

MONEY INSURANCE POLICY

WHEREAS the Insured named and described in the Schedule hereto has applied to **RHB INSURANCE BHD.** (hereinafter referred to as "the Company") by a written Proposal and Declaration which shall be the basis of this contract and which 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 contained.

NOW THIS POLICY WITNESSETH that during the Period of Insurance or during any further period for which the Company accept payment for the renewal of this Policy and subject to the Terms, Limits, Exceptions, Provisions and Conditions contained herein or endorsed hereon the Company shall indemnify the Insured against:-

- (a) loss of Money from any cause whatsoever (not hereinafter excepted) whilst in transit as defined in the Schedule of the Policy and occurring within the Territorial Limits and in respect of Money whilst in the Situation of Risk as defined in the Schedule of the Policy
- (b) damage to safes, steel cabinets or strong-rooms caused by theft or any attempt thereat of Money. Provided that the Company's liability in respect of such damage shall not exceed RM1,000.00 or the Limit of Liability for Money in Premises as stated in the Schedule of this Policy whichever is lower.

EXCEPTIONS

The Company shall not be liable for:-

1. shortage due to error or omission or resulting from clerical or accounting errors and loss due to errors in receiving or paying out and/or loss due to mysterious disappearance.
2. loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured .
3. loss occurring outside the Territorial Limits. .
4. any loss covered by gr which but for the existence of this Policy would be covered by any Policy of Fidelity Guarantee and this Policy shall not contribute to such loss except in excess of any amount recoverable thereunder
5. any loss occurring when the Premises are closed unless the money are in a locked safe or locked strong-room.
6. any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - (b) mutiny, strike, riot, civil commotion, military or popular arising, insurrection, rebellion, revolution, conspiracy, military or usurped power.
 - (c) 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.

(d) delay, seizure, depreciation, confiscation, commandeering, nationalization, requisition, compulsory sale (whether under Statute or otherwise), detention 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.

(e) 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.

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.

7. 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 :-
 - (a) 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 only combustion shall include any self-sustaining process of nuclear fission.
 - (b) nuclear weapons material.
8. loss from an unattended vehicle.
9. any loss or damage directly or indirectly proximately or remotely occasioned by or contributed to by or arising out of or in connection with flood, typhoon, hurricane, tornado, cyclone, volcanic eruption, earthquake or natural hazards of any kind.

TERRITORIAL LIMIT

The Territorial Limits is restricted to the Situation of Risk and/or Interest Insured as stated in the Schedule of the Policy but within Malaysia only.

DEFINITIONS

Premises : the building which the Insured is occupying for business purposes as specified in the

Schedule under the heading "Situation of Risk"

Business Hours : the period during which the Insured's Premises are actually occupied for business purposes and during which the Insured or his employees entrusted with Money are on the premises.

Money : Cash Bank and Currency Notes (excluding Foreign Currency) Cheques Money Orders Postal Orders Current unused Postage and Revenue Stamps all belonging to the Insured or for which the Insured has accepted liability.

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 of 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 shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. REASONABLE PRECAUTION

The Insured shall take all reasonable precautions for preventing and minimizing any loss

4. NOTICE

Every notice and communication to be given either to the Head Office of the Company or to the Branch Office (if any) with which the Insured has been in communication and shall be in writing. No notice or communication otherwise given or made shall be recognized for any purpose whatsoever.

5. PREMIUM RECEIPT

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

6. CHANGE IN RISK

If any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven (7) days give notice to the Company and shall pay such additional premium as the Company may require.

7. CLAIMS PROCEDURE

The Insured shall take all reasonable precautions for the safety of the property insured and upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall

- (a) inform the Police immediately and take all practical steps to discover and punish the guilty person or persons and to trace and recover the lost property and recoup the Company, so far as may be in respect of the amount the Company

shall pay or be liable to pay under this policy.

- (b) forthwith give notice in writing to the Company stating the circumstance of the case. No claims shall be valid hereunder unless notice of loss shall have been given within seven (7) days of the occurrence.

- (c) within fourteen (14) days after the date of the loss deliver to the Company in writing a detailed statement of the loss sustained.

- (d) furnish to the Company all such particulars and evidence, documentary or otherwise, and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim. The Company shall bear the expenses of all such particulars, evidence, assurances and things as they may require with the above objects or any of them, other than those required to substantiate the claim.

8. PREMIUM ADJUSTMENT

The premium hereunder and all Renewal Premiums that may be accepted in respect of the transit risks are to be regulated by the amount of money as described in the Schedule covered during the current Period of Insurance. A proper record shall be kept in the books of the Insured of all such money in transit so insured. The Insured shall at all times allow the Company to inspect such books and within thirty (30) days from the expiry date of each Period of Insurance shall supply the Company with a correct account of all such money in transit by this Policy during the said period. If the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be subject however to any minimum premium hereon.

9. CONTRIBUTION

If at the time of the happening of any loss covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the property insured 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 such loss.

10. INTERESTED PARTIES

Nothing contained herein shall give any rights against the Company to any person other than the Insured and the Company will not be bound by any passing in the interest of the Insured otherwise than by death unless and until the Company shall by endorsement hereon declare the insurance to be continued.

11. FORFEITURE

This Policy shall be void and all premiums hereunder forfeited:-

- (a) if there be any time any non-compliance with any warranty or condition hereof

- (b) if any claim hereunder be in any respect fraudulent or any statement or declaration made in support thereof be false or if the loss be occasioned by or through the wilful act or procurement or connivance of the Insured

- (c) if there has been any misstatement in or omission or concealment of a material fact from the proposal for this Insurance, or if there has been any such misstatement or omission or concealment at the time of renewal hereof.
- (d) If the circumstances in which the insurance was entered into shall be materially altered without the written consent of the Company.

12. 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’”

13. 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 uses 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’”

14. SUBROGATION

The Company may at any time at its own expenses use all legal means in the name of the Insured for recovery of any of the property lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance from that purpose. Any money received after the settlement of any claim hereunder shall be the property of the Company not exceeding however the amount paid by the Company in respect of such claim.

15. 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 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/-.

16. 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.

WARRANTIES/CLAUSES

(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 purpose 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.

Y047 WARRANTY A

A complete daily record of the amount of money in any Safe or Strong-room or other depository shall be kept secured in some place other than the said Safe or Strong-room or other depository.

Y048 WARRANTY B

The Keys or any duplicate thereof to the Safe or Strong-room or other depository shall at all times be kept in the personal custody of the Insured or responsible officer or employee of the Insured who on leaving the Insured's Premises shall remove the keys therefrom.

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 (Laman Informasi Nasihat Dan Khidmat)

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