

PERSONAL CYBER INSURANCE POLICY POLISI INSURANS SIBER PERIBADI

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

Manfaat-manfaat yang dibayar di bawah sijil/polisi/produk yang layak adalah dilindungi oleh PIDM sehingga had perlindungan. Sila rujuk Brosur Sistem Perlindungan Manfaat Takaful dan Insurans PIDM atau hubungi The Pacific Insurance Berhad atau PIDM (layari www.pidm.gov.my).

INTRODUCING THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad has its roots going back to the 1950s when it was the Malayan business arm of The Netherlands Insurance Company, then the 12th largest insurance company in the world. Since March 2011, The Pacific Insurance Berhad, has become a member of the Fairfax Group of Company. The Pacific Insurance Berhad offers all classes of general insurance and is known for being a pioneer and a quality provider of medical insurance. The Pacific Insurance Berhad is currently ranked as one of the largest individual medical insurance provider among general insurance companies in Malaysia.

MEMPERKENALKAN THE PACIFIC INSURANCE BERHAD

The Pacific Insurance Berhad mempunyai asal-usul sejak dari tahun 1950 apabila ia menjadi cawangan perniagaan Malaya untuk The Netherlands Insurance Company, pada masa itu syarikat insurans kedua-belas terbesar di dunia. Sejak Mac 2011, The Pacific Insurance Berhad, telah menjadi ahli kumpulan Syarikat Fairfax. The Pacific Insurance Berhad menawarkan semua jenis insurans am dan terkenal kerana menjadi perintis dan pembekal yang berkualiti bagi insurans perubatan. Diantara syarikat-syarikat insurans di Malaysia, The Pacific Insurance Berhad pada masa ini dinobatkan sebagai pembekal insurans perubatan perseorangan yang terbesar.

BRANCH NETWORK / RANGKAIAN CAWANGAN

The Pacific Insurance Berhad

Co. Reg (New) 198201011878 (Old: 91603-K)

40-01, Q Sentral, 2A Jalan Stesen Sentral 2, KL Sentral, 50470 Kuala Lumpur, Malaysia. (P.O.Box 12490, 50780 Kuala Lumpur, Malaysia.)

Tel: 03-2633 8999 Fax: 03-2633 8998 Toll-free line: 1-800-88-1629 Email: customerservice@pacificinsurance.com.my

Website: www.pacificinsurance.com.my

NORTHERN REGION KAWASAN UTARA

Alor Setar

No 15, Ground & First Floor,
Kompleks Perniagaan Long
Island Trade Centre,
Seberang Jalan Putra, Mergong,
05150 Alor Setar, Kedah
Tel : 04 - 732 4377
Fax : 04 - 731 5869

Penang

A-3-7 & 8, Vantage Desiran
Tanjung
10470 Tanjung Tokong,
Penang
Tel : 04 - 893 1757
Fax : 04 - 893 1077

Ipoh

No 12 & 12A, Persiaran
Greentown 1,
Pusat Perdagangan Greentown,
30450 Ipoh, Perak.
Tel : 05 - 241 9933
Fax : 05 - 241 9393

Taiping

31 Jalan Medan Taiping 2
Medan Taiping
34000 Taiping, Perak
Tel : 05 - 806 3388
Fax : 05 - 806 2666

CENTRAL REGION KAWASAN TENGAH

Petaling Jaya

Wisma MCIS, Level B1 & Level 3A
Tower 2, Jalan Barat,
46200 Petaling Jaya,
Selangor.
Tel : 03 - 7453 8222
Fax : 03 - 7453 8221

Klang

No. 42, Pelangi Avenue,
Jalan Kelicap 42A/KU1,
41050 Klang, Selangor.
Tel : 03 - 3341 0115
Fax : 03 - 3341 0103

EAST COAST PANTAI TIMUR

Kuantan

Ground Floor,
B36 Lorong Tun Ismail 11,
Jalan Tun Ismail 1,
25000 Kuantan, Pahang
Tel : 09 - 514 2882
Fax : 09 - 514 2953

