

QBE Insurance (Malaysia) Berhad (Reg. No.: 161086-D)
(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)
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QBE BURGLARY Insurance POLICY

QBE INSURANCE (MALAYSIA) BERHAD welcomes you as a Policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

“WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFIT FROM YOUR POLICY.”

BURCTS001-Q-0912

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A. THE COVER

Preamble

In Consideration of the Insured named in the Schedule hereof having paid or agreed to pay to **QBE Insurance (Malaysia) Berhad** (hereinafter called "The Company") the Premium mentioned in the said Schedule, THE COMPANY AGREES THAT if at any time during the period of insurance stated in the said Schedule any of the property insured described in the said Schedule whilst contained within the Premises (which shall not include any garden, yard, open verandah, porch, outbuilding or other appurtenances) specified in the said Schedule be lost or damaged as the result of :

- (a) THEFT consequent upon actual forcible and violent entry upon the said premises or any attempt thereat.
- (b) THEFT or any attempt thereat by a person feloniously concealed on the said premises.

The Company will pay to the Insured the value (as at the time of the loss) of the property lost or the amount of the damage or at its option reinstate or replace such property or any part thereof.

Provided that during any one period of insurance the liability of the Company shall in no case exceed in respect of each item of the property insured described in the said Schedule the sum insured thereon or in respect of the whole total sum insured.

THE COMPANY FURTHER AGREES THAT in the event of

- (a) Damage to the Building(s) due to Theft as aforesaid or any attempt thereat the Company will:-
 - (i) pay for or at its option repair or make good the damage failing to be made good by the Insured.
 - (ii) indemnify the Insured in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property pending repair of the damage provided that the total liability of the Company during any one period of insurance for all such cost shall be limited to the sum of RM100.00.
- (b) THEFT as aforesaid from the Premises specified of Cash, Notes, Negotiable Cheques, Postal Notes, Post Office Money Orders, Negotiable Securities and/or Stamps, the Company will pay to the Insured the amount of such loss not exceeding in total the sum of RM50.00,

but only to the extent to which the total sum insured on property at such premises is not otherwise exhausted. Provided always that the Insurance hereby made is and shall be subject to the Conditions and Memoranda contained herein or endorsed otherwise expressed hereon which Conditions and Memoranda shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder.

B. EXCLUSIONS

This Policy does not cover

1. Cheating

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 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'."

2. Consequential Loss

Any consequential loss whatsoever.

3. Criminal Breach of Trust

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 wilfully suffers any other person so to do, commits 'criminal breach of trust'."

4. Electronic Data

For loss or damage as a result of, notwithstanding any provision to the contrary in the Policy or any endorsement thereto,

- (a) i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA,
- ii) error in creating, amending, entering, deleting or using ELECTRONIC DATA, or
- iii) total or partial inability or failure to receive, send, access or use ELECTRONIC DATA - for any time or at all,

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

(b) However, in the event that a peril listed below (being a peril insured by this policy but for this exclusion) is caused by any of the matters described in paragraph (a) above, this Policy, subject to all its provisions, will insure:

- (i) physical loss of or damage or destruction to Property Insured directly caused by such listed peril, and/or

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- (ii) consequential loss insured by this Policy.

Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this policy but for this exclusion) causes any of the matters described in paragraph (a) above:

Fire, Explosion, Lightning, Windstorm, Hail, Tornado, Cyclone, Hurricane, Earthquake, Volcano, Tsunami, Flood, Freezing, Weight of Snow, Impact by Aircraft or other aerial objects dropped therefrom, Impact by any Road Vehicle or Animal, Bursting Overflowing Discharging or Leaking of Water Tanks Apparatus or Pipes, or Theft of Electronic Data solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

- (c) For the purposes of the Basis of Settlement provision in this Policy, computer systems records includes Electronic Data as defined in paragraph (a) above.

Any terrorism exclusion in this Policy or any endorsement thereto prevails over this endorsement.

5. Excluded Perils

Loss or damage arising during (unless it be proved by the Insured that such loss or damage was not occasioned thereby) or in consequence of

- (i) Earthquake, Subterranean Fire.
(ii) Riot, Strike or Civil Commotion.

6. Excluded Property

- (i) Cash, Notes, Negotiable Cheques, Postal Notes, Post Office Money Orders, Negotiable Securities and/or Stamps except as otherwise provided for in this Policy.
(ii) Documents, Manuscripts, Business Books, Patterns, Models, Mould, Plans, Designs unless specifically mentioned as insured by this Policy.

7. Family Members/ Employees

Loss or damage due to theft or any attempt committed by:-

- (i) any member of the Insured's family or employees.
(ii) any person or persons whilst lawfully on the premises.

8. Fire

Loss or damage occasioned by or consequent upon Fire.

9. Fraud

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.

10. Nuclear Weapons

Loss, destruction or damage directly or indirectly caused by or contributed to, by or arising from nuclear weapons material.

11. Other Policy

Loss or damage which at the time of the happening of such loss or damage is insured by, or would, but for the existence of this Policy, be insured by any other Policy, other than a Burglary Policy.

12. Plate Glass

Breakage of Plate Glass.

13. Radioactivity

Loss or destruction of or damage to any property whatsoever or any loss of expense, whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising 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 exclusion, only combustion shall include any self-sustaining process of nuclear fission.

14. Error or Omission

Shortages due to error or omission or shortages resulting from clerical or accounting errors or loss of or damage or shortages discovered at stocktaking or inventory checking.

15. Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 organisation(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.

This endorsement also excludes loss, damage, cost 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 act of terrorism. If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. Unattended Vehicle

Loss from an unattended vehicle, loss of or damage arising from robbery or extortion or abscondment.

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17. **Unsecured Safe or Strongroom**
Loss from any safe or strongroom opened by keys or by use of details of combination either of which has been left on the Insured's premises whilst closed for business.
18. **War**
Any consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.

C. CONDITIONS

1. Declaration of Information

The due observance and fulfillment by the Insured of the terms, provisions, conditions and memoranda contained in endorsed on or attached to this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth if the statement and answers in the said proposal together with all statements made in writing by the Insured or any one acting on behalf of the Insured for the purpose of this Policy shall be conditions to any liability of the Company to make any payment under this Policy.

2. Arbitration

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 (2) calendar month 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 (2) calendar month 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 meetings.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, 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 costs of the reference and of the award shall be in 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 or damage if disputed shall be first obtained.

3. Average

Each and every item specified in the Schedule is separately but similarly subject to Average that is to say if the Property insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered to be his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

4. Change in Situation

If the property insured be removed to any building or place or there is a change in situation of the property insured, the Policy shall cease immediately unless the Policy is endorsed and the endorsement delivered to the Insured. Furthermore, the Company reserves the right to conduct surveys and the right to decide on the continuance of the Policy.

5. Claim Procedure

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

- (a) give immediate notice to the Police.
- (b) take all practicable steps to discover the guilty person or persons.
- (c) take all practicable steps to recover the property lost.
- (d) give immediate notice in writing to the Company.
- (e) within 30 days after loss or damage (or such further time as the Company may in writing allow) at the Insured's own expense furnish to the Company a statement in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost or damaged and of the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage excluding profit of any kind.
- (f) furnish to the Company a statement giving details of any other insurances of any property hereby insured.
- (g) furnish to the Company all such proofs and information with respect of the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

6. Enforcement of Rights and Remedies

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after such payment or making good.

7. First Loss

If this Policy is issued as a First loss Insurance up to an amount (as shown in the Schedule) being part of the full value as described in the Schedule, it is understood and agreed that in the event of the value at risk being at the time of any loss within the meaning of this Policy is of greater value than the full value as described in the Schedule, the Insured shall be considered as being their own Insurers for the difference and shall bear a rateable proportion of the loss accordingly.

8. Reinstatement and Replacement

The Company may at any time instead of paying the amount of the loss or damage, reinstate or replace the property lost or damaged or repair, or make good the damage to the premises but in so doing shall not be bound to reinstate or replace exactly and completely but only as circumstances permit and in reasonably sufficient manner, and the Company may join with other Insurers, if any, in so reinstating or replacing. After payment for or replacement of any property lost, such property if recovered,

shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount paid by the Company in respect of such property.

9. Reasonable Precautions

The Insured shall take all reasonable precautions for the safety and protection of the property insured and comply with all statutory obligations, by laws and regulations imposed by any Public Authority for the safety, use and storage of the property insured.

10. 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 on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised 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 authorised to receive such premium shall lie on the Insurer.

11. Other Insurance

If at the time of any occurrence causing loss or damage covered by this Policy there be any other subsisting insurance covering the same loss or damage, the Company shall not be liable for more than its rateable proportion thereof.

12. Reduced Sum Insured

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

13. Termination

The Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short-period premium for the time the Policy has been in force. This Insurance may also at any time be terminated at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall repay the proportion of the Premium corresponding to the unexpired period of the Policy.

14. Misrepresentation, Misdescription or Nondisclosure

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

15. Waiver of Policy Conditions

No provision or requirement contained in this Policy endorsed or to be endorsed hereon or attached or to be attached hereto requiring any matter or thing to be done by the Insured shall be deemed waived by reason of any alleged notice or waiver which has not been expressly written or endorsed hereon or attached hereto by the Company nor shall the Company be deemed to have waived any provision or condition of this Policy or any forfeiture thereunder by any requirement act or proceeding on its part relating to the appraisalment of any alleged loss unless such provision, condition or forfeiture be expressly stated in writing by the Company to be so waived.

16. Wilful Act

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss damage be occasioned by the wilful act or with the connivance of the Insured, all benefit under this Policy shall be forfeited.

17. Written Consent

Unless the written consent of the Company shall have previously been obtained, this Policy shall be voidable:-

- (a) if there should occur any alteration of the premises of the property insured so that the particulars and information furnished to the Company are no longer correct statement of fact.
- (b) if the interest of the Insured ceases except by will or operation of law.
- (c) If any of the property insured is charged by Bill of Sales or other security.
- (d) for any period during which the premises become unoccupied and remain so for a period exceeding thirty consecutive days.

18. Written Notice

The Insured shall give notice in writing to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

D. DEFINITIONS

Throughout this Policy (unless more specifically described):-

1. **"Building(s)"** shall means structure, including landlord's fixtures and fittings and the walls, retaining walls, gates, fences, free-standing signs and lights, underground and above ground services, site improvements within the Premises.
2. **"Plant / Contents"** shall means machinery and equipment business fixtures and fittings and furnishings, tenant's improvements of every description and all other property not otherwise defined except Building(s), Stock and property defined in Exclusion (6).
3. **"Stock in Trade"** shall means raw material, semi-finished goods and materials in trade, all being the property of the Insured or for which the property is held in trust or on commission.

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

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

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