

Information and Communication Technology Policy



QBE

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Our agreement in general

Parties to this agreement

This **policy** is between **QBE** and the **insured** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

Policy structure

Each **insuring clause section** sets out the scope of the main coverage and the circumstances in which **QBE's** liability to the **insured** is limited or may be excluded. Further, each **insuring clause section** sets out other terms and conditions relevant to that **insuring clause section**.

Additional clauses set out terms, exclusions or limitations that may apply to more than one **insuring clause section**.

Policy period

The **policy** will provide insurance as described herein for the **period of insurance** provided the **premium(s)** and other charges are paid to and accepted by **QBE** on or before the payment date shown in the **schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

Premium

The **premium** is deemed paid and accepted on receipt by **QBE** or the broker appointed to place this insurance with **QBE**. If any **premium** is not paid and accepted by **QBE** on or before its payment date shown in the **schedule**, **QBE** can give written notice to the **insured** at its address shown in the **schedule**, cancelling the **policy** with effect from the seventh (7th) day after the notice has been served. Cancellation will be prevented from taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

1 Section 1 - Professional indemnity

Subject to the terms, conditions, limitations and exclusions of this **policy**:

1.1 Insuring clause - civil liability

QBE will pay on behalf of the **insured**, **loss** for civil liability arising from any **claim**, first made and notified to **QBE** during the **period of insurance**, incurred in the provision of **business services**, that occurs within the **territorial limits**, including but not limited to:

- 1.1.1 access to data - failure to provide authorised access to any **information communication assets**; or
- 1.1.2 **breach of contract**; or
- 1.1.3 civil misconduct - civil liability, error or omission, breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation; or
- 1.1.4 **computer virus** - unintentional transmission of a **computer virus**; or
- 1.1.5 competition, consumer and fair trade legislation breach - notwithstanding general exclusion 'legislation and regulations' **unfair competition**; or
- 1.1.6 data extraction - improper deep-linking, framing, web scraping, web harvesting or web data extraction; or
- 1.1.7 defamation – unintentional libel, slander or defamation; or
- 1.1.8 cyber liability and hacking - failure of the **insured** to protect against unauthorised access to, unauthorised use of, a denial of service attack against, or transmission of a **computer virus to information and communication assets**; or
- 1.1.9 intellectual property rights infringement - including but not limited to copyright, design (including in respect of semiconductor topographies), title, slogan, trade secret, trademark, trade name, trade dress, service mark, service name, domain name or metatag, database rights, breach of moral rights (including failure to attribute authorship or provide credit under any agreement to which the insured is a party), passing off, plagiarism, patent, piracy or misappropriation of ideas under implied contract, including any **claim** made against the **insured** by a **licensee** in respect of the **insured's** ownership or ability to license any intellectual property.

QBE's total aggregate liability for any 'intellectual property rights infringement' **claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1; or
- 1.1.10 joint venture - the carrying on of **business services** as a joint venturer or in partnership with others PROVIDED THAT such cover does not extend to any joint venturer or partner of the insured; or
- 1.1.11 loss of **documents and data** - the mislaying, distortion, erasure, loss and/or destruction of **documents and data** entrusted to or deposited with the **insured**; or
- 1.1.12 misuse of confidential information - failure to properly handle, manage, store, destroy or otherwise control third party confidential information in any format provided to the **insured** including that protected under a non-disclosure agreement or similar contract with the **insured**; or

- 1.1.13 privacy breach - failure to properly handle, manage, store, destroy or otherwise control **personally identifiable information**, including but not limited to any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or
- 1.1.14 privacy regulations breach - unintentional violation by the **insured** of any government or public authority legislation or regulation regarding privacy or data-protection; or
- 1.1.15 vicarious liability - conduct of any consultant, contractor, sub-contractor or agent for whose acts, errors or omissions the **insured** is legally liable, PROVIDED THAT indemnity will only apply in respect of the provision of **technology products** and **technology services** by such consultant, contractor, sub-contractor or agent on the **insured's** behalf and in accordance with a written agreement.

1.2 Insuring clause - extensions

The coverage provided under insuring clause 1.1 'civil liability' is extended to provide cover for a **claim** that arises from:

1.2.1 Advance/emergency payment of defence costs

Advance/emergency payment of defence costs in connection with a **claim** made against the **insured** pending **QBE's** decision whether to grant or refuse indemnity in respect of that **claim** PROVIDED THAT:

- a) No advanced/emergency **defence costs** will be payable where they are less than the amount of the **deductible**; and
- b) any advanced/emergency **defence costs** are repayable by the **insured** in the event that the **claim** is ultimately not indemnified by this policy.

QBE's total aggregate liability for any 'advance/emergency payment of defence costs' **claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.2.2 Contractual liability

notwithstanding general exclusion 'assumed liability', an indemnity and/or hold harmless term of a **contract**.

1.2.3 Cost estimates and cost guarantees

cost estimates and cost guarantees to the **insured's principal** being exceeded by the **insured** or any other party.

1.2.4 Dishonesty and fraud

notwithstanding general exclusion 'dishonesty and fraud', a dishonest, fraudulent, malicious, reckless or criminal act or omission of any **insured** PROVIDED THAT there is no indemnity under this extension for any:

- a) person committing or condoning the act or omission; or
- b) loss sustained as a result of any act or omission occurring after the date on which the **insured** first discovers, or has reasonable cause for suspicion of, a dishonest, fraudulent or malicious act or omission on the part of any persons.

1.2.5 Duty to defend

QBE has the duty to defend the **insured** against any **claim** covered under this **policy**.

QBE has the right to investigate, negotiate and settle any **claim** covered under this **policy**.

QBE's duty to defend shall cease upon:

- a) the exhaustion of the applicable **sub-limit of indemnity** or **limit of indemnity**; or
- b) **QBE's** determination that coverage is not available under the **policy**; or
- c) upon payment of **defence costs** commensurate with the applicable **sub-limit of indemnity** or **limit of indemnity**.

1.2.6 **Extended continuous cover**

notwithstanding general exclusion 'existing circumstances or claims', any fact or circumstance which could have been, but which was not, notified under a previous Professional Indemnity and/or Information Technology Liability Insurance Policy PROVIDED THAT:

- a) the failure to disclose and/or notify was not fraudulent or intentional;
- b) if the fact or circumstance had been notified under the previous policy, the **insured** would have been entitled to indemnity under the previous policy;
- c) apart from **QBE's** right to refuse indemnity due to:
 - (i) a failure to disclose the fact or circumstance to **QBE** before this **policy** was entered into; or
 - (ii) the application of general exclusion 'existing circumstances or claims', the **insured** would be entitled to indemnity under the **policy**;
- d) the **insured** has continued without interruption to be insured under a similar Professional Indemnity and/or Information Technology Liability Insurance Policy from the time when the fact or circumstance could have been notified under the previous policy until the time when the **claim**, fact or circumstance is notified to **QBE**; and
- e) **QBE's** liability for the **claim** shall not exceed the amount of indemnity which would have been available under the previous policy if the fact or circumstance had been notified under that previous policy, or the relevant **sub-limit of indemnity** or **limit of indemnity** under this **policy**, whichever is the lesser.

1.2.7 **Fit for purpose (implied or express)**

notwithstanding general exclusion 'assumed liability', an alleged breach of warranty, condition or guarantee as to the fitness for purpose of the **technology products** or **technology services** implied or expressly included in, a **contract**.

1.2.8 **Limitation of liability**

notwithstanding general exclusion 'assumed liability', a **contract** entered into by the **insured** with another party for the provision of **technology products** or **technology services** which excludes or limits the liability of the other party. In such a case, **QBE** agree that such a **contract** will not prejudice the **insured's** rights to indemnity under this **policy** simply by reason of the exclusion or limitation of liability of such other party.

1.2.9 Liquidated damages

notwithstanding general exclusion 'fines, penalties, liquidated, punitive, multiple or exemplary damages' QBE agrees that if during the **period of insurance** the **insured** has a **claim** for **breach of contract** under this **policy**, QBE will pay on behalf of the **insured** all sums which the **insured** shall become legally liable to pay above the **deductible** for liquidated damages, to the extent that, at the time the amount of such liquidated damages were set in the contract, they were a fair and reasonable estimate of damages that could be recovered against the **insured** had such liquidated damage provisions not been set in the contract and the **claim** had been made at common law.

