



## Policy

# Fidelity Guarantee

**Berjaya Sampo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
Toll Free No: 1-800-889 933  
Tel.: 03-2170 7300  
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## IMPORTANT NOTICE

This is **Your** Fidelity Guarantee Policy. **You** should satisfy yourself that this Policy will best serve **Your** needs. **You** should read and understand the Policy terms, conditions and warranties and discuss with **Your** agent and/or with **Us** directly for more information and/or to clarify any doubts **You** may have, before **You** purchase this Policy.

**You** must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided. If **You** have any questions after reading these documents or if there are any changes in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy.

To help preserve the environment, **We** will send a printed copy of this Policy once only. Please keep this Policy safely. In case of renewal and/or amendment of **Your** Policy, **We** will send **You** the Policy **Schedule** and/or **Endorsement** only. If at any time **You** require a replacement copy of this Policy, please contact **Us**.

If **You** have any complaints relating to this **Policy**, please contact

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank  
105 Jalan Ampang  
50450 Kuala Lumpur  
Tel : 03-2170 7300  
Tol Free : 1-800-889-933  
Fax : 03-2170 4800  
Email : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

If **You** are not happy with **Our** response, **You** may opt to contact either:

### OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel. : 03-2272 2811  
Fax : 03-2272 1577  
E-mail : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia  
Ground Floor, Blok D  
Jalan Dato Onn  
50480 Kuala Lumpur  
Tel : 603-2698-8044 / 2698 9044 / 9179 2888  
Tol free : 1-300-88-5465  
Fax : 03-2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
eLINK : [telelink.bnm.gov.my](http://telelink.bnm.gov.my)  
SMS : 15888

## OUR AGREEMENT

This Policy, the **Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflect the Terms and Conditions of the insurance contract as agreed between **You** and **Us** pursuant to information provided by **You** (or on **Your** behalf by **Your** intermediary) and are issued in consideration of the payment of **Premium** as specified in the **Schedule** and **Endorsements** respectively.

## DUTY OF DISCLOSURE

**You** have a duty to take reasonable care not to make any misrepresentation in providing information through the Proposal Form, correspondences or any other form of disclosure. Failure to take reasonable care may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations made in relation to the information in any form disclosed by **You**, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

**You** have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

## DEFINITIONS

Some words and expressions in this Policy have been printed in bold because they have been given specific meaning as follows:

### Customary Short-Period Rates

The percentage of annual rate charged for the duration of cover:

Period Not Exceeding	Percentage of Rate Charged
15 days	10% of annual rate
1 months	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
7 months	75% of annual rate
8 months	80% of annual rate
9 months	85% of annual rate
10 months	90% of annual rate
11 months	95% of annual rate
12 months	100% of annual rate

### Employee(s)

Any person, servant or appointed representative in **Your** employment or service.

### Endorsement

A written alteration to the terms, conditions and/or warranties of this Policy.

### Period of Insurance

Duration of the Policy as shown in the **Schedule**.

### Premium

Any amount **We** require **You** to pay under the Policy and includes Government charges.

### Schedule

The Policy **Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and **Amount of Guarantee** are specified.

### Amount of Guarantee

The amount **You** have selected to insure as shown in the **Schedule**.

**We, Our or Us**

Berjaya Sompō Insurance Berhad.

**You or Your**

The person(s) or entity named in the **Schedule** as the insured.

**COVERAGE**

During the **Period of Insurance**, subject to the terms, conditions and exceptions stated in this Policy, **We** agree to make good or reimburse **You** up to the **Amount of Guarantee** for all direct pecuniary loss sustained by **You** due to any act of fraud or dishonesty committed by the **Employees** named in the **Schedule**

- (a) during the uninterrupted continuance of employment of such **Employees**
- (b) in connection with the occupation and duties of such **Employees** and
- (c) discovered during or within 6 months after the **Period of Insurance** or within 6 months after the death, dismissal or retirement of such **Employee** whichever shall happen first.

**EXCEPTIONS**

**We** will not pay if

1. there is a change to the nature of **Your** Business
2. the duties or conditions of service of the **Employee** has changed
3. the precautions and checks for securing and ensuring accuracy of accounts and stocks is not duly observed.
4. there is any unexplained loss or shortage discovered during an inventory or stock taking.

