

PLATE GLASS POLICY

STAMP DUTY PAID

STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

For Consumer Insurance Contract (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

Whereas the Insured named in the Schedule hereto has applied to the Great Eastern General Insurance (Malaysia) Berhad (hereinafter called "the Company") where 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 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 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 the Company. However, in the event of any pre-contractual misrepresentation made in relation to the Insured answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

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

Whereas the Insured named in the Schedule hereto has applied to the Great Eastern General Insurance (Malaysia) Berhad (hereinafter called "the Company") where 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 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 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 the Company. In the event of any pre-contractual misrepresentation made in relation to the Insured answers or in any disclosures made by the Insured, it may result in avoidance of the Insured contract of insurance, refusal or reduction of the Insured claim(s), change of terms or termination of the Insured contract of insurance.

Subject otherwise to the terms, exceptions and conditions of the Policy.

NOW THIS POLICY WITNESSETH that if during the said period or during any period for which the Company may agree to accept a renewal premium there shall be a breakage (which for the purpose of this policy shall not include scratches) of any of the glass mentioned in the Schedule the Company will pay or make good to the Insured the intrinsic value thereof subject to any limit specified in the said Schedule.

PROVIDED ALWAYS that the due observance and fulfilment of the terms, exclusions, limitations and conditions hereof 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 hereunder and that no waiver of any of the provisions hereof shall be valid unless made in writing signed by an Attorney or authorised official of the Company.

PROVIDED FURTHER that the Company will not be liable for any misdescription of the glass insured and that unless expressly stated in the said Schedule all glass shall be considered plain and ordinary glazing quality, and the liability of the Company shall be limited to intrinsic cost. Further, should the Company decide to replace instead of paying the cost value the alteration removal and restoration of all window-fittings frames fixtures casing and tiles and similar objects which it is necessary to alter or remove before replacement can be made shall be done by and at the expense of the Insured. The Company shall not be liable for the cost of barricading scaffolding or similar erections nor for any loss arising from interruption in or delay caused to Business nor for any other consequential loss arising at any time or from any cause whatsoever.

EXCEPTIONS

This Policy shall not cover (unless the consent of the Company shall have previously been obtained and recorded by endorsement hereon) breakage of glass:

- a) Being embossed, silvered, bent or containing lettering or ornamental work of any kind.
- b) Resulting from cracks of which the Company have not been notified in writing.
- c) Occurring during transit to or while being affixed to or removed from or during the course of alterations on the Premises described in the said Schedule.
- d) Directly or indirectly occasioned by or happening through or in consequence of:-
 - (i) Fire, lightning, Earthquake and Explosion.
 - (ii) War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - (iii) Strike, riot or civil commotion.
 - (iv) The wilful act procurement connivance or assistance in any way whatsoever of the Insured or any claimant or inmate or member of the Insured's household or business staff.
- e) (i) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
(ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- f) The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

and in the event of any claim arising for breakage of Insured property the Insured shall, if so required and as a condition precedent to any liability of the Company, prove that breakage did not in any way arise under or through any of the above excepted circumstances or causes.

CONDITIONS

1. This insurance shall not commence until the premium has been actually paid to and accepted by the Company and the Company's official acceptance letter or Policy has been issued; and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form or receipt signed by an official or duly authorised representative of the Company shall have been issued therefor.
2. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company.
3. All the Glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the said premises, or in the tenancy, sub-tenancy, occupancy of, or Business carried on in the buildings containing the Glass described in the Policy, or if the premises, should become void or disused notice in writing thereof shall immediately be given to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the Insurance.
4. If at the time of any breakage there be any other subsisting insurance or insurances, covering the same insured property and permitted by endorsement the Company shall not be liable to pay or contribute more than its rateable proportion of the loss.
5. In case of breakage of any of the Glass herein mentioned, the Insured shall immediately give notice thereof in writing to the Company or any Branch Office of the Company; and shall furnish the particulars of such breakage and how sustained, and make proof of the same by the production of evidence as the Company may reasonably require within seven days from the happening of such breakage.
6. The Insured upon becoming aware of any breakage in respect of which a claim is or may be made shall at his own expense take all practicable steps to discover the person who is liable for such breakage.
7. All salvage glass shall be the property of the Company, and must be carefully preserved. The Company shall in respect of anything insured under this policy be entitled to use the name of the Insured, including the bringing defending, enforcing or settling of legal proceedings for the benefit of the Company.
8. The Company may give notice in writing to the Insured, under registered letter to this last known address cancelling this policy at any time, paying on demand 'proportion of the premium corresponding to the unexpired' period of the Policy.
9. This policy is subject to the condition of average, this is to say, if the property hereby covered shall at the time of any loss be of greater value than the sum insured hereby the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured hereby bear to the total value of the said property.
10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two 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 appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

WARRANTIES applicable only if stated in the Policy Schedule

CPWE: 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 Certificate.

If this condition is not complied with then this Contract is automatically cancelled and the Company shall be entitled to the Pro Rata Premium for the period they have been on risk.

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

Subject otherwise to the Terms and Conditions of this Policy.

GOVERNMENT TAX

Please be informed that the premiums on this policy are subject to the Government tax prevailing during the term of this policy. Your obligation to pay the prevailing Government tax shall form part of the terms and conditions of Your insurance policy.

