

# Electronic Equipment



Presented by:

AIG Malaysia Insurance Berhad (795492-W)

Level 18, Menara Worldwide,

198, Jalan Bukit Bintang,

55100 Kuala Lumpur.

**Customer Service:**

**+603 2118 0188**



Bring on tomorrow



# ELECTRONIC EQUIPMENT INSURANCE POLICY

## MEMORANDUM

"This Policy, the Application made by the Insured for this insurance, the Schedule and any Endorsements to the Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy, Application, Schedule or Endorsement shall bear that specific meaning wherever it may appear save where such meaning is inapplicable to the context in which the word or expression appears.

The statements and declarations made by the Insured in the Application for this Policy form the basis of this contract and are incorporated herein.

In consideration of the Insured paying or agreeing to pay the premium AIG Malaysia Insurance Berhad (hereinafter the "Company") agreed, subject to the Terms and Conditions contained herein or endorsed hereon that if the Insured shall suffer loss as specified in the sections of this Policy the Company will indemnify the Insured in the manner and to the extent provided herein provided that the liability of the Company shall not exceed the amount of any limit on their liability.

### GENERAL CONDITIONS

#### 1. Notice and Claims

On the happening of any event which might give rise to a claim under this Policy the Insured shall:

- a) notify the Company or their nearest representative as soon as possible by telephone, telegram, telex or registered letter, giving an indication of the nature and extent of loss or damage.
- b) take all reasonable steps within his power to minimize the extent of loss or damage;
- c) preserve any damaged or defective parts and make them available for inspection by a representative of the Company;
- d) supply at the request of and free of expense to the Company all proof, information and such other evidence with respect to the claim as the Company may reasonably require;
- e) notify the Police of any loss or damage due to fire, explosion, burglary, theft and robbery or any attempt there at.

The Company shall not be liable for loss or damage of which no notice has been received by the company within fourteen days of its occurrence.

#### 2. Alteration of Risk

Notice in writing shall be given as soon as possible to the Company of every change materially varying any of the facts or circumstances existing at the commencement of this Policy and the Scope of Cover, Sum Insured and/or the Premium shall, if necessary, be adjusted accordingly.

#### 3. Precautions

The Insured shall at his own expense take all reasonable precautions to prevent loss or damage and to comply with statutory requirements and manufacturers' recommendations relating to the safeguarding and operation of the Insured Items.

#### 4. Observance of Terms and Conditions

The due observance and fulfillment of the terms and conditions 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 Questionnaire and Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 5. Payments

Where the Insured named in the Schedule comprises more than one party, any payment under this Policy shall be made to the party named in the Schedule for this purpose, and a formal receipt of which payment by such party or representative shall constitute a full and sufficient release and discharge to the Company.

#### 6. Reinstatement of Sum Insured

Following the occurrence of any loss of or damage to any Item insured under any section of this Policy the Sum Insured in respect of such Item shall immediately stand reduced by the amount paid or payable in respect of such loss or damage. Nevertheless, the Sum Insured shall be reinstated to the full amount stated in the Schedule in respect of such Item from the time of the occurrence of the loss or damage provided that an additional premium calculated on a pro-rata basis from the date of the occurrence to the expiry of the Policy shall be paid by the Insured upon any amount so reinstated.

#### 7. Fraudulent Claims

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured, to obtain benefit under this Policy, all benefits hereunder shall be forfeited.

**SECTION 1  
MATERIAL DAMAGE  
BASIS OF INSURANCE**

In the event of any unforeseen physical loss of or damage during the period of insurance specified in the Schedule or any renewal of that period to any part of the Items described under Section 1 of the Schedule from any cause whatsoever other than those specifically excluded, the Company will pay for all such loss or damage up to an amount not exceeding, in respect of each of the Items, the sum set opposite thereto in the Schedule and not exceeding in all the Total Sum Insured.

Particularly the insurance shall cover loss or damage caused by:

- a) negligence, improper handling, willful acts of third parties;
- b) short circuit, over voltage, induction;
- c) fire lightning, explosion or implosion, including loss or damage caused by actions required to prevent further loss or damage from any such occurrences;
- d) water, moisture, inundation;
- e) burglary, theft, robbery, plundering and sabotage;
- f) acts of God;
- g) faulty construction, error in design, defects in material, bad workmanship

This insurance applies whilst the Insured Items are within the precincts of the Situations.

