

**GLASS INSURANCE POLICY**

**WHEREAS** the Insured named and described in the Schedule hereto 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 aforesaid Schedule as consideration for such insurance hereinafter provided

**NOW THIS POLICY WITNESSETH** that 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 Exceptions Provisions Limits and Conditions contained herein or endorsed hereon or otherwise expressed hereon (hereinafter collectively referred to as the Terms of this Policy) provided any of the glass situated at the premises as described in the Schedule shall be broken, the Company shall:-

- (1) replace such broken glass with glass of similar manufacture or quality or at the option of the Company pay to the Insured an amount equivalent to the cost of such replacement or the sum insured should such be stated in the Schedule
- (2) pay the cost necessarily incurred in boarding up the aperture caused by such breakage for which the Company is liable hereunder.

**PROVIDED** that the word "breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass.

**EXCEPTIONS**

This Policy does not cover

- (a) breakage or damage of glass due to dilapidation of frames or framework.
- (b) breakage of or damage to frames or framework of any description
- (c) the cost of removal or replacement of any fittings or fixtures or other obstructions.
- (d) breakage of glass in conservatories greenhouse or outbuildings
- (e) breakages arising during removal or alterations to premises.
- (f) cracked or imperfect glass unless specially declared as such and specially included in the Schedule.
- (g) damage to or breakage of writing, painting, ornamentation or alarm tapes unaccompanied by the breakage of glass even when such items are specifically included in the Schedule
- (h) glass which have already been broken or damaged at the commencement of this insurance.
- (i) breakage or damage happening while the Premises are occupied for any purpose other than the Business or while the Premises are untenanted
- (j) any consequential loss
- (k) any consequence of fire, explosion, lightning subterranean fire, earthquake, storm, tempest, hurricane, cyclone, tornado, windstorm, flood, volcanic eruption or natural hazard of any kind.
- (l) any loss or damage occasioned by or through or in

consequence directly or indirectly caused by any of the following occurrences, namely:-

- i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- ii) mutiny, riot, strike, civil commotion, military or popular rising, insurrection, rebellion, revolution, military or usurped power;
- iii) 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;

- iv) 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;
- v) delay, seizure, 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, 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 is 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 exception 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.

- (m) interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass
- (n) loss or destruction of or damage to any property whatsoever or any loss or expense resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:-
  - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from 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) nuclear weapons material.
- (o) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial

- devices travelling at sonic or super-sonic speeds.
- (p) the excess being the first amount of Ringgit Malaysian as specified in the Schedule in respect of each and every loss.

## **CONDITIONS**

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### **1. MEANING**

This Policy and 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 Schedule shall bear such specific meaning wherever it may appear.

### **2. CONDITIONS PRECEDENT TO LIABILITY**

The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or 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 RISKS**

No claim shall be recoverable hereunder if the Premises shall become empty or disused or if any change shall be made in the Premises or Occupation or in the conditions of the risks as existing at the time of acceptance unless in any such cases the written consent of the Company hereto be first obtained.

### **4. CLAIMS PROCEDURE**

Upon the happening of any breakage giving rise or likely to give rise to a claim under this Policy the Insured shall:-

- (a) give immediate notice thereof in writing to the Company and unless such notice shall be received by the Company within fourteen (14) days of the happening of such breakage the Company shall be under no liability in connection therewith
- (b) deliver to the Company within thirty (30) days from the date upon which the breakage came to his notice, such information as the Company may require concerning the breakage.

### **5. OTHER INSURANCE**

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

### **6. SALVAGE**

In the event of breakage for which the Company is liable the broken glass shall become the absolute property of the Company as salvage and the Insured shall take all precautions to prevent further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.

### **7. 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 broken 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. In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the Insurance hereunder shall maintain in force for the full sum insured.

### **8. SUBROGATION**

The Company may at its own expense may proceed against any person or persons in the name of the Insured to recover compensation for the loss sustained by such breakage and the Insured shall give all reasonable assistance as the Company may require.

### **9. CONTRIBUTION**

If at the time of any breakage or damage there be any other insurance effected by or on behalf of the Insured covering any of the Glass or any other property which may be insured hereunder, the Company shall not be liable for more than its rateable proportion thereof.

### **10. 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 customary short period rates for the period of the Policy has been in force subject to minimum premium of RM50/-.

### **11. 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.

**12. 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 deductions 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.

**13. FRAUD**

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

**WARRANTIES / CLAUSES**

(This Policy is subject to the following warranty and clauses)

<b>PWE</b>	<p><b>PREMIUM WARRANTY</b></p> <p>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.</p>
<b>Y2KE</b>	<p><b>DATE RECOGNITION CLAUSE (WITHOUT SAVINGS CLAUSE)</b></p> <p>It is noted and agreed this policy is hereby amended as follows:-</p> <p>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:-</p> <ol style="list-style-type: none"> <li>1. correctly recognize any date as its true calendar date;</li> <li>2. capture, save, or retain, and/or</li> </ol>

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 or weight of snow.

**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

<b>HEAD OFFICE / IBU PEJABAT</b>	<b>CUSTOMER RELATIONSHIP CENTRE / KAUNTER KHIDMAT PELANGGAN</b>	<b>CALL CENTRE / PUSAT PANGGILAN</b>
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	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	Claims Inquiries : 03 - 2180 3030