SOUTHERN REGION KAWASAN SELATAN

Seremban

Lot 2, Jalan Era Square 2,
Era Square,
70200 Seremban, Negeri Sembilan.
Tel : 06-767 5066
Fax : 06-767 5068

Melaka

Lot 20,
Jalan Kota Laksamana 3/14,
Pangsapuri Kota Laksamana,
75200 Melaka
Tel : 06 - 288 8710
Fax : 06 - 288 8721

Johor Bahru

G-01-07, Komersial Southkey Mozek,
Persiaran Southkey 1, Kota Southkey,
80150 Johor Bahru, Johor.
Tel : 07 - 338 3365
Fax : 07 - 336 4441

EAST MALAYSIA MALAYSIA TIMUR

Kota Kinabalu

Unit B-0-5, Ground Floor,
Blok B, Karamunsing Capital,
88300, Kota Kinabalu, Sabah
Tel : 088 - 233 292
Fax : 088 - 232 195

Kuching

C149 & C249, Ground Floor & First Floor,
L2116, 4422, 7029 & 7030,
Jalan Pending, Icom Square Block C,
93450 Kuching, Sarawak.
Tel : 082 - 552 421
Fax : 082 - 552 402

IMPORTANT NOTICE

This Policy is the contract of insurance between you and us. It is important that this Policy with the attaching Schedule and any endorsements or subsequent amendments attaching thereto be read together as one single document. To ensure that your interest is protected, you are advised to read through the entire Policy carefully and to make sure that all the information contained therein are in accordance with your understanding of insurance protection you have purchased. Should you find that there is any alteration or amendment required, please advise us immediately to make the appropriate correction.

OUR PROMISE OF SERVICE

We care about the services that we provide to our customers and we make every effort to maintain a high standard of service to meet your expectation. If you need any assistance or have any enquiry, please do not hesitate to contact your intermediary (agent or broker). If you do not have one, please contact our nearest branch offices to attend to your needs.

COMPLAINTS PROCEDURES

Step 1

To speak to the Intermediary or our Branch Manager first. If you are still not satisfied, you should then complete the complaint form (a copy can be obtained from our website <http://www.pacificinsurance.com.my>) and channel the completed complaint form to our Branch Manager or directly to us at:

Complaint Monitoring Unit,
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)
Tel: +603-2633 8999 Fax: +603-2633 8998
E-mail: customerservice@pacificinsurance.com.my

Step 2

Our Officer handling your complaint shall revert to you no later than 14 days from the date of receipt of the complaint.

If the case is complicated or involves complex issue that requires further investigation, our Officer shall inform you of the reasons for the delay and the need for additional time to resolve the complaint which shall not exceed 30 days from the date the complaint was first lodged.

Where a decision cannot be made within 30 days due to the need to obtain material information or document from third party (e.g., medical, forensic or police investigation reports), our Officer shall follow up with the relevant third party for the information/document required, and provide you updates on the progress of the case at least on a monthly basis.

Once complete information/document is received, our Officer shall finalise the investigation and be in touch with you within 14 days.

Step 3

In the event that you are still not satisfied, you could address your complaint to the following bureaux:

- (a) Laman Informasi Nasihat dan Khidmat (BNMLINK)
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465
Fax: +603-2174 1515
Web Form: bnm.gov.my/BNMLINK
- (b) Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Company No: 200401025885
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Website: www.fmos.org.my

NOTIS PENTING

Polisi ini adalah kontrak insurans diantara anda dan kami. Adalah penting iaitu Polisi ini dengan jadual dan sebarang pengendorsan atau pengubahan seterusnya dibaca bersama-sama sebagai satu dokumen. Untuk memastikan faedah anda dilindungi, anda dinasihatkan membaca keseluruhan Polisi dengan teliti dan memastikan kesemua butiran terkandung didalamnya bertepatan dengan pengertian perlindungan insurans yang anda beli. Sekiranya anda mendapati perlu ada sebarang pengubahan atau pindaan, sila beritahu kami dengan segera untuk pembetulan yang sewajarnya.