**SPECIAL EXCLUSIONS**

The Insurer shall not be liable for:

- 1. Loss or damage due to faults or defects known to the Insured or any of his responsible employees at the time of entering into this insurance and not disclosed to the Company;
- 2. Wasting or wearing away or wearing out of any part of an Insured Item caused by or naturally resulting from ordinary use or working or gradual deterioration; if an adjacent part of the Insured Item is affected by such loss or damage, the Company shall indemnify according to the terms of this Policy.
- 3. Consequential loss of any kind or description whatsoever.

## SPECIAL CONDITIONS

### 1. Insured Items

The Items specified in Section 1 of the Schedule shall be insured as soon and as long as they are ready for operation. The Items shall be considered as ready for operation as soon as they are prepared to take up work or already in operation upon termination of trial run and - as far as provided - upon termination of trial operation. Provided the Insured Items have once been ready for operation, they remain under insurance cover; also during maintenance, stocking, overhaul or, repair. The same shall apply when the Insured Items are subsequently dismantled or reassembled or tested in trial operation for such purposes.

Tubes and valves are only insured against loss or damage caused by:

- a) fire, lightning, explosion or implosion, including loss or damage caused by actions required to prevent further loss or damage from any such occurrences;
- b) water, moisture, inundation.

Exclusively, if and when they have been made the subject of special agreements, this Policy shall cover the following items:

- a) mobile items;
- b) external cables, poles and fittings for external cables;
- c) underground or buried cable;
- d) data media

This Policy shall not cover:

- a) electricity or power sources, unless an indemnifiable loss or damage has occurred to the Insured Item of which such electricity or power source forms a part, or to which it was temporarily attached at the time the loss was incurred.
- b) auxiliary material, expendable parts and operating media such as developing agents, typewriter ribbons, prepared papers, films, sound carriers such as magnetic tapes and discs, sound pick-up systems including stylus tips of disc recorders, screen plates and type carriers.

### 2. Sum Insured

The Sum Insured for each Item shall not be less than the New Replacement Cost. New Replacement Cost shall mean the current valid list price plus the respective cost for freight and installation; provided that if the Insured Item is no longer specified in price lists at a later date, the latest list price shall apply and be adapted to any change of wages and prices;

In the event that an Insured Item cannot be assigned to any list price, the respective purchase or delivery price of this Item shall apply and also be adapted to any change of wages and prices;

In the event that neither a list price nor a purchase or delivery price can be determined, the sum of those costs shall apply which in each individual case are necessary for manufacturing the Item in actual design and capacity;

Special rebates and price allowances must not be considered.

If at the time of loss of or damage to any Item insured under this Policy it is found that the Sum Insured is less than the New Replacement Cost then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the Sum Insured bears to the New Replacement Cost.

Each Item insured under this Policy shall be separately subject to this condition.

### 3. Adjustment of the Sum Insured

Should the New Replacement Cost vary by more than 5 percent as Compared with the latest fixing of the Sum Insured or change on account of an extension or alteration of the Insured Item, the Company shall be entitled to increase or reduce the Sum Insured accordingly.

#### 4. Bases of Indemnity

1. The Company shall at their option indemnify the Insured
  - a) either by repair or replacement of the lost, damaged or stolen Item (compensation in kind); and the replaced parts (salvaged material), shall become the property of the Company;
  - b) or by payment in cash of the cost required for repair or replacement (compensation in money)
2. If compensation is made in money, the Company shall pay:
  - a) in the case of Partial Loss, the actual repair costs less the value of the salvaged material; when no repair is made, the Company shall compensate for the estimated cost of repair, however, not more than the Actual Cash Value of the depreciated Insured Item immediately before the occurrence of the loss or damage.
  - b) in the case of an actual or constructive Total Loss, the New Replacement Cost Less the value of the salvage of the salvage material; when no replacement is made, the Company shall compensate only for the Actual Cash Value of the depreciated Insured Item immediately before the occurrence of the loss or damage, the same shall apply in the cases specified under No. 3(b).
3. A loss shall be deemed to be a Partial Loss if the cost-of restoring the damaged Item to its former working condition (repair) plus the value of the salvaged material:
  - a) is less than the New Replacement Cost or
  - b) is less than the Actual Cash Value immediately before the occurrence of the loss or damage with regard to Items for which spare parts of series production are no longer available (Obsolete items)Otherwise the loss shall be deemed to be a Total Loss.
4. Furthermore, the Company shall compensate for necessary extra charges incurred for:
  - a) express freight;
  - b) overtime, night work, work on public holidays and Sundays.
5. Only subject to, special agreements, compensation shall be paid for:
  - a) extra charges for air freight;
  - b) any cost for masonry, plastering, painting, earth and chisel or similar work.
6. The Company shall not pay compensation for:
  - a) any cost which would have been incurred even if the loss or damage had not occurred (e.g. for maintenance)
  - b) additional costs of any alteration or improvement of the Insured Item in connection with an insured loss event;
  - c) any other costs which by their nature or amount are not included in the Sum Insured;
  - d) the amount of the Deductibles stated in the Schedule in respect of each and every occurrence giving rise to loss or damage.
7. If the damaged, Item is provisionally repaired, the liability of the Company shall be limited to the final repair cost which would have been incurred if provisional repairs had not been made.

