



QBE Insurance (Malaysia) Berhad

Reg No.: 161086-D

No. 638, Level 6, Block B1, Leisure Commerce Square, No 9, Jalan PJS 8/9, 46150 Petaling Jaya

Postal Address P.O. Box 10637, 50720 Kuala Lumpur. Phone: 03 7861 8400 Fax: 03-7873 7430

www.qbe.com.my Email: info.mal@qbe.com

QBE DIRECTORS' & OFFICERS' MANAGEMENT LIABILITY POLICY (For Small and Medium Enterprises)

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 DIRECTORS' & OFFICERS' MANAGEMENT LIABILITY Insurance

For Small and Medium Enterprises

POLICY

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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**.

1. INSURING CLAUSES

Subject to payment of the **Premium** and the provisions of this **Policy**, in reliance upon the statements made and information contained in the **Proposal Form** and the **Schedule**, all of which are part of, and shall form the basis of, this insurance, **QBE** agrees to:

1.1. Directors' and Officers' Liability

pay on behalf of the **Insured Person** all **Loss** arising from any **Claim** for which the **Insured Person** does not receive an indemnity from the **Company**.

1.2. Company Reimbursement

pay on behalf of the **Company** all **Loss** arising from any **Claim** that the **Company** is legally liable to indemnify the **Insured Person**.

2. AUTOMATIC EXTENSIONS

The following extensions to the **Policy** are included automatically, PROVIDED ALWAYS THAT each extension is subject to the terms of this **Policy** (unless otherwise stated).

2.1 Advance Payment of Defence Costs

QBE shall advance the **Defence Costs** prior to the final disposition of any **Claim**.
PROVIDED ALWAYS THAT **QBE** reserves the right to cease payment and to recover any **Defence Costs** from the **Insured Person**, or the **Company**, severally according to their respective interests, in the event and to the extent that it is subsequently established by admission, judgment, settlement or other final adjudication that the **Insured Person** was not entitled to the **Defence Costs** so advanced under this **Policy**.

2.2 Blanket Subsidiary Cover

QBE agrees to extend cover to any **Insured Person** of a **Subsidiary Company** but only in respect of a **Wrongful Act** they commit during the period such company remains a **Subsidiary Company**.

2.3 Employment Practices Liability

Wrongful Act shall include any Employment Related Matter.

2.4 Libel and Slander

Wrongful Act shall include actual or alleged libel or slander by reason of words written or spoken by an **Insured Person**.

2.5 Official Investigations and Enquiries

Defence Costs shall include all reasonable and necessary costs, charges, fees and expenses, including legal representation costs (other than salaries, commissions, expenses or other benefits) incurred by an **Insured Person** in connection with their legally compellable attendance at any official investigation, examination or enquiry in relation to the affairs of the **Company**, PROVIDED ALWAYS THAT cover under this Extension shall not exceed RM 50,000 in any **Period of Insurance**.

For the purposes of this Extension, an official investigation, examination or enquiry includes an investigation, examination or enquiry by way of an Official Commission or conducted by a regulatory authority such as a Monetary Authority or Securities Commission or equivalent.

2.6 Pollution

Notwithstanding Exclusion B15 Total Pollution, **QBE** agrees to provide cover under this **Policy** for **Defence Costs** (but not **Loss**) incurred by an **Insured Person** in the defence of any **Claim** where **Pollution** is alleged or proven; PROVIDED ALWAYS THAT the maximum aggregated amount payable under this Extension shall not exceed RM 50,000 in any **Period of Insurance**;

B. EXCLUSIONS

QBE shall have no liability under this **Policy** in respect of any **Claim**:

1. Prior or Pending Litigation

- a) made, threatened or intimated against an **Insured Person** or the **Company** 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 under any previous policy; or
 - (ii) of which an **Insured Person** first became aware or should reasonably have known prior to the commencement of the **Period of Insurance**;
- c) directly or indirectly arising out of a **Wrongful Act** that was committed prior to the **Retroactive Date**.

2. Absolute Asbestos

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

3. Actions by Substantial Shareholders

made by or on behalf of any shareholder whose direct or indirect entitlement to voting shares in the **Company**, at the time of the **Wrongful Act**, equals or exceeds fifteen percent (15%).

