

Master Policy

Senheng Accidental Damage Program

AIG MALAYSIA INSURANCE BERHAD LEVEL 17 MENARA WORLDWIDE 198 JALAN BUKIT
BINTANG
55100 KUALA LUMPUR

Policy Schedule pursuant to the Amended Restated Admin Agreement dated 28th June 2024


Issue Date: 1st July 2024

Master Policy Number: SHRMPP0001

The Insurer: AIG Malaysia Insurance Berhad (795492-W)

Insured: Senheng Electric (KL) Sdn Bhd

Period of Insurance: From 1st July 2024 to 30th June 2025 (or as defined in attached **Master Policy** wording) and shall automatically be renewed on an annual basis unless terminated in accordance with the terms and conditions of this **Master Policy**.

Issued by


AIG MALAYSIA INSURANCE BERHAD LEVEL 17 MENARA WORLDWIDE 198 JALAN BUKIT
BINTANG
55100 KUALA LUMPUR

THIS IS NOT A VALID INSURANCE POLICY UNLESS AND UNTIL A DULY SIGNED,
NUMBERED DECLARATIONS PAGE IS ATTACHED.

ACCIDENTAL DAMAGE INSURANCE POLICY

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1. **INSURING CLAUSE**

In consideration of the **Insured** having paid the **Premium** to **Us**, We agree to provide cover for the **Loss** due to **Accidental Damage** to the Product. This **Master Policy**, the **Policy Schedule**, **Certificate**, **Declaration**, application, endorsement(s) and attached paper(s), if any, shall constitute the entire contract of insurance.

2. **DEFINITIONS**

Accidental Damage means non-deliberate physical damage and spillage of liquid to the **Product** from an external and unexpected event that causes it to no longer perform its intended function.

Business means (i) a trade, profession or occupation, including those conducted on a full-time, part-time or occasional basis, or, (ii) any other legal activity in which one is engaged for money or other compensation. **Certificate** means the document issued to the **Insured Person** which shows details such as the **Insured Person's** name, address, **Effective Date**, IMEI number and contact details.

Collateral Damage means damage to parts of the **Product** other than the screen.

Date of Loss is the date when the **Loss** occurs.

Declaration shall mean the monthly submission files submitted by the **Insured** to **Us**, which contain details such as the **Insured Person's** name, IMEI number and the **Effective Date** of cover.

Effective Date shall mean the date from which the insurance coverage starts as shown in the **Declaration** and **Certificate**.

Insured refers to Senheng Electric (KL) Sdn Bhd.

Insured Person shall mean all eligible customers of the **Insured** who purchase a smartphone, tablet or smartwatch from the **Insured** for their personal use and whose names have been declared to **Us** by the **Insured**.

Loss means the loss suffered by the **Insured Person** as described in Clause 3 below.

Master Policy shall mean the **Master Policy** no **0000914425** issued to the **Insured** as proof of insurance coverage under this policy.

Malicious Damage means any **Accidental Damage** of the **Product** deliberately caused by any third party which the **Insured Person** was unable to prevent.

Period of Insurance shall refer to the period stated in the **Declaration** for which the **Insured Person** is covered under the terms and conditions of this **Master Policy** and during which **We** are liable to pay for benefits which arise therefrom.

Policy Schedule means the document which is attached to this **Master Policy**.

Premium means the amount stated in the **Certificate** which is inclusive of fees, commissions and sale and services tax.

Product means smartphone, tablet or smartwatch purchased by the **Insured Person** for his/her personal use only, as described in the **Declaration** and/or **Certificate**.

Purchase Price means the price the **Insured Person** paid for the **Product**.

Repair Facility means panel repairers appointed by **Us**.

We, Us or Our refers to **AIG Malaysia Insurance Berhad (795492-W)**.

3. **AMBIT OF COVER**

We will indemnify the **Insured Person** for loss due to:

Accidental Damage cover of which commences from the date of purchase or delivery (whichever is later) of the **Product** and expires one (1) year from the date of purchase or delivery (as the case may be) or upon a claim being made.

We at **Our** sole discretion will pay for the cost, up to an amount not exceeding the **Purchase Price** of the **Product**, whichever is lower. This will be limited to 1 incident per **Certificate** within the **Period of Insurance**.

4. **ELIGIBILITY**

Individual customers of the **Insured** who have purchased a **Product** together with the **Certificate**.

5. **BASIS OF SETTLEMENT**

We shall be entitled at **Our** sole discretion to approve any replacement of the screen of the **Product** covered that is damaged.