1.2.10 Return of fees

QBE agrees to pay the return of fees, restitution, offset of fees and amounts paid by the **insured's principal** that form part of a **claim**.

QBE's total aggregate liability for any 'return of fees' **claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3 Insuring clause – first party extensions

QBE will pay **first party claims** arising out of the provision of **business services** in accordance with the following extensions:

1.3.1 Breach of privacy regulations civil penalties

QBE will pay any civil penalty imposed upon the **insured** during the **period of insurance** for a breach of privacy legislation PROVIDED THAT QBE will not be liable to the **insured** for any penalty for which QBE is legally prohibited at law from indemnifying or based on, attributable to or in consequence of any:

- a) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation; or
- b) gross negligence or recklessness; or
- c) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost,

provided in all cases that such costs and expenses, or such civil penalty, arises in the ordinary course of the **insured's business services**.

QBE's total aggregate liability for any 'breach of privacy civil penalties' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR200,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.2 Computer system extortion

QBE will pay reasonable costs and **cyber extortion expenses** the **insured** incurs, with the prior written consent of QBE, for **cyber extortion threat** happening during the **period of insurance**.

QBE's total aggregate liability for any 'computer system extortion' **first party claim** will not exceed the **sub-limit of indemnity** which is ten percent (10%) of the **limit of indemnity** or MYR200,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.3 Costs of official enquiries

QBE will pay reasonable costs incurred by the **insured** with QBE's prior written consent, for the **insured's** legal representation at any enquiry (including any coronial enquiry or

any enquiry under the disciplinary rules of a professional association of which the **insured** is a member) or other similar process relating to or connected with the **business services**, which the **insured** is legally compelled to attend PROVIDED THAT:

- a) the enquiry is ordered or commissioned during the **period of insurance**;
- b) **QBE** shall be entitled to nominate lawyers to represent the **insured**;
- c) the **insured** notifies **QBE** in writing as soon as practicable and during the **period of insurance** after having received notice of the enquiry; and

QBE's total aggregate liability for any 'costs of official enquiries' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.4 Court attendance compensation

QBE will pay compensation to the **insured**, with the prior written consent of **QBE**, in the event that the legal advisers acting on behalf of the **insured** require any **insured**, any **employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **claim**, for which cover is afforded under this **policy**, made against the **insured**.

QBE's total aggregate liability for any 'court attendance compensation' **first party claim** will not exceed the **sub-limit of indemnity** of MYR4,000 per day or MYR200,000 in the aggregate. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.5 Crisis management and credit monitoring expenses

QBE will pay reasonable **crisis management and credit monitoring expenses** the **insured** incurs, with the prior written consent of **QBE**, in order to comply with **data breach law**.

QBE's total aggregate liability for any 'data breach notification costs' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.6 Data breach notification costs

QBE will pay reasonable costs the **insured** incurs, with the prior written consent of **QBE**, for **data breach notification costs** happening during the **period of insurance**.

QBE's total aggregate liability for any 'data breach notification costs' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.7 Fidelity

Notwithstanding general exclusion 'negotiable paper', **QBE** will pay on behalf of the **insured** any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes:

- a) in the **insured's** care, custody or control; or
- b) which belong to the **insured**; or
- c) for which the **insured** is legally responsible,

which the **insured** sustains as a result of any dishonest or fraudulent act of any of the **insured's employees** and which is committed in the conduct of the **insured's business services** PROVIDED THAT:

- (i) there is no indemnity for any person committing or condoning the dishonest or fraudulent act; and
- (ii) the **insured** first discovers the loss during the **period of insurance**; and
- (iii) the **insured** notifies **QBE** in writing within the **period of insurance** and within 28 days of either having reasonable cause for suspicion of the loss or discovery of the loss; and
- (iv) there is no indemnity under this clause for loss sustained by the **insured** as a result of any act committed after the date on which the **insured** first discovers or have reasonable cause for suspicion of, dishonesty or fraud on the part of the **employee** concerned; and
- (v) the **insured** provides all information and assistance that **QBE** request in order to recover from the **employee** or the **employee's** estate; and
- (vi) the **deductible** shall apply for each and every individual dishonest or fraudulent act.

QBE's total aggregate liability for any 'fidelity' **first party claim** will not exceed the **sub-limit of indemnity** of MYR200,000. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.8 Irrecoverable fees

Notwithstanding general exclusion 'returned fees', if a third party is refusing to pay for an amount claimed by the **insured** and the basis of their refusal is likely to give rise to a **claim** insured under this **policy** for an amount greater than the amount in dispute, **QBE** may, at its discretion, pay the disputed amount above the **deductible** in order to mitigate any such **claim** against the **insured**. The **insured** must satisfy **QBE** that **QBE's** payment will fully and finally resolve the **claim** or circumstance by that third party.

QBE's total aggregate liability for any 'irrecoverable fees' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1. Should the disputed amount ultimately be recovered, the **insured** must return to **QBE** the amount **QBE** originally paid.

1.3.9 Key person loss

QBE will pay costs incurred by the **insured** with **QBE's** prior written consent, for **key person loss** incurred during the **period of insurance**.

QBE's total aggregate liability for any 'key person loss' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.10 Loss mitigation and rectification

Notwithstanding general exclusion 'insureds own costs of rectification', **QBE** will pay reasonable direct costs and expenses incurred by the **insured** to rectify or mitigate the effects of an act, error or omission of the **insured** resulting from the provision of **technology products** or **technology services** that would otherwise be subject to a covered **claim** under the **policy** if not rectified or mitigated PROVIDED THAT:

- a) the act, error or omission is discovered by the **insured** and notified to **QBE** as soon as practicable during the **period of insurance**;
- b) the **insured** notifies **QBE** of the **insured's** intention to take such action and receive **QBE's** written consent (which shall not be unreasonably withheld) before incurring these costs and expenses; and

- c) no cover is provided for indirect costs and expenses including loss of profit or bonus, or costs and expenses of material, or **technology services** which result in an increased quality or standard from that specified in the relevant **contract**.

QBE's total aggregate liability for any 'loss mitigation and rectification' **first party claim** will not exceed the **sub limit of indemnity** which is ten percent (10%) of the **limit of indemnity** or MYR1,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.11 **Loss of or damage to documents and data**

QBE will pay on behalf of the **insured** for costs and expenses reasonably incurred in replacing or restoring **documents and data** discovered by the **insured** to be lost, damaged or destroyed and after diligent search, cannot be found PROVIDED THAT:

- a) the discovery of such **documents and data** occurred during the **period of insurance** and is notified to **QBE** in accordance with the terms of this **policy**; and
- b) such coverage shall be limited to the costs, charges and expenses of whatsoever nature incurred by the **insured** in replacing and/or restoring such **documents and data** and any **first party claim** for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to prior written approval by a competent person nominated by **QBE** with the consent of the **insured**; and
- c) such coverage shall be limited to the loss of any **documents and data** which were in the physical custody or control of the **insured** or any other person to whom the **insured** entrusted, lodged or deposited such **documents and data** in the ordinary course of the **insured's business services**.

QBE's total aggregate liability for any 'loss of or damage to documents and data' **first party claim** will not exceed the **sub-limit of indemnity** which is ten percent (10%) of the **limit of indemnity** or MYR1,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

1.3.12 **Public relations expenses**

QBE will pay on behalf of the **insured** for **public relations expenses** incurred in connection with a **reputation event** which happens during the **period of insurance**.

QBE's total aggregate liability for any 'loss of or damage to documents and data' **first party claim** will not exceed the **sub-limit of indemnity** which is twenty percent (20%) of the **limit of indemnity** or MYR4,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 1.

2 Section 2 – Personal injury and property damage

Subject to the terms, conditions, limitations and exclusions of this **policy**:

2.1 Insuring clause – personal injury and/or property damage

QBE will pay to or on behalf of the **insured** all sums which the **insured** becomes legally liable to pay by way of compensation arising from any **claim** in respect of **personal injury** and/or **property damage** first happening during the **period of insurance** caused by an **occurrence** within the **territorial limits** in connection with the **insured's business services**.

