



Employer's Liability Policy

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Insurance Berhad** (hereinafter referred to as the Company) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that if any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business.

The Company will subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) in respect of such injury or disease indemnify the Insured against liability.

- (a) at law for damages and claimant's costs and expenses
- (b) to reimburse the Social Security Organization by virtue of Section 47 of the Employees' Social Security Act, 1969 and will in addition pay all costs and expenses incurred with the Company's written consent.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in so far as they can apply.

Exclusions

The Company shall not be liable in respect of

- (a) the Insured's liability to employees of contractors to the Insured
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (d) any injury by accident or disease sustained outside the Geographical Area
- (e) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any Workmen's Compensation Law
- (f) any injury by accident or disease attributable to or occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-
 - i. War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
 - ii. Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - iii. Any "Act of Terrorism"
For this purpose an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionizing radiations or contamination by radioactivity from any nuclear 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 exception combustion shall include any self-sustaining process of nuclear fission.

- ii. nuclear weapons material.
- (h) 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 or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Conditions

The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. Every notice or communication to the Company shall be in writing and sent to the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this Policy, or any endorsement thereon, will be held valid unless the Company has signified its assents thereto in writing.
2. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
3. In the event of any occurrence, which may give rise to a claim under this Policy the Insured shall give written notice to the Company as soon as possible or not later than 15 days from the date of occurrence and in any case within 6 weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
4. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all information and assistance as the Company may require.
5. If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith
6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Insured at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation. Premium shall be adjusted in accordance with Condition 6.
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 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 months 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 months 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 of 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 or 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. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Clauses

The following Clauses are applicable to this Policy :

JURISDICTION CLAUSE

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

Subject otherwise to the terms, exceptions and conditions of the Policy.

COMMON LAW LIABILITY CLAUSE

It is hereby declared and agreed that this Policy cover Common Law up to limit AS STATED IN THE SCHEDULE in respect of anyone claim or series of claims arising out of one event.

PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company 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 Company 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 authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy.

The following Clauses are applicable to this Policy if specified in the schedule:

C007 - COINSURANCE AND LEADER CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following companies each of which agrees for the proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss and damage in the circumstances provided for by this policy indemnify the Insured in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead Coinsurer, is authorised to sign the Policy/Endorsement/Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

EMPLOYEE-TO-EMPLOYEE EXTENSION CLAUSE

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the period of insurance and arising out of and in the course of his employment by the Insured in the business stated in the Schedule the Company will at the request of the Insured Indemnify any other employee of the Insured engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he was the Insured observe, fulfill and be subject to the Terms of the Policy in so far as they can apply.

ENDORSEMENT W.60

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted, but only so far as regards claims under

The Workmen's Compensation Act 1952
The Workmen's Compensation (Amendment) Act 1956
The Workmen's Compensation (Amendment) Act 1976
Modification of Laws (Workmen's Compensation)(Extension and Modification) Order 1981 including subsequent amendments to the said Act and Enactments passed prior to the date of this endorsement.
Workmen's Compensation (Amendment) Act 1996

ENDORSEMENT W.76

In consideration of premium being paid on the total earnings of the employees not being workmen within the meaning of the: -

Workmen's Compensation Act 1952
Workmen's Compensation (Amendment) Act 1956
Workmen's Compensation (Amendment) Act 1976
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Insured as set forth in the said schedule raised the defense that such employee is not a workmen within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Policy.

ENDORSEMENT W.77

In consideration of premium being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the

Workmen's Compensation Act 1952
Workmen's Compensation (Amendment) Act 1956
Workmen's Compensation (Amendment) Act 1976
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the within Policy is extended to indemnify the Insured in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of the within Policy.

ENDORSEMENT W.194

In consideration of premium being paid on the total payment to Contractors who contract to provide labour only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Insured in connection with the work in respect of which this is granted, the Company will not raise the defense that there is no contract of service between the Insured and such Contractors or workmen engaged by such Contractors.

ENDORSEMENT W.231

Notwithstanding anything stated to the contrary in this policy, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period of insurance, the liability of the Company in respect of any claim under this policy shall be proportionately reduced and the Insured shall be considered as his own insurer for the difference.

C004 - AUTOMATIC ADDITIONS/DELETIONS CLAUSE

Additional personnel will be automatically held covered under this Policy provided that notice of each addition be advised by the Insured within 60 days of the date of commencement of employment and the appropriate additional premium paid. Deletions of lives insured will be similarly effected from the date of termination of their employment

C006 - PREMIUM ADJUSTMENT CLAUSE

The deposit premium shall be based on the number of lives assured in each category at the commencement of each period of insurance. Within one month of the expiry of each period of insurance, the Insured shall declare the number of lives assured in each category as at the last day of such period of insurance. If the premium calculated on the number so declared shall differ from the deposit premium then one half of such difference shall be paid to the Insurers or refunded by the Insurer as the case may be

EY2K - Y2K ENDORSEMENT 2

It is note and agreed that this Policy is hereby amended as follows :-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :-
- 1) correctly recognize any date as its true calendar date
 - 2) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 - 3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the loss or damage property has been replaced or repaired

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

TEMP - TEMPORARY VISITS OVERSEAS CLAUSE

Notwithstanding anything in the within Policy contained to the contrary, this Policy extends to cover legal liability of the

Insured as within defined in respect of travel out of the territorial limits anywhere in the world by Employees and/or Directors of the Insured.

WARK - WORK AWAY RISKS ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to indemnify the Insured's employees whilst engaged in the Insured's business anywhere in Malaysia.

Provided always that the liability of the Insurers under this extension shall not exceed the limits of liability granted under this Policy.

Subject otherwise to the terms, exceptions and conditions of the Policy.

WLOS - LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that this Insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Insurer of any circumstances or events giving rise or likely to give rise to a claim under this Policy, but limited to thirty days from the date of accident.

WVL - VICARIOUS LIABILITY ENDORSEMENT

It is hereby declared and agreed that this insurance include the vicarious liability of the Insured brought about by the negligent act or omission of the Insured' employees in the course of their employment causing death, bodily injury or sickness to other employees

W002- ENDORSEMENT W.2

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:-
Lathes, Fret-saws, Boring machines, Sanding machines, Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws.

Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Policyholder who is not satisfied with the decision of the senior management of an Insurance Company, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Insurance Company and the Policy number.

Copies of the correspondence between the Policyholder and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

If the Mediator makes an award against an Insurance Company, the Policyholder is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Policyholder decision.

There is no appeal procedure within the FMB. If the Policyholder does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Insurance Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB. The contact address is as follows:

Financial Mediation Bureau (FMB)

**Level 25, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Telephone Number: 03 2272 2811
Facsimile Number: 03 2272 1577
E-mail: enquiry@fmb.org.my
Website: www.fmb.org.my**

PROCEDURE FOR COMPLAINT TO CSB

Any policyholder or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

**Director
Jabatan LINK dan Pejabat Wilayah
Level 13C
Bank Negara Malaysia
P. O. Box 10922
50929 Kuala Lumpur
Telephone Number: 03 2698 8044
Facsimile Number: 03 2693 4051
E-mail: bnmtelelink@bnm.gov.my**

Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

**Head, Customer Service
Level 4, Tower C, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Facsimile Number: 03 2785 3093
E-mail: cmu@etiqa.com.my**