6. GENERAL CONDITIONS FOR CLAIMS

(a) ENTIRE CONTRACT

This **Master Policy**, the **Policy Schedule**, **Certificate**, **Declaration**, application, endorsement(s) and attached paper(s), if any, shall constitute the entire contract of insurance. Statements made by the **Insured** and/or **Insured Person** will be relied upon by **Us** as true and accurate for purpose of this **Master Policy**. No agent has the authority to change this **Master Policy** or waive any of the provisions contained herein. No amendment to this **Master Policy** shall be valid unless approved by **Us** in writing and duly endorsed therein.

(b) EFFECTIVE DATE

The **Effective Date** of this **Master Policy** is from 1st July 2024 until 30th June 2025.

(c) CURRENCY OF PAYMENT

All amounts payable either to or by **Us** shall be made in Malaysian Ringgit.

(d) NOTICE OF CLAIM

Claims must be made in writing and submitted to **Us** within 21 calendar days after the **Date of Loss**. The **Insured Person** shall produce for **Our** examination all relevant documents at such reasonable times and shall co-operate with **Us** in all matters pertaining to any **Loss** and/or claims. Failure to comply with this condition may prejudice the **Insured Person's** claim. Written notice of claim given by the **Insured Person** to **Our** branch offices in Malaysia, or to any authorised agent of **Ours**, shall be deemed notice served to **Us**.

(e) PROOF OF LOSS

Proof of **Loss** must be furnished to **Us** within 30 days after the **Date of Loss**. Failure to furnish such proof within the time required may not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than 6 months from the **Date of Loss**.

(f) LIMITATION OF CLAIMS

No claim benefits shall be payable for any claim filed to **Us** beyond a period of 3 months from the **Date of Loss**.

(g) PROOF OF CLAIM

The **Insured Person** shall forward the following documents to **Us** in the event a claim is made by the **Insured Person**:

(a) Certificate

(b) Any other documents as requested by **Us** as and when **We** deem fit. All documents and evidence must be provided at the **Insured Person's** costs and expense in the form and nature as required and the list set out above is not exhaustive. **We** reserve the right to request for additional relevant document(s) as may be applicable and reasonable to support the **Insured Person's** claim at the **Insured Person's** expense.

(h) RECEIPTS

Subject to paragraph (j) below, **We** shall not be bound by any notice of any trust charge, a lien, assignment or other dealings with the **Master Policy** and the receipt of the **Insured Person** for any compensation payable herein shall in all cases be effectual discharge of liability of **Ours**.

(i) TO WHOM INDEMNITIES ARE PAYABLE

All indemnities of this **Master Policy** will be payable to the **Insured**.

(j) RIGHT OF OWNERSHIP

The **Insured Person** shall be the person whose name is stated in the **Certificate**. No change of the **Insured Person** under this **Master Policy** shall bind **Us**, unless written notice has been filed with the **Insured**.

(k) LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this **Master Policy** prior to the expiration of 60 days after written proof of **Loss** has been filed in accordance with the requirements of this **Master Policy**, nor shall such action be brought at all unless brought within 1 year from the expiration of the time within which the written proof of **Loss** is required by the **Master Policy**.

(l) MISREPRESENTATION IN APPLICATION

The benefits shall not be payable and the **Master Policy** shall be considered voidable at **Our** option:

(a) in the event there was a failure to disclose or misrepresentation of any fact with respect to the **Insured Person** which is material to the insurance and generally required to be furnished as evidence of insurability; and

(b) in all cases of fraud.

7. TERMINATION OF COVERAGE

This **Master Policy** shall be terminated automatically on the earliest of any of the following dates:

- (a)** When the **Master Policy** is cancelled by the **Insured** or **Us** in accordance with the provisions of Clause 14 hereunder on the dates specified therein; or
- (b)** Upon the limits of liability being exhausted as stated under Section 12 in this **Master Policy** of which the **Insured Person** is only entitled to make one claim on the **Product** during the **Period of Insurance** due to **Accidental Damage** only.

8. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any provisions contained in this **Master Policy** shall invalidate all claims hereunder.

9. ARBITRATION CLAUSE

No action shall lie against **Us** unless, as a condition precedent thereto:

- (a) The **Insured** or **Insured Person** (as the case may be) shall have fully complied within all the terms and conditions of this **Master Policy**;
- (b) All disputes arising out of or in connection with this **Master Policy**, including any question regarding its existence, validity or termination shall first be referred to the appointed representatives of the **Insured** or **Insured Person** (as the case may be) and **Us** to be resolved, failing which the matter shall be referred to and finally resolved by arbitration in Malaysia in accordance with the Rules for Arbitration of the Asian International Arbitration Centre.
- (c) Unless commenced within 12 months of the **Date of Loss**.

