PACIFIC & ORIENT INSURANCE CO. BERHAD (No.12557-W)

A Member Of The Pacific & Orient Group

Internet: www.poi2u.com

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BURGLARY POLICY

The benefits(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (Visit www.pidm.gov.my)

For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Pacific & Orient Insurance Co. Berhad (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

WHEREAS the Insured named in the Schedule hereto has made to **PACIFIC & ORIENT INSURANCE CO. BERHAD** (hereinafter called "the Company" a Propsal and Declaration which shall be the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the Indemnity hereinafter contained.)

NOW THIS POLICY WITNESSETH that if at any time during the Period of Insurance stated in the Schedule hereto or during any further Period for which the Company may accept payment for the renewal or of the Policy:

A) The Property Insured or any part thereof described and included in the Schedule hereto whilst contained in the Premises described in the said Schedule shall be lost:-

1) By Theft consequent upon actual forcible and violent entry upon the said Premises or committed by any person or persons (other than employees) feloniously concealed thereon, or

2) In the case of Private Residences and/or Residential Flats only, by being wrongfully taken or carried away from the Premises with felonious intent**.**

B) There shall arise any damage to the said Property Insured or to the Premises, failing to be borne by the Insured, due to any such theft as aforesaid or any attempt thereat:

THE COMPANY WILL PAY OR MAKE GOOD TO THE INSURED:-

a) Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or

The net cost of repairing such damage

But not exceeding in respect of any one item specified in the Schedule the Sum Insured thereon nor in respect of damage to the Premises five per cent of the Total Sum Insured nor in the whole during any one Period of Insurance such Total Sum Insured.

PROVIDED ALWAYS that the Premises mentioned in the Schedule shall not include any yard, garden, outbuildings, or other appurtenances unless specifically included in the Schedule hereto**.**

EXCEPTIONS

The Company shall not be liable in respect of :-

a) Loss or damage due to any such theft as aforesaid or to any attempt thereat by any of Insured's family, business staff or domestic servants, or any person lawfully on the Premises except as provided for in Section A (2) above.

b) Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, act foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution,insurrection, strike, riot, civil commotion, military or usurped power, or confiscation or destruction by order of any Government of Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accident loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences of any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

c) Loss of or damage to medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs,deeds bond, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books unless specifically included in the Schedule.

d) Loss or damage arising whilst the Premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid.

CONDITIONS

1. The Policy, Schedule and Conditions shall read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule or of the Conditions shall bear the same meaning wherever it may appear.

2. 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, shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed an official or duly authorised representative of the Company shall have been issued therefor.

4. All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this policy was issued, and notice of knowledge of anything relating to this policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or intialled by an authorised representative of the Company.

5. The Company shall at any time, by giving seven days notice to the Insured by Registered Letter at his address or place of abode at last known to the Company, be at liberty to determine and cancel this policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the Premium corresponding to the unexpired period of Insurance.

6. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy :-
   a) The Insured shall give immediate notice thereof to the Company stating the circumstances of the case, and take all practicable steps to discover the guilty persons, and to recover the property lost and unless such notice be received by the Company within 30 days of the happening of such event the Company shall be under no liability for any loss or damage occurring in connection with such event.
   b) The Insured shall deliver to the Company within seven days from the date on which the event shall have come to the Insured's knowledge, a detailed statement in writing of the loss or damage with an estimate of the intrinsic value of each article lost, and the amount of the damage sustained excluding profit or any kind.
   c) The Insured shall furnish to the Company all such particulars and evidence, documentary or otherwise, and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim, to discover the punish and guilty person or persons to trace and recover the property lost, and to recoup the Company, so far as may be, in respect of the amount the Company shall pay or be liable to any under this Policy. The Company shall bear the expense of all such particulars, evidence, assurances, and things as the Company may require with the above objects or any of them, other than those required to substantiate the claim.

7. If the Property insured shall at the time of any event giving rise to claim under this Policy 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.

8. In the event of a claim for Larcency or Theft the Insured must afford such evidence as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by such Larceny or Theft and is not merely mislaid or missing.

9. The Company may reinstate, repair or replace the property or premises lost or damage as the case may be instead pf paying the amount of the loss or damage, and may join with any other Insurers in so doing in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Company.

10. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Property Insured or any part thereof, whether effected by the Insured or not, then the Company shall not be liable to pay, or contribute more than its rateable proportion of any loss or damage. Each item of this Policy shall be separately subject to this condition.

11. Nothing contained herein shall give any rights against the Company to any person other than the Inusred, and the Company will not be bound by any passing of the interest of the Insured otherwrise than by death, unless and until the Company shall by endorsement hereon declared the Insurance to be continued.

12. If the proposal or declaration of the Insured is unture in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or of this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof, then, in any of these case, this Policy shall be void.

13. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by both parties, or, if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each party, and in case of disagreement between the Arbitrators, to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference, and an Award shall be condition precedent to any liability of the Company or any right of action against the Company.

14. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the preium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Cretificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rate premium for the period they have been on risk.

Where the preium payable pursuant to this warranty is received by an authorized agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the on us of proving that the preium payable was received by a person including an Insurance Agent, who was not authorized to receive such preium shall lie on the insurer.

IMPORTANT NOTICE

Your attention is drawn to the 60 days premium warranty attached to the policy.

By this warranty, the insurance policy is automatically cancelled unless the full preium is paid to the insurer within 60 days from the commencement date of cover. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you make full payment of the premium to your broker as soon aspossible and in any case within the 60 days period of the preium warranty so as to enable your broker to remit the premiums early to your insurer. You are advised to request your broker to furnish you with the broker's and insurer's receipt on the premium that you paid.

Disputes can be referred to: Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau) Tel No : 03-2272 2811