

UOB PAWNBROKER INSURANCE

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.

P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.

Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).



1800 888 121



customer@libertyinsurance.com.my



www.libertyinsurance.com.my

UOB PAWNBROKER INSURANCE



INTRODUCTION

To ensure maximum protection and benefits from the Policy, please read the Policy carefully and return it to us immediately if it is not in accordance with your requirements. The base currency for this insurance is Ringgit Malaysia (RM).

The proposal made by the Insured shall be the basis of the Contract. This Policy, the Policy Schedule, any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

GENERAL DEFINITIONS

The following definitions apply to the Policy:

The Insured / You / Your

The Company or person(s) named as The Insured in the Policy Schedule

Liberty / We / Us / Our / Company
Liberty General Insurance Berhad

Period of Insurance

As stated in the Policy Schedule and each subsequent period for which the Policy is renewed

Situation

The situation of the risk specified in the Policy Schedule

Excess

The portion of claim for which the Insured is liable

Buildings

The buildings of your shop located at the Situation shown in the Schedule, and which are constructed of concrete, brick or stone, and roofed with concrete, asphalt, tiles, slates, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specifically mentioned in the Schedule

Stocks and Merchandise

Stocks and Merchandise used in the conduct of the Insured's business whether there is the property of the Insured or entrusted to them, consisting of:

- a) Pledged/Pawned Stocks and Merchandise
- b) Non-Pledged Stocks and Merchandise
- c) Bank notes

Provided that all Stocks and Merchandise shall be kept in locked safe and/or locked strongroom out of business hours.

UOB PAWNBROKER INSURANCE



Renovations, Fixtures and Fittings

These shall include Renovations, Furniture, Fixtures and Fittings whilst contained in the Buildings, belonging to the Insured or for which they are legally responsible and shall include:

- a) Fixtures and Fittings attached to the Buildings
- b) Furniture
- c) Machinery, Plants, Safes and Alarm Systems

SECTION 1.01 – STOCKS AND MERCHANDISE

Cover

In the event of accidental loss of or damage to the insured Stocks and Merchandise, we will indemnify you the value of the property at the time of loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof, subject to the terms, conditions and exceptions set forth below, up to the sum insured specified in the Schedule. Provided that all Stock and Merchandise shall be kept in locked safe(s) and/or locked strongroom outside business hours. Such loss or damage includes those arising from fire, snatch and grab, robbery, hold-up, burglary housebreaking or theft.

Basis of Settlement

In the event of loss or damage, the basis of settlement of claims will be as follows:

(a) Pledged/Pawned – Stock and Merchandise

It is hereby declared and agreed that in the event of loss the settlement of claims shall be based upon the amount advanced by the Insured on each pledge plus twenty-five per cent (25%) in the event of the said pawned property being damaged or lost or destroyed by fire or by any other insured perils whilst in the possession of the Insured.

(b) Non-Pledged Stock & Merchandise

It is hereby declared and agreed that in the event of loss the settlement of claims shall be based upon the current market value of the Commodity and Gold Price.

Geographical Limits

At the Insured's business premises as specified in the Schedule but extended to anywhere in Malaysia only under Outside Limit/Entrustment Extension.

Extensions to Section 1.01

a) OUTSIDE LIMIT/ENTRUSTMENT

- i. The Policy is extended to cover any loss within the Geographical Limits but elsewhere than at the Premises or within any bank or bank vault
- ii. This Policy is extended to cover any loss whilst at the designated Public Auction premises in Malaysia for the purpose and duration of viewing and auction as required by the Registry of Pawnbroker.
- iii. This Policy is extended to cover ENTRUSTMENTS applies only to Stock and Merchandise (as described in the Schedule) entrusted to Dealers / Goldsmiths / Auctioneers CISCO in Malaysia.

UOB PAWNBROKER INSURANCE



The Limit of Liability under the above extension shall not exceed the agreed limit stated in the Schedule.

b) **CONFISCATION LOSS**

It is hereby declared and agreed that this Policy is extended to cover the property insured under this Policy arising from confiscation of the stolen pledges by police or the relevant authority up to but not exceeding the Agreed Amount, as stated in the Schedule, any one loss.

It is further declared and agreed that in respect of the above extension, the Insured shall bear the first 10% of the loss amount for each and every loss.

It is also declared and agreed that the coverage provided by this Policy excludes collusion by the Pawnbroker and their employee.

