

QBE GROUP PERSONAL ACCIDENT Insurance POLICY

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QBE INSURANCE (MALAYSIA) BERHAD
(151086-D - A member of the worldwide QBE Insurance Group)

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Selangor Darul Ehsan, P.O. Box 10637, 50720 Kuala Lumpur, Malaysia.
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A. THE COVER

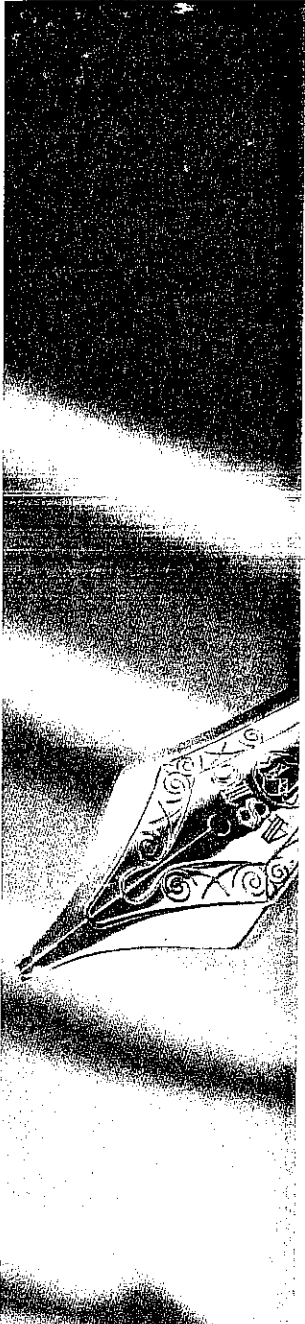
Preamble

WHEREAS the Insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to QBE INSURANCE (M) BERHAD (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if any time during the Period of Insurance stated in the Schedule hereto or during any further Period for which the Company may accept payment for renewal of this Policy any Insured Person shall sustain any Event, THEN the Company will pay to the Insured the Sum Insured for the Benefit set forth in the Schedule.

PROVIDED ALWAYS THAT:-

1. No amount shall be payable:-
 - (a) Under Benefits 1 or 2 unless the death or loss takes place within 365 days after the date of bodily injury.
 - (b) Under Benefits 3 and/or 4 in respect of any one injury for more than 104 weeks from the commencement of the disablement
 - (c) Until the total amount shall have been ascertained and agreed
2. In respect of any sums payable under Benefit 2 the maximum shall not exceed 100% of the Sum Insured for each Insured Person.
3. The Insured shall not be entitled to be paid under more than one of the Benefits in the Schedule in respect of any one Event except that the Insured Person shall be entitled to receive compensation under Benefit 4 for a period in successions to a period under Benefit 3.
4. In the event of any sum becoming due or payable under Benefits 1 or 2, any sums paid or payable under Benefits 3 and/or 4 shall immediately cease upon certification by a qualified medical specialist or medical practitioner that such infirmity sustained is within the meaning as described under Benefits 1 or 2. Under no circumstances will the Company be liable for more than 100% of the Sum Insured under Benefit 1 for each Insured Person for any claim under Benefit 1, or Benefit 2, or Benefits 1 or 2,3 and/or 4, or any other combination of Benefits.
5. The Company shall not be liable to make any further payment to the Insured in respect of an Insured Person after a claim under Benefits 1 or 2 has been admitted and becomes payable.
6. Unless the consent of the Company shall have previously been obtained and recorded by endorsement hereon, this Policy does not cover death or disablement consequent upon the insured Person riding or otherwise on a motor-cycle in whatsoever circumstances, engaging in Hunting, Steeple-chasing, Football, Rugby, Hockey, Mountaineering, Polo, Racing of any kind including rallies, motorcross or any form of racing competition (except any form of racing on foot), Speed Demonstration or Trial Tests or any form of motor vehicle or aircraft or vessel, Go-Karting, Scuba or Skin Diving of any kind including the use of Aqua-lungs, Training and/or performance of any form of Martial Arts or Self defence such as Karate, Tae-Kwan-do, Judo, and the like whilst the Insured Person is serving in any branch of the Armed Forces (whether voluntary or otherwise) including Police of any country or international authority (whether in time of peace or war), whilst the Insured person is serving in any fire fighting services or agencies (whether voluntary or otherwise), Hang-Gliding.
7. This Policy does not cover Death or Permanent Disablement directly or indirectly caused by:-
 - (a) War Invasion Act or Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion, Revolution Insurrection Riot Strike Civil Commotion Military or Usurped Power Hijacking and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such claim.
 - (b) The Insured Person being in or upon or entering or descending from Aircraft of any kind or caused by or resulting from a descent or fall from such Aircraft except in respect of the Insured Person's journey as a ticket-holding passenger over established air routes in fully licensed standard type aircraft owned and/or operated by a recognised Air Line
 - (c) Self-Injury Suicide or Attempted Suicide or Provoked Assault or Intoxication Drugs or Insanity or any illness or diseases or any criminal or felonious act.
 - (d) In the case of the Insured Person being a woman, or is attributable wholly or in part to childbirth or pregnancy notwithstanding that such event may have been accelerated or induced by accident.



8. This Policy does not cover:

- (i) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process nuclear fission.