2.2 Insuring clause – extensions

The coverage provided under insuring clause 2.1 'personal injury and/or property damage' is extended to provide cover for a **claim** that arises from:

2.2.1 Care, custody and control

property damage occurring to property not owned by the **insured** which is in the **insured's** physical or legal control for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan to the **insured** in connection with **business services**.

QBE's total aggregate liability for any 'care, custody and control' **claim** will not exceed the **sub-limit of liability** which is ten percent (10%) of the **limit of liability** or MYR1,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of liability** for section 2.

2.2.2 Joint ventures

QBE will pay on behalf of the **insured** any **claim** for which cover is afforded under this policy caused by an **occurrence** in connection with **business services** in any joint venture. For the purpose of clarity, this extension shall only apply to acts of the **insured** and cover does not extend to any joint venturer or partner of the **insured**.

2.2.3 Lessors of equipment

QBE will indemnify any lessor with whom the **insured** has entered into a written agreement for the lease of equipment (not belonging to the **insured**) used by the **insured** in connection with **business services** PROVIDED THAT no cover will be afforded to the lessor:

a) than would have been provided hereunder to the **insured** if the **insured** had been held legally liable for the same **personal injury** and/or **property damage** and only where that liability arises out of the **insured's** use of such equipment in the carrying on of **business services**; and

b) for activities that occur after the end of the equipment lease.

2.2.4 Principal's indemnity

any legal liability of the **insured's principal**, to pay compensation to any person or entity (other than the **insured**) in respect of **personal injury** and/or **property damage** caused by the **insured** which occurs within the **territorial limits** and during the **period of insurance** as a result of an **occurrence** in connection with **business services**.

2.2.5 Products liability

QBE will pay to or on behalf of the **insured** all sums which the **insured** becomes legally liable to pay by way of compensation in respect of **personal injury** and/or **property damage** arising out of any **claim** first happening during the **period of insurance** and caused by an **occurrence** in connection with the **insured's products** happening within the **territorial limits**.

2.2.6 Tenants liability

QBE will indemnify any lessor with whom the **insured** has entered into a written agreement for the rental or lease of premises (not belonging to the **insured**) from which the **insured** conducts **business services** PROVIDED THAT no more extensive cover shall be afforded to the lessor than would have been provided hereunder to the **insured** if the **insured** had been held legally liable for the same **personal injury** and/or **property damage** and only where that liability arises out of the **insured's** use of such premises in the ordinary course of **business services**.

2.2.7 Vendors liability

QBE will indemnify the **insured's** vendor, with whom the **insured** has entered into a written contract for the distribution or sale of **technology products**, for legal liability to pay compensation to any person or entity (other than the **insured**) PROVIDED THAT no cover shall be afforded to the vendor for any modification, representation or warranty unauthorised by the **insured**.

2.3 Insuring clause – first party extensions

QBE will pay a **first party claim** arising out of the provision of **business services** in accordance with the following extensions:

2.3.1 Court attendance compensation

QBE will pay compensation to the **insured**, with the prior written consent (such consent not to be unreasonably withheld) of QBE, in the event that the legal advisers acting on behalf of the **insured** require any **insured**, any **employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **claim** made against the **insured** for which cover is afforded under this **policy**.

QBE's total aggregate liability for any 'court attendance compensation' **first party claim** will not exceed the **sub-limit of liability** of MYR4,000 per day or MYR200,000 in the aggregate. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 2.

2.3.2 Product recall expense

notwithstanding general exclusion 'product recall and product liability', QBE will pay on behalf of the **insured** liability arising from any **first party claims** in respect of **product recall expense** incurred by the **insured** within the **territorial limits** during the **period of insurance**, if the **insured's products** are recalled from the market or from use because it has become known or reasonably anticipated that they may cause **personal injury** and/or **property damage** due solely to:

- a) the accidental omission of an ingredient or component; or
- b) accidental introduction or substitution of a deleterious ingredient or component.

PROVIDED THAT there is no cover available under this insuring clause extension 'product recall expense':

- a) where the **insured's products** known or reasonably anticipated propensity to cause **personal injury** and/or **property damage** comes about due to:
- (i) inherent or inevitable degradation, degeneration or corruption; or any characteristic of which the **insured** knew or reasonably ought to have known at the commencement of the **period of insurance**; or
 - (ii) mislabelling or misdirection due to the continued use of existing labels or instructions which have passed their internal review date or have ceased to be approved for the **insured's products** by the relevant regulator.

QBE's total aggregate liability for any 'product recall expense' **first party claim** will not exceed the **sub-limit of liability** which is ten percent (10%) of the **limit of liability** or MYR1,000,000 whichever is the lesser. Indemnity forms part of and is not in addition to the **limit of indemnity** for section 2.

3 Section 3 - Limits, reinstatement, deductible and defence costs

3.1 Limit of indemnity/liability

3.1.1 In respect of section 1, **QBE's** total liability for any one **claim, first party claim** and for all **claims, first party claims** will not exceed the amount stated as the **limit of indemnity** under section 1 on the **schedule** or any applicable **sub-limit of indemnity**, during the **period of insurance**.

3.1.2 In respect of section 2, **QBE's**:

3.1.2.1 total liability for any one **claim, first party claim** and for all **claims, first party claims** caused by or arising out of one **occurrence** will not exceed the amount stated as the **limit of liability** under section 2 on the **schedule** or any applicable **sub-limit of liability**.

3.1.2.2 total aggregate liability during any one **period of insurance** for all **claims** and **first party claims** arising out of the **insured's products** shall not exceed the **limit of liability** under section 2 on the **schedule** or any applicable **sub-limit of liability**.

3.1.3 All **claims, first party claims**, loss, liability, expenses and costs otherwise recoverable under this **policy** resulting from:

- a) one and the same occurrence, act error or omission; or
- b) a series of occurrences, acts errors or omissions arising out of or attributable to the same originating cause, source or event,

shall be deemed to be one **claim** or one **occurrence** regardless of the number of claimants involved.

3.1.4 Under no circumstances will a **claim** give rise to indemnity under both section 1 and section 2 of this **policy**.

3.1.5 Any **sub-limit of indemnity/liability** is deemed to be part of and not in addition to the **limit of indemnity/liability**.

3.2 Reinstatement of the limit of indemnity/liability

3.2.1 In respect of Section 1 of this **policy**, **QBE** will provide, subject to the terms below, one reinstatement of the **limit of indemnity**.

3.2.2 In respect of Section 2 of this **policy**, **QBE** will provide, subject to the terms below, unlimited reinstatements of the **limit of liability** except for all **claims** arising out of the **insured's products**.

3.2.3 **QBE** will reinstate the **limit of indemnity/liability** only if it has been exhausted by the payment of any **claim, first party claim** or **defence costs** PROVIDED THAT:

- a) the **limit of indemnity/liability** available under any policy or policies in excess of this **policy** has been exhausted; and
- b) **QBE's** total aggregate liability for any one **claim** or any one **first party claim** will not exceed the applicable **sub-limit of indemnity/liability** or **limit of indemnity/liability**; and

Notwithstanding anything to the contrary in this **policy** no reinstatement is applicable for any **sub-limit of indemnity/liability**.

3.3 Deductible

- 3.3.1 The **deductible** is the amount first payable by the **insured** in respect of each and every **claim, series of claims, first party claim** or circumstance as ascertained after the application of all other terms and conditions of this insurance. The **deductible** will be applied to **defence costs**, fees and expenses (unless expressly stated otherwise in the **schedule**).
- 3.3.2 Where the **deductible** is specified in the **schedule** to be inclusive of **defence costs**, the **insured** shall pay the **defence costs** as they are incurred, up to the amount of the **deductible**.
- 3.3.3 Where the **deductible** is specified in the **schedule** to be exclusive of **defence costs**, the **insured** shall not be required to contribute the **deductible** towards those **defence costs**.

