



QBE Insurance (Malaysia) Berhad

Reg. No. 161086-D

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QBE Golf MAP

GOLF MEMBERSHIP ANNUAL PLAN INSURANCE

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.”

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GOLF MEMBERSHIP ANNUAL PLAN INSURANCE

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GOLF MEMBERSHIP ANNUAL PLAN INSURANCE

A. THE COVER

PREAMBLE

Whereas the Insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein applied to **QBE Insurance (Malaysia) Berhad** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium due as consideration for such insurance.

In consideration of the Insured Person paying to the Company the premium, the Company will subject to the Plan selected for Insurance, the terms, exceptions, limits and conditions herein or endorsed hereon in the event of any under mentioned contingencies happening during any Period of Insurance and within the Territorial Limits by payment, reinstatement or repair, indemnify or compensate the Insured Person as follows:-

1. LOSS OR DAMAGE TO GOLF EQUIPMENT

Indemnify loss or damage to Golf Equipment, (including golf clubs, golf balls, golf shoes, golf bag and bag trundles, and other golf accessories) belonging to the Insured Person, but not exceeding the sum as described in the Schedule of Benefits, in any one Period of Cover.

Provided that:

- i. loss must be occasioned by Fire, Burglary, Larceny or Theft, or any other accidental means. Theft shall mean actual theft consequent upon actual forcible and violent entry or any attempt thereat.
- ii. the loss shall occur:
 - a. within the Territorial Limits
 - b. whilst the Insured Person is in the course of play or
 - c. whilst in transit (including loading and unloading) to or from any Golf Club in Malaysia or outside Malaysia during temporary visits
- iii. the insured shall take all reasonable measures to safeguard and maintain the Insured Equipment
- iv. the loss of the golf equipment is reported to the Golf Club on the same day of the loss. Loss or damage whilst in transit is to be made to the Company within seven (7) days.
- v. on the happening of any loss or damage, the Company shall be entitled at the Company's option, to take and keep possession of the Equipment concerned and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and license for such purpose. No Equipment may be abandoned to the Company.
- vi. the total liability under this Section of the Policy in respect of any one period of Insurance shall not exceed the Sum Insured as stated in the Schedule of Benefits.
- vii. the insured person shall be responsible for the first RM50.00 in respect of each and every claim unless the complete set of Golf Equipment is loss or damaged.

The Company shall not be liable for loss or damage:

- a. of golf balls unless contained in the golf bag of the Insured Person at the time of such loss or damage
- b. arising from theft of Golf Clubs, Bag Trundles and other Golf Accessories while contained in an automobile unless all doors and windows are securely locked, and in the event of a loss by theft from an automobile, visible signs of forcible entry must be shown.
- c. due to mechanical or electronic or electrical breakdown or derangement of machinery or equipment including electronic installations, computers and data processing equipment
- d. due to scratching, denting, chipping, rusting, oxidisation, discolouration, wear and tear
- e. due to insects, vermin, atmospheric conditions or any gradually operating cause, the process of leaning, dyeing, repair or alteration
- f. due to delay, confiscation or detention by any public authority

Extended Cover - worldwide cover during temporary visits

This extension applies only if specifically selected for cover and premium paid.

Subject to the terms, conditions, provisos and exclusions annexed hereto, or endorsed hereon, this Section is extended to include cover for loss or damage to Golf Equipment (as described above) occurring during the Period of Insurance anywhere in Malaysia or elsewhere in the world during temporary visits.

2. ACCIDENTAL DAMAGE TO GOLF BUGGY OR TURF MATE

Indemnify the Insured Person for cost of repair or replacement of damage parts to the Golf Buggy or Turf Mate or the total loss of the Golf Buggy or the Turf Mate, whilst in the care, custody or control of the Insured Person, as a result of the Insured Person's negligence, occurring within the Territorial Limits. The total sum payable under this Section shall not exceed the sum as described in the Policy Schedule, in any one Period of Cover.

The Company shall not be liable for loss or damage:

- a. due to mechanical or electronic or electrical breakdown or derangement of machinery or equipment including electronic installations, computers and data processing equipment
- b. due to scratching, denting, chipping, rusting, oxidisation, discolouration, wear and tear
- c. due to insects, vermin, atmospheric conditions or any gradually operating cause, the process of leaning, dyeing, repair or alteration
- d. unexplained losses

3. THEFT, HOLD-UP & ARMED ROBBERY

Indemnify loss of or damage to Personal Effects belonging to the Insured Person occurring within the Territorial Limits, but not exceeding the sum as described in the Schedule of Benefits, in any one Period of Cover.