**CONDITIONS**

1. Every notice, communication or claim shall be notified in writing and sent to **Us** or **Our** representatives.
2. No amendment(s) to the terms of this Policy is valid unless the **Endorsement** is made and signed by **Us**
3. Upon becoming aware of any circumstances giving rise or likely to give rise to a claim under this Policy, **You** shall:
  - a. immediately notify **Us** in writing stating the circumstances of the claims and deliver a written Statement with particulars of the acts or defaults discovered and the whereabouts of the **Employee** if known; and
  - b. within three months after such notice, deliver the full details of the claim and furnish proof of the correctness of such claim and the identity of the **Employee** concerned.
4. **You** shall use all diligence by working with the authorities in prosecuting the Employee to conviction for any criminal act committed which resulted in a claim under this Policy.
5. Any money of the **Employee** due to the **Employee** from **You** will be deducted from the claim amount payable under this Policy. Any subsequent recovery (excluding insurance or reinsurance taken by **Us**) from the **Employee** will be shared between **You** and **Us** in the same proportions that was borne to the total amount of loss.
6. Following the discovery of an act of fraud or dishonesty on the part of any **Employee**, the indemnity granted under this Policy shall end with regard to the said **Employee**.
7. Any sums payable shall reduce the **Amount of Guarantee** and the amount in respect of any such sums shall not exceed the amount stated in the **Schedule**. The **Amount of Guarantee** shall be **Our** maximum liability in respect of each act of fraud or dishonesty or a series of such acts of fraud or dishonesty which are interconnected irrespective of the number of **Employees** involved.
8. The **Amount of Guarantee** may be reinstated upon **Your** payment of additional **Premium** and on the express understanding that the amount reinstated is available only in respect of acts of fraud or dishonesty committed after such reinstatement.
9. In the event of claim, **You** shall allow **Us** to inspect all **Your** books of accounts and any accountants reports and provide all information and assistance to **Us** to use for and obtain reimbursement by the **Employee** or his estate of any money which **We** have paid or become liable to pay under this Policy.
10. If this policy is renewed and continues to be in force, **Our** liability in respect of any claim shall not be accumulated or increased and **Our** aggregate liability for losses forming the basis of such claim shall not exceed the **Amount of Guarantee** under the current policy.
11. In the event of a claim and there is any other insurance covering the same loss, **We** will only pay **Our** rateable proportion of the loss.
12. This Policy shall be void in any of the following circumstances:
  - (a) If the proposal or declaration is untrue in any respect;
  - (b) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
  - (c) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression; or
  - (d) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**.
13. If there is any difference to the amount of any loss or damage, it shall be a condition precedent that such difference of amount only shall be referred to the decision of an Arbitrator, to be appointed in writing by the parties, before any other right of action shall exist. If parties cannot agree on a single Arbitrator, then the issue will be decided by two (2) disinterested persons sitting as Arbitrators appointed in writing, one (1) by each party, within two (2) calendar months after being requested by the other party. If the party refuses or fails to appoint an Arbitrator within two (2) calendar months after receipt of such request requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator. The parties shall also appoint an Umpire, who shall sit with the Arbitrators and preside at their meetings. In the event of disagreement between the Arbitrators, the difference shall be referred to the Umpire. The death of any party shall not revoke or affect the authority or powers of the

Arbitrator(s) 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 appointing party. The costs of the reference and award shall be at the discretion of the Arbitrator (s) or Umpire making the award.

14. This Policy shall be governed by and interpreted in accordance with Malaysian law.

15. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

## CLAUSES

The following is applicable to this **Policy**:

### NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Policy shall exclude any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Nuclear Energy Risks.

For purposes of this Policy, Nuclear Energy Risks shall mean:

- (I) All Property, on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
  - (a) The generation of nuclear energy; or
  - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

The above exemption shall not extend to: -

- (1) The provision of any insurance whatsoever in respect of: -
  - (a) Nuclear Material;
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or — for reactor installations — as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the undernoted perils:
  - (a) Fire, lightning, explosion;
  - (b) Earthquake;
  - (c) Aircraft and other aerial devices or articles dropped therefrom;
  - (d) Irradiation and radioactive contamination;
  - (e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

### Definitions

"Nuclear Material" means:

- (I) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (II) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, building, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatsoever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installation, any area where the level of radioactivity requires the provision of a biological shield.

#### **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, corruption or deformation of the original structure.

Property damage also excludes:

- A) Loss of or damage to and business interruption losses resulting from, data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, corruption or deformation of the original structure. 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, including business interruption losses resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs.

#### **WAR AND TERRORISM EXCLUSION CLAUSE**

This Policy excludes any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this exclusion 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 exclusion also excludes any liability, loss, damage, cost or expenses 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 (1) and/or (2) above.

If **We** allege that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by **Your** Policy the burden of proving the contrary shall be on **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **INDUSTRIES, SEEPAGE, POLLUTION & CONTAMINATION CLAUSE**

**We** will not be liable for:-

- (1) Personal injury, bodily injury, financial loss or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, unless such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.
- (2) The cost of removing, nullifying or cleaning up seepage, polluting contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the **Period of Insurance**.
- (3) Fines, penalties, punitive or exemplary damages payable due to seepage, pollution or contamination.

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

**We** shall not provide cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **PREMIUM WARRANTY**

**Premium** due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this Policy or **Endorsement**.

If this **Premium** payment condition is not complied with, this Policy shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the sixty (60) day period **We** have provided cover.

Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this Warranty.

## CANCELLATION

**You** may terminate the Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **Your** notice, whichever is later. **We** will refund the **Premium** to **You** for the unexpired **Period of Insurance** based on the **Customary Short-Period Rates** for the period the Policy has been in force. **We** may also terminate **Your** Policy at any time by giving **You** seven days' notice in writing to **Your** last known address and refund the proportionate **Premium** for the unexpired **Period of Insurance** to **You**. Refund of **Premium** due to termination is subject to a minimum **Premium** of RM50.00.