PERJANJIAN KAMI UNTUK PERKHIDMATAN

Kami prihatin dengan perkhidmatan yang diberikan kepada anda sebagai pelanggan dan pegawai kami berusaha untuk mengekalkan piawai perkhidmatan setinggi mungkin untuk menepati harapan anda. Sekiranya anda memerlukan sebarang bantuan atau mempunyai sebarang pertanyaan, sila hubungi pengantara anda (agen atau broker). Sekiranya anda tiada pengantara, sila hubungi cawangan-cawangan terdekat kami (lihat alamat tertera di belakang) untuk melayan keperluan anda.

TATACARA ADUAN

Langkah 1

Rujuk perkara ini kepada Perantara atau Pengurus Cawangan kami terlebih dahulu. Sekiranya anda masih tidak puas hati, anda hendaklah mengisi borang aduan (salinan boleh didapati dari laman sesawang kami di <http://www.pacificinsurance.com.my>) dan menghantar borang aduan yang lengkap kepada Pengurus Cawangan atau hantar terus kepada Unit Pengawasan Aduan kami di:

Unit Pengawasan Aduan,
40-01, Q Sentral, 2A Jalan Stesen Sentral 2,
Kuala Lumpur Sentral, 50470 Kuala Lumpur, Malaysia.
(P.O. Box 12490, 50780 Kuala Lumpur, Malaysia.)
Tel: +603-2633 8999 Faks: +603-2633 8998
Emel: customerservice@pacificinsurance.com.my

Langkah 2

Pegawai kami yang mengendalikan aduan anda akan membalas dalam masa tidak lebih dari 14 hari dari tarikh penerimaan aduan.

Sekiranya kes menyulitkan atau melibatkan isu rumit yang memerlukan siasatan lanjut, Pegawai kami akan memberitahu anda sebab-sebab kelewatan dan perlu masa tambahan untuk menyelesaikan aduan tetapi tidak melebihi 30 hari dari tarikh pertama aduan dibuat.

Sekiranya keputusan tidak dapat dibuat dalam masa 30 hari disebabkan perlu mendapatkan maklumat penting atau dokumen dari pihak ketiga (seperti, laporan perubatan, forensik atau siasatan polis), Pegawai kami akan mengambil tindakan susulan dengan pihak ketiga berkenaan untuk maklumat/dokumen yang diperlukan, dan memberitahu perkembangan terkini kes sekurang-kurangnya pada setiap bulan.

Jika maklumat/dokumen lengkap diterima, Pegawai kami akan mengakhiri penyiasatan dan berhubung dengan anda dalam masa 14 hari.

Langkah 3

Sekiranya anda masih tidak berpuas hati, anda boleh mengutarakan aduan anda kepada biro berikut:

- (a) Laman Informasi Nasihat dan Khidmat (BNMLINK)
Bank Negara Malaysia
Tingkat 4, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465
Faks: +603-2174 1515
Borang Sesawang: bnm.gov.my/BNMLINK
- (b) Perkhidmatan Ombudsman Pasaran Kewangan (FMOS)
(dahulunya dikenali sebagai Ombudsman Perkhidmatan Kewangan)
No Syarikat: 200401025885
Tingkat 14, Blok Utama
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Laman Sesawang: www.fmos.org.my

PERSONAL CYBER INSURANCE POLICY

STAMP DUTY
PAID

A. Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **premium** as specified in the **Policy Schedule** and pursuant to the answers given in **your** Proposal Form (or when **you** applied for this insurance) and any other disclosures made by **you** between the time of submission of **your** Proposal Form (or when **you** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **you** shall form part of this contract of insurance between **you** and **us**. However, in the event of any pre-contractual misrepresentation made in relation to **your** answers or in any disclosures given by **you**, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between **you** and **us**.

