

QBE Insurance (Malaysia) Berhad Reg. No. 161086-D
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)
No. 638, Level 6, Block B1, Leisure Commerce Square, No. 9, Jalan PJS 8/9, 46150 Petaling Jaya, Selangor.
Postal Address P.O. Box 10637, 50720 Kuala Lumpur, MALAYSIA.
telephone: 03-7861 8400 • facsimile: 03-7873 7430
GST Reg No. : 002077360128
www.qbe.com.my email: info.mal@qbe.com



QBE EVENT LIABILITY 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.



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This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **QBE Insurance (Malaysia) Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the **QBE INSURANCE MALAYSIA BERHAD**.

1. COVERAGE

1.1 LIABILITY

The Company will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation (excluding punitive or exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages) in respect of Personal Injury or Property Damage happening during the Period of Insurance caused by an Occurrence in the course of and at an Insured Event within the Territorial Limits as specified within the Policy Schedule.

1.2 LAW COSTS AND EXPENSES

With respect to the indemnity afforded by this policy the Company will:

- (a) defend in the Insured's name and on their behalf any suit against the Insured alleging such Personal Injury or Property Damage and seeking damages on account thereof even if such suit is groundless, false or fraudulent, and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all expenses incurred by the Company, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until the Company has paid tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability specified in the schedule;
- (c) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred with the consent of the Company;

Provided that:

- (i) The Company will not be obliged to pay any claim or judgment or to defend any suit after the Limit of Indemnity has been exhausted by payment of judgments or settlements,
- (ii) if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim, the Company's liability to pay any law costs and expenses in connection therewith will be limited to such proportion of the law costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

The amounts thus incurred are payable by the Company in addition to the applicable Limit of Indemnity of this Policy.

2. LIMIT OF INDEMNITY

The maximum liability of the Company in respect of any claim or any series of claims for Personal Injury and/or Property Damage caused by or arising out of one Occurrence will not exceed the Limit of Indemnity specified in the Schedule. All Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of the one Occurrence.

3. EXCESS

When specifically indicated in the attached Schedule and/or Endorsements, each claim arising under this Policy is subject to the excess shown.

4. EXCLUSIONS

This policy does not cover liability in respect of:

4.1 EMPLOYMENT LIABILITY

- 4.1.1 Personal Injury to any employees of the Insured arising directly or indirectly out of or in the course of their employment in the Business of the Insured;
- 4.1.2 Any liability the Insured may have in respect of Personal Injury sustained to any person who is, pursuant to any legislation relating to work injury compensation, deemed or defined to be an employee of the Insured;

4.1.3 Any liability in respect of which the Insured is entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workmen's compensation whether or not the Insured is party to such contract of insurance.

4.1.4 Any liability imposed by the provisions of any work injury compensation legislation or any industrial award or agreement or determination.

4.1.5 Employment practices.

4.2 **PROPERTY IN CUSTODY OR CONTROL**

Property Damage to:

4.2.1 Property owned by or leased or rented to the Insured; or

4.2.2 Property in the physical or legal control of the Insured.

But this exclusion will not apply to liability for Property Damage to:

4.2.3 Premises (including Landlord's fixtures and fittings) which are leased or rented to the Insured;

4.2.4 Premises (and the contents thereof) not owned, leased or rented by the Insured but temporarily occupied by the Insured for work therein but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work.

4.3 **INSURED'S PRODUCT**

Claims arising directly or indirectly out of any defect or deficiency in goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured other than liability in respect of Personal Injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the course of and at an Insured Event.

Provided that:

4.3.1 The liability of the Company shall not exceed the amount specified in the Schedule of the Policy as the sub-limit of indemnity in the aggregate or if no sub-limit is specified then the Limit of Indemnity will apply in the aggregate during any one period of insurance.

4.3.2 The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

4.4 **LOSS OF USE**

Loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in or lack of performance by or on behalf of the Insured of any contract or agreement.

4.5 **COSMETICS**

Personal Injury resulting from the use or application of any treatment, therapy or cosmetic.

4.6 **AIRCRAFT AND WATERCRAFT**

Claims arising out of the ownership, maintenance, operation or use by the Insured or on the Insured's behalf of any aircraft or other aerial device, hovercraft, watercraft or any other mechanically propelled vehicles and their trailers.

This does not apply to:

4.6.1 vehicles or watercraft being used for the purposes of display, exhibition, demonstration, installation or dismantling within the confines of the venue.

4.6.2 the loading or unloading of any vehicle beyond the limits of any carriageway or thoroughfare.

4.7 **CONTRACTUAL LIABILITY**

Liability assumed by the Insured under any contract or agreement except to the extent that such liability would have been implied by law.

4.8 **BUILDING WORK**

Claims in respect of bodily injury or property damage arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except such erection, demolition, alteration, or addition not exceeding the sum of RM50,000.

4.9 SEXUAL MOLESTATION

Claims in respect of any actual or alleged sexual molestation or any act or omission in respect of the prevention or suppression of such sexual molestation.

4.10 PROFESSIONAL LIABILITY

The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

4.11 LIBEL AND SLANDER

Liability arising out of the publication or utterance of a libel or slander.