Exceptions to Section 1.01

This Section does not cover:

- a) Loss or damage caused by fraud, dishonesty or dishonest deception committed by:
 - i. the Insured, any of the Insured's servants, agents or representatives or any traveler or messenger in the exclusive employment of the Insured.
 - ii. Any broker or repairer or craftsman of the Insured. (This exclusion applies only to the Outside Limit/Entrustment Extensions).
- b) Loss or damage due to burglary, housebreaking, theft or larceny or any attempt thereat unless accompanied by actual forcible and violent breaking into or out of a Building, but this shall not apply to loss or damage caused by snatching.
- c) Loss or damage to the property following accidental breakage and/or damage.
- d) Damage to the property insured which may be sustained whilst the same is being actually worked upon and directly resulting therefrom.
- e) Loss or damage (including loss or damage by fire or theft) directly or indirectly resulting from typhoon, hurricane, cyclone, volcanic eruption, earthquake, subterranean fire or other convulsion of nature (This exclusion applies only to risks on land)
- f) Goods or property missing at stocktaking in respect of which no claim has been previously notified to the Company, unless the loss be proved by the Insured to be due to a peril covered by this policy.
- g) Loss of or damage to the property insured whilst the same is being worn (except watches worn solely for the purpose of testing) or used by the Insured or by any Principal or Director or Partner of the Insured or members of their families, relatives, staff or friends or whilst in their custody for this purpose.
- h) Loss of or damage to the property insured whilst at any public exhibition promoted or financially assisted by any Public Authority or by any Trade Association.
- i) Theft or disappearance of or from road vehicles of every description owned by or under the control of the Insured and/or the Insured's servants or agents or representatives when such vehicles are left unattended.
- j) Loss of or damage to goods or property entrusted to the Insured by private clients and/or customers solely for safe custody.
- k) Loss of or damage to property occurring through the operation of a peril against which at the date of the happening of such loss or damage the Insured has effected separate insurance irrespective of whether or not such other insurance is liable to or does meet such loss.

UOB PAWNBROKER INSURANCE



- l) Loss or damage arising or occurring outside the Geographical Limits stated herein.
- m) Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- n) Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies' hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power martial law riots civil commotion or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or Public or Local Authority.
- o) Loss of or damage to Computer Systems' Records.
- p)
 - i. 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:
 - 1. ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - 2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Endorsements/Clauses to Section 1.01

The following endorsements/clauses will apply to Section 1.01:

(a) ALARM MAINTENANCE CLAUSE

It is a condition precedent to all liability of the Company in respect of loss or damage by Burglary and/or housebreaking that:

- i) At all times when the premises referred to in the Schedule hereof are closed for business or are left unattended the Burglary Alarm shall have been put into full and proper operation.
- ii) Such Alarm shall be maintained in good order throughout the currency of this insurance under a maintenance contract with the installing Company and shall not be withdrawn, altered or varied without prior consent of the Company.

(b) SHOWCASE CLAUSE

(Applicable to theft from showcases, cupboards, counter and rear of display windows)

It is a condition precedent to all liability of the Company, in respect of loss by theft, that whilst the Premises are open for business, all showcases and cupboards and counters containing stock and the rear of display windows be locked and keys removed therefrom, other than during the process of items being added or removed by a responsible authorized person.

(c) 80% AVERAGE CLAUSE

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that if at the time of the loss the sum insured does not represent 80% of the Reinstatement Value, then the Insured shall be considered as being their

UOB PAWNBROKER INSURANCE



own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one of this Policy shall be separately subject to this endorsement.

(d) **PAYMENT ON ACCOUNT CLAUSE**

It is hereby declared and agreed that progress payments, not exceeding 25% of the sum insured, on account of any loss recoverable under this Policy will be made to the Insured as such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report by the loss adjuster (if appointed) provided that such payments are deducted from the finally agreed claim settlement figures.

(e) **FIRST LOSS CLAUSE**

It is hereby declared and agreed that the cover granted by this Policy is for a first loss amount stated in the Schedule, it being understood that the Company shall pay any loss up to the sum insured without application of average.

(f) **THEFT**

It is hereby declared and agreed that this Policy is extended to cover any loss of or damage to the Property Insured under Item (1.01) of the Schedule whilst at the Insured Premises against theft not accompanied by actual forcible and violent breaking into or out of the Insured's premises during business hours but excluding loss or damage not discovered within the same working day.

SECTION 1.02 – FORGERY AND COUNTERFEIT

Cover

We will indemnify up to the amount stated in the Schedule in the event that the Insured sustains losses due to the following events committed by any customer of the Insured, without the knowledge or consent of the Insured:

- (a) The Insured having in good faith and in the usual course of business purchased, acquired, accepted, received, sold, delivered or given any value, extended any credit or assumed any liability for any pawned property which proves to have been forged or counterfeited.
- (b) The payment by the Insured of any pledge which proves to bear a forged endorsement.

Provided always that the abovementioned events be discovered not later than 3 months after the date of their transactions. It is further declared and agreed that in respect of this section, the Insured shall bear 15% of the loss amount for each and every loss.