Provided that:

- i. loss must be occasioned by Theft, Hold-up or Armed Robbery. Theft shall mean actual theft consequent upon actual forcible and violent entry or any attempt thereat.
- ii. such loss must be reported to the Police within forty-eight (48) hours and accompanied with written documentation from the Police.
- iii. Personal Effects shall include Insured Person's Credit Card, Identification Card or Passport wherein such reimbursement shall be for the direct cost of replacement (as charged by the Issuing Bank, or the Authorities) of such items, limited to the sum as described in the Schedule of Benefits

The Company shall not be liable for loss:

- a. of money, coins, legal tender currency, cheques or traveller's cheques, documents of any kind, Securities or Stamps
- b. of Insured Property while contained in an automobile unless all doors and windows are securely locked, and in the event of a loss by theft from an automobile, visible signs of forcible entry must be shown.

4. HOLE-IN-ONE

In the event of the Insured Person scoring a "Hole-in-One" golf shot at a recognised golf course, the Company will pay to the Insured Person the sum as described in the Schedule of Benefits. The scoring of a "Hole-In-One" is to be witnessed by at least two (2) participating members in the course of play on the recognised golf course, and authenticated and certified by the golf club.

5. PERSONAL LIABILITY

Against legal liability arising out of claims made on the Insured Person in respect of accidents caused by him happening within the Territorial Limits, resulting in:-

- a. accidental bodily injury to any person not being a member of the Insured Person's family or household or in his service.
- b. accidental damage to property not belonging to or in the charge of or under the control of the Insured Person or a member of his family or household or of any person in his service.

and all costs and expenses of litigation recovered by any claimant against the Insured Person or incurred with the written consent of the Company in respect of a claim against the Insured Person to which the Indemnity expressed in this Policy applies.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum insured as specified in the Schedule of Benefits.

This cover granted under this Section shall not indemnify the Insured Person for any liability in respect of:

- i. Bodily Injury or Property Damage arising out of the pursuit or exercise of any business, employment or profession
- ii. Liability assumed by the Insured Person under any contract or agreement except to the extent that such liability would have been implied by law.
- iii. Legal liability arising out of the publication or utterance of any defamatory or disparaging material.

- iv. Any liquidated damages, fines or penalties awarded against the Insured.
- v.
 - a. Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada.
 - b. Claims and actions to which the laws of the United States of America or the Dominion of Canada apply.
- vi. Pollution and Clean-Up
 - a. Bodily Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water, unless the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from the standpoint of the Insured and takes place in its entirety at a specific time and place.
 - b. Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion shall not apply to removal, nullifying or cleanup expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening from the standpoint of the Insured Person taking place in its entirety at a specific time and place which results in Bodily Injury and or Property Damage.
- vii. Any punitive damages, exemplary damages, aggravated damages or additional damages resulting from the multiplication of compensatory damages awarded against the Insured.
- viii. Bodily Injury or Property Damage arising out of the ownership, possession, repair operation, control, maintenance, or use by the Insured Person of any Vehicle which is used in circumstances which:
 - a. if its use is required by legislation to be registered or licensed;
 - b. if its use is required to have insurance,
 - c. is otherwise insured in respect of the same liability

6. PERSONAL ACCIDENT

For the benefits specified below, if any Event described herein shall happen to the Insured Person whilst playing on the Golf Course, during the Period of Cover, and the Insured Person shall suffer any of the Results described below, within twelve (12) months of the happening of the Event. For the purpose of this Section, "playing on the Golf Course" shall include any Driving Range or Putting Green at the golf club.