For the purpose of this Exclusion, shareholder shall mean any natural person, body corporate or other entity that has any direct or indirect, legal or beneficial interest in shares of the **Company**, whether held individually or jointly. Beneficial interest shall include any interest as a potential beneficiary under any discretionary or family trust arrangement.

4. Bankruptcy / Insolvency / Creditors

directly or indirectly based upon, attributable to, or in consequence of:

- a) any **Wrongful Act** which is alleged to have led or caused, directly or indirectly, in part or in whole, to the bankruptcy or insolvency of the **Company** or the **Company** filing a petition, or a petition being filed against the **Company**, pursuant to the Federal Bankruptcy Code or any similar state law or the **Company** having assigned its assets for the benefit of its creditors; or
- b) the **Company** having sustained a financial loss due, in part or in whole, to a **Wrongful Act** of an **Insured Person** but only if such claim is made after the **Company** has been determined to be insolvent or has filed a petition for bankruptcy or a petition has been filed against it, or the **Company** has assigned its assets for the benefit of its creditors; or
- c) any action brought by or on the behalf of any creditor or debt holder of the **Company** or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase or a debt instrument, or alleging any deterioration in the value of the debt as a result of, in part or in whole, the bankruptcy or insolvency of the **Company**.

5. Bodily Injury / Property Damage

directly or indirectly based upon, attributable to, or in consequence of:

- a) bodily or psychological injury, sickness, disease or death of any person, PROVIDED ALWAYS THAT this Exclusion shall not apply to an **Employment Related Matter** or Automatic Extension 2.4 Libel and Slander; or
- b) damage to or destruction of any tangible property, including loss of use thereof.

6. Breach of Contract

directly or indirectly based upon, attributable to, or in consequence of any actual or alleged breach of contract.

7. Employee Benefit Trustees

directly or indirectly based upon, attributable to, or in consequence of any position held by an **Insured Person** as trustee or administrator of any superannuation, pension, health and welfare, or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of the **Company**. PROVIDED ALWAYS THAT this Exclusion shall not apply to an **Employment Related Matter**.

8. Insured vs. Insured

made by or on behalf of the **Company** or by or on behalf of any **Insured Person** PROVIDED ALWAYS THAT this Exclusion shall not apply to:

- a) any **Claim** brought by or at the direction of any liquidator, provisional liquidator, administrator or receiver of the **Company**; or
- b) any **Claim** made by a former **Director or Officer**; or
- c) any claim for indemnity in respect of a **Claim** made by an independent third party without the procurement or instigation of any **Insured Person** or agent of the **Company**; or
- d) an **Insured Person** in respect of an **Employment Related Matter**; or
- e) any derivative action by the **Company's** shareholders.

9. Intellectual Property

directly or indirectly based upon, attributable to, or in consequence of any actual or alleged infringement of copyright, trademarks, registered designs or patents or any plagiarism or breach of confidentiality.

10. Nuclear Exclusion

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.

11. Product Liability and Efficacy

directly or indirectly based upon, attributable to, or in consequence of:

- a) advice and/or representations as to the efficacy, suitability, characteristics, performance or specifications; or
- b) the design or formula; or
- c) any effect, defect and/or deficiency in quality;

of the **Company's** products and/or services.

12. Professional Services

for any actual or alleged breach of any professional services by any **Insured Person** PROVIDED ALWAYS THAT this Exclusion shall not apply to any **Claim** for an actual or alleged failure to supervise any employee of the **Company**.

13. Securities Offering

directly or indirectly based upon, attributable to, or in consequence of any **Securities Offering** during the **Period of Insurance**.

14. Terrorism

directly or indirectly based upon, attributable to, or in consequence of any loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any:

- a) act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**;
- b) action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

15. Total Pollution

directly or indirectly based upon, attributable to, or in consequence of:

- a) **Pollution**; or
- b) any enforcement, action or proceeding in connection with the containment, clean up, removal, or treatment of such **Pollution**.

16. Unscrupulous Behaviour

- a) alleging or brought about or contributed to by any dishonest, fraudulent, criminal, malicious or deliberate act or omission or any wilful violation or breach of any statute or regulation by an **Insured Person** or the **Company**;
- b) directly or indirectly based upon, attributable to, or in consequence of any profit, remuneration or advantage to which an **Insured Person** or the **Company** is not entitled.

17. War

directly or indirectly based upon, attributable to, or in consequence of 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 of or damage to property by or under the order of any government or public local authority.