B. Non - Consumer Insurance Contracts

This **Policy** is issued in consideration of the payment of **premium** as specified in the **Policy Schedule** and pursuant to the answers given in **your** Proposal Form (or when **you** applied for this insurance) and any other disclosures made by **you** between the time of submission of **your** Proposal Form (or when **you** applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by **you** shall form part of this contract of insurance between **you** and **us**. In the event of any pre-contractual misrepresentation made in relation to **your** answers or in any disclosures made by **you**, it may result in avoidance of **your** contract of insurance, refusal or reduction of **your** claim(s), change of terms or termination of **your** contract of insurance.

INTRODUCTION

Welcome to **The Pacific Insurance Berhad** PERSONAL CYBER INSURANCE Policy Wording.

By a proposal and declaration which together with all documents provided and statements made by **You** and/or the other **Named Insured** (as stated on the **Policy Schedule**) in writing will be the basis of this contract and is deemed to be incorporated herein, **You** have applied to **The Pacific Insurance Berhad**, for the insurance described in the **Policy Schedule**.

This document contains **Your** insurance Policy Schedule, **Policy** terms, **Benefits**, general conditions and exclusions. It is important that **You** carefully read and understand this **Policy Wording** and keep **Your Policy Wording** and **Policy Schedule or Certificate** in a safe place in case **You** need to refer them in the future.

This **Policy** is issued by **The Pacific Insurance Berhad**.

SECTION 1: INSURING AGREEMENT

In consideration of the premium paid, we agree to provide the insurance described under Section 1 (Insuring Agreements) subject to the terms, conditions, exclusions and limitations of this policy.

1.1 Electronic Fund Transfer Fraud

We shall reimburse you for your financial loss arising directly from a cyber event, which you first discovered during the policy period.

1.2 Online Retail Fraud

We shall reimburse you for your financial loss arising directly from an online marketplace fraud and, consequently, non-delivery, which you first discovered during the policy period.

1.3 Identity Theft

We shall reimburse you for identify theft expenses arising directly from an identity theft, which you first discovered during the policy period.

1.4 Cyber Bullying

We shall reimburse you for your cyber bullying expenses arising directly from cyber bullying that is first made against you in your personal capacity, during the policy period.

1.5 e-Commerce Purchase Protection

We shall reimburse you for your material loss arising directly from non-delivery, accidental damage or theft of the product you purchased online during the policy period.

Provided, with respect to each of the above Insuring Agreements, as a condition precedent to coverage under this policy, you shall give us notice of the claim as set forth in General Conditions 5.1 (Claims Notification).

This policy is subject to Cash Before Cover where premium is to be paid before policy coverage is effected.

Our maximum liability for each and every loss and all loss in the aggregate under this policy shall not exceed the Sum Insured stated in the Schedule.

SECTION 2: GENERAL DEFINITIONS

The following terms wherever they appear in this policy, shall have the meanings specified below:

2.1 Accidental damage means non-deliberate physical damage to the product from an external and unexpected event that causes it to no longer perform its intended function.

2.2 Children means any of your children who

- (a) Permanently reside with you;
- (b) Are under 18 years old; and
- (c) Are unmarried.

2.3 Cyber event means:

- (a) the fraudulent electronic transfer of funds or property from your personal account with a financial institution by:
 - (i) a third party; or
 - (ii) the financial institution acting in good faith upon a fraudulent incoming electronic communication purporting to have been sent but which was not sent by you.
- (b) you acting in good faith upon any fraudulent incoming electronic communication request and transferring funds or property from your personal account with a financial institution, to the account of a third party;
- (c) fraudulent unauthorized use of or electronic transfer of funds stored in your personal digital wallet held with an online merchant; or
- (d) the fraudulent unauthorized online purchases by a third party that are charged to your plastic card.

2.4 Cyber bullying means the posting of material online by anyone acting maliciously and is intended to cause you embarrassment, humiliation or distress.

2.5 Cyber bullying expenses means reasonable and necessary expenses incurred by you, with our prior written consent:

- (a) To reduce and mitigate the impact of unlawful harassment and/or defamation of you via online media such as psychological consultation, relocation costs and online reputation restoration; or

(b) To pursue or defend legal action in respect of or arising from a cyber bullying incident.

2.6 Digital assets means software, programs, your personal electronic data, digital photos, digital music and digital video stored on your computer systems.