UOB PAWNBROKER INSURANCE



SECTION 1.03 – RENOVATIONS, FIXTURES, FITTINGS

Cover

We will indemnify you by payment, reinstatement, replacement or repair in respect of physical loss or damage to your renovations, furniture, fixtures and fittings whilst contained in the Building as described in the Schedule caused by any of the undermentioned perils:

- a) Fire but excluding loss or damage by :
 - i. Theft during or after the occurrence of a fire
 - ii. Its own fermentation, natural heating or spontaneous combustion or by it undergoing any heating or drying process
 - iii. process
 - iv. Subterranean fire
 - v. Burning of property by order of any Public Authority

- (b) Lightning

- (c) Flood which shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building containing the property insured but excluding :
 - i. Loss or damage caused by subsidence or landslip
 - ii. The first RM1,000.00 each and every loss

- (d) Riots and strikers, locked-out workers or persons taking part in labor disturbances or malicious persons not acting on behalf of or in connection with any Political Organization excluding :
 - i. Loss of earnings, loss by delays, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
 - ii. Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - iii. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation,
 - iv. commandeering or requisition by any lawfully constituted authority
 - v. Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building

- (e) Impact by any road vehicles not belonging to you or under your control or any member of your family or employees, provided that the first RM100.00 of each and every claim shall be borne by you

- (f) Aircraft and other aerial devices or articles dropped therefrom

- (g) Explosion but excluding:

UOB PAWNBROKER INSURANCE



- i. loss of or damage to boilers, economizers, or other vessels, machinery or apparatus (other than air compressor) in which pressure is used or their contents resulting from their explosion
- ii. loss or damage occasioned by or through or consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization

For the purpose of this sub-section, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the Public or any section of the Public in fear. In any action, suit or other proceeding where we allege that by reason of the provisions of this sub-section any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon you

- (h) Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm but excluding :
 - i. Consequential loss of any kind
 - ii. Loss or damage caused by hail whether driven by wind or not
 - iii. Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption
 - iv. Loss by reason of any ordinance or law regulating the construction or repair of building
 - v. The first RM200.00 of each and every loss
- (i) Bursting or overflowing of water tanks, apparatus or pipes from within the Building insured or containing the property insured but excluding :
 - i. Damage thereto
 - ii. Loss or damage whilst the Building is untenanted
 - iii. Loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings
 - iv. The first RM200.00 of each and every loss

Exceptions to Section 1.03

We shall not be liable in respect of:

- a) Bullion or unset precious stones
- b) Any curios or work of art for an amount exceeding RM200.00
- c) Manuscripts plans drawings or designs patterns models or moulds
- d) Securities obligations or documents of any kind stamps coined or paper money cheques books of account or other business books and computer systems records
- e) Any loss or damage occasioned by or through in consequence of the burning whether accidental or otherwise of forests bush prairie pampas or jungle and the clearing of lands by fire
- f) Explosives

UOB PAWNBROKER INSURANCE



CONDITIONS

1. It is understood and agreed that the Insured shall keep detailed records of all sales, purchases and other transactions, and that such records shall be available for inspection by the Company or its representatives in case of a claim being made under this Policy.
2. It is further understood and agreed that such protections and/or safeguards as may be referred to in the written proposal and declaration as being in force shall not be withdrawn or varied to the detriment of the interests of the Company without its consent and immediate advice shall be given to the Company of any notice of withdrawal of police or other security force protection.
3. It is a condition precedent to the liability of the Company under this Policy that all keys and duplicate keys capable of operating the alarms (if any) and all keys and duplicate keys of Safes and Strong Rooms are removed from the premises when the said premises are not open for business.
4. The Policy is subject to the condition of Average, that is to any, if the property covered by this insurance 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 by this Policy bears to the total value of the said property.
5. It is a condition precedent to the liability of the Company under this Policy in respect of any postal sending's containing jewelry, precious stones, precious metals and/or watches and/or Bank Notes and/or Coins exceeding RM300.00 any one package that such packages are sent by registered letter post or equivalent airmail service.
6. This Policy may be cancelled at any time at the request of the Insured in writing to the Company, and the Premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium.

This Policy may also be cancelled by or on behalf of the Company by thirty days' notice given in writing to the Insured at his last known address and the Premium hereon shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post property addressed.

7. The Insured shall in case of loss or damage and as a condition precedent to any right of indemnification in respect thereof give to the Company such information and evidence as to the property lost or damaged and the circumstances of the loss or damage as the Company may reasonably require and as may be in the Insured's power.
8. The Insured shall make any claim knowing the same to be false or fraudulent, as regards to the amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

UOB PAWNBROKER INSURANCE



9. It is a condition of this insurance precedent to any liability of the Company that no commission shall have been returned to the Insured or their servants.

