



Fidelity Guarantee Policy

Whereas the Insured named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Insurance Berhad** (hereinafter referred to as "the Company") for an insurance in the terms hereinafter contained.

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees to indemnify the Insured all such direct pecuniary loss not exceeding the Limit of Indemnity as stated in the Schedule that the Insured may sustain by reason of any Act of Fraud or Dishonesty committed by any Employee described in the Schedule who must be identified by name.

- (a) During the Period of Insurance stated in the Schedule
- (b) During the uninterrupted continuance of employment of such Employee
- (c) In connection with the occupation and duties of such Employee

Provided that

1. The acts insured against are discovered not later than six months after the resignation dismissal retirement or death of the Employee nor later than six months after the termination of this Policy whichever be the earlier.
2. Immediately following the discovery of an act of fraud or dishonesty on the part of any such Employee the indemnity hereby granted shall be at an end in so far as any further act of fraud or dishonesty on the part of such Employee is concerned.
3. Any sum or sums paid or payable to the Insured in anyone period of insurance shall reduce the Limit of Indemnity so that the amount in respect of any or all such sum or sums shall not exceed the Limit of Indemnity stated in the Schedule.
4. The conditions annexed hereto or endorsed hereon 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.

Exclusions

The Company shall not be liable in respect of:

1. 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 operation (whether war be declared or not) or civil war
 - (b) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military 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.
 - (c) 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 put the public or any section of the public in fear.
2. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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 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.

- (b) Any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Conditions

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.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. No change in this Policy shall be valid unless approved by an Authorised Representative of the Company and such approval be endorsed herein.
2. The Company shall not be liable: -
 - (a) If any suppression or misstatement of any fact affecting the risk of the Company be made at the time of effecting this Policy or subsequently or
 - (b) If the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any of the Employees at anyone time shall not be observed and put in practice on the part of the Insured in accordance with the said proposal or
 - (c) If there be any change in the circumstances and conditions of the employments of any of the Employees without in every case the consent or sanction of the Company signified by endorsement hereon or
 - (d) In respect of any loss due to an act insured against committed subsequently to the date upon which knowledge of any previous acts insured against committed by the same Employee shall have come to the Insured or to any representative of the Insured to whom is entrusted the duty of superintendence over such Employee or
 - (e) If the Insured shall continue to entrust an Employee with money or any other property whatsoever after having discovered the commission at any time by the said Employee of any act insured against.
3. The Insured shall give notice in writing to the Company of any act insured against or of reasonable cause for suspicion thereof committed by an Employee immediately after that matter shall have come to the knowledge of the Insured or the Insured's representative as aforesaid stating the manner in which the act has been committed the nature and extent of the loss so far as then ascertained and the last known address of the Employee.
4. Every claim under this Policy shall be lodged with the Company in writing immediately or not later than fifteen (15) days from the date of occurrence and within six (6) weeks after the date of such notice (failing which no claim shall be sustainable under this Policy if notification received later than 3 months) accompanied by full particulars and proofs satisfactory to the Company of the loss (verified if the Company shall so require by statutory declaration), and when any such loss has been made good and satisfied by the Company, this Policy so far as regards the defaulter shall wholly cease and determine as to any further obligations of the Company.
5. The Company shall be entitled at their own expense and for their own benefit in the name of the Insured or otherwise to prosecute all claims and exercise all rights of action competent to the Insured against any of the Employees in respect of any acts insured against in connection with which the Company may have made a payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining any such information and assistance as may be reasonably required for maintaining any such claims or rights. The Company waive their rights to any recovery (excluding any counter security taken by the Company) made by the Insured or themselves up to the amount by which the loss sustained by the Insured exceeds the amount for which the Company are liable under this Policy.
6. The Insured shall if required by the Company give information and furnish evidence to the Criminal Authorities of any act insured against committed or supposed to have been committed by any of the Employees in consequence of which a claim may be made under this Policy and the Insured shall if so required by the Company forthwith prosecute the Employee for such acts subject to the payment by the Company in the event of a conviction of all expenses necessarily incurred by the Insured in such prosecution.
7. The Company shall only be liable to contribute pro rata with any other guarantee whether by Policy or otherwise held by the Insured whether such guarantee be now held by the Insured or be here after taken or acquired and the Insured shall be bound to advise the Company of every such guarantee and of any limitation discharge or termination thereof.
8. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.
9. 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 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 (2)

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 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 of 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 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 or 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.

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

Clauses

The Following Clauses Are Applicable To This Policy:

PREMIUM WARRANTY

It is 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 authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this Warranty and 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 and conditions of this policy.

DATE RECOGNITION CLAUSE

It is noted and agreed that this Policy is hereby amended as follows:

- A. The Company will 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 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 will not pay for the repair or modification of any part of any electronic data processing system or any device and/or software as listed above in A.
- C. It is further understood that the Company will 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 will 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.

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Policyholder who is not satisfied with the decision of the senior management of an Insurance Company, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Insurance Company and the Policy number.

Copies of the correspondence between the Policyholder and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

If the Mediator makes an award against an Insurance Company, the Policyholder is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Insurance Company can be informed of the Policyholder decision.

There is no appeal procedure within the FMB. If the Policyholder does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Insurance Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Insurance Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB. The contact address is as follows:

Financial Mediation Bureau (FMB)

**Level 25, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Telephone Number: 03 2272 2811
Facsimile Number: 03 2272 1577
E-mail: enquiry@fmb.org.my
Website: www.fmb.org.my**

PROCEDURE FOR COMPLAINT TO CSB

Any policyholder or claimant who is not satisfied with the conduct of the Insurance Company may write to CSB, giving details of the complaint, the name of Insurance Company and Policy number or the Claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may also be sent to facilitate tracing the case file kept by the Insurance Company.

The contact details are as follows:

**Director
Jabatan LINK dan Pejabat Wilayah
Level 13C
Bank Negara Malaysia
P. O. Box 10922
50929 Kuala Lumpur
Telephone Number: 03 2698 8044
Facsimile Number: 03 2693 4051
E-mail: bnmtelelink@bnm.gov.my**

Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

**Head, Customer Service
Level 4, Tower C, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Facsimile Number: 03 2785 3093
E-mail: cmu@etiqa.com.my**