10. EXCLUSIONS

10.1 This **Master Policy** shall not cover the following acts, circumstances or events:

- (a) Damages caused by repair work or failure to perform repair work by the **Insured**, its agents or employees, or any other **Repair Facility**, its agents or employees;
- (b) Negligence of any kind;
- (c) Any defective Products and/or any workmanship, including but not limited to liability arising out of implied warranties of merchantability, implied warranties of fitness, and strict liability;
- (d) Liability to anyone other than the **Insured Person**;
- (e) Any acts of fraud, or other dishonest or criminal acts of the **Insured** or its agents or employees;
- (f) Property liability insurance;
- (g) Use of the service being used in any illicit trade or transportation or in the commission of a felony;
- (h) Product liability insurance;
- (i) Any loss that is covered under the manufacturer's warranty;
- (j) Damage caused by neglect, abuse, misuse, theft, sand, water damage, corrosion, battery leakage, acts of god or commercial usage;
- (k) Damage to any screen protector used on the **Product**;
- (l) Problems or defects caused by unauthorized modifications or failure to follow the manufacturer's installation, operation, or maintenance instructions.
- (m) **Losses** that do not occur within the **Period of Insurance**;
- (n) **Losses** caused by illegal acts committed by the **Insured Person**;
- (o) **Losses** that are intentionally caused by the **Insured Person**;
- (p) **Losses** due to war (whether war has been declared or not), civil commotion, uprising, martial law, riot or the act of any lawfully constituted authority;
- (q) **Losses** due to the order of any government, public authority or customs' officials;
- (r) An act in contravention of a government prohibition or regulation or law;
- (s) Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (t) Any defects that are subject to the manufacturer's recall;
- (u) Burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse
- (v) Any act of terrorism;
- (w) **Malicious Damage** of Products;
- (x) Any other damage to the **Product** due to **Accidental Damage** outside of the Ambit of Cover set out in Section 3 of this **Master Policy**;
- (y) Resulting from, or related to, **Business** use of **Products**; and
- (z) Any **Collateral Damage** to the **Product** as a result of **Accidental Damage**.

- 10.2 For this purpose, an act of terrorism means an act including, but not limited to the use of force or violence and or the threat thereof, by 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, ethnic, 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.
- 10.3 Any **Loss** or damage which is/are occasioned by or through or in consequence of, directly or indirectly, of any of the above said occurrences shall be deemed to be **Loss** or damage which is/are not covered by this **Master Policy**, except to the extent that the **Insured Person** shall prove that such **Loss** or damage happened independently from the existence of such condition.
- 10.4 In any action, suit or other proceeding where **We** allege that by reason of the provisions of this condition, **Loss** or damage is not covered by this insurance, the burden of proving that such **Loss** or damage is covered shall rest on the **Insured Person**.
- 10.5 **We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

11. PREMIUMS AND RATES

- 11.1 **Premium** will be charged for each **Certificate** according to **Our** rates as determined from time to time.
- 11.2 A **Premium** review may be carried out at any time in the event that, due to external factors, the profitability of the **Master Policy** for **Us** is significantly and adversely affected. In such event **We** must give the **Insured** 30 days' notice in writing of such intention to revise the **Premium**. External factors include but are not limited to the following, namely government- imposed tax, tariff, duty, levy or other fee affecting the cost of managing the **Master Policy**, an increase in labour or parts rates, inability to source repair parts or spares, a shift in the overall sales mix of Products, **Product** quality issues and manufacturer or distributor recall which materially affect the **Insured's** risk. In the event that the majority of **Premium** payable for **Certificates** issued in respect of the **Product** are increased by more than 30% following such a review, the **Insured** is entitled to cancel this **Master Policy** on provision of 90 days' notice in writing to **Us**.
- 11.3 A programme review will be carried out on a bi-annual basis to assess the coverage and performance of the programme and a **Premium** change may take place.

12. LIMITS OF LIABILITY

- 12.1 The aggregate limit of **Our** liability is limited to one time claim only during the **Period of Insurance**. Upon a claim made of the said **Product**, the **Certificate** will terminate.

13. POLICY TERM

- 13.1 This **Master Policy** shall remain in effect during the **Period of Insurance** or until cancelled in accordance with clause 14 provided that in respect of **Certificates** issued before the expiration or cancellation of the **Period of Insurance**, this **Master Policy** shall continue to provide cover

for the duration of the term of such **Certificates** despite the expiration or cancellation of the **Master Policy**.