10. Irrespective of the Limit stated under Outside Limit Clause, it is a condition precedent to the liability of the Company, when the total value within the Geographical Limits as stated herein, other than at the Business Premises or within any bank or safe deposit vault is :
 - (a) From RM15,000.00 to RM100,000.00
There shall be one carrier plus one male able-bodied escort from the Insured's or Associated Pawnbroker's staff or family member or 15% co-insurance shall apply in the event of loss.

 - (b) Over RM100,000.00
There shall be one carrier plus two able-bodied escorts from the Insured's or Associated Pawnbroker's staff or family member or 15% co-insurance shall apply in the event of loss.

11. The Company undertakes to obtain the Mortgagee's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Mortgagee immediately of any other material changes which are proposed to be made in terms of the insurance.

12. Loss, if any, will be payable to THE BANK/FINANCE INSTITUTION, as stated in the Schedule as Mortgagee (Chargee) as interest may appear and this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor by any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that, in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void. And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or fund available.

N.B. – When the interest is that of Chargee and Chargor the words in bracket are deemed to be inserted in place of Mortgagee and Mortgagor.

JOB PAWNBROKER INSURANCE



EXCLUSIONS

This policy does not cover

- 1) Loss or damage caused by fraud, dishonesty, or dishonest deception committed by:
 - (a) The Insured, any of the Insured's servants, agents or representatives or any traveler or messenger in the exclusive employment of the Insured.
 - (c) Any broker or repairer or craftsman of the Insured. (This exclusion applies only to the Outside Limit/Entrustment Extension).
- 2) Loss or damage due to burglary, housebreaking, theft or larceny or any attempt thereat unless accompanied by actual forcible and violent breaking into or out of a building, but this shall not apply to loss or damage caused by snatching.
- 3) Loss or damage to the Property Insured as per item (1.01) of the Policy following accidental breakage and/or damage.
- 4) Damage to the Property Insured which may be sustained whilst the same is being actually worked upon and directly resulting therefrom.
- 5) Loss or damage (including loss or damage by fire or theft) directly or indirectly resulting from typhoon, hurricane, cyclone, volcanic eruption earthquake subterranean fire or other convulsion of nature (this exclusion applies only to risks on land).
- 6) Goods or property missing at stocktaking in respect of which no claim has been previously notified to the Company unless the loss be proved by the Insured to be due to a peril covered by this Policy.
- 7) Loss of or damage to the Property Insured whilst the same is being worn (except watches worn solely for the purpose of testing) or used by the Insured or by any Principal or Director or Partner of the Insured or members of their families' relatives' staff or friends or whilst in their custody for this purpose.
- 8) Loss of or damage to the Property Insured whilst at any public exhibition promoted or financially assisted by any Public Authority or by any Trade Association.
- 9) Theft or disappearance of or from road vehicles of every description owned by or under the control of the Insured and/or Insured's servants or agents or representatives when such vehicles are left unattended.
- 10) Loss of or damage to goods or property entrusted to the Insured by private clients and/or customers solely for safe custody.
- 11) Loss of or damage to property occurring through the operation of a peril against which at the date of the happening of such loss or damage the Insured has effected separate insurance irrespective of whether or not such other insurance is liable to or does meet such loss.
- 12) Loss or damage arising or occurring outside the Geographical Limits stated herein.

UOB PAWNBROKER INSURANCE



- 13) Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 14) Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies' hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power martial law riots civil commotions or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 15) Loss of or damage to Computer Systems' Records.
- 16) (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
(b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from
 - (i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Please examine your policy carefully to ensure that it meets your requirement and has been prepared correctly. If any error, please return it immediately to the Company for correction.

This Policy shall not be in force unless is has been countersigned by an Authorized Representative of the Company.

IMPORTANT NOTICE

1. The **Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the **Insured**, advice should immediately be given to **The Company** and the Policy returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of **The Company** may seek recourse through Our Complaints Management Unit and alternatively, may also seek redress or assistance with the Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:

a) **Complaints Management Unit**

Liberty General Insurance Berhad

Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower, CT9,
Pavilion Damansara Heights,
3, Jalan Damanlela, Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel. No. : +603-2268 3333 (General Line) or

Liberty Insurance Contact Channels

Liberty Insurance Hotline: 1800 888 121
E-mail : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my
Contact Link : <https://www.libertyinsurance.com.my/contact-us>

b) **Financial Markets Ombudsman Service (FMOS)**

(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
General Line : +603-2272 2811
Website : www.fmos.org.my

c) **BNMLINK**

Bank Negara Malaysia

4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link: bnm.gov.my/BNMLINK
Website: www.bnm.gov.my

3. Liberty General Insurance Berhad is a member of PIDM. The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).