4.12 RADIOACTIVITY

Personal Injury or Property Damage directly or indirectly caused by contributed to or arising from:

4.12.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.

4.12.2 nuclear weapons material.

4.13 WAR

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or expropriation, including lawful seizure, resumption, confiscation, nationalization, destruction or damage to property by or under the order of any Government or public or local authority.

4.14 POLLUTION

4.14.1 Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. Provided that this exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.

4.14.2 Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution provided that this exclusion 4.14.2 shall not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.

4.14.3 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants in the United States of America or Canada or in any country to which the laws of the United States of America or Canada apply.

4.15 ASBESTOS

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

4.16 FAULTY WORKMANSHIP

The cost of performing completing, correcting or improving any work undertaken by the Insured.

4.17 FINES, PENALTIES

Fines, penalties or liquidated damages, punitive or exemplary damages.

4.18 TERRITORIAL AND JURISDICTIONAL LIMITS

4.18.1 Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada.

4.18.2 Claims and actions to which the laws of the United States of America or the Dominion of Canada apply.

4.18.3 Claims arising out of any Insured Event held or due to be held in the United States of America or the Dominion of Canada.

4.19 TERRORISM

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss damage, death, injury, illness, 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 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 of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

4.20 INFORMATION TECHNOLOGY HAZARDS, COMPUTER DATA, PROGRAM AND STORAGE MEDIA

4.20.1 Personal injury or property damage arising, directly or indirectly, out of, or in any way involving the insured's "Internet Operations"

This exclusion does not apply to personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

Nothing in this exclusion shall be construed to extend coverage under this policy to any liability which would not have been covered in the absence of this exclusion.

4.20.2 Property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

- (a) The use of any computer hardware or software;
- (b) The provision of computer or telecommunication services by the insured or on the insured's behalf;
- (c) The use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

4.21 INFLATABLE PLAY EQUIPMENT

Liability arising out of the ownership, possession or use of any inflatable play equipment including but not limited to bouncy castles, slides or rides.

5. DEFINITIONS

5.1 "Insured" means:

- (a) the named Insured specified in the Schedule;
- (b) every Director, Executive Officer, Employee, Partner or Shareholder of the Insured but only whilst acting within the scope of their duties in such capacity;
- (c) every principal, in respect of the liability of such principal arising out of the performance by the Insured of any contract or agreement for the performance of work of such principal, to the extent required by such contract or agreement, but limited in all to the extent of coverage and limit of liability as provided for in this policy.

5.2 "Personal Injury" means:

bodily injury (which expression includes death and illness), disability, shock, fright, mental anguish or mental injury;

5.3 "Property Damage" means:

- (a) physical injury to or destruction of tangible property including the loss of use thereof at any time resulting there from, or
- (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

5.4 "Occurrence" means:

an event, including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury, or Property Damage, neither expected nor intended from the standpoint of the Insured.

- 5.5 **“Insured Event”** means:
the exhibition, conference, show or other event shown in the Schedule.
- 5.6 **“Insured’s Products”** means:
any goods, products or property after they have ceased to be in the Insured’s possession or under the control of the Insured, manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied, distributed by the Insured (including any container thereof other than a Vehicle)
- 5.7 **“Venue”** means:
the place(s) stated in the Schedule where the Insured Event is to be held.
- 5.8 **“Watercraft”** means:
any vessel, craft or thing made or intended to float on or in or travel on or through water.
- 5.9 **“Aircraft”** means:
any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- 5.10 **“Pollutants”** means:
any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 5.11 **“Policy”** means:
this document and each memorandum issued by the Company and attached, or intended to be attached, to it.
- 5.12 **“Business”** means:
the business activities described in the Policy Schedule.
- 5.13 **“Employee”** means:
any person engaged under a contract of service or apprenticeship with the Insured, but does not include any person employed under such contract who is excluded from the definition of “worker” under any workers’ compensation legislation.
- 5.14 **“Internet Operations”** means:
- (a) Use of electronic mail systems by the insured or the insured’s employees, including part-time and temporary staff, contractors and others within the insured’s organization;
 - (b) Access through the insured’s network to the world wide web or a public internet site by the insured’s employees, including part-time and temporary staff, contractors and others within the insured’s organization;
 - (c) Access to the insured’s intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the insured or others outside the insured’s organization; and
 - (d) The operation and maintenance of the insured’s web site.
- 5.15 **“Territorial Limits”** means:
worldwide excluding United States of America and the Dominion of Canada unless otherwise specified in the Schedule.
- 5.16 **“Employment Practices”** means:
any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by the Insured.

6. CONDITIONS

6.1 DUTY OF DISCLOSURE

Where you have applied for this Insurance wholly 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."

6.2 JOINT INSURED

Where more than one party comprises the Insured each of the parties will be considered as a separate and distinct unit and the word Insured will be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this clause will result in an increase of the Company's Limit of Liability in respect of any one Occurrence.