The Event

Bodily injury caused solely and directly by accidental means which injury shall independently of any other cause be the sole and direct cause of any of the Results listed below:-

The Result		of the Capital Sum Insured
1	ACCIDENTAL DEATH	100%
2	PERMANENT DISABLEMENT	
2.1	Loss of one or more limbs	100%
2.2	Loss of one or both eyes	100%
2.3	Loss of hearing of	
	- both ears	75%
	- one ear	25%
2.4	Loss of speech	75%
2.5	Loss of sight of one eye except perception of light	50%
2.6	Removal of lower jaw through surgery	50%
2.7	Loss of Thumb	
	- both phalanges	25%
	- one phalanx	10%
2.8	Loss of Index Finger	
	- three phalanges	15%
	- two phalanges	10%
	- one phalanx	5%
2.9	Loss of other Finger	
	- three phalanges	12%
	- two phalanges	8%
	- one phalanx	4%
2.10	Loss of big Toe	
	- both phalanges	10%
	- one phalanx	5%
2.11	Loss of each other Toe	2%
2.12	Permanent Disablement of genitalia	10%
3	Temporary Disablement (Weekly Benefit)	As per Schedule of Benefits

The complete and irrecoverable loss of use of any member specified above shall be deemed to be loss of such member. Loss of Limb or Eye or Speech or Hearing must be proven to the Company's reasonable satisfaction to be permanent and without expectation of recovery before any compensation is payable.

The aggregate of all percentages or amounts payable in respect of any one accident any one Insured Person shall not exceed 100% of the Capital Sum Insured. In the event of 100% having been paid, all insurance hereunder shall immediately cease to be in force. Capital Sum Insured shall mean the amount insured under the Death or Permanent Disablement Benefit.

Temporary Disablement (Weekly Benefit) a state of incapacity resulting the Insured Person suffering Bodily Injury which totally or temporarily prevents the Insured Person from engaging in his/her Occupation. If the Insured has no Occupation, the Temporary Disablement must require the Insured Person to be confined to his/her home or a hospital under the strict orders of a registered Medical Practitioner.

Weekly Compensation under Temporary Disablement benefit shall be payable only upon the Disability of the Insured Person and no other. In any event this benefit shall not exceed in the aggregate, a period of 104 weeks.

Cover granted under benefits 2.3 up to 2.12 and 3, will cease to be effective, for Insured Persons aged 70 and above. Cover granted to Insured Persons aged 70 and above, under benefits 1, 2.1 and 2.2, shall continue to be in force but the Sum Insured will be halved, and shall remain so until the Insured Persons attains age 75. At age 75, all benefits granted under this Section of the Policy will cease to be effective.

Additional Benefits

This Section of the Policy is extended to include the below Additional Benefit:

i. Medical Expenses

In the event of an accidental injury to the Insured Person, whilst playing or practicing golf on the golf course, during the Period of Cover, resulting solely, directly and independently of any other cause, in the Insured Person requiring medical assistance, the Company shall pay Medical Expenses incurred up to the amount stated in the Schedule of Benefits.

Medical Expenses shall mean the cost of medical, surgical or other remedial treatment prescribed by a qualified Medical Practitioner inclusive of hospital, nursing and ambulance charges and fees.

Cover for Medical Expenses shall be limited to RM500.00 any one accident where the Insured Persons attains age 70 and shall remain as such until the attainment of age 75.

The insured person shall be responsible for the first RM75.00 in respect of each and every claim for Medical Expenses.

ii. Corrective Dental Treatment

In the event of an accidental injury to the Insured Person, whilst playing or practicing golf on the golf course, during the Period of Cover, requiring corrective dental treatment, this Section of the policy will reimburse Dental charges incurred up to the amount stated in the Policy Schedule, by a legally registered Dentist. Subsequent restorative, periodontal, orthodontal and postodontal services are not covered under this Policy.

iii. Funeral Expenses

The Company shall pay to the next-of-kin or legal representative of the Insured Person the amount stated in the Schedule of Benefits for funeral expenses where such Death is covered by the Policy.

iv. Family Plan

The Section of the Policy may be extended to include Insured Person's spouse and or dependent children, with the payment of additional Premium. The Benefits granted under this Section to Insured Person's family shall be for all covers under this Section except for Temporary Disablement (Weekly Benefit).

Personal Accident Table of Benefits

	Benefits (RM)	Insured Person (Club Member)	Spouse	Dependent Child
1	Death			
	up to 70 yrs of age	200,000	50,000	50,000
	exceeding 70 yrs old	100,000	not covered	not covered
2	Permanent Disablement			
	up to 70 yrs of age	200,000	50,000	50,000
	exceeding 70 yrs old	100,000	not covered	not covered
3	Temporary Disablement (Weekly Benefit)	500	not covered	not covered
4	Medical Expenses			
	up to 70 yrs of age		2,500	
	exceeding 70 yrs old	500	not covered	not covered
5	Corrective Dental Treatment		1,000	
6	Funeral Expenses		1,000	

The total number of persons covered under the Family Plan is limited to four (4) persons, one of which shall be the Insured Club Member.