14. POLICY CANCELLATION

14.1. This **Master Policy** is issued and commences with effect from the date issued in the **Policy Schedule**. This **Master Policy** shall remain in effect until the occurrence of the earlier of:

It is cancelled or terminated by the **Insured** or **Us** as per below.

Master Policy/Certificate cancellation:

(a) By **Us: We** may cancel this **Master Policy/Certificate**:

- (i) By written notice to the **Insured/Insured Person** 30 days prior to the cancellation, if required by any regulatory authority.
- (ii) In the event the **Insured** does not make the **Premium** payment as required under this **Master Policy** and fails to do so after 7 days written notice from **Us**.
- (iii) Immediately upon any act of fraud of the **Insured/Insured Person**.
- (iv) In the event of breach of any of the terms of this **Master Policy** by the **Insured/Insured Person** and, if capable of remedy, remains unremedied after 30 days written notice.

(b) The **Insured** may cancel the **Master Policy** by returning the **Master Policy** to **Us** showing the date of cancellation to be effective.

(c) The **Insured Person** may cancel the **Certificate** by returning the **Certificate** to the **Insured**. The date of cancellation will be the date of receipt of the cancelled **Certificate**.

- (i) The **Insured** may cancel the **Master Policy** in the event of any material breach of this **Master Policy** by **Us** and if capable of remedy, remains unremedied after 30 days written notice.

Effect of cancellation:

- (a) Notwithstanding anything contained in this **Master Policy**, cancellation or termination of this **Master Policy** shall not affect the duties of the **Insured/Insured Person** or **Us** as set forth in this **Master Policy**, in respect of the **Certificates** issued before the effective date of cancellation or termination.

This **Master Policy** will continue to have force and effect with respect to the **Certificates** issued before the cancellation or termination of this **Master Policy** and which remain valid as at that date. This **Master Policy** will have no further force or effect whatsoever on the date of the expiration of all **Certificates** issued during the term of this **Master Policy**.

- (b) No refund will be payable by **Us** upon cancellation of this **Master Policy/Certificate**

14.2 Notwithstanding clauses 14.1 (a) and 14.1 (b) above, **We** or the **Insured** may choose to terminate this **Master Policy** without assigning any reason by giving 90 days written notice to the other party.

15. SALE AND SERVICES TAX (SST)

The amount of **Premium** payable by the **Insured** for this **Master Policy** includes an amount on account of the SST payable by the **Insured**. SST refers to any service tax, value added tax, goods and services tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever by whatever name known, which may from time to time be imposed or charged (including any increases or decreases to the rate) by any competent tax authority.

16. SANCTIONS

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any penalty under any sanctions law or regulation.

17. DUTY OF DISCLOSURE

The **Insured/Insured Person** has a duty to disclose any matter that the **Insured/Insured Person** knows to be relevant to **Us** in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the **Master Policy**, refusal or reduction of claims, change of terms or termination of the **Master Policy**. The **Insured/Insured Person** also has a duty to tell **Us** immediately if at any time after the **Master Policy** has been entered into, varied or renewed with **Us** any of the information given when the **Insured/Insured Person** applied for the **Master Policy** is inaccurate or has changed.

18. PERSONAL DATA

The **Insured Person** is deemed to have read, understood and consented to the collection and subsequent processing of personal information by **Us** (whether obtained during the application process or administration of this **Master Policy**) in accordance with **Our** Privacy Notice as from time to time published on **Our** website at <http://www.aig.my/privacy-notice>. If the **Insured Person** submits information relating to other individuals, the **Insured Person** further warrants and represents that the **Insured Person** has the authority to provide information relating to the other individuals to **Us**, that the **Insured Person** has informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by **Us** and that the other individuals agree and consent that **We** may collect, use, and process his/her personal information in accordance with **Our** Privacy Notice.

19. COMMITMENT TO ANTI-BRIBERY AND ANTI-CORRUPTION POLICY

(i) The Insurer hereby represents, confirms, undertakes and/or warrants that: -

- it shall conduct the business in compliance with all relevant and applicable anti-bribery and anti-corruption laws and regulations (“Applicable Anti-Corruption Laws”) and the Anti-Bribery and Anti-Corruption Policy of Senheng Electric (KL) Sdn. Bhd and its group of companies (“SENHENG ABAC Policy”) which can be found at <https://www.senheng.com>;
- it shall ensure that its Affiliates, employees, officers, directors and any other persons acting on behalf of the Insurer or under its supervision, care or management and its Affiliates, observe and comply with such Applicable Anti-Corruption Laws and SENHENG ABAC Policy, and shall forthwith provide supporting evidence of such compliance upon request by Senheng; and
- it shall co-operate with and provide all assistance required by SENHENG in the event of

any investigations or proceedings for potential violations of the Applicable Anti-Corruption Laws and/or SENHENG ABAC Policy, whether initiated, commenced or brought about by Senheng or the relevant authorities.