3.4 Defence costs

- 3.4.1 **QBE** will pay **defence costs** in respect of any **claim** covered under section 1 or section 2 subject to any applicable **sub-limit of indemnity/liability** or **limit of indemnity/liability**.
- 3.4.2 Where the **limit of indemnity/liability** is specified in the **schedule** to be inclusive of **defence costs**, **QBE's** liability for any **claim** or **first party claim**, including for **claimants costs**, will not exceed the **limit of indemnity/liability** or any applicable **sub-limit of indemnity/liability**.
- 3.4.3 Where the **limit of indemnity/liability** in the **schedule** is specified to be exclusive of **defence costs**, **QBE** agree to indemnify the **insured** for **defence costs** PROVIDED THAT if the **limit of indemnity/liability** is exhausted by the payment or settlement of any **claim** or loss then **QBE's** liability to pay **defence costs** in respect of that **claim** or loss shall be limited to any such proportion of those **defence costs** as the **limit of indemnity/liability** available for payment or settlement of that **claim** or loss bears to the total payment (including applicable **claimant's costs**) required to dispose of that **claim** or loss.
- 3.4.4 The **limit of indemnity/liability** in respect of **North America** will always be in the aggregate inclusive of **defence costs** and the limit granted is deemed to be part of and not in addition to the **sub-limit of indemnity/liability** or the overall **limit of indemnity/liability** specified in the **schedule** or elsewhere in this **policy**.

4 Section 4 - General exclusions

This **policy** excludes and does not cover any **claim, first party claim, liability, loss or defence costs**:

4.1 Aircraft or watercraft

arising directly or indirectly out of, or in connection with the ownership, possession, provision or use by or on behalf of the **insured** of any **aircraft, avionics technology, watercraft**.

For the purpose of this exclusion “avionics technology” means electronic control devices, their associated software and/or firmware, fitted within any **aircraft, spacecraft** or other aerial device and used in connection with their control or flight.

4.2 Associated company

brought or maintained by or on behalf of:

- a) any **insured** or any **parent** of the **insured** or any **subsidiary**; or
- b) any firm, partnership or entity in which the **insured** or any director or partner of the **insured** has a financial or executive interest; or
- c) any person who, at the time of the act, error or omission giving rise to the **claim** or **first party claim**, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of any **insured** (family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

PROVIDED THAT this exclusion shall not apply to such **claims** or **first party claims** originating from an independent third party.

4.3 Assumed liability

directly or indirectly arising out of any contractual or other assumed liability, guarantee or warranty unless the **insured** would in any event be legally liable in the absence of such contractual or other assumed liability, guarantee or warranty.

4.4 Existing circumstances or claims

arising out of:

- a) any **claim, first party claim, liability, loss or defence costs** made against the **insured** prior to the **period of insurance**; or
- b) any **claim, first party claim, liability, loss or defence costs** directly or indirectly arising out of, or in any way involving any fact or circumstance:
 - (i) of which written notice has been given under any previous policy (whether insured by **QBE** or not); or
 - (ii) which is noted on the **proposal** for the current **period of insurance** or any previous proposal; or
 - (iii) of which the **insured** first became aware prior to the **period of insurance** and which the **insured** knew, or ought reasonably to have known, had the potential to give rise to a **claim** or loss.

4.5 Financial services

arising directly or indirectly out of any regulated activities as defined under any applicable financial services legislation in any jurisdiction.

4.6 Fines, penalties, liquidated, punitive, multiple or exemplary damages

arising out of:

- a) any fines or penalties; or
- b) any liquidated damages not arising as part of a **claim** for **breach of contract** and that at the time they were set in the contract were an unfair and unreasonable estimate of damages recoverable against the **insured** had such liquidated damage provisions not been set in the contract and the **claim** had been made at common law; or
- c) any punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal.

4.7 Fraud, dishonesty or reckless acts

arising out of any actual or alleged:

- a) dishonest, fraudulent, criminal or malicious act;
- b) wilful breach of any statute, contract or duty; or
- c) conduct with a reckless disregard for the consequences thereof;

by the **Insured**.

This exclusion will only apply where it is established by an admission of such **insured** or by a final judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

4.8 Gaming, gambling or lotteries

arising directly or indirectly out of the use or provision of any gaming, gambling or lotteries except when such services are included in **business services**.

4.9 Insolvency of the insured

arising out of or relating directly or indirectly to an **insolvency event**.

4.10 Insured's own costs of rectification

directly or indirectly arising out of the **insured's** own costs of performing, rectifying or improving any work undertaken by the **insured**.

4.11 Known defects

arising directly or indirectly out of:

- a) any inherent defect in any **technology products** which are supplied by or originate from a third party but this exclusion does not apply to any amount the **insured** can satisfy **QBE** that they are legally able to recover under a **contract** with a third party; or
- b) **technology products** or **technology services** known by the **insured** to be deficient, ineffective or incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified, warranted (whether express or implied), or guaranteed.

4.12 Legislation and regulation

arising out of the **insured's** actual or alleged breach of any taxation, violation of any law governing criminal liability, unconscionable conduct, competition, restraint of trade or any anti-trust legislation or regulation PROVIDED THAT this exclusion shall only apply to persons who have committed, aided, abetted or knowingly participated in such conduct.

4.13 Liability arising out of employment

arising from the liability to any **employee**, former employee or prospective employee in respect of any obligation owed to the **employee**, former employee or prospective employee by the **insured** as an employer including but not limited to **personal injury**, **property damage**, employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

4.14 Management liability

caused by or arising from any personal liability incurred by a director or officer of the **insured** when:

- a) acting in that capacity or managing the **insured's** business; or
- b) in breach of their fiduciary duty, other than when performing a business activity for a client; or
- c) making or issuing any statement, representation or information concerning the **insured** and the **business services** contained in any accounts, reports or financial statements.

4.15 Natural perils

arising directly or indirectly from physical cause or natural peril, including but not limited to fire, wind, water, flood, subsidence, or earthquake, that results in the physical damage to property including to **information and communication assets**.

4.16 Negotiable paper

arising directly or indirectly from the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

4.17 North America

unless **territorial limits** is stated to be worldwide in the **schedule**:

any proceedings (including arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part), PROVIDED THAT this exclusion will not apply to:

coverage under section 2 'personal injury and/or property damage' of the **policy** in respect of **claims** arising directly out of the presence in **North America** of any person covered under the **policy** who is normally resident outside of **North America** and who is not undertaking manual work or supervision of manual work of any kind whilst in **North America** or its territories or protectorates.

4.18 Nuclear risks

arising directly or indirectly from or attributable to:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.19 Other insurance

where the **insured** is entitled to indemnity under any other policy except in respect of any deductible beyond the amount which would have been payable under such policy had this **policy** not been effected. Where any policy more specific to the matter for which indemnity is sought exists, this **policy** shall sit in excess of any such policy.

4.20 Own property damage

for **Property Damage** happening to:

- a) the **insured's** products if such damage is attributable to any defect therein. Consequential **property damage** caused by the **insured's products** is not excluded or;
- b) property owned by or leased or rented to the **insured**, or
- c) property in the **insured's** physical or legal control, PROVIDED THAT this exclusion shall not apply to:
 - (i) the extent of cover afforded by clause 'loss of documents and data'; or
 - (ii) premises which are leased or rented to, or otherwise temporarily occupied by the **insured**;
 - (iii) the **employees'** property up to a limit of 5% (five percent) of the **limit of liability** or MYR20,000 whichever is the lesser;
 - (iv) **vehicles** (not belonging to the **insured** or used by or on the **insured's** behalf) in the **insured's** physical or legal control where such **property damage** occurs while any such vehicle is in a car park owned or operated by the **insured**, PROVIDED THAT the **insured** as part of the **business services** does not own or operate a car park for reward;
 - (v) as provided by clause 'care, custody and control'.

4.21 Pension, benefit or trust fund management

arising directly from the **insured's** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or the **insured's** breach of any legislation or regulation related to these activities except when such services are included in **business services**.

4.22 Pollution, asbestos or electromagnetic fields

- a) for **personal injury**, sickness, disease, death or **property damage** directly or indirectly caused by seepage, **pollution** or contamination; or
- b) for removing nullifying or cleaning-up seeping, polluting or contaminating substances;
PROVIDED THAT exclusion a) and b) above shall not apply if such seepage, **pollution** or contamination is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place and which occurs outside **North America**.
- c) directly or indirectly arising out of, resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity; or
- d) for **personal injury**, sickness, disease or death directly or indirectly arising out of electromagnetic fields, electromagnetic radiation or electromagnetism.