2.7 Digital wallet is an e-wallet associated with a user's account with an online merchant and is intended for effecting payment for the purchase of goods and services through the online merchant's website.

2.8 Electronic communication means:

- (a) electronic mails;
- (b) instructions given via the online banking or trading platform of a financial institution; or
- (c) instructions given via the mobile application software (App) of a financial institution.

2.9 Electronic data means information stored or transmitted in a digital format.

2.10 Financial loss means:

- (a) loss of funds from your personal account with a financial institution or from your digital wallet with an online merchant;
- (b) any associated fees, penalties or interest incurred by you which have been levied by the financial institution or online merchant;
- (c) plastic card charges that you have incurred, including any penalties or interest which have been levied by the financial institution

Financial Loss does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.

2.11 First discovered means your earliest possible discovery of identity theft, electronic fund transfer fraud, online marketplace fraud, cyber event, cyber bullying, or theft during the policy period subject to 60 days from the date of occurrence.

2.12 Identity theft means the unauthorized and/or illegal use of your personal information by a third party without your consent for the purpose of obtaining goods, money or services.

2.13 Identity theft expenses means:

- (a) Reasonable and necessary expenses (including legal costs) incurred by you, with our prior written consent:
 - (i) To correct or reinstate official public records after an identity theft has occurred;
 - (ii) For challenging the accuracy or completeness of a consumer credit report;
 - (iii) For the preparation and attendance at any audit or hearing conducted by a government agency;
 - (iv) For the dismissal or withdrawal of civil or criminal proceedings on the basis that the alleged liability rests with the perpetrator of the identity theft and not you; or
 - (v) For the removal of criminal or civil judgements wrongly entered against you.
 - (vi) For the recovery of your micro-credentials compromised
- (b) Actual loss of income that would have been earned, whether for partial or whole day's work, for time reasonable and necessarily taken off your work and away from your work premises, solely to attend to the matters referred to 2.13 (a) above.

2.14 Immediate Family means the Insured's children, spouse and/or Partner and or parents who permanently reside with the Insured at the address registered with Us as the Insured's permanent address.

2.15 Incident Responder means Claims Services & Support team and/or other service providers nominated by them.

2.16 Insured means the person named in the Schedule or Certificate as Insured.

2.17 Online merchant means a Third Party retail business registered with a valid business license according to the jurisdiction of the country which it is situated in and which accepts payment for goods and services through a secured online payment gateway.

2.18 Loss means:

- (a) Financial loss for the purpose of Insuring Agreement 1.1 and 1.2; or
- (b) Identity theft expenses for the purpose of Insuring Agreement 1.3; or
- (c) Cyber bullying expenses for the purpose of Insuring Agreement 1.4; or
- (d) Material loss for the purpose of Insuring Agreement 1.5

Loss does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.

2.19 Material loss means reasonable and necessary costs and expenses you incur, with our prior written consent to repair, replace or reinstate the product you purchased that was a subject of accidental damage or theft. In respect of Insuring Agreement 1.5, material loss also includes reasonable and necessary costs and expenses you incur, with our prior written consent to repair, replace or reinstate the product you purchased that was a subject of non-delivery, accidental damage or theft during delivery of the product.

2.20 Micro-credentials mean credentials accredited by an institution approved by Us.

2.21 Non-delivery means failure of complete delivery of a product you purchased from an online merchant within 30 days of the scheduled delivery, unless so otherwise stated by the seller and the seller has failed to refund you within 60 days of the initial scheduled delivery date.

2.22 Online marketplace fraud means a transaction occurring on an online marketplace where you have been dishonestly induced into a transaction resulting in goods paid for by you never being dispatched by the seller.

2.23 Partner means your de-facto partner who has been living permanently with you for three (3) months or more at the time of the covered event.

2.24 Personal information means information or data relating to your personal identity, which publicly documents, authenticates or proves your genuine identity or good standing.

