

POLICY SCHEDULE WORKMEN'S COMPENSATION

Account Code	D09999-000	Premium:	180.00
Cover Note	G12-00033701	Service Tax:	10.80
Policy No.	010900073013-99	Stamp Duty:	10.00
			Amount Due: 200.80

Period of Insurance (a) From **09 June 2012** to **08 June 2013**
 (b) Any subsequent period for which the Insured shall pay and the company shall agree to accept a renewal premium.

Business **CONSTRUCTION**
 Geographical Area **MALAYSIA ONLY**
 The Insured **ABC SDN BHD**
 The Insured's Address **NO 23 ATAS JALAN ABC
 TAMAN ABC
 BULOH ABC
 85010 SEGAMAT
 JOHOR DARUL TAKZIM**

Place/Places of Employment **WITHIN MALAYSIA**

LAWS

Workmen's Compensation Ordinance 1952
 Workmen's Compensation (Amendment) Ordinance 1956
 Workmen's Compensation (Amendment) Act 1976
 Modification Of Laws (Workmen's Compensation)
 (Extension And Modification) Order 1981
 including subsequent amendments to the said Ordinances and Enactments
 passed prior to the date of issue of the policy or renewal thereof

Item	Estimated number and description	Estimated annual wages, salaries and other earnings	
1	ON ONE (1) PAVER DRIVER ENGAGED IN CONNECTION WITH THE INSURED'S BUSINESS	RM	12,000.00
Total:		RM	12,000.00

Subject to the following Clauses, Warranties and Endorsements attached hereto:

Code	Description	Rate
WEC019	Common Law Liability (RM 1,000,000)	0.00
WEC027	Date Recognition Clause (Casualty / Liability Category and Mixed Property / Casualty / Liability Category)	0.00
WEC028	War and Terrorism Exclusion Endorsement	0.00
WEC029	Cyber Liability Clause	0.00



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Subject to the following Clauses, Warranties and Endorsements attached hereto:

Code	Description	Rate
WEC030	Asbestosis Exclusion Clause	0.00
WEC031	Procedure for Making Insurance Complaints	0.00
WEC033	Latex Exclusion Clause	0.00
WEC040	Electromagnetic Fields Exclusion	0.00
WEW001	Premium Warranty	0.00
WEW231	Warranty 231	0.00
WEW900	Warranty 900	0.00
WEW076	Warranty 76	0.00

Issued in lieu of and cancelling/replacing Cover Not/Policy No **G12-00033701 / 010900073013-02**

Signature of proposal and Declaration dated **09 June 2009**

Issued at **CENTRAL PROCESSING** on **21 June 2012, 09:24:27am**

Signed For and On Behalf Of the company

Assume a person will sign this???

Authorised Signature
TCG Information Systems Pty. Limited

*Please contact our Call Centre at Tel: Our Call Centre
(Kuala Lumpur) if you require further assistance.*

POLICY CLAUSES, WARRANTIES AND EXCLUSIONS

Policy No 010900073013-03

CLAUSE

WEC019 **Common Law Liability (RM 1,000,000)**

It is hereby declared and agreed that notwithstanding anything contained in this Policy to the contrary, the Limit of Indemnity for the Insured's liability at COMMON LAW shall be limited to Ringgit Malaysia One Million (RM1,000,000/-) in respect of any one claim or series of claims arising out of one event.

WEC027 **Date Recognition Clause (Casualty / Liability Category and Mixed Property / Casualty / Liability Category)**

It is noted and agreed 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 as 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 lost or damaged property has been replaced or repaired.
- E. 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.

Subject otherwise to the terms and conditions of the Policy.

WEC028 **War and Terrorism Exclusion Endorsement**

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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- A. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- or
- B. any act of terrorism. 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 (1) and/or (2) above.

If the Insurers 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.