**SECTION 2**  
**INCREASED COST OF WORKING**  
**(NOT INSURED UNLESS OTHERWISE EXPRESSLY STATED ON THE POLICY SCHEDULE)**

**BASIS OF INSURANCE**

The Company hereby agree with the Insured that if any physical loss or damage insurable under Section 1 of this Policy gives rise to a total or partial interruption of the normal functions of any Item entered under Section 2 of the Schedule, the Company will indemnify the Insured for the actual additional expenditures as specified in the Schedule which were necessarily and reasonably incurred during the Indemnity Period for the sole purpose of avoiding or diminishing the effects of such interruptions or interference.

Particularly, this Section shall cover additional expenditures incurred for:

- a) the use of substitute items;
- b) the application of other operating or manufacturing methods;
- c) the hiring of services or the purchasing of, semi-manufactured or finished products.

**SPECIAL EXCLUSIONS**

The Company shall not be liable for any addition expenditures Incurred as a result or consequence of:

1. any restriction imposed by any public authority concerning the reconstruction or resumption of operation;
2. the Insured not having, at his immediate disposal sufficient capital for repairing damaged or replacing lost items;
3. any alteration, improvement or overhauling of an Insured Item in connection with an insured loss event;
4. the reinstatement of damaged or lost data and programs and loss or damage to data media;
5. the discontinuance of manufacture of the lost or damaged Item or any non-availability of spare parts of series production for such Item.

**SPECIAL CONDITIONS**

**1. Annual Sum Insured**

The Annual Sum Insured under this Section shall be the total amount which the Company would have to pay as additional expenditures as specified in the schedule for a period of 12 months. The Annual Sum Insured shall be based on the maximum amounts agreed per day and per month as specified in the Schedule.

**2. Indemnity Period**

The Company shall be liable only for additional expenditures arising within the agreed Indemnity Period stated in the Schedule.

The Indemnity Period shall commence at the date of the earliest possible discovery of the physical loss or damage by the Insured in accordance with the technical rules, but at the latest date when additional expenditures arise.

**3. Bases of Indemnity**

1. The Company shall be liable up to an amount not exceeding the indemnification agreed per day and per Item the Indemnity Period as specified in the Schedule, however, not exceeding the amount agreed for any monthly period.
2. The Company shall not be liable for such additional expenditures which would have been incurred even if there would not have been a physical loss or damage giving rise to a total or partial interruption of the normal functions of an Item entered in the Schedule, particularly if such additional expenditures result from planned of necessary alteration, improvement or overhauling work on the insured Item.
3. Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.
4. The Company shall not be liable in respect of the amount of the Deductibles stated in the Schedule in respect of each and every occurrence giving rise to loss or damage.

**SECTION 3  
LOSS OF GROSS PROFIT  
(NOT INSURED UNLESS OTHERWISE EXPRESSLY STATED ON THE POLICY SCHEDULE)**

**BASIS OF INSURANCE**

The Company hereby agree with the Insured to indemnify the Insured against the Loss of Gross Profit consequent upon interruption of or interference with the Business caused by an Accident (as hereinafter under defined) of any insured Item entered under Section 3 of the Schedule.

**DEFINITIONS**

**Accident**

means total or partial interruption of the normal functions of any Items entered under Section 3 of the Schedule caused by loss or damage insurable under Section 1 of this Policy and admissible by the Company as a claim thereunder.

**Gross Profits**

means the amount by which the sum of the Turnover and the value of the Closing Stock shall exceed the sum of the value of the Opening Stock and the amount of all Purchases (less discounts received) Carriage Packing and Freight and any Uninsured Working Expenses specified in the Questionnaire.

