



**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 (9557T)** (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 against:

- (1) Loss destruction or damage of Money by any cause whatsoever occurring in the Situation stated in the Schedule during the Period of Insurance and
- (2) The cost of repair of the Safe or Strongroom not otherwise insured, directly associated with any theft or attempted theft there from occurring during the Period of Insurance, subject to liability of the Company shall not exceed amount as specified in the Schedule.

Provided that out of Business Hours the Safe or Strongroom whilst containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured who on leaving the premises shall remove the keys there from.

**Definitions**

**Money**

Cash, Bank and Currency Notes, Cheques, Money Orders, Postal Orders, Current Postage Stamps and Revenue Stamps all belonging to the Insured or for which the Insured has accepted responsibility.

**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 in the Premises.

**Situation**

- (a) in the Insured’s business Premises )
- (b) in direct Transit in the custody of the Insured ) within the Territorial Limits in the Schedule
- or a responsible official or employee of the Insured )

**Exclusions**

The Company shall not be liable in respect of:

- 1. Loss destruction or damage:
  - (a) outside the territorial limits.
  - (b) due to professional negligence, failure to comply with procedures and guidelines and computer fraud.
  - (c) the use of counterfeit money.

2. Loss by fraud, embezzlement or misappropriation by any director, partner or by an employee, at the insured premises.
3. Shortages due to clerical or accounting errors or omissions charms black magic or tricksters.
4. Loss from an unattended vehicle.
5. Loss of money abstracted from any locked safe/ strongroom/ drawer/ cabinet/ cash register or box following the use of the key to such locked receptacles or any duplicate thereof belonging to the Insured unless such key has been obtained by threats or violence and that the receptacle is kept locked except when in immediate use.
6. Any consequential loss whatsoever.
7. 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 organisation(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.
8. (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

1. 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. 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.
3. The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company.

4. The Insured shall take all reasonable precautions for the safety of the Money and upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy shall give immediate notice to the:
  - (a) Police and render all reasonable assistance in tracing and recovering the Money.
  - (b) Company in writing or not later than fifteen (15) days from the date of occurrence and within six (6) weeks thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required by the Company.
5. 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 Money lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any of the Money for the loss of which a claim is paid hereunder and the Insured shall execute all such assignment and assurances in respect of such Money as may be reasonably required.
6. A proper record shall be kept in the books of the Insured of all such money in transit to be insured. The Insured shall at all times allow the Company to inspect such books and within 30 days from the expiry of each Period of Insurance shall supply the Company with a correct account of all such Money in Transit insured by this Policy during the said period.
7. In respect of all Money kept in locked Safe/Strongroom/Drawer/Cabinet/Cash Register or Box, a complete record should also be kept in some place other than the aforementioned locked receptacles and the liability of the Company shall be limited to the amount of money shown by the record to be in such locked receptacles at the time of the loss subject to the Company's liability being limited to the Sums Insured as stated in the Schedule.
8. If at the time of any loss there be any other insurance and/or takaful effected by or on behalf of the Insured covering any of the Money the liability of the Company hereunder shall be limited to its rateable proportion of such loss.
9. 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 of 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.
10. 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.
11. In no case whatever shall the Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.
12. The due observance and fulfillment of the terms, condition and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Clauses

**The following clauses, endorsements and warranties are applicable to this policy:-**

### 1. 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 for 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 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 authorised to receive such premium shall lie on the Company.

Subject otherwise to the term and conditions of this Policy.

### 2. 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 recognise 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 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 recognise 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.

### **3. 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, but not limited to 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.

### **4. 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 or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was 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’.”

### **5. 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’.”

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### Procedure for Complaint to OFS

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Insured Person, in the event that the Claimant or Insured Person is dissatisfied with the decision of Etiqa Insurance Berhad to a dispute, or Etiqa Insurance Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my) OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block, Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Insured Person may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa Insurance Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Insured Person right to take legal action against Etiqa Insurance Berhad should they be dissatisfied with the outcome by the OFS.

### Procedure for Complaint to CSB

Any Insured Person 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 the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Insured Person or the Claimant and the Insurance Company may 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  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto: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](mailto:cmu@etiqa.com.my)