WEC029 **Cyber Liability Clause**

It is hereby understood and agreed that this insurance shall not indemnify the insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the insured's own website, Internet side, web address and/or via the transmission of electronic mail or documents by electronic means.

POLICY CLAUSES, WARRANTIES AND EXCLUSIONS

Policy No **010900073013-03**

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WEC030 Asbestosis Exclusion Clause

This insurance excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

A. asbestos,

or

B. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

WEC031 Procedure for Making Insurance Complaints

Please examine your insurance policy to ensure that it meets your requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If you have any complaints or grievances pertaining to your policy, please contact your agent, if any or get in touch with our issuing office. We assure you that your complaints will be attended to promptly.

As a responsible insurer, we wish to bring to your attention that you could also address your dissatisfaction to Financial Mediation Bureau (FMB) or to Bank Negara Customer Service Bureau (CSB) as listed below.

Procedures for complaint to FMB:

If you are not satisfied with the decision of the Company, you may write to the Mediator with details of the dispute and particulars of your policy.

If the Mediator makes an award against the Company, you are required to inform the Mediator of your decision to accept or deny the award within 14 (fourteen) days.

If you do not accept the award, you may reject the decision of the Mediator. You are free to institute a court against the Company or refer it to Arbitration.

You may communicate with FMB at :

The Financial Mediation Bureau
Tingkat 25, Dataran Kewangan Darul Takaful
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : 03-22722811
Fax : 03-22745752
(claim matters only)

Procedures for complaint to CSB:

Alternatively you may put forward your dissatisfaction over the conduct of the Company by writing to CSB giving details of your complaint and particulars of your policy to:

Biro Perkhidmatan Pelanggan
Jabatan Pengawalan Insurans
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Tel : 03-26988044/26989044
Fax : 03-26945986

WEC033 Latex Exclusion Clause

Notwithstanding any other provision of this policy, it is hereby agreed that this policy shall not apply to and the Company shall have no liability hereunder to the Insured in respect of any Bodily Injury, Personal Injury, or Loss of or Damage to Property arising out of Latex based products including but not limited to examination gloves, surgical gloves, balloon catheters which may lead to latex allergy claims including irritant or allergic contact dermatitis and allergic reaction to latex protein or allergen. Latex protein or allergen shall be considered a Pollutant if released or dispersed within healthcare premises and any such claims shall also be excluded.

WEC040 Electromagnetic Fields Exclusion

This section of the policy does not apply to liability or indirectly out of, caused by or in connection with magnetic, electric or electromagnetic fields or their radiation or interaction in the form of an electromagnetic wave, howsoever caused or generated, or diminution of property value.



POLICY CLAUSES, WARRANTIES AND EXCLUSIONS

Policy No 010900073013-03

WARRANTY

WEW001

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.

Subject otherwise to the terms and conditions of this Policy.

WEW231

Warranty 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

WEW900

Warranty 900

It is hereby agreed and noted that the insurance provided by this policy shall not be construed by the Insured as an exemption to comply with any statutory obligation, including registration of employees with the Social Security Scheme (SOCSCO), where applicable.

Employees Contributing to SOCSCO:

It is hereby declared and agreed that in consideration of an additional premium being paid the insurance of this Policy shall extend to cover employees who are contributing to SOCSCO employment injury scheme.

It is further declared and agreed that in the event of any claim for employment injury, the quantum of compensation payable shall be as provided under the Workmen's Compensation Ordinance without the need for labour assessment report from the Government Labour Office.

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

WEW076

Warranty 76

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

The Workmen's Compensation Ordinance 1952

The Workmen's Compensation (Amendment) Ordinance 1956

The Workmen's Compensation (Amendment) Act 1976

The Modification of Laws (Workmen's Compensation)

(Extension and Modification) Order 1981, including subsequent amendments to the said Ordinances and Enactments passed prior to the date of issue of the policy or renewal thereof, 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 raise the defence that such employee is not a workman within the meaning of the aforesaid Ordinance.

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