4.23 Product recall and product liability

arising directly or indirectly out of or in any way involving:

- a) the **insured's** costs of performing, correcting, rectifying or improving any **technology products** or **technology services**; or
- b) the withdrawal, inspection, repair, modification or replacement of any **technology products** or of any property of which such **technology products** form a part, PROVIDED THAT this exclusion will not apply to any portion of a judgement requiring the **insured** to pay compensatory damages following a **breach of contract**; or

- c) goods or products sold, supplied, repaired, altered, treated, manufactured, installed or maintained by the **insured** other than **technology products** or **technology services**.

4.24 **Retroactive date**

under section 1 'professional indemnity', arising from any act, error or omission committed, or alleged to have been committed, prior to the **retroactive date**, unless specified as 'Unlimited' on the **schedule**, in which case this exclusion shall not apply.

4.25 **Sanctions limitation and exclusion**

QBE shall not provide cover nor be liable to pay any **claim** or provide any other benefit hereunder to the extent that the provision of any such cover, payment of any such **claim** or provision of any such benefit would expose **QBE** or any member of **QBE** group to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

4.26 **Territorial limit**

arising from or alleged to have been caused by or sustained from an act committed outside the **territorial limit** and/or from any **claim** first brought in a court outside the **territorial limit**.

4.27 **Trading loss and liabilities**

arising directly or indirectly from:

- a) the **insured's** lost profit, mark-up or liability for VAT, GST or its equivalent; or
- b) the **insured's** trading loss or trading liability including those arising from the loss of any client, account or business.

4.28 **Vehicle**

for **personal injury** and/or **property damage** arising out of the ownership, maintenance, possession or use by the **insured** of any **vehicle** which is registered; or in respect of which insurance is required by virtue of any legislation, PROVIDED THAT this exclusion shall not apply to **personal injury** and/or **property damage** arising from:

- a) the delivery or collection of goods to or from any vehicle where such **personal injury** and/or **property damage** occurs beyond the limit of any carriageway or thoroughfare, or
- b) the loading or unloading of any **vehicle**.

4.29 **War and terrorism**

directly or indirectly caused by, resulting from or in connection with **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **claim**.

This exclusion also excludes any **claim**, liability costs, **defence costs** 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 of the above.

PROVIDED THAT an unlawful act of a **hacker** that damages **information and communication assets** for the sole purpose of exacting malice against or commercial gain from the **insured** shall not be regarded as an act of **terrorism**.

5 Section 5 - General terms and conditions

5.1 Acquisitions and new subsidiaries

5.1.1 Where the **insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies does not exceed twenty percent (20%) of the estimated turnover of the companies covered under this **policy** at inception (less the turnover for companies sold during the **period of insurance**), then this **policy** shall include as an **insured** any such company created or acquired automatically from the date of creation or acquisition without additional premium PROVIDED THAT:

- a) the **business services** carried out by such company is similar to that of the **insured**; and
- b) prior to the acquisition the acquired company did not pay or reserve any professional indemnity or **personal injury** and/or **property damage** claims in the five years prior to the acquisition where the total paid or reserved amount was greater than the **deductible** of this **policy**; and
- c) the retroactive date applicable to the **business services** of the new entity is deemed to be the date of acquisition; and
- d) the **insured**:
 - (i) controls the composition of the board of directors; or
 - (ii) controls more than twenty five (25%) percent of the voting power at a general meeting of shareholders; or
 - (iii) holds more than half of the issued share capital (regardless of class of share); and
- e) the acquired company does not provide **technology products** or **technology services** in **North America**.

5.1.2 Where the **insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies exceeds twenty percent (20%) of the estimated turnover of the companies covered under this **policy** at inception (less the turnover for companies sold during the **period of insurance**), then this **policy** shall include as an **insured** any such company created or acquired automatically from the date of creation or acquisition PROVIDED THAT:

- a) all terms stated in the 'acquisition and new subsidiaries' clause above also apply to this clause; and
- b) the **insured** notifies **QBE** as soon as is reasonably practicable of the creation or acquisition; and
- c) the **insured** accepts the revised premium and or terms applying to each and every such creation and or acquisition; and
- d) all insurance in respect of such created or acquired entities will terminate thirty (30) days following creation or acquisition if terms cannot be agreed between the **insured** and **QBE**.

5.2 Alteration to risk

The **insured** will give immediate notice in writing to **QBE** should there be any material alteration to the risk, fact or circumstance and **QBE** will be entitled to amend the terms and conditions of this **policy** and/or charge additional premium if **QBE** deems there has been an increase in risk exposure.

5.3 **Applicable law**

All disputes arising out of or under this **policy** shall be subject to determination by any court of competent jurisdiction within the country in which this **policy** was issued according to the law applicable to that jurisdiction.

5.4 **Assignment**

No change in, or modification of, or assignment of interest under this **policy** will be effective except when made by written endorsement to this **policy** and signed by **QBE**.

5.5 **Cancellation**

The **insured** may cancel this **policy** at any time by notifying **QBE** in writing and **QBE** will provide a refund of premium for the unexpired **period of insurance** less 20 percent. If any **claim** and/or circumstance have been notified to **QBE** under this **policy**, then **QBE** will be entitled to the entire **premium** and no refund of **premium** will be made. If the **insured** withdraws any such **claim** and/or circumstance and subsequently cancels this **policy**, then **QBE** will allow a refund of the proportionate part of the **premium** for the unexpired **period of insurance** on the same basis as that described above.

QBE will not cancel this **policy** on any other ground except for non-payment of **premium**.

5.6 **Cross liability**

In respect of section 2 'personal injury and/or property damage' only, where the **insured** is comprised of more than one person or entity, each of the parties will be considered as a separate and distinct unit and the cover afforded under this **policy** will be considered as applying to each party in the same manner as if a separate **policy** had been issued to each PROVIDED THAT nothing in this condition will result in an increase in the applicable **limit of liability** or the **period of insurance** under this **policy**.

5.7 **Discharge of liabilities**

QBE may at any time pay to the **insured** in respect of any **claim**, being the subject of one **limit of indemnity/liability**, the balance of that **limit of indemnity/liability** and upon that payment **QBE** will relinquish conduct or control of and be under no further liability under this **policy** in connection with that **claim**, except for:

- a) costs and expenses recoverable from the **insured** for all or part of the period prior to such payment; and
- b) **defence costs** covered prior to such payment.

5.8 **Document management**

QBE may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

5.9 **Material inaccuracy**

5.9.1 The information provided by or on behalf of the **insured** in connection with this insurance (whether at inception or otherwise) shall be materially accurate and not omit material information which is known by the **insured's** board members or equivalent and/or the **insured's** risk manager or ought to have been known by them following their reasonable enquiry.

5.9.2 Breach by fraud or dishonesty

If the **insured** or anyone acting on its behalf breaches any condition contained in the 'Material inaccuracy' paragraph above (whether at inception or otherwise) by fraud or a dishonest act or omission, **QBE** may:

- a) avoid this **policy** from inception; or

- b) impose such terms, conditions and/or additional premium as **QBE** may in its sole discretion determine; and

any benefit which the **insured** has received under this **policy** which resulted from any such fraud or dishonest act or omission shall immediately be repaid to **QBE**. **QBE** will promptly give the **insured** written notice of any applicable additional premium, amended terms and conditions or both.

5.9.3 Breach by non-disclosure, misrepresentation (other than fraudulent or dishonest):

If the **insured** or anyone acting on its behalf breaches this condition (other than by fraudulent or dishonest means), **QBE** may:

- a) avoid this **policy** from inception; and/or
- b) impose such terms and conditions (effective at inception or otherwise) as **QBE** would have imposed in the absence of such breach; and/or
- c) charge such additional premium (effective at inception or otherwise) as **QBE** would have required in the absence of the breach; and
- d) apply such applicable additional premium, amended terms and conditions or both to any notified **claim** or potential **claim**; and

QBE will promptly give the **insured** written notice of any applicable additional premium, amended terms and conditions or both.