The values of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

The words and expressions used in this Definition and the Questionnaire shall have the meaning usually attached to them in the book and accounts of the Insured.

**Turnover**

means the-money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Situation. If goods shall be sold or services shall be rendered elsewhere than at the Situation for the benefit of the Business either by the Insured or others on his behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover.

**Rate of Gross Profit**

means the rate of Gross Profit earned on Turnover during the financial year immediately before the date of the Accident. ) to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Accident or which would have affected the Business had the Accident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Accident would have been obtained during the relative period after the Accident.

**Standard Turnover**

means turnover during that period in the twelve months immediately before the date of the Accident which corresponds with the Indemnity Period.

**Annual Turnover**

means turnover during the twelve months immediately before the date of the Accident

**Relatives Importance**

means the percentage effect which a breakdown of a particular Insured Item will have on the total Gross Profit of the Insured Business disregarding any loss-minimizing measure.

**SPECIAL EXCLUSIONS**

The Company shall not be liable for any Loss of Gross Profit incurred as a result or consequence of

1. any restriction imposed by any public authority concerning the reconstruction or resumption of operation;
2. the Insured not having at his disposal in good time sufficient capital for repairing damaged or replacing lost Items;
3. any alteration, improvement or overhauling of an Insured Item in connection with an insured loss event;
4. the reinstating of damaged or lost data and programs and loss of or damage to data media;
5. the discontinuance of manufacture of a lost or damaged Item or any non-availability of spare parts of series production for such Item;

6. failure or interruptions of any gas, water or electricity service or supply;
7. fines or damages for breach of contract or penalties of any kind;
8. the elimination of functional failure or maintenance of the Insured Item, such exclusion also applying to parts exchanged in the course of such maintenance operations;
9. loss or damage for which the manufacturer or supplier of the Insured Item is responsible either by law or under contract.

## **SPECIAL CONDITIONS**

### **1. Sum Insured**

The Sum Insured under this Section shall be the total Gross Profit of the insured Business which, but for the interruption of the normal functions of the Insured Item, would have been earned by the Insured during the evaluation Period of one year ending at the moment at which the insured Loss of Gross Profit ceases but not later than at the expiry of the Indemnity Period specified in the Schedule.

### **2. Indemnity Period**

The Indemnity Period is the Period during which the results of the Business are affected in consequence of the Accident caused by loss or damage insurable under Section 1 of this Policy beginning with the occurrence of the Accident and ending not later than the number of months specified in the Schedule thereafter.

### **3. Basis of Indemnity**

- 3.1.1. The liability of the Company in respect to this Section shall in no case exceed the Sum Insured stated in the Schedule against the Section.
- 3.1.2. The Company shall not be liable in respect of the number of working days specified as Excess Period in the Schedule in respect of the occurrence of the Accident.
- 3.2 The amount payable as indemnity is the sum produced by;
  - 3.2.1. applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Accident of the Insured Item fall short of the Standard Turnover; and
  - 3.2.2. the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for the expenditure would have taken place during the Indemnity Period in consequence of the Accident of the Accident but not exceeding the sum produced by applying the Rate of Gross Profit to the reduction thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of the Gross Profit as may cease or be reduced in consequence of the Accident of the Insured Item. Provided that, if the Sum Insured for this Section of the Policy is less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover, the amount payable shall be proportionately reduced.
- 3.3 If in the event of an Accident the percentage of Relative Importance stated in the Schedule for this Item is lower than the actual percentage of Relative Importance subsequently arrived at for the period of interruption, the Company shall only be liable to indemnify the proportion which the percentage of Relative Importance stated in the Schedule bears to actual percentage.
- 3.4 If during period of six months immediately following the recommissioning of Insured Items after an Accident, the Insured derives benefits from deferred sales or from increased production and/or profits as a consequence of an Accident, such benefits shall be taken into account in determining the indemnity payable under this Section.
- 3.5 The indemnity shall fall due two weeks after its final determination. If after the expiry of one month from the beginning of an interruption of or interference with the Business and after the expiry of each further month it is possible to determine the minimum amount which the Company are liable to pay for the elapsed period of interruption, the Insured shall be entitled to demand that such amount be paid to it as an installment of the total indemnity.

The Company shall be entitled to postpone payment.



3.5.1 If there is any doubt as to the Insured's right to receive payment, until the necessary proof is furnished.

3.5.2 Is, as a result of any Accident or any interruption of or interference with the Business, police or penal investigations have been initiated against the insured, until the completion of such investigations.