C. CLAIMS CONDITIONS AND NOTICE PROVISIONS

1. When to Notify

Written notice of any **Claim** or any circumstance which might reasonably be expected to give rise to a **Claim** shall be given as soon as practicable and in any event on or before the last day of the **Period of Insurance**.

If an **Insured Person** or the **Company** becomes aware of any circumstances which might reasonably be expected to give rise to a **Claim** and notifies **QBE** of those circumstances in writing during the **Period of Insurance**, any **Claim** subsequently made which arises from those circumstances shall be deemed to have been notified during the **Period of Insurance**.

2. Who to Notify

Notice of any **Claim** or circumstances which might reasonably be expected to give rise to a **Claim** shall be 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

3. What to Notify

Notice of any **Claim** or circumstances which might reasonably be expected to give rise to a **Claim** shall include the reasons for the anticipation of a **Claim**, with full particulars as to the circumstances, dates and persons involved.

4. Admissions and Settlement

It shall be a condition precedent to **QBE's** obligations under this **Policy** that neither an **Insured Person** nor the **Company** shall admit liability, or settle or attempt to settle or make any admission or make any commitment with respect to any **Claim** without **QBE's** prior written consent, such consent not to be unreasonably withheld. In any event, no action shall be taken by any **Insured Person** or the **Company** which might prejudice **QBE**.

5. Allocation

If an **Insured Person** incurs **Loss** covered by this **Policy** together with other loss which is not covered by this **Policy** or a **Claim** is made against an **Insured Person** and others then **Defence Costs** shall be allocated in accordance with the following 'Fair and Reasonable Allocation' method as specified below.

Fair and Reasonable Allocation

QBE shall pay such amount as is just and equitable having regard to the relative legal and financial exposures of the **Loss** covered by this **Policy** compared to other loss which is not covered by this **Policy**. Each **Insured Person** (or where Insuring Clause 1.2 Company Reimbursement applies, the **Company**) and **QBE** shall use their best efforts to agree this amount.

In default of agreement, the amount shall be determined by a mutually acceptable Senior Counsel or equivalent who shall be entitled to determine the allocation according to his view of what is just and equitable. Where a mutually accepted Senior Counsel is not agreed upon within sixty (60) days, then the Senior Counsel shall be appointed by **QBE**. It is agreed that the Senior Counsel appointed shall act as an expert, not an arbitrator.

Any determined allocation of **Defence Costs** to a **Claim** shall be applied retrospectively to all **Defence Costs** incurred in relation to such **Claim**.

6. Appointment of Lawyers

The **Insured Persons** or the **Company** may appoint lawyers to represent them in defending any **Claim**, subject to **QBE's** prior written consent, such consent not to be unreasonably withheld. Where the same or a similar **Claim** is made against more than one **Insured Person**, the same lawyers shall be appointed to defend all of them unless there is a conflict of interest between the **Company** and/or any **Insured Person**.

7. Conduct of Defence

QBE shall be entitled at any time to conduct, in the name of the **Insured Person** the defence or settlement of any **Claim** and to represent such **Insured Person** in respect of that **Claim**. Any amount incurred by **QBE** on behalf of an **Insured Person** shall be part of the **Loss** and shall erode the **Limit of Indemnity**.

8. Incurring Defence Costs

QBE shall only be liable to pay **Defence Costs** to which it has given its written consent, such consent not to be unreasonably withheld.

9. Information and Assistance

It shall be a condition precedent to **QBE's** obligations that each **Insured Person** and/or the **Company** shall disclose to **QBE** all relevant information and, in addition, shall provide assistance to **QBE** to enable **QBE** or its agents to investigate and/or defend any **Claim** under this **Policy** (including without limitation by way of compliance with any protocol or other procedural requirements which may be relevant to the jurisdiction in which the **Claim** is brought) and/or to enable **QBE** to determine any liability it may have under this **Policy**.

10. Legal Opinion

QBE shall not require the **Insured Persons** to contest any **Claim** unless a mutually acceptable Senior Counsel or equivalent shall advise that such **Claim** should be contested having full consideration as to:

- a) the financial implications, damages and costs likely to be recovered by the claimant; and
- b) the likely **Defence Costs**; and
- c) the prospects of the **Insured Person** successfully defending the **Claim**.