2.25 Plastic card means any credit, debit, charge or store card that is registered to your name.

2.26 Policy means this insurance document and the Schedule, including certificates and any endorsements.

2.27 Policyholder refers to the named owner of this policy as shown in the Schedule, or the Insured Person as shown in the certificate.

2.28 Policy period means the period set forth in the Schedule.

2.29 Product means brand new retail items of personal use that you purchased, subject to Section 4: Specific Exclusions.

2.30 Theft means the illegal act of someone taking the product that you purchased, without your consent, with intent to deprive you of its value.

2.31 Third party means any natural person or entity other than you, your immediate family or your relative acting on their own accord, without your knowledge, consent, assistance or participation.

2.32 Time element loss means business interruption, contingent business interruption or any other consequential losses

2.33 Your computer system means:

- (a) any home computer network, router, hardware, digital assets therein and all associated input and output device, which is owned by you and used mainly by you for personal purposes, and which is located at your home; or
- (b) mobile phones, laptops, notebook or tablets, which are owned by you and used mainly by you for personal purposes.

2.34 You / your means the Policyholder and/or Insured Person.

2.35 We / us / our / insurer means The Pacific Insurance Berhad.

2.36 Mass cyber-attack mean an assault launched by one cybercriminal or a group of cybercriminals using one or more computers against a single or multiple computers or networks.

SECTION 3: EXCLUSIONS

This policy does not cover:

3.1 Abnormal Conditions/ State of Emergency / Mass Cyber-Attack

Any loss based upon, arising from or as consequence of any abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) or mass cyber-attack except to the extent that you shall prove that such loss happened independently of such abnormal conditions or state of emergency as declared by the local authorities or mass cyber-attack.

3.2 Bodily Injury

Any loss based upon, arising from or as a consequence of physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting therefrom.

3.3 Business Activities

Any loss based upon, arising from or as a consequence of any activities carried out by you for trade, business or professional purposes, including any loss connected to an account with a financial institution that is used for trade, business or professional purposes.

3.4 Confidence Scams

Any loss based upon, arising from or as consequence of a confidence trick involving feigned intentions towards you, such as romantic intentions, investments, contracts, loans and the like, gaining your confidence or affections, and then using that goodwill to commit fraud.

3.5 Currency

Any loss involving digital currency of any kind, virtual currency of any kind or cryptocurrency of any kind.

3.6 Dishonest Acts

Any loss based upon, arising from or as a consequence of any dishonest, criminal, malicious or fraudulent acts if you willingly participated in or directed such acts.

3.7 Indirect or Consequential Loss

Any indirect or consequential loss of any nature, except as expressly provided for in this policy.

3.8 Infrastructure Failure

Any loss based upon, arising from or as consequence of any outage in or disruption of electrical power or telecommunications services operated by a third party service provider.

3.9 Lost or Stolen Plastic Cards

Any loss based upon, arising from or as consequence of lost or stolen plastic cards.

3.10 Nuclear Risks

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.11 Prior Matters

Any loss based upon, arising from or as a consequence of any fact, circumstance, act, threat or event which you were aware of prior to the inception date of this policy.

3.12 Property Damage

Any physical loss or damage to tangible property.

3.13 Terrorism

any loss based upon, arising from or as a consequence of:

- (a) any act of terrorism or cyber terrorism, notwithstanding any provision to the contrary within this policy or any endorsement thereto; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism;
- (c) any hostile act by or against belligerent power or any person acting from a political motive;
- (d) the use of any computer, computer system or computer software programme or any other electronic system in launch and/or guidance system and/or firing mechanism of any weapon or missile.

3.14 Voluntary Disclosure

Any loss based upon, arising from or as a consequence of voluntary disclosure by you of any code or other security information to someone who subsequently commits or colludes with you in an identity theft, online marketplace fraud, cyber event, cyber bullying, or non-delivery, accidental damage or theft.

3.15 War, Invasion and Civil Commotion

Any loss based upon, arising out of or a consequence of:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
- (b) civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

3.16 Wear and Tear

Any loss based upon, arising from or as a consequence of any ordinary wear and tear, drop in performance, progressive or gradual deterioration.

