall as soon as possible procure and act on proper medical or surgical advice.

You (or Yours legal personal representatives) shall at Your expense furnish to The Company all such certificates information and evidence as may be required by Us and You shall whenever reasonably required to do so submit to medical examination on behalf of Us. In the event of Your Death, We shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to Us before interment or cremation stating the time and place of any inquest appointed.

**8. Payment of Claims**

Compensation for loss of life will be paid to You / Your Authorised Driver's/ Passenger's legal representative and all other compensation of this Policy will be paid directly to You / Your Authorised Driver/ Passenger.

Any benefits paid by Us shall be deemed as a complete and final discharge of Our liability under the Policy.

**9. Cancellation**

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

You may cancel this Policy by giving Us fourteen (14) days' notice and provided no claim has been made during the current Period of Insurance, You shall be entitled to a refund premium less premium at the Our short Period Rates for the period the Policy has been in force, subject to the minimum premium of RM 50.00.

**Short Period Rate Table**

<b>Period of Insurance</b>	<b>Refund of Premium</b>
Not exceeding 1 week	87.5% of the total premium
Not exceeding 1 month	75.0% of the total premium
Not exceeding 2 months	62.5% of the total premium
Not exceeding 3 months	50.0% of the total premium
Not exceeding 4 months	37.5% of the total premium
Not exceeding 6 months	25.0% of the total premium
Not exceeding 8 months	12.5% of the total premium
Exceeding 8 months	No refund of premium allowed

**10. Disposal of Vehicle**

In the event You shall have disposed of the vehicle as specified in the Schedule either by sale or transfer of ownership, the insurance shall cease to operate and We upon written request from b and surrender of the original Policy, shall cancel the Policy and the premium to which You shall be entitled for the unexpired Period of Insurance shall be in accordance to Our short period rates.

**11. 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.

**12. Time Limitation**

If We shall disclaim liability to You for any claim hereunder, in no case We shall be liable in respect of such claim after the expiration of twelve months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

**13. Governing Law**

This Policy is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia. In the event of dispute, will be determined by a competent court in Malaysia.

**14. Entry Age Participation**

The minimum entry age of an Insured is eighteen (18) years old and the maximum is seventy (70) years old.

**15. Sanction Limitation and Exclusion Clause**

We 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 Us or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions, Australian autonomous sanctions, or the trade or economic sanctions, laws or regulations of any country.



**IMPORTANT NOTICE:**

1. 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:

(a) **OMBUDSMAN FOR FINANCIAL SERVICES**

Level 14, Main Block Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
Tel.: +603-2272 2811  
Fax: +603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

(b) **LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)**

**BANK NEGARA MALAYSIA**  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

2. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the policy, the English version of the policy shall prevail.

3. **Cash Before Cover**

It is a fundamental and absolute special condition of this policy that the premium due must be paid and received by The Company before cover commences. If this condition is not complied with, then this policy is automatically null and void.

4. **Privacy Statement**

Pursuant to the Personal Data Protection Act 2010 ("PDPA"), the Personal Data provided by You by filling up documents, liaise with The Company's representatives, or given to the representatives in person, over the telephone, through websites or from third parties You have consented to, or that is subsequently obtained by The Company from time to time, will be used to facilitate the performance of the function as an insurance company, and may be used and disclosed to the selected third parties in or outside Malaysia in accordance with Privacy Policy Statement which is posted at The Company's website '[www.qbe.com/my](http://www.qbe.com/my)'.

You are obliged to provide the Personal Data, but The Company will not be able to process the application for insurance cover or process the claims if You fail to provide all requested information.

You may make inquiries, complaints, or correction of the Personal Data, or limit the processing of the Personal Data at any time by submitting such request QBE Insurance (Malaysia) Berhad at Phone :+603-7861 8400, [www.qbe.com/my](http://www.qbe.com/my)

By continuing to insure with The Company, You are deemed to have understood, agreed and consent to the terms above with respect to the processing of Personal Data.

**SCHEDULE OF BENEFITS**

	<b>BENEFITS</b>	<b>PLAN A</b>	<b>PLAN B</b>	<b>PLAN C</b>	<b>PLAN D</b>
1	Accidental Death & Permanent Disablement	10,000	20,000	30,000	50,000
2	Daily Hospital Income	20	30	40	60
3	Medical Expenses	500	1,000	1,500	3,000
4	Ambulance Fee	300	300	300	300
5	Bereavement Allowance	1,000	1,500	2,000	3,000
6	Snatch Theft	200	350	500	500

# Contact details

## **QBE Insurance (Malaysia) Berhad**

Reg. No.: 161086-D A member of the worldwide QBE Insurance Group

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

### Branches:

- Kuala Lumpur • Klang • Penang • Seberang Jaya • Ipoh • Malacca
- Kuantan • Johor Bahru • Batu Pahat • Kuching • Sibul • Bintulu
- Kota Kinabalu • Sandakan