5.9.4 Within fourteen (14) days of receipt of such notice, the **insured** will give **QBE** written confirmation of:

- a) acceptance of and a promise to pay the applicable additional premium in accordance with the terms of trade applying to this insurance; or
- b) the **insured's** acceptance of the amended terms and conditions; or
- c) both as applicable.

5.9.5 If **QBE** can demonstrate that **QBE** would have declined to enter into this insurance at inception or to accept the proposed amendment to this insurance during the **period of insurance** on any terms, **QBE** may avoid this **policy** from inception and, if no claims have been paid or accepted under this **policy**, **QBE** shall promptly return to the **insured** all premiums received by **QBE** at the date of breach; and, if **QBE** has paid claims monies under this **policy**, the **insured** shall promptly repay all such claim monies to **QBE**.

5.10 Observance

The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured**, and are not described in the **policy** as conditions precedent, will be a condition of this **policy**. Any waiver by **QBE** of any provision will not prevent **QBE** from relying on such term or condition or condition precedent in the future.

5.11 Policy construction and interpretation

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute or regulation will be construed to include all its amendments or replacements. All headings within the policy are included for convenience only and will not form part of this policy. All references to statutes shall include amendments thereof as well as re-enactments or consolidations intended to replace such statutes.

5.12 Premium payment warranty

Any **premium** due must be paid and received by **QBE** within sixty (60) days of the inception of this **policy**. In the event that **QBE** does not receive such payment, this **policy** will be automatically cancelled and **QBE** will be entitled to the pro-rata **premium** for the time for which **QBE** was on risk.

5.13 Representation

Any person falling within the definition of the **insured** agrees that the business is their agent for the purpose of giving and receiving of any notices from **QBE** or their representatives including any notice of cancellation. The payment to the **insured** of any return premium that may be payable under this **policy** will satisfy **QBE's** obligations to return premium to the business.

5.14 Run off of cover (merger, acquisitions and divested entities)

Where a covered entity or subsidiary ceases to exist or to operate or is acquired by, consolidated with or merged into any other entity, then **QBE** agree that the coverage provided under this **policy** with respect to that entity or subsidiary of the **insured** will continue until the expiry date of the **period of insurance**, PROVIDED THAT such coverage will only apply in respect of the **insured's** liability arising out of any conduct or **occurrence** happening prior to the effective date that such entity or subsidiary ceased to exist or to operate or was acquired by, consolidated with or merged into any other entity, unless otherwise agreed by **QBE** in writing.

5.15 Severability and non-imputation

Where the **insured** is comprised of more than one person or entity and one or more of those persons or entities:

- a) failed to comply with the applicable laws and regulations governing duty of disclosure in the territory where this **policy** was issued; or
- b) made a misrepresentation to **QBE** before this **policy** was entered into; or
- c) failed to comply with a term of this **policy**;

the right of another person or entity to cover under this **policy** shall not be prejudiced as a result PROVIDED THAT the other person or entity:

- (i) was entirely innocent of and had no prior knowledge of the relevant conduct; and
- (ii) notifies **QBE** in writing of all the facts known to the person or entity as soon as is reasonably practicable upon becoming aware of the relevant conduct.

5.16 Supplementary extended reporting period

Supplementary extended reporting periods are available for periods of one (1) year or three (3) years subject to the following conditions and providing the insured pays the additional premium. **QBE** undertakes to offer cover on request and at a premium not exceeding:

<u>Supplementary extended reporting period</u>	<u>% of Annual Premium</u>
1 Year	100%
3 Years	175%

Conditions

The supplementary extended reporting period is not available:

- a) if this **policy** is cancelled by **QBE** or **QBE** fails to offer renewal because of the **insured's** failure to pay the premium or comply with any clauses contained within the 'Duties in the event of a claim or potential claim' section of the **policy**; or

- b) for **claims** arising from the performance of **business services** taking place after the effective date of such cancellation or failure to offer renewal by **QBE**; or
- c) where the **insured** purchases another claims made insurance policy covering civil liability, negligent acts, errors or omissions with a **retroactive date** equal to or earlier than the **retroactive date** on this **policy**; or
- d) before the basic extended reporting period, set forth in the 'Claims notification' clause, ends; or
- e) where the **insured** does not give **QBE** a written request and pay the additional premium for the supplemental extended reporting period within thirty (30) days after the end of the **period of insurance**. The entire premium for the supplemental extended reporting period shall be deemed fully earned and non-refundable at the commencement of the supplemental extended reporting period.

5.17 Subscribing insurer

QBE's obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. **QBE** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

6 Section 6 - Duties in the event of a claim or potential claim

Except for notification relating to a circumstance, the due observance and fulfilment of the provisions of 'claim notification', 'insured's duties' and 'claim procedure' are a condition precedent to **QBE's** liability for any **claim** and/or **first party claim** under this **policy**. The 'observance clause' sets out the consequences of a failure to comply with conditions precedent or **policy** provisions such as the said clauses.

6.1 Claim notification

- 6.1.1 The **insured** will give notice in writing to **QBE**, as soon as reasonably practicable of any **claim**, any notice of an intention to make a **claim** and/or **first party claim** or any circumstance. In respect of Section 1 only, such notice of intention to make a **claim** or circumstance shall be given before expiry of the **period of insurance** and if the **insured** does not renew this **policy** with **QBE**, said notice must be given within ninety (90) days after the **policy** expiry.
- 6.1.2 Any such **claim** and/or **first party claim** or loss and any subsequent **claim** and/or **first party claim** arising out of circumstances notified under this clause shall in each case be deemed to have been made during the **period of insurance** which expired immediately prior to the commencement of the ninety (90) day period referred to in the paragraph above.
- 6.1.3 Neither this basic ninety (90) day extended reporting period nor the 'supplementary extended reporting period' clause extends the **period of insurance** or changes the scope of coverage provided or reinstates or increases the **sub-limit of indemnity/liability** or **limit of indemnity/liability**.
- 6.1.4 Notice of any **first party claim**, **claim** or circumstance which might reasonably be expected to give rise to a **first party claim** or **claim** shall be delivered to:

Claims Manager
QBE Insurance (Malaysia) Berhad
No. 638, Level 6, Block B1
Leisure Commerce Square
No. 9, Jalan PJS 8/9
46150 Petaling Jaya, Selangor Darul Ehsan

6.2 Insured's duties

6.2.1 For each and every **claim** and/or **first party claim** the **insured** and any person acting on behalf of the **insured** must:

- a) not admit responsibility, make an offer or promise, nor offer payment or indemnity without the written consent of **QBE**; and
- b) not incur any expense without the consent of **QBE** except at the **insured's** own cost; and
- c) give all such information or assistance possible and forward all documents, to enable **QBE** to investigate, settle or resist any **claim** and/or **first party claim** as **QBE** may require; and
- d) provide such proof and information with respect to the **claim** and/or **first party claim** as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the **claim** and/or **first party claim** and any matters connected therewith; and
- e) not destroy evidence, supporting information or documentation without **QBE's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a **claim** and/or **first party claim** under this **policy**.

6.3 Claim Procedure

For each and every **claim** and/or **first party claim** the **insured** and any person acting on behalf of the **insured** must:

- a) send **QBE** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto, in connection with an insured event as soon as reasonably practicable when received by the **insured**; and
- b) authorise **QBE** to obtain medical records or other pertinent information upon request, in the event of a covered event involving **personal injury**; and
- c) prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited due to **war** or an act of **terrorism** that the said exclusion, **sub-limit of indemnity/liability** or **limit of indemnity/liability** does not apply, it being understood and agreed that any portion of an exclusion, **sub-limit of indemnity/liability** or **limit of indemnity/liability** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion, **sub-limit of indemnity/liability** or **limit of indemnity/liability** invalid, inapplicable or unenforceable.

6.4 Disputed defence or appeal

If any dispute arises between the **insured** and **QBE** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a legal counsel (or Solicitor with at least 20 years' experience in the field of insurance law) to be mutually agreed between the parties. In the event of conflict between any person falling within the definition of **insured** separate representation will be arranged for each party.