3.17 Police Report

Any loss based upon, arising out of or a consequence of non-reporting of the identity theft, online marketplace fraud, cyber event, cyber bullying, or theft to the police and/or you do not have a police reference number.

3.18 Corporate Cyber Liability Exclusion

Any losses related to corporate cyber liability or arising from a commercial cyber-attack and any losses where a legal corporate entity of any sort is the subject of a cyber-attack. Legal corporate entities here are in reference to but not limited to NGOs or any registered or unregistered business entity.

3.19 Infectious / Communicable Disease Exclusion

Notwithstanding any provision of this Agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses, damage, resultant time element losses, and costs in connection with or arising directly or indirectly from infectious and/or communicable diseases is excluded.

SECTION 4: SPECIFIC EXCLUSIONS

With respect to Insuring Agreements 1.2 & 1.5, these policies do not cover:

- 4.1 animals or plant life;
- 4.2 cash, bullion, negotiable instruments, shares, travelers checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
- 4.3 consumable or perishable products (including but not limited to food, flowers, drink, drugs, nutrition supplements);
- 4.4 motor vehicles, motor cycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
- 4.5 products purchased for commercial use including items purchased for re-sale or tools of trade or profession;
- 4.6 access to internet websites, software or data files downloaded off the internet including music files, photos, reading material, books and movies;
- 4.7 services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
- 4.8 counterfeit or fake products;
- 4.9 loss or damage due to a natural catastrophe, atmospheric or climatic conditions, wear and tear, depreciation, gradual deterioration, water pollution or contamination of any kind, manufacturing defects, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning, servicing, maintenance, adjustment or repairs;
- 4.10 losses due to mechanical failure, electrical failure, software or data failure or loss of data;
- 4.11 products purchased for the resale of items which are used products, damaged products or second-hand products at the time of purchase;
- 4.12 permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
- 4.13 products used for, or intended to be used for, commercial, retail and/or property rental, or other business purposes;
- 4.14 products that you have rented or leased;
- 4.15 products that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
- 4.16 art, antiques, firearms and collectible products;
- 4.17 furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- 4.18 the costs or charges which do not relate to any purchase, which you paid for using your credit card;
- 4.19 misplacement;
- 4.20 mysterious disappearance; or
- 4.21 products deemed to be illegal by local government authorities.
- 4.22 unauthorized modifications;
- 4.23 altered serial/IMEI numbers;
- 4.24 gross negligence of any kind;
- 4.25 damage caused by manufacturer's defects or recall of the product;

4.26 any loss or damage that is covered under the product's manufacturer's warranty;

4.27 non-operating and cosmetic items, paint or product finish, accessories used in or with the eligible product, cables, cords, straps, chargers, screen protectors, earphones, add-on options incorporated in a product for which options are not essential to the basic function of the product;

4.28 all battery coverage;

4.29 damage resulting from abuse, misuse, sand, corrosion, excessive heat, battery leakage, acts of god, improper environment (including lack of proper temperate or humidity); or

4.30 cosmetic damage of any kind, including scratches, dents and other visible defects;

