



# Liberty --- Insurance®

## Burglary Policy

### Terms & Conditions

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**Liberty General Insurance Berhad** 197801007153 (44191-P)  
*Formerly known as AmGeneral Insurance Berhad*

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.  
P.O. Box 6120 Pudu, 55916 Kuala Lumpur.

**Tel:** +603 2268 3333 **Fax:** +603 2268 2222 **Website:** [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)  
(Service Tax Registration No.: B16-1808-31015443)

## BURGLARY POLICY

**WHEREAS** the Insured named in the declarations hereto and carrying on the business therein and no other for the purpose of this insurance has submitted to **Liberty General Insurance Berhad** (hereinafter called the Company) a proposal and declaration which is hereby declared to be the basis of the contract and is deemed to be incorporated herein and has paid or agreed to pay to the Company the premium mentioned in the said Schedule for the insurance defined.

**NOW THIS POLICY WITNESSETH** that if at any time during the Period of Insurance as stated in the Schedule hereto the property or any part thereof described and included in the aforesaid proposal and in the said Schedule and belonging to the Insured or held by the Insured in trust or on commission and for which the Insured is responsible, whilst contained within the Premises as described in the said Declarations (which expression shall include the offices' connecting therewith but shall not include any garden or outbuilding or other appurtenances occupied by the Insured except as provided for herein), shall be lost by THEFT and BURGLARY but only if accompanied by actual forcible and violent breaking into or out of a building, or any attempt thereat or if there shall arise any DAMAGE to the said property or to the premises falling to be borne by the Insured as defined herein, which shall be due to any such Theft and Burglary or to any attempt thereat.

Then subject to such evidence being afforded by the Insured as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by Theft and Burglary as aforesaid, and subject also to the observance and fulfilment of the provisions and Conditions contained herein, and any Endorsements hereon, which are to be read as part of this Policy, the Company shall pay or make good to the Insured such loss by payment, reinstatement, replacement or repair at the option of the Company to the extent of the intrinsic value of the property so Lost and such damage to the amount so sustained, but not exceeding in the case of the said property the sum or sums insured thereon, nor exceeding in the whole Sum Insured in this Policy as stated in the Schedule.

## EXCEPTIONS

The Company shall not be liable for any loss or damage:

1. occasioned by any of the Insured's family, business staff or domestic servants, or any person lawfully on premises.
2. occasioned by or happening through war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power or riot civil commotion or loot, sack or pillage in connection therewith.
3. which can be insured against by a Fire Policy.
4. in the case of premises used solely or partly for business purposes, which can be insured against by a Glass Policy.
5. to property more specifically insured or (unless specially mentioned) to deeds, bonds, bills of exchange, promissory notes, money or securities for money, stamps, documents of any kind, manuscripts, books of account, medals, or coins.
6. If there be any other material change in the risk insured under this Policy or any change in the facts stated in the Proposal.
7. If the premises shall be left uninhabited by day and night for a longer period than seven (7) consecutive days and nights or for a period or periods exceeding in the whole thirty (30) days and nights in any one Period of Insurance.
8. arising outside the premises mentioned in the schedule.
9. (a) any properly whatsoever or any loss or expense whatsoever resulting or rising therefrom of any consequential loss; or  
  
(b) any 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

10. the indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

11. any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating is defined in the Penal Code as "whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'Cheat'."

12. any loss or damage caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person within the meaning of the definition of the offence of CBT set out in the Penal Code.

Criminal Breach of Trust is defined in the Penal Code as "whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriate or converts to his own use that property, or dishonestly uses or disposes of the property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commit 'Criminal Breach of Trust'."

#### CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing the premises.

3. Nothing contained herein shall give any rights against the Company to any person other than the Insured, nor will the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by Endorsement hereon declare the Insurance to be continued.

4. Every notice or communication to be given or made under this policy shall be delivered in writing to the Company. No change in this Policy shall be valid unless approved by an authorised representative of the Company and such approval endorsed herein.

5. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

(a) The Insured shall give immediate notice thereof in writing to the Company stating the circumstances of the case, and unless such notice be received within six (6) weeks of the happening of such event the Company shall be under no liability for any loss or damage occurring in connection with such event. Further, the Insured shall immediately give notice of any loss or damage to the Police.

(b) The Insured shall deliver to the Company within seven (7) days from the date on which the event shall have come to his knowledge, or within such further time as the Company may allow, a detailed statement in writing of the loss of damage sustained with an estimate of the intrinsic value of each article lost, and/or the amount of the damage sustained.