The costs of such legal opinion shall be regarded as part of **Defence Costs**. Where a mutually accepted Senior Counsel is not agreed upon within thirty (30) days, then the Senior Counsel shall be appointed by **QBE**. It is agreed that the Senior Counsel appointed shall act as an expert, not an arbitrator.

11. Priority to Insured Persons

Loss covered under Insuring Clause 1.1 Directors' and Officers' Liability shall be paid before any **Loss** which may be covered under Insuring Clause 1.2 Company Reimbursement.

12. Subrogation

The **Insured Person** and/or **Company** shall do whatever is necessary to preserve or enable **QBE** to enforce any legal rights or remedies or obtain relief or indemnity from other parties to which **QBE** is or may become entitled or subrogated, even if such acts and things need to be done before **QBE** has made any payment.

D. GENERAL CONDITIONS

1. Authorisation

Notice given by or to one **Insured Person** shall constitute notice by or to all **Insured Persons**. Notice given by or to the **Company** shall constitute notice by or to all **Insured Persons**.

2. Cancellation

This insurance is cancellable by the **Company** upon, and subsequent to, receipt by **QBE** of written instructions for such cancellation:

- a) if no **Claim** has been made and no circumstance has been notified prior to such cancellation during the **Period of Insurance**, **QBE** shall return a pro-rated proportion of the **Premium** for the unexpired **Period of Insurance**, unless cancellation within the first three (3) months of the **Period of Insurance**, in which case, **QBE** short period rate shall apply; or
- b) If one or more **Claims** has been made, or circumstance has been notified prior to such cancellation during the **Period of Insurance**, **Premium** shall not be returnable and shall be deemed fully earned at cancellation unless the **Company** withdraws such circumstances or **Claims** and reimburse **QBE** for any payment made. Any return of **Premium** shall also be subject to a written full release of liability from the **Company**.

3. Condition Precedent

The validity of this **Policy** is subject to the condition precedent that:

- a) for the risk insured, the **Insured Person** or **Company** has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- b) if the **Insured Person** or **Company** has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) the **Insured Person** or **Company** has fully paid all outstanding premium for time on risk calculated by the previous insurer on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the **Insured Person** or **Company** to **QBE** before cover incepts.

4. **Fraudulent Claims**

If an **Insured Person** or the **Company** shall make any request for payment in respect of any **Loss** knowing the same to be false or fraudulent, with regards to the amount or otherwise, all entitlements to payment in respect of such **Loss** shall be forfeited.

5. **Jurisdictional Cover**

The cover this **Policy** provides shall extend to any **Claim** made anywhere in the world but shall not include:

- a) any **Claim** made in, or determined pursuant to the law of the United States of America or the Dominion of Canada or their territories or protectorates; or
- b) any **Claim** arising out of the enforcement of judgments, orders or awards obtained within, or determined pursuant to the law of, the United States of America or the Dominion of Canada or their territories or protectorates.

6. **Limit of Liability**

QBE's total liability under this **Policy** for **Loss** in respect of any one **Claim** and in the aggregate in respect of all **Claims** against all **Insured Persons** shall not exceed the **Limit of Indemnity** as specified in the **Schedule**.

7. **Multiple Claims**

All causally connected or interrelated **Wrongful Acts** shall jointly constitute a single **Wrongful Act** under this **Policy**.

Where a single **Wrongful Act** gives rise to more than one **Claim**, all such **Claims** shall jointly constitute one **Claim** under this **Policy**, and the highest **Retention** shall be applicable in respect of such **Claim**.

8. **Other Insurance**

This **Policy** shall apply in excess of any other valid and collectible insurance.

9. **Policy Construction**

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with the laws of the state, 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, territory or country.

The marginal notes and titles of paragraphs in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.

Under this **Policy**, the masculine includes the feminine and the singular includes the plural and vice versa.

10. **Premium Warranty Clause**

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 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**.

11. **QBE's Rights**

In the event of **QBE** being entitled to avoid this **Policy** ab initio, **QBE** may at its sole and absolute discretion elect to give notice in writing to the **Insured Persons** and the **Company** that it regards this **Policy** as of full force and effect save that there shall be excluded from the cover this **Policy** provides any **Loss** which has arisen or which may arise and which is related to the circumstances which entitle **QBE** to avoid this **Policy**. This **Policy** shall then continue in full force and effect but shall be deemed to exclude the particular **Loss** referred to in the said notice (as if the same had been specifically endorsed ab initio).