6.5 QBE's rights

- 6.5.1 **Claims** will be handled and administered by **QBE** or such parties as **QBE** in its absolute discretion may determine.
- 6.5.2 **QBE** will be under no obligation to investigate any potential **claims** or to undertake the conduct of any proceedings in connection with such **claims** and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured**.
- 6.5.3 **QBE** may at any time pay the **limit of indemnity/liability** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish

the conduct and control of the **claim** and be under no further liability, except for payment of **defence costs** incurred prior to the date of payment.

6.6 Subrogation

- 6.6.1 For each and every **claim** the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person, including any **service provider**, relating to any loss, liability or **defence costs** that may give rise to a **claim** under this insurance and must assist **QBE** in all respects in exercising such rights if requested to do so by **QBE**.
- 6.6.2 The **insured** will at the request and expense of **QBE** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **QBE** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **QBE** will be or would become entitled or subrogated upon its paying for or the making good of any **claim** under this **policy**, whether such acts and things will be or become necessary or required before or after their indemnification by **QBE**.
- 6.6.3 In the event of any payment under this insurance, **QBE** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 6.6.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them. **QBE** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder. Lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 6.6.5 Expenses necessary for the recovery of any such amounts will be apportioned between the interested parties concerned, in the ratio of their respective recoveries as finally settled.

7 Section 7 - Definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face.

7.1 Aircraft

means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

7.2 Breach of contract

means unintentional breach of any contract to design, produce or supply **technology products** or **technology services** due to:

- a) the **technology products** or **technology services** either not conforming in all material respects with any written specification that forms part of the relevant contract and where it is an express term of the contract that the **technology products** or **technology services** must comply with that specification; or
- b) the **technology products** or **technology services** having a material defect; or
- c) the **technology products** or **technology services** failing to meet any implied statutory term concerning, necessary quality, safety or fitness for purpose; or
- d) the failure to meet any express or implied statutory term concerning the use of reasonable care and skill.

7.3 Business services

means those services specified in the **schedule**, including but not limited to the provision of **technology products** and **technology services** and includes the provision of and management of:

- a) canteens, social, sports, welfare and child care facilities solely for the direct benefit of the **insured's employees**, members or guests; and
- b) first aid, medical, fire and ambulance services provided by the **insured**; and
- c) any premises which the **insured** as owner, tenant or mortgagee in possession use for that purpose in the course of the normal conduct of the **insured's business services**.

7.4 Claim

means a demand for compensation (including **claimants costs**), made by a third party against the **insured** and may take the form of:

- a) any writ, statement of claim, claim form, summons, application or other originating legal (including injunctive process) or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **insured**; or
- b) any notice of intention in writing to commence legal proceedings against the **insured**; or
- c) verbal notice.

7.5 Claimants costs

means legal fees and litigation expenses incurred by a claimant relating to a **claim** for which cover is afforded under this **policy**.

7.6 Computer Virus

means any computer program, including but not limited to, any file virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus or other executable program which contains instructions to initiate an event on the infected

computer, causing modification of, corruption of, or damage to data, memory or data media or otherwise adversely affecting the operation of any information and communications technology system.

7.7 **Contract**

means a written contract for the provision of **technology products** and **technology services** between the **insured** and a client of the **insured** and does not include any form of verbal agreement unless it is subsequently reduced to a formal written document and signed by the **insured** and the client.

For the purpose of this definition a client means any person, firm or corporation with whom or which the **insured** has a **contract** and includes a **licensee**.

7.8 **Crisis management and credit monitoring expenses**

means:

- a) retaining a third party computer forensics firm;
- b) providing credit monitoring services to the **insured's** customers and clients and to any other person or party whose **personally identifiable information** may have been improperly accessed, lost or stolen, provided that this provision will only apply to the extent the **insured** is required to comply with **data breach law**.

7.9 **Cyber extortion expenses**

means reasonable and necessary expenses incurred by the **insured** including the value of any **ransom** paid by the **insured** for the purpose of terminating a **cyber extortion threat**.

7.10 **Cyber extortion threat**

means threat from a **hacker**:

- a) to damage, destroy, alter, corrupt, copy, steal or misuse **information and communication assets** including by introducing a **computer virus**, worm, logic bomb or trojan horse;
- b) to cause a failure of the security protecting **information and communication assets**;
- c) to attack **information and communication assets** in order to restrict or prevent access to **information and communication assets** by authorised persons or entities;
- d) to divulge **information and communication assets** into the public domain which will cause commercial and financial harm;
- e) to fraudulently use **information and communication assets** to cause a loss to either a third-party or the **insured**.

7.11 **Data breach**

means failure by the **insured** or their **service provider** to comply with any **data breach law**.

7.12 **Data breach law**

means, statutes and regulations, as they currently exist and as amended and replaced from time to time, within the **territorial limits**, associated with the confidentiality, access, control and use of **personally identifiable information**.

7.13 **Data breach notification costs**

means those reasonable and necessary expenses incurred by the **insured** or which the **insured** becomes legally obliged to pay for:

- a) the provision of consumer notifications to comply with **data breach law** following a **data breach** including;
 - (i) the legal fees incurred to identify notification communication obligations and draft notification communications;
 - (ii) the costs to draft, send and administer notification communications;
 - (iii) the costs of call centre services to respond to enquiries and queries following a notification communication;

7.14 Deductible

means the amount specified in the **schedule**.

7.15 Defence cost

means all costs and expenses incurred with the prior written and continuing consent of **QBE** (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence, monitoring or settlement of any **claim** and/or circumstance(s) subject to any applicable **sub-limit of indemnity/liability** or **limit of indemnity/liability**. It will not include any costs of the person who is making the **claim** or asserting the liability against the **insured**.

7.16 Documents and data

means deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method, including computer records and electronic data material, but shall not include money, bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

7.17 Employee

means any person including trainees, outsourced employees and temporary employees acting under a contract of service with the **insured** in respect of the conduct of business by the **insured**, PROVIDED THAT it does not include:

- a) any principal, shareholder, partner, director or member of the **insured** in their capacity as such;
- b) any consultant, contractor, sub-contractor or agent unless such parties are providing **technology products** or **technology services** on the **insured's** behalf and in accordance with a written agreement between the **insured** and such consultant, contractor, sub-contractor or agent.

7.18 First party claim

means a claim by the **insured** for indemnity under the **policy** for its own loss rather than for its liability to a third party for such third party's loss.

7.19 Hacker

means anyone who specifically and maliciously targets the **insured** and gains unauthorised access to **information and communication assets** by circumventing electronically or otherwise the security system in place to protect against such unauthorised access. **Hacker** will also include anyone who threatens to specifically and maliciously target the **insured** and gain unauthorised access to **information and communication assets**.

Hacker does include **employees** but does not include any principal, shareholder, partner or director of the **insured**.

7.20 Information and communication assets

means the **insured's** computer and telecommunication system, including but not limited to the **insured's** email system, encrypted electronic signature, encrypted electronic certificate, website, intranet, network, software, hardware, firmware, program or any data held electronically.

7.21 Insolvency event

in relation to the **insured** means:

- a) an application being made for an administration order or the purported appointment of, or the filing at court or issue of any notice of intention to appoint, an administrator in relation to the **insured** or any of its subsidiary undertakings; or
- b) a petition being presented, a meeting being convened or an effective resolution being passed otherwise than with the prior written consent of **QBE** as part of a solvent reconstruction or amalgamation for the winding up of the **insured** or any of its subsidiary undertakings; or
- c) possession being taken of, or a receiver, sequestrator or similar officer being appointed in respect of, the whole or any part of the assets or undertaking of the **insured** or any of its **subsidiary** undertakings; or
- d) the **insured** or any of its **subsidiary** undertakings suspending or threatening to suspend payment of its debts as they fall due or being, or unlikely to become, unable to pay its debts; or
- e) the directors, partners or members of the **insured** or any of its **subsidiary** undertakings making a proposal that it enter into a voluntary arrangement or taking any steps to obtain a moratorium or its taking or being subject to any proceedings under the law for the readjustment, rescheduling or deferment of all or any of its debts, or proposing or entering into any general assignment or composition with or for the benefit of its creditors; or
- f) the **insured** or any of its **subsidiaries** undertakings ceasing or threatening to cease to carry on all or a substantial part of its business or operations, or selling, transferring or otherwise disposing of the whole or a substantial part of its undertaking or assets, either by a single transaction or by a number of transactions; or
- g) the occurrence in respect of the **insured** or any of its **subsidiaries** undertakings of any event in any jurisdiction to which it is subject having an effect similar to that of any of the events referred to in paragraphs a) to f) above.