SANCTION LIMITATION AND EXCLUSION CLAUSE (SANC)

At the sole discretion of the Company, the Company shall not be deemed to provide cover and shall not receive any payment(s) under the policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

**NOTICE TO ALL POLICYHOLDERS
LOGGING COMPLAINTS AND GRIEVANCES**

You may refer your complaint pertaining to any insurance related matters to our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman of Financial Services or BNMLINK / BNMTLELINK, Bank Negara Malaysia. The contact details of our Complaint Handling Unit:-

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD

Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur
Telephone No. : 03 4259 7828
Fax No. : 03-4813 0055
Email : gicare-my@greateasterngeneral.com

OMBUDSMAN OF FINANCIAL SERVICES OR BANK NEGARA MALAYSIA

If you are not satisfied with the respond or the decision of our Complaint Handling Unit, you may submit your complaint either to the Ombudsman of Financial Services (OFS) within 6 months from the date of our Complaint Handling Unit's final decision, or to BNMLINK / BNMTLELINK, Bank Negara Malaysia (BNM). Kindly check with our Complaint Handling Unit on the proper avenue for dealing with your complaint. the following are the contact details of OFS or BNM:-

OFS : Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Telephone No. : 03-2272 2811
Fax No. : 03-2272 1577

BNM : Laman Informasi Nasihat dan Khidmat (BNMLINK) (Walk-in Customer Service Centre)
Ground Floor, D Block, Jalan Dato' Onn, 50480 Kuala Lumpur.

Contact Centre (BNMTLELINK) Corporate Communication Department, Bank Negara Malaysia
P.O. Box 10922, 50929 Kuala Lumpur.
Telephone No. : 1-300-88-5465; (Overseas: 603-2174-1717)
Fax No. : 03-2174-1515
Email : bnmtlelink@bnm.gov.my

Branch Offices Of Great Eastern General Insurance (Malaysia) Berhad (102249-P)

Kuala Lumpur : Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur. Tel: 03-42598888 Fax: 03-48130088
Penang : Suite 2-3, Level 2, No. 25, Lebu Light, 10200 Pulau Pinang. Tel: 04-2619361 Fax: 04-2619058
Ipoh : 2nd Floor, Wisma Great Eastern, No. 16, Persiaran Tugu, Greentown Avenue, 30450 Ipoh, Perak. Tel: 05-2536649 Fax: 05-2553066
Alor Setar : No. 69 & 70, 1st Floor, Jalan Teluk Wanjah, 05200 Alor Setar, Kedah. Tel: 04-7346515 Fax: 04-7346516
Klang : 3rd Floor, No. 10, Jalan Tiara 2A, Bandar Baru Klang, 41150 Klang, Selangor. Tel: 03-33451027 Fax: 03-33451029
Melaka : No. 2-23, Jalan PM 15, Plaza Mahkota, 75000 Melaka. Tel: 06-2843297 Fax: 06-2835478
Kuantan : 1st Floor, No. A25, Jalan Dato' Lim Hoe Lek, 25200 Kuantan, Pahang. Tel: 09-5162849 Fax: 09-5162848
Seremban : 103-2, Jalan Yam Tuan, 70000 Seremban, Negeri Sembilan. Tel: 06-7649082 Fax: 06-7616178
Johor Bahru : Wisma Great Eastern 03-01, Blok A, Komersil Southkey Mozek, Persiaran Southkey 1, Kota Southkey, 80150 Johor Bahru, Johor. Tel: 07-3369899 Fax: 07-3369869
Kota Bharu : No. S25/5252-S, Tingkat 1, Jalan Sultan Yahya Petra, 15200 Kota Bharu, Kelantan. Tel: 09-7482698 Fax: 09-7448533
Kuching : No. 51, Level 3, Wisma Great Eastern, Lot 435, Section 54 KTLD, Travillion Commercial Centre, Jalan Padungan, 93100 Kuching, Sarawak. Tel: 082-420197 Fax: 082-248072
Sibu : 2nd Floor, No. 10 A-F, Wisma Great Eastern, Persiaran Brooke, 96000 Sibu, Sarawak. Tel: 084-328392 Fax: 084-326392
Kota Kinabalu : Suite 6.3, Level 6, Wisma Great Eastern, No. 65, Jalan Gaya, 88000 Kota Kinabalu, Sabah. Tel: 088-235636 Fax: 088-248879

Servicing Offices Of Great Eastern General Insurance (Malaysia) Berhad (102249-P)

Sandakan : 1st Floor, Lot 5 & 6, Block 40, Lorong Indah 15, Bandar Indah, Phase 7, Mile 4, North Road, 90000 Sandakan, Sabah. Tel: 089-228769 Fax: 089-228372
Tawau : 3rd Floor, Wisma Great Eastern, Jalan Billian, 91008 Tawau, Sabah. Tel: 089-755882 Fax: 089-767013
Miri : 3rd Floor, Lots 1260 & 1261, Block 10, M.C.L.D, Jalan Melayu, 98000 Miri, Sarawak. Tel: 085-421299 Fax: 085-433276
Batu Pahat : 4th Floor, 109, Jalan Rahmat, 83000 Batu Pahat, Johor. Tel: 07-4322357 Fax: 07-4322359
Mentakab : No. 60, 1st Floor, Jalan Okid, 28400 Mentakab, Pahang. Tel: 09-270 9358 Fax: 09-270 9359