12. **Retention**

QBE shall only pay in excess of the amount stated as the **Retention** in the **Schedule**, which amount applies to each and every **Claim**. PROVIDED ALWAYS THAT if:

- a) a **Director or Officer** is unable to enforce a right to indemnity against the **Company** to which he or she is entitled, whether at common law, under statute or otherwise, **QBE** shall fund the **Retention** and recover it from the **Company**; or
- b) the **Company** is placed in liquidation (other than voluntary liquidation) and therefore have insufficient funds available to indemnify the **Director or Officer**, then **QBE** shall indemnify the **Director or Officer** against **Loss** arising from any **Claim** and no **Retention** shall apply.

13. **Significant Change**

In the event of a **Significant Change**, this **Policy** shall apply only to **Wrongful Acts** committed prior to the date of such **Significant Change** unless otherwise agreed by **QBE**.

14. Waiver or Amendment

The terms of this **Policy** shall not be waived or changed except by endorsement issued by **QBE** or intended to be issued by **QBE** to form part of this **Policy**.

15. Worldwide Territorial Cover

The cover this **Policy** provides shall extend to a **Wrongful Act** committed anywhere in the world.

E. DEFINITIONS

The following words shall have the same meaning throughout this **Policy**, whether expressed in the singular or in the plural.

1. **"Claim"** shall mean:

- a) any civil or administrative or regulatory proceeding received by any **Insured Person** or the **Company** alleging the commission by an **Insured Person** of a specified **Wrongful Act**; or
- b) any written or verbal communication received by an **Insured Person** or the **Company** alleging the commission by an **Insured Person** of a specified **Wrongful Act**; or
- c) any criminal proceeding commenced by summons or charge received by an **Insured Person** or the **Company** alleging the commission by an **Insured Person** of a specified **Wrongful Act**.

PROVIDED ALWAYS THAT such **Claim** is:

- a) first made against the **Insured** during the **Period of Insurance**; and
- b) notified in writing to **QBE** as soon as practicable during the **Period of Insurance**; and
- c) alleging a **Wrongful Act** that occurred subsequent to the **Retroactive Date**.

2. **"Company"** shall mean the Company stated in the Schedule and shall include any Subsidiary Company.

3. **"Defence Costs"** shall mean all reasonable and necessary costs, charges, fees and expenses, including legal representation costs (other than salaries, commissions, expenses or other benefits of **Insured Persons**) which are incurred by an **Insured Person**:

- a) in the defence of any **Claim**;
- b) in the negotiation of any settlement of any **Claim**;
- c) in the attendance of a regulatory or other official investigation, examination or enquiry.

Defence Costs also includes the costs of obtaining the opinion of a Senior Counsel appointed in accordance with the terms of this **Policy**.

4. **"Director or Officer"** shall mean any natural person who is a director or officer of the **Company**.

5. **"Domestic Partner"** shall mean any natural person qualifying as a domestic partner of, or being in a similar relationship to, an **Insured Person** under the provisions of any applicable law or under the provisions of any formal program established by the **Company**.

6. **"Employment Related Matter"** shall mean any actual or alleged wrongful or unfair dismissal; defamation in relation to wrongful or unfair dismissal; sexual harassment; discrimination; erosion of status protected under applicable law; denial of natural justice; adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another; misleading representations or misleading advertising involving employment with the **Company**.

7. **"Insured Person"** shall mean:

- a) any past, present or future **Director or Officer** or secretary of the **Company** or any natural person who by virtue of any applicable legislation or law is deemed to be a **Director or Officer**;
- b) in the event of the death, incompetence or bankruptcy of a **Director or Officer**, his estate, heirs, legal representatives or assigns, but only for **Loss** incurred by such **Director or Officer** in his capacity as a **Director or Officer**;
- c) the lawful spouse or **Domestic Partner** of any **Director or Officer** provided that the **Claim** is to enforce a judgment against that **Director or Officer** for **Loss** incurred in their capacity as such.
- d) any past, present or future employee.

8. For the purpose of this definition, **"employee"** shall mean:

- a) an employee of the **Company** acting in a managerial or supervisory capacity; or
- b) an employee of the **Company** with regards to an **Employment Related Matter**, or
- c) an employee of the **Company**, in respect of any **Claim** or investigation in which such employee is named as a co-defendant or is required to attend such investigation with any **Director or Officer**.

