

BURGLARY INSURANCE POLICY

WHEREAS the Insured named and described in the Policy Schedule has applied to RHB INSURANCE BERHAD (hereinafter referred to as "the Company") by a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the Schedule as consideration for such Insurance hereinafter provided.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance or during any further period for which the Company may accept payment for the renewal of this Policy and subject to the terms, provisions, exclusions and conditions herein r endorsed hereon, the Company shall indemnify the Insured in respect of :-

- A. The Property insured or any part thereof described and included in the Schedule hereof whilst contained in the premises described in the said Schedule shall be lost:-
Theft consequent upon actual forcible and violent breaking into or out of the said Premises by any person or persons (other than employees)
- B. There shall arise any damage to the said Property or to the Premises, falling to be borne by the Insured, consequent upon any such Theft as aforesaid or any attempt thereat

THE COMPANY SHALL PAY OR MAKE GOOD TO THE INSURED

- Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or
- The nett cost of repairing such damage but not exceeding in respect of any one item specified in the Schedule the Sum Insured thereon nor in respect of damage to the Premises five (5) per cent of the Total Sum Insured nor in the whole during any one Period of Insurance such Total Sum Insured.

DEFINITION

- The Premises described in the Schedule of this Policy shall not include any yard, garden, outbuilding or other appurtenance.
- The term "THEFT,, used in this Policy shall not include the risk of robbery

EXCEPTIONS

The Company shall not be liable in respect of:-

- loss or damage due to such theft as aforesaid or to any attempt thereat by or in collusion with any of the Insured's family, business staff or domestic servants, or any person lawfully on the premises.
- loss destruction or damage occasioned by happening through or contributed to by fire or explosion
- depreciation, consequential loss, loss of market
- losses discovered at stock checks or mysterious disappearance.
- loss or damage arising whilst the Premises are unoccupied for a period exceeding thirty (30) consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and

any additional premium required by the Company has been paid.

- damage to glass or any painting, decoration or lettering or ornamentation or alarm tapes thereon.
- loss or damage to money, securities, securities for money, coins, medals, stamps, stamp collections documents of any kind, business books, rare books curios, manuscripts, plans patterns, models, moulds, designs, deeds, bonds, bills of exchange promissory notes, jewelry, watches, furs, precious metals, precious stones or articles comprising of any of them, computer system n:cords, tobacco, cigars or cigarettes liquor, wine, beer, Chinese herbs, medicine, livestock and accessories of any kind unless specifically mentioned as insured hereunder .
- loss or damage occasioned by or through or in consequence, directly or indirectly caused by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - mutiny, strike, riot, civil commotion, military or popular rising, insurrection, rebellion, revolution, conspiracy, military or usurped power
 - martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - Any act of terrorism
For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.
 - delay, seizure, depreciation, confiscation, commandeering, requisition, compulsory sale (whether under Statute or otherwise) detention, nationalization or destruction of or damage to property by or under the order of any government de jure or de facto or public or local authority.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which 1s not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this exceptions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

- loss or damage to any property whatsoever or any loss or expenses whatsoever resulting from or arising therefrom or any consequential loss

- i) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission
- ii) directly or indirectly caused by or contributed to by or arising from nuclear weapons material

GENERAL CONDITIONS

1. MEANING

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

2. CONDITION PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, conditions and endorsements of this Policy, insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be" conditions precedent to any liability of the Company to make any payment under this Policy.

3. CHANGES IN RISK

This Policy shall cease to be in force:

- (i) if any change shall be made in the Premises or in the condition of the risk as existing at the time of acceptance
- (ii) as to any part of the Property (except as may be herein provided) removed from the premises wherein it is herein stated to be contained without the written assent of the Company
- (iii) as to any part of the Property upon the interest of the Insured therein passing from him otherwise than by will or operation of law unless the Company shall by endorsement hereon declare the insurance to be continued.

4. DUTY OF INSURED

The Insured shall take all reasonable precautions for the safety of the Property, as if it were not insured, as regards selection and supervision of employees, securing all doors and windows and other means of entrance and otherwise and shall not do, suffer or permit anything whereby the risk of the Company shall be increased.

5. NOTICE

All notices required to be given by the Insured to the Company must be in writing addressed to the Head Office or Branch Offices of the Company from which this Policy was issued, and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the Terms of this Policy, nor endorsement thereon, shall be held valid unless the same is signed or initialed by an authorized representative of the Company.

6. CANCELLATION

The Company may at any time by giving fourteen (14)

days' notice in writing to the Insured at his last known address as known to the Company terminate this Policy as from the expiration of such fourteen (14) days provided that the Company shall in that event return to the Insured a proportionate part of the premium for the unexpired period of insurance or the Policy may be cancelled at any time by the Insured and the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period of the Policy has been in force subject to minimum premium of RM50/-

7. CLAIMS NOTIFICATION AND PROCEDURE

Immediately upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall:-

- a) forthwith notify the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Property lost.
- b) give notice thereof to the Company in writing stating the circumstances and unless such notice be received by the Company within fourteen (14) days of the happening of such event the Company shall be under no liability for any loss or damage occurring in connection with such event.
- c) deliver to the Company within thirty (30) days from the date on which the event shall have come to his knowledge a detailed claim in writing and such particulars and proof as may be reasonably required.