(ii) The Insurer further warrants and represents that: -

- neither it nor its Affiliates, employees, officers, directors or other persons acting on behalf of the Insurer or under its supervision, care or management or any of its Affiliates have been convicted of, or have been, or are subject of any investigation by any governmental, administrative or regulatory body regarding any offence involving or relating to bribery or corruption;

- in the course of negotiation and performance of this Agreement, it and its Affiliates have not made, offered or authorized any payment, undertaking, gift or any other advantage (directly or indirectly through an intermediary) to any persons including any personnel employed by the Insurer or acting on its behalf where the purpose of such payment, undertaking, gift or advantage is to incite or induce such individual to perform or refrain from performing acts contrary to its legal obligations or obtain improper advantage in relation to the activities under this Agreement; and

- it and its Affiliates shall not make or offer any of the above.

(iii) For the purpose of subsection (i) and (ii) in Section 19 above, Affiliate shall mean that with respect to an entity, any entity that (a) is controlled directly or indirectly by; (b) controls directly or indirectly; or (c) is under common control with such entity and "control" for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

(iv) Any violation of this Section 19 shall constitute material breach of this Agreement which entitles Senheng to forthwith terminate this Agreement and enforce its rights and seek remedies available to it at law or equity as a result of such breach.

20. ANTI-CORRUPTION

20.1 Definitions

For the purposes of this clause,

"Anti-Corruption Laws" means the provisions of the U.S. Foreign Corrupt Practices Act of 1977 (as may be amended from time to time) and any other anti-corruption law applicable in the jurisdiction(s) in which the Insured is carrying out its business.

"Government Official" is (a) an officer, employee or any person acting in an official capacity for or on behalf of a government, including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g., World Bank, United Nations); (c) an officer or employee of a political party or any party official, or a candidate for political office; (d) a member of the royal or ruling family of a country; or (e) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities

20.2 The Insured:

(a) acknowledges that it is aware of and understands the applicable Anti-Corruption Laws and its purposes;

(b) represents and warrants that:

- (i) it has not, directly or indirectly, violated any Applicable Anti-Corruption Law;
- (ii) neither it, nor its directors, officers, employees or agents has made or will make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift), of any money or anything of value to or for the benefit of any Government Official under circumstances in which any of them knows or has reason to know that all or any portion of such money or thing of value has been or will be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of inducing the Government Official to do any act or make any decision in his or its official capacity (including a decision to fail to perform his or its official function) or use his or its influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist AIG in obtaining or retaining any business;
- (iii) neither it nor any of its directors, officers, employees or agents (unless AIG otherwise consents in writing) is or will become, during the term of this Agreement, a Government Official or an agent, representative or consultant to a Government Official; and
- (iv) neither it nor any of its directors, officers, employees or agents providing the Services under this Agreement has a family relationship with any Government Official in the jurisdictions in which it or they will conduct business pursuant to this Agreement, except as previously disclosed to, and agreed to in writing by, AIG.

The Insured will advise AIG promptly in writing to the extent any such family relationship arises during the term of this Agreement, and the Insured and each of its directors, officers, employees or agents will provide adequate assurances, whether in the form of a certification, a formal recusal by the relevant family member or otherwise, to satisfy AIG that no violation of Applicable Anti-Corruption Laws will arise as a result of such family relationship. If AIG determines, reasonably and in good faith, that the Insured or any of its directors, officers, employees or agents has failed to provide adequate assurances that a particular family relationship with a Government Official will not violate the applicable Anti-Corruption Laws, AIG reserves the right to terminate this Agreement immediately in accordance with this Agreement.

- (c) will, and will cause its directors, officers, employees and agents to, act in full compliance with AIG's Global Anti-Corruption Policy/Standard, to the extent permissible under Malaysian law and to the extent AIG's Malaysia's Global Anti-Corruption Policy applies to a Third Party. A copy of the AIG Malaysia's Global Anti-Corruption Policy/Standards and AIG Third Party Code of Conduct shall be furnished to the Insured at the execution of this Agreement.

IN WITNESS WHEREOF, We have caused this **Master Policy** to be executed and attested and this **Master Policy** shall not be valid unless countersigned by a duly authorised representative of **Ours**.

Issued by