(c) The Insured shall furnish to the Company all such particulars and evidence, documentary or otherwise, and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim, to discover and punish the guilty person or persons, to trace and recover the property lost, and to recoup to the Company, so far as may be, in respect of the amount they shall pay or be liable to pay under this Policy. The Company shall bear the expense of all such particulars, evidence, assurances and things as they may require with the above objects or any of them, other than those to substantiate the claim. If any claim be in any respect fraudulent, or any fraudulent devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits thereunder and all monies paid in respect thereof shall be forfeited.

6. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Company.
7. If at the time of the happening of any loss or damage covered by this Policy the property insured shall be collectively of greater value than the total sum insured then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.
8. If at the time of the happening of the loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay nor contribute more than its rateable proportion of any loss or damage.
9. All sums which may from time to time be paid by way of compensation to the Insured under this Policy in any one year of insurance shall be accounted in diminution of the Sum Insured so that in case of subsequent loss or damage during the same year the total amount payable by the Company shall not in any case exceed the Sum Insured, unless reinstatement of the Sum Insured shall have been arranged and paid.
10. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without written consent of the Company which shall be entitled if it so desires to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
11. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
12. The Company shall not be bound to send any notice of the Renewal Premium becoming due, nor to renew this Policy. The Company shall at any time by giving notice in writing to the Insured by registered letter posted to the address of the Insured as last known to the Company, be at liberty to determine and cancel the Policy as from the date of such notice, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the Policy. If there shall be any misstatement in or if a material fact be omitted from the proposal for this Insurance, this Policy shall be null and void to all intents and any premium paid thereon shall be forfeited.
13. No alteration in the terms of this Policy and no Endorsement hereon shall be valid unless signed or initialled by the attorney of the Company or by an authorised official of the Company.
14. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in the discretion of the Arbitrator, Arbitrators or Umpire. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**N.B For your own protection, please read this Policy and its conditions and if the Policy is not filled in correctly or according to your intention please return the same to the Company for alteration.**

## ENDORSEMENT/CLAUSES/WARRANTIES

The following clauses, endorsements and warranties are applicable to this policy:

### CONTRACT PRICE

It is agreed that in respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of the fire or any other peril hereby insured against either wholly or to the extent of the loss or damage the liability of the Company shall be based on the contract price and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

### DESIGNATION CLAUSE

For the purpose of determining where necessary the heading under which any property is insured, the Insured agreed to accept the designation under which such property has been entered in the Insured's books.

### HOLD UP / ARMED ROBBERY EXTENSION

It is hereby declared and agreed that this Policy is extended to cover the risk of Hold-up/Armed Robbery and that the word 'Robbery' shall mean taking of Insured property:

- (i) By violence inflicted upon a custodian; or
- (ii) By putting him in fear on violence; or
- (iii) From the custodian who has been killed or rendered unconscious.

### KEY CLAUSE

It is hereby declared and agreed that the insurance by this Policy is extended to cover loss of or damage to the property insured following the use of key(s) to the showcase/cabinet/drawer/cupboard or any duplicate thereof belonging to the Insured where such key(s) has been obtained by threat or violence from the insured.

Provided always that the showcase/cabinet/drawer/cupboard be kept locked except when in immediate use.

### MISDESCRIPTION CLAUSE

The policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice is to be given to the Company immediately when the Insured becomes aware of the same and to pay additional premium, as required from the date of the inception of the increased hazard.

### PAYMENT ON ACCOUNT CLAUSE

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if desired.

### PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/ renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

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

Subject otherwise to the terms and conditions of this policy.

### REINSTATEMENT OF LOSS

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

**SANCTION EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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**VEHICLE LOAD CLAUSE**

In the event of any of the Insured's vehicles being left loaded overnight whilst in and/or on the premises described in the schedule, the Company will indemnify the insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

**ENDORSEMENT/CLAUSES/WARRANTIES**

(not included in the Policy unless specified in the Schedule)

**BOOK-KEEPING ENDORSEMENT**

It is a condition precedent to the right of the Insured to recover under the within Policy, that in the event of a claim hereunder the Insured shall be able to produce to the Company in support of the claim the following records:

- (a) Record of all stocks held as the date of the last stocktaking prior to the date of the burglary in respect of which the claim is made.
- (b) Record of all goods taken into stock since the date of the last stocktaking. (This record must be supported by invoices).
- (c) Record of the detail-daily sales whether for cash or otherwise and any other transfers of stock since the date of the last stocktaking.

The foregoing provisions shall not deter the Company from asking for any further information which it may consider necessary in the event of a claim being made under the Policy.