SECTION 5: GENERAL CONDITIONS

5.1 Claims Notification

- (a) As soon as you become aware during the policy period of any fact or circumstances that is reasonably likely to result in a loss covered under this policy, you must notify us as soon as possible, but, in any event, you must liaise with our incident responder within 72 hours after the fact or circumstances was first discovered.
- (b) You shall provide us with all information, assistance and cooperation which we reasonably request and shall:
 - (i) take all reasonable steps to mitigate or avoid a loss under this policy;
 - (ii) provide full co-operation and compliance with the incident responder's process in order to mitigate any loss under this policy.
 - (iii) Co-operate with the incident responder's attempts and assistance to recover loss relating to a claim under Insuring Agreement from a financial institution or online merchant (as applicable) that may be responsible for all or part of the loss; and
 - (iv) do nothing that may prejudice our potential or actual rights of recovery with respect to a loss.
- (c) With respect to Insuring Agreement 1.1 and 1.2, you must report to the police as well as the issuers of your plastic card (where applicable) and/or the financial institution where your personal account is held (where applicable) or the online merchant holding your digital wallet (where applicable) as soon as practicable but no later than twenty four (24) hours after your discovery of an online marketplace fraud or cyber event.
- (d) With respect to Insuring Agreement 1.3, you must report to the police as well as the issuers of the plastic card (where applicable) as soon as practicable, but no later than twenty four (24) hours after your discovery of the identity theft.
- (e) With respect to Insuring Agreement 1.4, you must report to the police as soon as practicable but no later than twenty four (24) hours after your discovery of a cyber bullying incident. You must also make every reasonable effort to establish the credibility of the threat and to notify the police or other local law enforcement authorities.
- (f) With respect to Insuring Agreement 1.5, you must report to the police as soon as practicable, but no later than twenty four (24) hours after your discovery of the theft. An original receipt and original purchase price must be provided. This can be either a retail receipt or a payment card statement.

5.2 Duty of Care

You must:

- (a) make sure that your computer system is used and maintained as recommended by the manufacturer or supplier;
- (b) take reasonable measures when disposing of and destroying your computer system to protect your digital assets;
- (c) take reasonable measures to safeguard your personal information, plastic cards and details of your accounts with financial institutions;
- (d) take reasonable measures to authenticate and verify the identity of the sender of an electronic communication to you, requesting the transfer of funds including the sender's entitlement to request and

receive such funds, prior to such funds being transferred from your personal account with a financial institution to an account of a third party.

(e) take all necessary reasonable action against the seller to send replacement product or refund the purchase amount to you; and

(f) have informed the seller in writing of the non-delivery of the product and demanded replacement product or a full refund; and the product have not been delivered. In the event that a claim for non-delivery is paid to you, and the original product eventually arrived, you should pay back any indemnity received to us.

5.3 Renewal

This policy may be renewed, subject to our acceptance, with payment of the premium in advance at our premium rate in force at time of renewals.

5.4 Cancellation

(a) By you, the policyholder, shall provide Us with a seven (7) days prior written notice, we shall upon cancellation provide a 75% refund of the pro-rata premium equal to the unexpired period of this policy.

(b) By us, we may cancel the policy at any time by giving the policyholder at least seven (7) days prior notice in writing to the policyholder address on file, and in accordance with the law, including where the policyholder has:

- (i) made a misrepresentation to us before the policy was entered into;
- (ii) failed to comply with policyholder's duty of disclosure;
- (iii) failed to comply with a provision of policyholder's policy including failure to pay the premium;
- (iv) made a fraudulent claim under the policy or any other policy during the time the policy has been in effect;
- (v) failed to notify us of a specific act or omission as required under the policy; or
- (vi) failed to tell us about any changes in the circumstances of the risk during the policy period.

In the event of cancellation under b. i, ii, iv to vi, we will return promptly any premium actually paid by the policyholder.

5.5 Fraud

If you make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void from the beginning and all claims hereunder shall be forfeited.

5.6 Geographical Coverage Worldwide

5.7 Interpretation

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of this policy shall be determined in accordance with the laws of Malaysia and in accordance with the English text as it appears in this policy.

5.8 Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this policy.

5.9 Other Insurance

This policy shall apply in excess of any other valid and collectible insurance policy available to the insured, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Sum Insured under this policy.

5.10 Sanctions

We shall not be deemed to provide cover nor shall we be liable to pay any claim or provide any benefit under this policy 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 European Union, United States of America, United Kingdom or Malaysia and/or any other applicable national economic or trade sanction law or regulations.

5.11 Subrogation

In the event of any payment to you under this policy, we shall be subrogated to the extent of such payment to all your rights of recovery, and you shall execute all papers required and shall do everything necessary to secure and preserve such rights.

5.12 Arbitration

In case dispute arises in connection with this policy, the parties directly involved in the dispute, other interested parties and we may request for arbitration to the Asian International Arbitration Centre.

5.13 Governing Law

This policy will be governed by and interpreted in accordance with the laws of Malaysia.