

**QBE Insurance (Malaysia) Berhad**  
(Licensed under Financial Service Act 2013, regulated by Bank Negara Malaysia)  
**Registration No. 198701002415 (161086-D)**  
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## **QBE GROUP PERSONAL ACCIDENT Insurance POLICY**

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**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 BENEFITS FROM YOUR POLICY."



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**A. THE COVER**  
**Preamble**

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 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, motor cross 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-Kart, 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 defense 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 there from 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. Aggregate Compensation
- It is hereby understood and agreed that the total Company's liability shall not exceed RM 7,500,000 for all admissible claims arising from any one accident or event. In the event the total admitted claims for any particular insured accident or event exceeding RM 7,500,000, 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.
13. Infectious or Contagious Disease Exclusion during a PHEIC
- a) This agreement does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
  - b) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
  - c) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
  - d) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## 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 initial 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. **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. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted there from 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.

7. 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.

8. 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 indifference, 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.

9. 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.

10. 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 on us 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.

11. **Sanction Limitation and Exclusion Clause**

The Company 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 the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom and United States of America.



**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

1. Death – 100% of the Capital Sum Insured
  
2. PERMANENT DISABLEMENT per following scale:- Insured for
  - 2.1 Loss of both hands 100%
  - 2.2 Loss of both fee 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%
  - 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
    - both phalanges 25%
    - one phalanx 10%
  - 2.24 Loss of index finger
    - three phalanges 10%
    - two phalanges 8%
    - one phalanx 4%
  - 2.25 Loss of middle finger
    - three phalanges 6%
    - two phalanges 4%
    - one phalanx 2%
  - 2.26 Loss of ring finger
    - three phalanges 5%
    - two phalanges 4%
    - one phalanx 2%
  - 2.27 Loss of little finger
    - three phalanges 4%
    - two phalanges 3%
    - one phalanx 2%
  - 2.28 Loss of metacarpals
    - first or second (additional) 3%

**Benefit**

The Sum Insured for Benefit No.1 in the Schedule

The following percentages of the Sum Benefit No. 2 in the Schedule



Event		Benefit	
2.29	Loss of toes	third, fourth or fifth (additional)	2%
		All	15%
		great, both phalanges	5%
		great, one phalanx	2%
		other than great, if more than one toe each	1%
2.30	Loss of hearing	both ears	75%
		one ear	15%
2.31	Total Loss of speech		50%

Loss of or Loss of Use shall mean permanent and total loss of the use of the limb in terms of physical incapacity or disability in all aspects of daily living and not only in terms of professional or occupational incapacity or disability of the Insured Person.

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:

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| <p>(a) <b>OMBUDSMAN FOR FINANCIAL SERVICES</b><br/>         CO. NO. 200401025885<br/>         (664393-P)<br/>         LEVEL 14, MAIN BLOCK MENARA TAKAFUL MALAYSIA<br/>         NO. 4, JALAN SULTAN SULAIMAN 50000 KUALA LUMPUR<br/>         TEL: +603-22722811<br/>         FAX: +603-22721577<br/>         EMAIL: <a href="mailto:ENQUIRY@OFS.ORG.MY">ENQUIRY@OFS.ORG.MY</a></p> | <p>(b) <b>LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)</b><br/> <b>BANK NEGARA MALAYSIA</b><br/>         PO BOX 10922<br/>         50929 KUALA LUMPUR<br/>         TEL: 1-300-88-5465 (LINK)<br/>         FAX: 03-2174 1515</p> |
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**Contact Details**

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