PACIFIC & ORIENT INSURANCE CO. BERHAD (No.12557-W)

A Member Of The Pacific & Orient Group

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Website	www.poi2u.com

EMPLOYERS' LIABILITY POLICY

The benefits(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (Visit www.pidm.gov.my)

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the Contract shall prevail.

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 the **PACIFIC & ORIENT INSURANCE CO. BERHAD** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH 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 exceptions and conditions contained 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 at law for damages and claimant's costs and expenses 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 Policy in respect of liability incurred by the Insured provided that such personal representatives shall though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

PROVIDED ALWAYS that the event of any change in the Law(s) or the substitution of other legislation therefor this Policy shall remain in force but the liability of the Company, shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

EXCEPTIONS

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 be 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 dependants of an employee by virtue of any Workmen's Compensation Law.

f) Any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or nor) civil war mutiny rebellion revolution insurrection or military or usurped power.

g) Any liability of whatsoever nature directly caused by or contributed to by or arising from

   i) Nuclear weapons material

   ii) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception shall include any self-sustaining process of nuclear fission.

h) Any employee who is not a "workmen" within the meaning of the Law (s).

IMPORTANT

The Policyholder shall read this Policy carefully, and if any error or misdescription be found herein or if the cover were not in accordance with the wishes of the Policyholder, advice should at once be given to the Company and the Policy returned for attention.

CONDITIONS

1. This 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.
2. The due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
4. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. 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.
6. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of Company which shall be entitled if it so desires to take over and conduct in his name the defence of 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 such information and assistance as the Company may require.
7. If at the time any claim arise 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 rateable proportion of any such claim and costs and expenses in connection therewith.
8. 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 payments to the Company or by refund by the Company as the case may be.
9. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the Premium shall be adjusted in accordance with Condition 8.
10. All differences arising out of this Policy shall 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 Aribitrator, to the decision of two Arbitrators,of whom one shall be appointed in writing, by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrator do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer 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.

IMPORTANT NOTICE

Your attention is drawn to the 60 days premium warranty attached to the policy.

By this warranty, the insurance policy is automatically cancelled unless the full premium is paid to the insurer within 60 days from the commencement date of cover. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you make full payment of the premium to your broker as soon as possible and in any case within the 60 days period of the premium warranty so as to enable your broker to remit the premiums early to your insurer. You are advised to request your broker to furnish you with the broker's and insurer's receipt on the premium that you paid.

Disputes can be referred to: Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau)
Tel No : 03-2272 2811