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

**FIRST LOSS ENDORSEMENT**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that:

- (a) the maximum liability of the Company in respect of any one loss or series of losses occurring in connection with or arising out of one event shall not exceed the sum Insured as set forth in the Schedule of the Policy.
- (b) if the total value of the property at any time exceeds the amount declared, the Insured shall notify the Company and if so required, pay an additional premium.
- (c) if at the time of loss the total value of all the property be greater than the amount declared then:
  - (1) in the event of the loss exceeding the sum insured the Company shall be liable only for that proportion of the sum insured which the total value of property declared bears to the total value of the property at risk.
  - (2) in the event of the loss not exceeding the sum insured the Company shall be liable only for that proportion of the loss which the total value of property declared bears to the total value of the property at risk.

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

**FULL THEFT ENDORSEMENT**

The words 'by forcible and violent means' and 'provided there shall be visible marks made upon the Premises at the place of such entry or exit by tools explosives electricity or chemicals' in the operative clause of this policy are deemed to be deleted.

It is further declared and agreed that this Policy does not cover loss of the insured property or any part thereof due to its being stolen or otherwise missing from the premises unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of immediate notification under the terms of Condition 7 of this Policy. For the purpose of this endorsement any loss discovered at the time of stock taking will not be deemed to constitute a specific occurrence.

The Insurers shall not be liable for the first amount as shown in the Schedule against this endorsement number in respect of each and every claim which is payable by virtue of this extension.

#### **INTERNAL REMOVAL CLAUSE**

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

#### **INTRUDER ALARM PROTECTION AND MAINTENANCE WARRANTY**

Warranted always that throughout the currency of this Policy:

- (A) The premises containing the property insured be protected by an approved intruder alarm system with standby batteries installed.
- (B) When the premises containing the property insured are closed for business or are left unattended the intruder alarm shall be put into full and proper operation.
- (C) Such intruder alarm system be maintained in good working order under an annual maintenance contract. If the alarm system is under manufacturer's guarantee, the Insured shall conclude an annual maintenance contract on expiry of the guarantee period with the manufacturer or authorised distributor of the intruder alarm system.

#### **LOSS DURING/AFTER FIRE OCCURRENCE CLAUSE**

It is hereby declared and agreed that this insurance covers loss by theft during or after occurrence of a fire, notwithstanding anything stated to the contrary in the printed conditions of the policy.

#### **MORTGAGEE (CHARGE) CLAUSE**

Loss, if any, payable to Mortgagee (Chargee) as mentioned in the Schedule as interest may appear in 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 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 therefor 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 of from any securities or funds available.

#### **Non-Cancellation Clause**

And it is further agreed that cancellation of this Policy shall not be effected by the Insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

#### **HIRE PURCHASE**

It is hereby understood and agreed that the company specified in the Schedule (hereinafter referred to as the owners) are the owners of the property insured and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect

of such loss or damage. It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this Policy.

**Non-Cancellation Clause**

And it is further agreed that cancellation of the Policy shall not be effected by the insured except upon prior notification to the Owner in writing giving fourteen (14) days' notice to the last known address of the Owner.

**LEASING ENDORSEMENT**

It is hereby understood and agreed that the lessors as specified in the Schedule (hereinafter referred to as the lessors) are the owners of the property insured and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the Insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the Insured under this policy in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the Company respectively under or in connection with this policy.

**Non-Cancellation Clause**

And it is further agreed that cancellation of the Policy shall not be effected by the Insured except upon prior notification to the Lessor in writing giving fourteen (14) days' notice to the last known address of the Lessor.

**STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE**

It is understood that otherwise subject to the terms, exclusions, provisions, and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium this Policy shall extend to include loss of or damage to the interests of the Insured directly arising from or caused by strikes, riots and civil commotions which for the purpose of this clause shall mean:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in the exclusion below.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimising the consequence of any such disturbances.
3. The wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a locked out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequence at any such act.

**EXCLUSIONS**

Provided always that the Company shall not be liable for any loss of or damage to the interests insured occasioned by or through or in consequence, directly or indirectly, any of the following occurrences:

- (A) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- (B) Mutiny, civil commotions assuming the proportions at or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military, or usurped power.
- (C) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose at this condition, "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 at the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason at the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.



## AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenue below.

Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

- 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 or 1 300 88 8990  
Fax No. : +603-2268 2222  
Email : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website : [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)
  
- b) **Ombudsman for Financial Services (OFS)**  
Level 14, Main Block  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur.  
Tel. No : +603-2272 2811  
Fax : +603-2272 1577
  
- c) **BNMLINK (Laman Informasi Nasihat dan Khidmat)**  
**Bank Negara Malaysia**  
4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel. No. : 03-2698 8044 (General Line) / 1-300-88-5465 (BNMLINK)  
Fax No. : 03-2174 1515  
e-Link : [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)  
Email : [bnmlink@bnm.gov.my](mailto:bnmlink@bnm.gov.my)  
Website : [www.bnm.gov.my](http://www.bnm.gov.my)

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](http://www.pidm.gov.my)).