7.22 Insured

means:

- a) the entity, person and **subsidiary** specified in the **schedule**;
- b) any predecessor in business of any person or entity specified in the **schedule**;
- c) any person who is, was, becomes or ceases to be a principal, director, officer, partner or **employee** of any person, persons, partnership, corporation, statutory authority or other entity specified in the schedule, but in each case solely in respect of the liability arising from activity for and on behalf of that entity; and;
- d) the estate, heirs and executors and/or legal/personal representatives of those parties mentioned above in the event of such parties death, incapacity, insolvency or bankruptcy, for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person, except where the **claim** relates to any actual or alleged act or omission by the estate, heirs and executors and/or legal/personal representatives themselves.

7.23 Insured's principal

means the party with whom the **insured** has entered into a **contract** for performance of work for such principal.

7.24 Insured's products

means any **technology products** developed, manufactured, sold, handled or distributed by the **insured**, including any container, packaging and/or labelling thereof, and no longer in the possession of the **insured**, but the **insured's products** do not include a vending machine or any property rented to or located for use of others but not sold.

7.25 Key person loss

means reasonable costs and/or **public relations expenses** incurred by the **insured** with our prior written consent in order to manage the public communication of, and limit the disruption to the **insured's** business that is directly caused by the permanent disability or death during the **period of insurance** of any principal, partner or director of the **insured**.

7.26 Licensee

means the party with whom the **insured** has entered into a license **contract**.

7.27 Limit of indemnity/liability

means the maximum amount of indemnity/liability, as specified in the **schedule**, afforded by this **policy** during any one **period of insurance** in respect of any **claim**.

7.28 Loss

means any direct or indirect loss suffered by a third party caused by or arising from the **insured's** provision of **technology products** or **technology services** in connection with **business services**.

7.29 North America

means the United States of America or its territories or possessions or Canada.

7.30 Occurrence

means an event, including continuous or repeated exposure to conditions, which result in **personal injury** and/or **property damage** neither expected nor intended by the **insured**. All such exposure to substantially the same general conditions will be deemed to be one **occurrence**.

7.31 Parent

means a company which by itself, or in concert with other companies with the same majority ownership or control as itself:

- a) controls the composition of the board of directors, of the **insured**; or
- b) controls more than half the voting power of the **insured**; or
- c) holds more than twenty five percent (25%) of the issued share capital of the **insured**.

7.32 Period of insurance

means the period stated on the **schedule**, with times taken as being local to the **insured's** address as stated in the **schedule**.

7.33 Personal injury

means:

- a) physical injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;

- b) the effects of false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- c) the effects of assault and/or battery not committed by the **insured** or at the **insured's** direction unless committed for the purpose of preventing or eliminating danger to persons or property.

7.34 **Personally identifiable information**

means any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, national security number, medical or healthcare data, drivers licence number, bank or building society account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account.

7.35 **Policy**

means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

7.36 **Pollutant**

means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

7.37 **Pollution**

means:

- a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time; and
- b) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

7.38 **Premium**

means the premium amount specified in the **schedule** or in any endorsement to this **policy**.

7.39 **Product recall expense**

means reasonable and necessary costs personally and directly incurred by the **insured**, in respect of:

- a) communications including radio and television announcements and printed advertisements; or
- b) the cost of shipping the **insured's products** from any purchaser, distributor or user to the place or places designated by the **insured**; or
- c) the cost of hire of necessary additional persons other than the **insured's regular employees**; or
- d) remuneration paid to the **insured's regular hourly employees** (other than salaried **employees**) at basic rates for necessary regular time or overtime, if required; or
- e) expenses incurred by **employees** for transportation and accommodation where necessary; or
- f) the extra expense for rent or hire of additional warehouse or storage space,

but only when such costs are incurred exclusively for the purpose of recalling the **insured's products** or property of which they form a part, because of an **occurrence**.

It does not include the actual value of the **insured's products** themselves, or of any property of which they form a part, any legal liability to pay damages or compensation of any sort to any other person.

7.40 Products liability

means the **insured's** legal liability to pay compensation in respect of **personal injury** and/or **property damage** occurring within the **territorial limits** during the **period of insurance** as a result of an **occurrence** happening in connection with the **insured's products**.

7.41 Property damage

means:

- a) physical damage to or destruction of tangible property (which includes loss of property) including the resulting loss of use of the property damaged or destroyed; or
- b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property during the period of insurance and caused by an **occurrence**;

PROVIDED THAT, property damage does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.

7.42 Proposal

means any information supplied by or on behalf of the **insured** in written or electronic format, deemed to be a completed proposal form, application form, medical questionnaire including in each case attachments thereto and other relevant information that **QBE** may require.

7.43 Public relations expenses

means:

- a) hiring a public relations firm or law firm, approved by **QBE**, for advertising or other communications services; and
- b) placing advertisements and other communications recommended by a firm, approved by **QBE** in accordance with paragraph (a) above, to explain the nature of the **reputation event** and any corrective actions taken.

7.44 QBE

means QBE Insurance (Malaysia) Berhad and any other subscribing insurers.

7.45 Ransom

means any money, products, goods, services or property of the **insured**.

7.46 Reputation event

means any **first party claim** covered under this **policy** which brings into question the **insured's** reputation.

7.47 Retroactive date

means the date stated as the "retroactive date" in the **schedule**.

7.48 Schedule

means the document titled “schedule” that includes the name and address of the **insured**, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

7.49 Service provider

means a business the **insured** does not own, operate, or control, but that the **insured** hires for a fee under a written contract with the **insured** to perform **business services** on behalf of the **insured**.

7.50 Sub-limit of indemnity/liability

means the maximum amount of indemnity, as specified in the schedule or elsewhere in this **policy**, afforded by this **policy** during any one **period of insurance** in respect of any **claim** or **first party claim**.

7.51 Subsidiary

means any company specified in the **schedule** in respect of which the **insured** or the **parent** (either directly or indirectly through one or more of its subsidiary companies):

- a) controls the composition of the board of directors; or
- b) controls more than half the voting power; or
- c) holds more than half of the issued share capital.

7.52 Technology products

means computer or telecommunications software, hardware, firmware, cabling or electronic equipment, including the design, development, manufacturing, assembly, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.

7.53 Technology services

means any service, advice or work provided by the **insured** in the conduct of **business services** in relation to or in connection with **technology products**, including but not limited to:

- a) technology consulting, systems analysis, design, programming, integration, database design and the catching, collecting, compiling, processing, mining, or recording or analysis of data; and
- b) related services: information system outsourcing, website design, programming or maintenance, information systems or website hosting, internet service provision, internet search and navigational tool provision, electronic mail services, electronic data destruction services, application software and services provision, and telecommunication network application provision.

7.54 Territorial limit

means the territory specified in the **schedule**.

7.55 Terrorism

means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to:

- a) intimidate or coerce a civilian population; or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country; or

- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

7.56 Unfair Competition

means unfair competition, misleading business practices, incorrect description of source, breach of competition, breach of consumer and fair trade legislation, and/or similar legislation, by the **insured**.

7.57 Vehicle

means any type of machine on wheels or on self-laid tracks that is intended to be propelled by other than manual or animal power.

7.58 War

means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.

7.59 Watercraft

means any vessel, craft or thing made or intended to float on, or in, or travel on or through water.

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:

- | | |
|--|--|
| <p>1. FINANCIAL MEDIATION BUREAU (FMB)
LEVEL 25, DATARAN KEWANGAN DARUL TAKAFUL
NO. 4 JALAN SULTAN SULAIMAN
50000 KUALA LUMPUR
TEL: 03-2272 2811
FAX: 03-2274 5752</p> | <p>2. LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)
BANK NEGARA MALAYSIA
P.O BOX 10922
50929 KUALA LUMPUR
TEL: 1-300-88-5465 (LINK)
FAX: 03-2174 1515</p> |
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