



Policy Fidelity Guarantee

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free: 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** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this Policy. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

You must fully observe and fulfill this Policy's terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations 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 Wording once only. Please keep this Policy Wording 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 copy of the Policy Wording, please download a copy from www.berjayasompo.com.my based on the jacket code provided.

If you have any complaints relating to this Policy, please contact:

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sompo Insurance Berhad

Registration No. 198001008821 (62605-U)

Level 36, Menara Bangkok Bank

105 Jalan Ampang

50450 Kuala Lumpur

Tel. : 03-2170 7300

Toll Free : 1-800-889-933

Fax : 03-2170 4800

E-mail : customer@bsompo.com.my

If you are not happy with our response, you may opt to contact either:

FINANCIAL MARKETS OMBUDSMAN SERVICE

Level 14, Main Block

Menara Takaful Malaysia

4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel. : 03-2272 2811

Website : www.fmos.org.my

BNMLINK

4th Floor, Podium

Bangunan AICB No. 10

Jalan Dato' Onn

50480 Kuala Lumpur

Tel : 1-300-88-5465 /03-2174 1717 (Overseas)

Webpage : bnm.gov.my/BNMLINK

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:

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 Sompo 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 six (6) months after the **Period of Insurance** or within six (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 (3) 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/ENDORSEMENTS/WARRANTIES

(THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)

BREACH OF CONDITIONS/WARRANTIES CLAUSE

The Conditions and Warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. A breach of any Condition or Warranty shall void the Policy only in respect of all the risks to which that breach applied and does not affect the Policy in respect of the other risks.

COMMUNICABLE DISEASE EXCLUSION (LMA5393)

1. This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the **Period of Insurance**. Consequently and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this **Endorsement**, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This **Endorsement** applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the Policy remain the same.

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.

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.

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.

PROPERTY CYBER AND DATA EXCLUSION (LMA5401)

1. Notwithstanding any provision to the contrary within this Policy or any **Endorsement** thereto this Policy excludes any:
 - 1.1. Cyber Loss;
 - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this **Endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This **Endorsement** supersedes and, if in conflict with any other wording in the Policy or any **Endorsement** thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

RADIOACTIVE EXCLUSION CLAUSE

This policy does not cover 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:

- (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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.

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.

SPECIAL/EXTRANEous CLAUSES/ENDORSEMENTS

(THE FOLLOWING SPECIAL/EXTRANEous CLAUSES/ENDORSEMENTS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)

AUDITORS AND ACCOUNTANTS FEES

In the event of a claim being admitted under this insurance, the Policy shall include auditors' and/or accountants' fees to an amount not exceeding RM1,000.00 such fees being reasonably incurred in:-

- (a) providing satisfactory proof of pecuniary loss sustained by **You**.
- (b) preparation of detailed statement as required under this Policy.

The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of loss, subject to **Our** maximum liability for any loss and fees not exceeding the **Amount of Guarantee** against each item.

Provided that the term "Auditors and/or Accountants" under this clause shall mean a professional auditor and/or accountant, approved by both **You** and **Us**.

AUTOMATIC ADDITIONS & DELETIONS CLAUSE

Any person who is recruited by **You** after the date of commencement of this Policy shall be automatically held covered as from his or her first day of employment. Provided that **Our** maximum liability shall remain at the Policy limit in respect of any one loss and in the aggregate for the **Period of Insurance**.

You shall within ninety (90) days give written notification to **Us** of any such additions/deletions of **Employees** under the Policy and pay an additional premium which may be required by or receive a refund **Premium** from **Us** as the case may be.

This clause shall only be applicable to all **Employees** within the specified occupation as stated in the Policy and **You** are obliged to insure all **Employees** within the specific occupation under the Policy.

LOSS NOTIFICATION

This insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying **Us** of any circumstances or event giving rise or likely to give rise to a claim under this Policy. However, **We** shall not be responsible for any claim not reported to **Us** within thirty (30) days from the date of discovery.

MISDESCRIPTION CLAUSE

The Policy shall not be prejudiced by any misdescription of designation of the persons guaranteed. Notice is to be given to **Us** immediately when **You** become aware of such misdescription.

PAYMENT ON ACCOUNT CLAUSE

Payment on account will be made to **You** if desired provided that it is established that the loss is indemnifiable under this Policy.

REINSTATEMENT OF GUARANTEE AMOUNT CLAUSE

At **Your** request and in consideration of the payment of an additional **Premium** as required by **Us**, **We** will reinstate the guarantee amount up to original amount insured after receipt of notice of an act insured against and committed by the **Employees** but not in respect of the **Employees** to whom claim payment has been made or any act of fraud or dishonesty or reasonable cause of suspicion or any improper conduct shall have come to **Your** knowledge.

Such reinstated amount shall only apply to fraud or dishonesty subsequent to the date of reinstatement and shall not apply to losses occurring before such reinstatement.

UNIDENTIFIABLE EMPLOYEE CLAUSE

If loss is alleged to have been caused by the fraud or dishonesty of any one or more of **Your Employees** and **You** are unable to designate the specific **Employee** causing such loss, **You** shall nevertheless have the benefit of this guarantee provided that the evidence submitted (in case of inventory shortage conclusively) established that the loss was in fact due to the fraud or dishonesty of one or more of **Your Employees**. **Our** aggregate liability for any such loss shall not exceed the amount stated in the Policy.

CANCELLATION

You may cancel this 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 pro-rated **Premium** to **You** for the unexpired **Period of Insurance**, provided no claims have been made under the Policy and subject to a minimum **Premium** of RM75.00. **We** may cancel this Policy by giving **You** fourteen (14) days' notice in writing to **Your** last email address or correspondence/registered address known to **Us**, and refund the pro-rated **Premium** to **You** for the unexpired **Period of Insurance**.