Conditions

Compensation under this Section of the Policy shall always be subjected to the below conditions:

- a. No compensation shall be payable under this Section of the Policy in respect of any Event:
 - i. consequent upon Suicide (whether felonious or not) or attempt thereat
 - ii. happening to the Insured Person whilst insane or intoxicated
 - iii. consequent upon wilful exposure to needless peril except in an attempt to save a human life

- b. No compensation shall be payable under this Section of the Policy in respect of any Result attributable either wholly or in part to:
 - i. hernia however caused or venereal disease
 - ii. in the case of a woman, childbirth or pregnancy
 - iii. illness or diseases.
- c. No compensation shall be payable under this Section of the Policy until the total amount shall have been ascertained and agreed.
- d. Compensation shall not be payable for any of the Results unless the Insured Person shall as soon as possible after the happening of the Event which caused such Results procure and follow medical advice from a duly registered medical practitioner.
- e. On the happening of any accident for which compensation is payable under this Section of the Policy, the Insured Person shall immediately seek treatment from a registered medical practitioner and undergo any treatment such medical practitioner deem necessary.

7. CREDIT PROTECTION

On the demise of the Insured Person from accidental means as defined in Section 6 of this Policy, the Company will reimburse outstanding billing balances of the Insured Person, as at the date of the demise of the Insured Person, such balances being incurred while the Insured Person was a current member of the Golf Club. The total sum payable under this Section shall not exceed the sum as described in the Schedule of Benefits, in any one Period of Cover.

8. MEDICAL EXPENSES OF CADDY AND FIELD STAFF

The Company shall pay necessary medical expenses incurred arising from accidental injury to the Caddy assigned to the Insured Person, or to any field staff whilst attending to his/her assigned duties at the golf course, such injury directly caused by the Insured Person, whilst he/she is in the course of play on the Golf Course. The total sum payable under this Section shall not exceed the sum as described in the Schedule of Benefits, in any one Period of Cover.

Medical Expenses shall mean the cost of medical, surgical or other remedial treatment prescribed by a qualified Medical Practitioner inclusive of hospital, nursing and ambulance charges and fees.

B. DEFINITIONS

For the purpose of this Policy the following definitions shall prevail:

- Insured person - A member of the insured Golf Club, inclusive of his/her family members if the Family Plan is selected for coverage, as lodged with the Company.
- Spouse - Legal spouse of the Insured Person.
- Child(ren) - any child of the Insured Person who has attained the age of 3 months, and is under the age of 19 years, or up to 23 years for those registered as a full time student at a registered educational institution, is unmarried, and is financially dependent upon the Insured Person.
- Golf Club - The Golf Club where cover under this Policy applies, described in the Schedule of this Policy.
- Golf Course - The Course at the Golf Club assigned to the Insured Person for the game of Golf.
- Occupation - the Insured Person's full-time and/or part-time gainful employment and/or any work for remuneration or for profit, where the Insured Person performs by knowledge and/or by training.
- Period of Insurance - The period commencing from date of application of this Insurance up to the end of the Calendar Year of application i.e. 31st December, or any subsequent period thereafter being the renewal of this Insurance.
- Territorial Limits - shall mean the area within the boundary of the golf club or golf courses
 - a. anywhere in Malaysia or
 - b. outside Malaysia during temporary visits.

C. SCHEDULE OF BENEFITS

Sections	Plan A	Plan B	Plan C
1 Loss/Damage to Golf Equipment (golf clubs, balls, shoes and bags) - Maximum per golf club - Excess applicable each and every loss - No excess applicable in event of loss of whole set Optional Extension (with additional Premium charged) * anywhere in Malaysia or outside Malaysia during temporary visits	6,000 750 50	10,000 2,000 50	15,000 3,000 50
	as per Insured Sums above		
2 Accidental damage to golf Buggy or Turfmate		3,000	
3 Theft, Hold-up & Armed Robbery * for Personal Effects (excluding cash) - replacement cost for lost credit cards and/or passport		10,000 3,000	
4 Hole-In-One Reward		1,500	
5 Personal Liability - limit anyone event and in aggregate		3,000,000	
6 Personal Accident - Death - Permanent Disability - Temporary Disability (Weekly Benefit) - Medical Expenses - Corrective Dental Treatment - Funeral Expenses - Excess for Medical Expenses each person - Death benefit for members above 70 years of age - cover for Spouse and children of member (limited to 3 persons in total)		200,000 200,000 500 per week 2,500 1,000 1,000 75 100,000 50,000 each person	
7 Credit Protection		7,500	
8 Accidental Medical Expenses resulting in Injury to registered Caddy or Field Staff		500	

