

STAMP DUTY PAID

PLATE GLASS 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 General Insurance Berhad (197001000276)** (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 that if during the Period of Insurance the plate glass situated at the premises as described in the Schedule shall be broken the Company will indemnify the Insured the value of the plate glass provided always that the Company’s liability shall not exceed in respect any one (1) piece of plate glass the sum insured thereon as stated in the Schedule and will pay the reasonable cost of any necessary boarding up pending replacement.

Exclusions

The Company shall not be liable in respect of:

1. breakage arising out of fire or preventive or salvage operations consequent thereon explosion earthquake volcanic eruption or flood
2. breakage of lettering unaccompanied by breakage of plate glass.
3. breakage of or damage to frames or framework of any description.
4. the cost of removing or replacing fixtures or fittings.
5. breakage due to dilapidations of frames or framework.
6. interruption or delay of business or damage of any kind during the time intervening between the occurrence of or breakage and the replacement thereof
7. (a) loss or destruction of or damage to any property whatsoever or any loss or 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 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.
8. 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.

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 endorsed herein.
3. Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this policy the Insured shall give written notice thereof to the Company or not later than fifteen (15) days from 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.
4. If any claim shall arise through or be attributable to the act, neglect or default of any person or persons other than the Insured or his servants then the Insured shall at the request and cost of the Company institute, take and prosecute such proceedings at law or otherwise and render such assistance as may be necessary for recovery from the person or persons by or to whose act, neglect or default the damage may have been sustained or attributable and all money so recovered shall be the property of the Company.
5. The Insured shall take all reasonable precautions to protect the glass including salvage glass and no liability shall attach under this Policy if any repair or alterations be made to the Premises containing the glass or if any alteration be made to the glass or in the occupancy of or trade carried on in the Premises unless such notice of any such repair or alteration be delivered in writing to the Company and the agreement thereto of the Company be signified by an endorsement hereon. The Company shall be entitled to any salvage glass resulting from breakage in respect of which a claim has been paid hereunder.
6. No claim shall be recoverable hereunder if the Premises shall become empty or disused unless in any of such cases the written consent of the Company thereto be first obtained.
7. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, 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, or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an arbitration taking place in pursuance of condition 10 of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

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 at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or takaful, 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.
10. 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 as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. 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.
12. 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, 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’.”

6. Excess Clause

It is hereby declared and agreed that the Company shall not be liable for the first amount as specified in the schedule in respect of each and every loss.

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 General Insurance Berhad to a dispute, or Etiqa General 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 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 General Insurance Berhad to the dispute of the Claimant or Insured Person.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Insurance Berhad or visit the OFS website at 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 General 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

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:

Etiqa General Insurance Berhad
Complaint Management Unit
Level 6, Tower B, Dataran Maybank
No 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Email: complaint_cmu@etiqa.com.my