
EMPLOYER'S LIABILITY POLICY

WHEREAS the Insured carrying on the Businesses 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 **UNI.ASIA GENERAL INSURANCE BERHAD** (formerly known as South East Asia Insurance 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 Terms of this Policy) indemnify the Insured against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its 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.

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 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 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 not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- (g) any liability of whatsoever nature directly or indirectly 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 combustion shall include any self-sustaining process of nuclear fission.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expressions to which a specified 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 fulfilment of the Terms 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 the Company which shall be entitled if it so desires to take over and conduct in his name the defence 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 such information and assistance as the Company may require.
7. 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 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 payment to the Company or by a 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 Arbitrator to the decision of two Arbitrators one to 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 Arbitrators 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 provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

N.B. For your own protection please read this Policy and its conditions and if the Policy be not filled in correctly or according to your intention return same to the office for attention.

ENDORSEMENTS/CLAUSES/WARRANTIES (Not included in the Policy unless specified in the Schedule)

Jurisdiction Clause

Notwithstanding anything contained herein to the contrary it is a condition precedent to liability hereon that the indemnity provided herein shall not apply to:-

- (i) Loss arising from or determined by judgements delivered or obtained otherwise than by a court of competent jurisdiction within Malaysia Singapore and Brunei.
- (ii) costs and expenses of litigation which are not incurred in and recoverable in the territory specified in (i) above.

Work Away Risks Clause

The Policy is extended to include the Insured's liability as within defined in respect of accident to the employees of the Insured covered under this Policy whilst temporarily working outside Malaysia and arising out of and in the course of the Business of the Insured.

ENDORSEMENTS/CLAUSES/WARRANTIES
(Not included in the Policy unless specified in the Schedule)

Employees to Employees 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 indemnify shall as though he were the Insured observe fulfill and be subject to the terms of this Policy insofar as they can apply.

Co-insurance Clause

This Policy is issued on a Co-insurance basis and any reference to the term "The Insurer" appearing in the schedule of this Policy or in any endorsement attached hereto shall mean the Insurers mentioned in the Schedule each of which agrees to indemnify the Insured in the event of any loss for the proportion set against its name as stated in the Schedule such other proportion as may be substituted therefor by memorandum signed by or on behalf of the Insurer.

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 omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy provided that the amount of the claim is not hereby increased.

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

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 Insurers 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 Insurers 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.