9. **“Limit of Indemnity”** shall mean **QBE’s** aggregate liability for all **Loss** covered by this **Policy**, irrespective of the number of **Insured Persons** and/or **Company** entitled to indemnity and shall not exceed the amount stated in the **Schedule**.
10. **“Loss”** shall mean the total amount an **Insured Person** and/or **Company** becomes legally liable to pay in respect of a **Claim** first made against them during the **Period of Insurance**. **Loss** shall include:
- a) damages, judgments and expenses; and
 - b) multiple, exemplary or punitive damages where insurable by law (provide these are in addition to compensatory damages and not a form of tax, fine or similar penalty) awarded by a court or tribunal outside of the United States of America or the Dominion of Canada or their territories or possessions; and
 - c) settlements compromising actual or anticipated legal proceedings made with **QBE’s** prior written consent (such consent not to be unreasonably withheld) or in accordance with the allocation provisions; and
 - d) **Defence Costs** incurred with **QBE’s** prior written consent (such consent not to be unreasonably withheld) or in accordance with the allocation provisions of this **Policy**.
- Loss** shall not include aggravated damages, or tax or fines or penalties imposed by law, including but not limited to, civil penalties, or any matter uninsurable by law.
11. **“Period of Insurance”** shall mean the period stated in the **Schedule**.
12. **“Policy”** shall mean:
- a) the **Schedule**, Insuring Clauses, Extensions, Exclusions, Conditions, Definitions 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 Form**.
13. **“Pollution”** shall mean the discharge, dispersal, release or escape of any pollutants including any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals, radioactive and/or nuclear material or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed).
14. **“Premium”** shall mean the premium specified in the **Schedule** or in any endorsement to the **Schedule**.
15. **“Proposal Form”** shall mean the information provided by **Insured Person** and/or the **Company** prior to the inception of this **Policy** and shall include the written proposal and any attachments to it.
16. **“QBE”** shall mean QBE Insurance (Malaysia) Berhad.
17. **“Retention”** shall mean the retention amount stated in the **Schedule**.
18. **“Retroactive Date”** shall mean the date stated in the **Schedule**.
19. **“Schedule”** shall mean the schedule attached to this **Policy** and any amendment to it authorised by **QBE**.
20. **“Securities”** shall include but are not limited to any bond, stock, note, debenture, share, rights, or warrants representing an equity or debt security of the **Company**.
21. **“Securities Offering”** shall mean the offer for subscription or purchase of any of the **Company’s** own **Securities**.
22. **“Significant Change” shall mean:**
- a) any sale of the **Company** or its merger with or acquisition by another entity or group of entities such that the **Company** is not the surviving entity and/or any person or entity, or persons or entities acting in concert:
 - (i) becoming entitled to control the composition of the board of directors; or
 - (ii) controlling more than half the voting power; or
 - (iii) holding more than half of the **Company’s** issued share capital;
 - b) the insolvency, liquidation, bankruptcy or receivership of the **Company**; or
 - c) any sale of more than seventy-five percent (75%) of the **Company’s** total assets to another person or entity or persons or entities acting together.

23. **“Subsidiary Company” shall mean:**

- a) any company in respect of which the **Company** (either directly or indirectly through one or more of its subsidiary companies):
 - (i) controls the composition of the board of directors; or
 - (ii) controls more than half the voting power at a general meeting of shareholders; or
 - (iii) holds more than half of the issued share capital (regardless of class of share);
- b) any company as defined above (other than any company part of whose issued share capital is offered to the public or otherwise traded on a recognized exchange) which is acquired or created on or subsequent to the inception date of this **Policy** and of which the total assets at the date of acquisition or creation, does not exceed twenty-five percent (25%) of the total assets of the **Company** as reflected in the latest and consolidated audited financial statements of the **Company**;
- c) any other company that **QBE** has given prior written consent to for its inclusion as a subsidiary company under this **Policy**.

24. **Terrorism**

“**Terrorism**” shall mean any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government 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.

25. **Wrongful Act**

“**Wrongful Act**” shall mean any actual or alleged wrongful act or omission including any misleading statement, misstatement, misrepresentation, breach of trust, breach of duty or breach of warranty or authority committed by an **Insured Person** solely in his capacity as an **Insured Person**.

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:

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| 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 |
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