#### **4. Return of premium**

In the event of the Gross Profit earned during the financial year most nearly concurrent with any period of Insurance as certified by the Insured's auditors being less than the Sum Insured under this Section a prorate return of premium not exceeding fifty percent of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference, if declared by Insured at the latest six months after such Period of Insurance. If an Accident shall have occurred giving rise to a claim under this Section such return shall be made in respect only of so much of the difference as is not due to such an interruption.

#### **5. Records**

The Insured shall be obliged to keep complete records. All records e.g. inventories, production and balance sheets for the three preceding years shall be held in safe keeping or, as a precaution against their being simultaneously destroyed, the Insured shall keep separate sets of such records.

#### **6. Material Damage Cover for Insured Items**

The Items insured under this Section shall be covered under Section 1 during the currency of this Section.

## ENDORSEMENT

### PREMIUM WARRANTY ENDORSEMENT

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy / endorsement / renewal.

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 authorized 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 authorized to receive such premium, shall lie on the Company Subject otherwise to the terms and conditions of this Policy.

### ENDORSEMENT 656 - INTERNAL BREAKDOWNS

It is agreed and understood that, subject to the terms, exceptions and conditions contained in the Policy or, endorsed thereon, the Company will not indemnify the Insured for costs which are usually covered by a maintenance agreement.

Especially not for costs of rectification (including costs for search and fault identification) of

1. mechanical or electrical failure, malfunction, derangement or breakdown;
2. loss or damage to individual components, printed circuit boards or other individual parts of the Insured item

Unless it can be proven that such loss or damage is the result of an external accident as far as covered under this Policy, or fire or explosion ensues and then only for the loss or damage caused by such fire or explosion provided that the perils of fire or explosion are not excluded elsewhere in this Policy.

Subject of maintenance as far as this endorsement is concerned are:

- ◆ security checks
- ◆ preventative maintenance
- ◆ repair of defects due to wear and tear
- ◆ repair of defects occurred during normal operations without external influence.

### ENDORSEMENT 640 - MAINTENANCE

It is agreed and understood that, subject to the terms, exceptions and conditions contained in the Policy or endorsed thereon, the Company will indemnify the Insured for loss of or damage to the Insured Item only if the Insured has concluded a comprehensive maintenance agreement.

Nevertheless, the Company will not indemnify the Insured for costs which are covered by this maintenance agreement.

Especially not for costs of rectification (including the costs of search and fault identification) of

1. mechanical or electrical failure, malfunction, derangement or breakdown
2. loss or damage to individual components, printed circuit boards or other individual parts of the Insured item

Unless it can be proven that such loss or damage is the result of an external accident as far as covered under this Policy, or fire or explosion ensues and then only for the loss or damage caused by such fire or explosion, provided that the perils of fire or explosion are not excluded elsewhere in this Policy.

Subject of maintenance as far as this endorsement is concerned is:

- ◆ security checks
- ◆ preventative maintenance
- ◆ repair of defects due to wear and tear
- ◆ repair of defects occurred during normal operations without external influence.

## GENERAL CONDITIONS

### 8. Inspection

Representatives of the Company shall at all reasonable times have the right to inspect and examine any Item Insured by this Policy.

### 9. Assignment

The Company shall in no case be bound to accept notice of any transfer of the interest in this insurance, and nothing contained in this Policy shall give any right against the Company to any person other than the Insured or a transferee approved by the Company in writing.

### 10. Cancellation

This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period Premium for the time the Policy has been in force.

The Company may cancel this Policy by giving seven days' notice in writing to the Insured at his last known address i.e., by prepaid registered post and in such event will return to the Insured a proportionate part of the Premium corresponding to the unexpired Period of Insurance.

### 11. Subrogation

The Insured shall at the expense of the Company do 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 or remedies or of obtaining relief or indemnity from parties other than those insured under this Policy, to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

### 12. Contribution

If at the time of any loss or damage to any of the Insured Items there is any other insurance effected by the Insured or by any other person or persons on his behalf covering such Items, either alone or together with any other property, the Company shall not be liable to pay or contribute more than their rateable proportion of such loss or damage.

### 13. Arbitration

If any dispute shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in dispute, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before commencement of the Arbitration. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.

### 14. Renewal

The term of this Policy is for one year, but it may be renewed thereafter from year, to year, provided it has not been cancelled in writing by one of the parties three months prior to the respective renewal date.