9. The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

10. Where a number of Insured Persons are travelling in the same conveyance, the liability of this Company to pay compensation under this Policy shall be limited to a maximum of RM7.5 million. In the event the aggregate exceeds the said amount, the settlement of claims for respective Insured Persons shall be on proportionate basis.

11. Accidental Death and/or Permanent Disablement or any other loss as within defined contributed by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

12. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 endorsement 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.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

B. CONDITIONS

1. All notices required to be given by the Insured to the Company must be in writing addressed to the nearest Local Branch or Agency of the Company 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 an authorised representative of the Company.
2. The Company shall at any time by giving seven days' notice to the Insured by Registered Letter at the Insured's address as last known to the Company, be at liberty to terminate and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance. This Policy may be cancelled at any time by the Insured on seven days' notice to the Company and (provided no claim has arisen during the then current Period of Insurance) in such event the Insured shall be entitled to a return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force during the then current Period of Insurance.
3. The Insured shall give immediate notice to the Company of any change of address or in the Insured Persons' business or occupation or in duties of the Insured Persons or any injury disease physical defect or infirmity by which the Insured Person has become affected and also notice of any other insurance (excepting Coupon or in connection with a Motor Insurance Policy) effected against accident or incapacity in respect of the Insured Persons.
4. The Company shall unless otherwise expressly provided by endorsement on this Policy be entitled to treat the Insured 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 the receipt of the Insured alone shall be effectual discharge.
5. If the proposal or declaration of the Insured 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. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured shall within 14 days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible instruct the Insured Person to procure and act on proper medical or surgical advice.

The Insured shall at the expense of the Insured furnish to the Company all such certificates information and evidence as may be required by the Company and the Insured Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Insured Person the Company shall be entitled to have a post mortem examination at its own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.

7. 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.

8. If the Company shall disclaim liability to the Insured for any claim hereunder, in no case shall the Company 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.
9. It is a fundamental and absolute and special condition of this contract of insurance that the premium due must be paid and received within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

C. EVENT AND BENEFIT

Event

Bodily injury caused solely and directly by violent accidental and visible means resulting sole and directly and independently of any other cause

Benefit

1. Death – 100% of the Capital Sum Insured	The Sum Insured for Benefit No.1 in the Schedule
2. PERMANENT DISABLEMENT per following scale:- insured for	The following percentages of the Sum Benefit No. 2 in the Schedule
2.1 Loss of both hands	100%
2.2 Loss of both feet	100%
2.3 Complete and irrecoverable loss of sight in both eyes	100%
2.4 Loss of one hand and one foot	100%
2.5 Complete and incurable insanity	100%
2.6 Injuries resulting in permanently being bedridden	100%
2.7 Any other injuries causing permanent total disablement	100%
2.8 Complete and incurable paralysis	100%
2.9 Loss of arm at shoulder	100%
2.10 Loss of arm between shoulder and elbow	100%
2.11 Loss of arm at elbow	100%
2.12 Loss of arm between elbow and wrist	100%
2.13 Loss of hand at wrist	100%
2.14 Loss of leg at hip	100%
2.15 Loss of leg between knee and hip	100%
2.16 Loss of leg below knee	100%



Event	Benefit
2.17 Loss of eye – whole	100%
2.18 Loss of eye -- sight of	100%
2.19 Complete and irrecoverable loss or sight in one eye except perception of light	50%
2.20 Loss of lens of eye	50%
2.21 Loss of four fingers and thumb of one hand	50%
2.22 Loss of four fingers	40%
2.23 Loss of thumb	25%
	- both phalanges
	- one phalanx
2.24 Loss of index finger	10%
	- three phalanges
	- two phalanges
	- one phalanx
2.25 Loss of middle finger	6%
	- three phalanges
	- two phalanges
	- one phalanx
2.26 Loss of ring finger	5%
	- three phalanges
	- two phalanges
	- one phalanx
2.27 Loss of little finger	4%
	- three phalanges
	- two phalanges
	- one phalanx
2.28 Loss of metacarpals	3%
	- first or second (additional)
	- third, fourth or fifth (additional)
2.29 Loss of toes	15%
	- all
	- great, both phalanges
	- great, one phalanx
	- other than great, if more than one toe each
2.30 Loss of hearing	75%
	- both ears
	- one ear
2.31 Total Loss of speech	50%

The complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members.

In the event of partial loss of any member or members specified above proportionately lower percentage of compensation shall be payable.

In the event of Permanent Disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured person.

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 Insured Person.

In the event of total of 100% being paid to an Insured Person all insurance hereunder shall immediately cease to be in force for that Insured Person.

All other losses smaller than 100% having been paid shall reduce the coverage by that amount from date of accident until expiry of the Policy for each Insured Person.

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| 3. TEMPORARY TOTAL DISABLEMENT from engaging in or giving attention to profession or occupation of each Insured Person. | Weekly Compensation at the rate stated under Benefit No. 3 in the Schedule. |
| 4. TEMPORARY PARTIAL DISABLEMENT from engaging or giving attention to profession or occupation of each Insured Person. | Weekly Compensation at the rate stated under Benefit No. 4 in the Schedule. |

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:

(a) 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

(b) DIRECTOR
 CONSUMER AND MARKET CONDUCT
 DEPARTMENT
 BANK NEGARA MALAYSIA
 JALAN DATO ONN
 50480 KUALA LUMPUR
 TEL: 03-2698 8044
 FAX: 03-2693 4051