* Values above in Ringgit (RM)

D. EXCLUSIONS

Provided always that the Company shall not be liable in respect of:

1. Excluded Perils

Loss or damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned or contributed to by any of the following occurrences, or which either in origin or extent directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences, namely:-

Earthquake, volcanic eruption, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strikes, riots or civil commotion, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or loss or damage occurring during the continuance or the (physical or other) abnormal conditions connected with or resulting from any of the abovementioned. If and when required the Insured Person shall as a condition precedent to the payment of any claim, prove to the satisfaction of the Company that the loss or damage was not occasioned directly or indirectly, wholly or partly, by, through, or in consequence of any of the abovementioned, but occurred independently thereof.

2. Wear and Tear

Wear and tear.

3. Care, Safety and Increased Risk

Loss or damage directly or indirectly due to the Insured Person having caused or suffered anything to be done whereby the risk hereby Insured Person was increased. The Insured Person shall additionally exercise reasonable care and shall take all

reasonable precautions to safeguard and maintain the property insured. The Insured shall take all precautionary measures to prevent accidents during the period of cover and shall comply with all rules and regulations of the Golf Club.

4. Radioactivity

Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, any legal liability of whatsoever nature 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

5. Nuclear Weapons Material

The indemnity or compensation provided by the Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. 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.

7. Electronic Data

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
 - 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 and 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.

E. CONDITIONS

The below conditions apply to all Sections of the Policy.

1. Words

The singular includes references to the plural and vice versa and any gender includes reference to all other genders.

2. Right of Recovery

The Company shall be entitled to undertake in the name and on behalf of the Insured Person the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of

the Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

3. Written Notice

The Insured Person shall on receiving notice of any accident to or claim by any third party give immediate notice thereof in writing to the Company and shall supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured Person and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

4. Written Consent to Make Good

The Insured Person shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.

5. Market Value

In event of a loss to the property insured under Section 1, 2 and 3, the limit of indemnity of the Company shall be the Insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is to bear under the policy. The term Market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

6. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, the Company shall be under no liability in respect of the claim.

7. Other Insurance

If, at the time of Discovery of any Loss, there is any other valid or collectable insurance covering all or part of the same Loss, this Policy will apply only to the amount of any Loss that exceeds that recoverable under any other insurance or indemnity. This condition shall apply only to Sections 1, 2, 3 and 5.

8. Termination

The Company may at any time, by giving fourteen (14) days' notice in writing to the Insured Person at his last address as known to the Company, terminate this Policy as from the expiration of such fourteen (14) days' notice given provided that the Company shall in that event return to the Insured Person a proportionate part of the premium for the unexpired period of the Policy.

9. Minimising of Loss

In the event of an occurrence that may give rise to a claim under this Policy, the Insured Person shall:

- (a) take all steps in his power to minimize the extent of the loss, injury or damage
- (b) preserve the parts affected and avail them for inspection by an adjuster or inspector appointed by the Company

10. Contribution

If at the time of any occurrence causing loss or damage for which a claim would lie under Section 1, 2, 3 and 5 of this Policy, there be any other subsisting insurance covering such loss, damage or liability or any part thereof, the Company shall not be liable for more than its rateable proportion thereof.

11. Subrogation

The Insured Person shall, at the expenses 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 any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

12. 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.

13. Time Limitation

Should any difference arise out of this Policy and the Insured Person fail to avail himself of the provisions of condition (12) hereof within six (6) months after such difference first arose or should an award be made under the aforesaid condition and

the Insured Person fail to commence proceedings against the Company within six (6) months after date of such award all benefits under this Policy shall be forfeited.

14. 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 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 Company.

15. Jurisdiction

The coverage provided under this Policy shall be subjected to determination by any court of competent jurisdiction within Malaysia and according to the laws applicable to that jurisdiction.

F. 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

DIRECTOR
CORPORATE COMMUNICATION DEPARTMENT
BANK NEGARA MALAYSIA
TINGKAT 14B, PETI SURAT 10922,
50929 KUALA LUMPUR
TEL: 03-2698 8044
FAX: 03-2693 6919