8. AVERAGE

If the property insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one under this Policy shall be separately subject to this Condition.

9. OPTION OF SETTLEMENT

The Company may reinstate, repair or replace the property or premises lost or damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other insurers in so doing in cases where the property is also insured elsewhere.

10. SUBROGATION

In the event of a claim being made against the Company under the Policy:-

- a) The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for that purpose.
- b) The Company shall be entitled to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property a" may be reasonably required but the Insured shall not be entitled to abandon any property to the Company

11. DIMINUTION IN SUMS INSURED

Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of

this Policy the Total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sum Insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sum Insured.

12. OTHER INSURANCE

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Property Insured or any part thereof whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. Each item of this Policy shall be separately subject to this Condition.

13. ARBITRATION

If any difference arises as to the amount of loss such difference shall independently of all other question be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their Meeting. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, or Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss if disputed shall be first obtained. If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

14. THEFT BY DECEPTION

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any

person within the meaning of the definition of the offence of Cheating set out in the Penal Code.

Cheating as defined in the Penal Code is as follows:

"Whoever by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

15. CRIMINAL BREACH OF TRUST

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code.

Criminal breach of trust as defined in the Penal Code is as follows:

"Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly use or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits 'criminal breach of trust'."

16. FRAUD

If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable under the Policy.

17. MARKET VALUE

It is hereby agreed that in the event of a loss to the property insured herein, the limit of indemnity shall be the insured value or market value of the insured property, whichever is the lower, subject to deduction of any excess and amounts which the Insured is required to bear under the Policy.

For the purpose of this condition, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the insured property shall for the purposes of this condition be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured property damaged or lost as it was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Insurance Act, 1996

and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster licensed under the Insurance Act, 1996 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

CLAUSES/ENDORSEMENTS/WARRANTIES

(This Policy is subject to the following clauses / endorsements / warranties)

PWE PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of Insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/ endorsement /renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms, exceptions and conditions of this policy.

Y2KE DATE RECOGNITION CLAUSE (WITHOUT SAVINGS CLAUSE)

It is noted and agreed this policy is hereby amended as follows:-

- A. The Company shall not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:-
 1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command

which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

- B. It is further understood that the Company shall not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A
- C. It is further understood that the Company shall not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company shall not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same. Subject otherwise to the terms, exceptions and conditions of this Policy.

ITH INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE NMA 2912

Losses arising directly or indirectly, out of :
 (i) loss of, alteration of, or damage to or
 (ii) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, do not in and of themselves constitute one event unless arising out of one or more of the following perils :
 fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze of weight of snow.

BAS BURGLARY ALARM SYSTEM CLAUSE

Warranted that the Burglary Alarm System installed in the insured premises must be maintained at all times in good condition and efficient working order. This system must be activated and operative whenever the premises are left unoccupied and compliance with the foregoing shall be a condition precedent to liability of the Company. Subject otherwise to the terms, exceptions and conditions of the Policy.

NOTICE TO POLICYHOLDER

Please examine the insurance Policy to ensure that it meets your requirement.

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

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

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

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

HOW TO LODGE A COMPLAINT

If you are unhappy with any aspect of our service, we would like to hear from you.

You can make your complaint in whatever form is most convenient to you either via a phone call to our receptionist or alternatively, by writing, faxing or e-mailing your complaint to:

Complaints Handling Unit

RHB Insurance Berhad
Level 12B, West Wing, The Icon
No 1, Jalan 1/68F, Jalan Tun Razak,
55000 Kuala Lumpur
Tel: 1300-220-007
Fax: 03-2163 7277
E-mail : complaints_unit@rhbinsurance.com.my

The Company will seek to respond to your complaint within fourteen (14) days. If the Company cannot resolve the matter within the aforesaid time frame when a matter is complex, you will be informed of the progress made with your complaint.

It will help the Company to respond promptly if you give the following details:

1. Your name, address and contact no.
2. Cover note no. / Policy no. / Claim no.

If after taking these steps, you are still dissatisfied, you may write to:

The Complaints Management Unit

Ombudsman for Financial Services (OFS)
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03-2272 2811
Fax: 03-2272 1577
E-mail : enquiry@ofs.org.my
Website : www.ofs.org.my

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

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

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

BNMLINK

Corporate Communications Department
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
Tel: 1300-88-5465 (LINK)
Fax: 03-2174 1515
E-mail : bnmtelelink@bnm.gov.my
Website : www.insuranceinfo.com.my

HEAD OFFICE / IBU PEJABAT

Level 12, West Wing, The Icon,
No.1, Jalan 1/68F,
Jalan Tun Razak,
55000 Kuala Lumpur
Tel : 03 - 2180 3000 Fax : 03 - 9281 2729
Website : www.rhbgroup.com/insurance

CUSTOMER RELATIONSHIP CENTRE / KAUNTER KHIDMAT PELANGGAN

Level 1, Tower Three, RHB Centre,
Jalan Tun Razak,
50400 Kuala Lumpur
Tel : 1300-220-007 Fax : 03 – 2163 7277
Email : rhbi.general@rhbgroup.com

CALL CENTRE / PUSAT PANGGILAN

Claims Inquiries : 03 - 2180 3030