

## **Master Policy**

# **Senheng Screen Crack Replacement**

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

**Policy Schedule**

**Issue Date:** 01 Feb 2019

**Master Policy Number:** 0000914423

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

**Insured:** Senheng Electric (KL) Sdn Bhd

**Period of Insurance:** From 01 Feb 2019 to 31 Jan 2020 (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

A handwritten signature in black ink that reads "AIG Malaysia". The signature is written in a cursive style with a long horizontal flourish extending to the right.

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

1. **INSURING CLAUSE**
2. **DEFINITIONS**
3. **AMBIT OF COVER**
4. **ELIGIBILITY**
5. **BASIS OF SETTLEMENT**
6. **GENERAL CONDITIONS FOR CLAIMS**
7. **TERMINATION OF COVERAGE**
8. **COMPLIANCE WITH POLICY PROVISIONS**
9. **ARBITRATION CLAUSE**
10. **EXCLUSIONS**
11. **PREMIUMS AND RATES**
12. **LIMITS OF LIABILITY**
13. **POLICY TERM**
14. **POLICY CANCELLATION**
15. **SALE AND SERVICES TAX (SST)**
16. **SANCTIONS**
17. **DUTY OF DISCLOSURE**
18. **PERSONAL DATA**

### 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 to the front screen only of 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 are PlusOne members who purchase a mobile phone or smartphone 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 **0000914423** 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 mobile phone or smartphone 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**

In the event the **Product** is **Accidentally Damaged** and results in the screen being cracked, **We** will indemnify the **Insured Person** for the replacement of the cracked screen.

**We** at **Our** sole discretion will pay for the cost, up to an amount not exceeding the **Purchase Price** or the replacement cost of the screen 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 1<sup>st</sup> of February 2019 until 31<sup>st</sup> of January 2020.

(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** changes 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.

**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  