6.3 NOTICES

Notice in writing shall be given as soon as possible to the Company of:

- (a) every Occurrence, claim, writ, summons proceedings, impending prosecution, inquest and all information in relation thereto which may result in a claim under the Policy, whether or not the Insured believes any claim amount might fall below any deductible stated in the Schedule.
- (b) every change materially varying any of the facts or circumstances existing at the commencement of this Policy that shall come to the knowledge of the Insured.

Any notice given in writing by the Company to the first named Insured in the Schedule shall be deemed to be notice given to each of the parties comprising the Insured.

6.4 OTHER INSURANCE

- (a) As soon as is reasonably practical but within fifteen (15) days after entering into any other contract of insurance, the Insured shall notify the Company of, and shall give the Company full details of, any such other insurance which provides indemnity, in full or in part, for any of the liabilities insured hereunder.
- (b) To the extent that the Insured has any other insurance in force in respect of the liabilities insured hereunder, the Company will only be liable under this Policy for the excess beyond any amount insured by such other insurance in respect of that liability, whether or not such insurance is valid or collectable.

6.5 SUBROGATION

In the event of a payment under this Policy to or on behalf of the Insured the Company will be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured will execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights.

6.6 CLAIMS

- (a) The Insured will not without the consent in writing of the Company make any admission, offer, promise, or payment in connection with any Occurrence or claim and the Company if it so desires will be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim.
- (b) The Insured will use its best endeavours to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair will be effected without the consent of the Company until the Company will have had an opportunity of inspection.
- (c) The Company will be entitled to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise.
- (d) The Company will have full discretion in the conduct of any proceedings in connection with any claim and the Insured will give all information and assistance as the Company may require in the prosecution, defence or settlement of any claim.

6.7 DISCHARGE OF LIABILITIES

The Company may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the Limit of Liability or such other limit specified in respect thereof (after deduction of any sum or sums already paid as compensations in respect thereof), or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claims except for costs, charges and expenses;

- (a) recoverable from the Insured for all part of the period prior to the date of such payment;
- (b) incurred by the Company;
- (c) incurred by the Insured with the written consent of the Company prior to the date of such payment.

6.8 REASONABLE CARE

The Insured will:

- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition and
- (b) take all reasonable precautions to
 - (i) prevent Personal Injury and Property Damage and
 - (ii) comply and ensure that its employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed:
 - by all relevant Public Authorities
 - for the safety of persons or property
 - for the disposal of waste products
 - for the handling, storage or use of inflammable liquids or substances, gases or toxic chemicals.

6.9 INSPECTION OF OPERATIONS

- (a) The Company shall be permitted but not obligated to inspect the Insured's operations at any time.
- (b) Neither the Company's right to make nor its failure to make, nor the making of any inspection nor any report thereof shall be used by the Insured or others in any action or proceeding involving the Company.
- (c) The Company may examine and audit the Insured's books and records at any time during Period of the Insurance and within three years thereafter but such examination and audit shall be restricted to matters which in the opinion of the Company are relevant to the Policy.

6.10 ADJUSTMENT OF PREMIUM

- (a) If the first or renewal premium for the Policy or any part thereof shall have been calculated on the estimates furnished by the Insured, the Insured shall within thirty (30) days after the expiry of each Period of Insurance furnish to the Company such matters, particulars and information relevant to the policy as the Company may reasonable require. The premium for the said period shall thereupon be adjusted and any difference paid by or allowed to the Insured as the case may be. Provided that the adjusted premium shall not be less than the minimum premium charged by the Company.
- (b) The Insured shall keep a record of all matters, particulars and information requested by the Company and shall on reasonable notice, allow the Company or its nominee to inspect and make copies of such records.

6.11 PREMIUM PAYMENT WARRANTY CLAUSE

- (a) Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the company (or the intermediary through whom this policy was effected) within sixty (60) days of the:
 - (i) Inception date of the coverage under the policy, renewal certificate or cover note; or
 - (ii) Effective date of each endorsement, if any, issued under the policy, renewal certificate or cover note.
- (b) In the event that any premium due is not paid and actually received in full by the company (or the intermediary through whom this policy was effected) within the sixty (60) day period referred to above, then:
 - (i) The cover under the policy, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said sixty(60) day period;
 - (ii) The automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and

(iii) The company shall be entitled to a pro-rata time on risk premium subject to a minimum of RM25.00.

(c) If the period of insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the company (or the intermediary through whom this policy was effected) within the period of insurance.

6.12 STATUTORY REQUIREMENTS

This Policy does not cover liability in respect of claims made or actions instituted within any country state or territory outside Malaysia that require insurance to be insured or secured with an insurer or organization licensed in that country state or territory to grant such insurance.

6.13 DISPUTES

All disputes arising out of or under this Policy shall be subject to determination by any court of competent jurisdiction within the country in which this Policy was issued according to the law applicable to that jurisdiction.

6.14 CONDITION PRECEDENT

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

- (a) For the risk insured, the named insured 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 named insured 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 named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based 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 named insured to the company before cover incepts.

6.15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

A person who is not a party to this policy contract shall have no right under the CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 to enforce any of its terms.

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 authorized bodies:

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| <p>(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</p> | <p>(b) 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</p> |
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