## GENERAL EXCLUSIONS

The Company shall not be liable for loss, destruction or damage directly or indirectly caused by or contributed to or arising from :

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, nationalization, requisition or destruction by or under the order of any Government or Public Authority;
2. the acts of persons taking part in riots or civil commotion or strikes or locked out workers or persons taking part in labor disturbances or malicious acts on behalf of or in connection with any political organization;
3. nuclear reaction, nuclear radiation or radioactive contamination;
4. earthquake;
5. any willful act of the Insured or his representatives .

If any action or suit or other proceeding where the Company alleged by reason of the General Exceptions above, that any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

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## DISCLOSURE & POLICY STATEMENT KETERANGAN & KENYATAAN POLISI

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:-  
*Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:-*
- a) The Customer Care Officer of AIG Malaysia Insurance Berhad (795492-W) ("Company") at tel: 603 2118 0188 or fax: 603 2188 0288 or via e-mail to [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.  
*Pegawai Khidmat Pelanggan AIG Malaysia Insurance Berhad (795492-W) ("Syarikat") di tel: 603 2118 0188 atau faks: 603 2188 0288 atau e-mel pada [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com). Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.*
- b) The Financial Mediation Bureau (FMB) at tel: 03-2272 2811 or fax: 03-2272 1577  
Any policyholder who is not satisfied with the decision of an insurance company may write to the 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 must be submitted to facilitate FMB's reference.  
*Biro Pengantaraan Kewangan (BPK) di tel: 03-2272 2811 atau faks: 03-2272 1577  
Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada BPK dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada BPK untuk rujukan.*
- An award of the FMB is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The Company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the FMB's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the FMB.  
*Pihak Syarikat adalah terikat kepada keputusan BPK. Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan BPK, beliau boleh memilih untuk mengambil tindakan alternatif undang-undang. Tidak ada yuran bayaran yang dcaj untuk perkhidmatan BPK.*
- The address is / *Alamat ialah:-*
- Biro Pengantaraan Kewangan**  
Tingkat 14, Blok Utama  
Dataran Kewangan Darul Takaful  
No 4 Jalan Sultan Sulaiman  
50000 Kuala Lumpur
- c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 1-300-88-5465 (1300-88-LINK) or fax: 03-2174 1515.  
Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.  
*Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 1-300-88-5465 (1300-88-LINK) atau faks: 03-2174 1515  
Pemunya polisi yang tidak puas hati dengan bimbingan pihak syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.*
- The address is / *Alamat ialah:-*
- Pengarah**  
Laman Informasi Nasihat dan Khidmat (LINK)  
Tingkat Bawah, Blok C  
Bank Negara Malaysia  
Peti surat 10922  
50929 Kuala Lumpur
2. By virtue of the Anti-Money Laundering & Anti-Terrorism Financing Act 2001, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.  
*Bersandarkan Akta Pencegahan Pengubahan Wang Haram & Pecegahan Pembiayaan Keganasan 2001, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.*
3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.  
*Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.*
4. **CONSENT TO USE OF PERSONAL DATA** : Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purposes. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at P.O. Box 11768, 50756 Kuala Lumpur or phone: 603 2118 0188, fax: 603 2188 0288 or e-mail: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com).  
By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above.  
**KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI** : Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat reinsurans dan penyiasatan tuntutan dan persatuan/perbadanan industri) bagi tujuan menyimpan dan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pepadanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara bertulis kepada pihak Syarikat di P.O. Box 11768, 50756 Kuala Lumpur atau menelefon: 603 2118 0188, fax: 603 2188 0288 or e-mail: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com).  
Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di atas.

JL-V6 / April 11

### IMPORTANT NOTICE

Please take note that a Product Disclosure Sheet is attached to your policy contract:

The Product Disclosure Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service at **603 2118 0188** (Monday – Friday, 9am – 5pm).

AIG V.8/OCT 2012

### NOTIS PENTING

Sila ambil perhatian bahawa sesalinan Helaian Pendedahan Produk adalah dilampirkan dengan kontrak polisi anda:

Helaian Pendedahan Produk mengandungi ringkasan ciri-ciri produk. Jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Perkhidmatan Pelanggan kami di **603 2118 0188** (Isnin – Jumaat, 9pagi – 5petang)



AIG Malaysia Insurance Berhad (795492-W)  
Level 18, Menara Worldwide,  
198, Jalan Bukit Bintang,  
55100 Kuala Lumpur.

Telephone: 603 2118 0188  
Facsimile: 603 2118 0288  
[www.aig.my](http://www.aig.my)