



RAIIDUS (M) PROPERTY MANAGERS
NO 165-1 JALAN PUJ 3/3
TAMAN PUNCAK JALIL
BANDAR PUTRA PERMAI
43300 SERI KEMBANGAN SELANGOR

Dear Valued Customer

Thank you for insuring with MSIG. Enclosed is your Insurance Policy and Schedule for your safe keeping. It is important you read the Schedule to ensure the details captured are accurate. Should any amendments be necessary, please do let us know.

The benefit(s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact MSIG Insurance (Malaysia) Bhd or PIDM (visit www.pidm.gov.my). You may obtain a copy of PIDM's TIPS Brochure from MSIG official website (www.msig.com.my).

Our Promise of Service

We strive to provide high service standard and meet any claims covered by the Policy honestly, fairly and promptly. Should you have any reason to believe that we have not done so, we would like to hear from you, as your feedback is important to us. You could contact your Insurance Adviser, our Branch or Customer Service Department.

Contact Details of Complaint Handling Unit (Operating Hours: 9 am to 5 pm (Monday to Friday))				
Address :	Customer Service Department	Customer Service :	1-800-88-MSIG (6744)	
	Level 15 Menara Hap Seng 2	Hotline		
	Plaza Hap Seng	Fax :	603 2026 8086	
	No. 1 Jalan.P. Ramlee	Email :	myMSIG@my.msig-asia.com	
	50250 Kuala Lumpur	Website :	www.msig.com.my	
MSIG is a licensed general insurer under the Financial Services Act 2013 and regulated by Bank Negara Malaysia. If you are not satisfied with the response or final decision from us, you may address your complaint to :				
Laman Informasi Nasihat dan Khidmat (BNMLINK) <i>(Walk-in Customer Service Centre)</i> Bank Negara Malaysia, 4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur. Tel : 603 2698 8044 Extension 8956 / 8958 (BNMLINK General Line)	Pengarah	Jabatan LINK & Pejabat Wilayah		
		Bank Negara Malaysia		
		P.O. Box 10922		
		50929 Kuala Lumpur		
		Tel :	1-300-88-5465 (1-300-88-LINK)	
		Overseas :	603 2174 1717	
	Fax :	603 2174 1515		
	Email :	bnmtelink@bnm.gov.my		

In the event of a complaint/dispute made against MSIG and you are not satisfied with the decision made and even after the appeal and final decision of MSIG's Senior Management, within 6 months after the decision, you can seek assistance from Ombudsman for Financial Services, Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur, Tel: 603-2272 2811, Fax: 603-2272 1577, Email: enquiry@ofs.org.my, Website: www.ofs.org.my

PRIVACY NOTICE: Please be informed that for the purpose of compliance to Personal Data Protection Act 2010, MSIG has put in place a Privacy Notice which explains MSIG's firm commitment to protecting and safe-guarding the privacy of your personal data. Please visit our website at www.msig.com.my to view the details of the Privacy Notice.

Insurance Adviser :
A SOLUTION AGENCY
NO.7 GROUND FLOOR JALAN ORKID
28400 MENTAKAB
PAHANG

Tel: 609-2771317

Issuing Branch :
MSIG INSURANCE (MALAYSIA) BHD
NO. A-43, A-45 & A-47,
LORONG TUN ISMAIL 12,
SRIDAGANGAN 2,
25000 KUANTAN, PAHANG
Tel: 609-5157501
Fax: 609-5157502



IMPORTANT NOTICE

DUTY OF DISCLOSURE

Where the **Insured** has applied for this insurance wholly for purposes related to their trade, business or profession, the **Insured** had a duty to disclose any matter that the **Insured** know to be relevant to the **Insurer's** decision 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 **Insured's** contract of insurance, refusal or reduction of the **Insured's** claim(s), change of terms or termination of the **Insured's** contract of insurance.

The **Insured** also have a duty to tell the **Insurer** immediately if at any time after the **Insured's** contract of insurance has been entered into, varied or renewed with the **Insurer** any of the information given in the **Proposal** (or when the **Insured** applied for this insurance) is inaccurate or has changed.

INSURER'S AGREEMENT WITH INSURED

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

This **Policy** reflects the terms and conditions of the contract of insurance as agreed between the **Insured** and the **Insurer**.



Professional Indemnity Insurance for Miscellaneous

(THIS IS A CLAIMS-MADE POLICY WORDING)

GENERAL CONDITIONS OF INSURANCE

The Insurer has received a written proposal form which, together with its attachments and all underwriting information submitted, is incorporated in and forms part of this contract.

In consideration of the payment of the Premium specified in the Schedule and subject to all of the provisions of this policy, the Insurer agrees as follows:

1. Insuring clause

The Insurer agrees to indemnify the Insured the Loss which the Insured is legally liable to pay by reason of any Claim first made against the Insured and notified in writing to the Insurer during the Policy Period for a Breach of Duty by reason of any Wrongful Professional Act committed or allegedly committed by the Insured on or after the Retroactive Date and solely in providing Professional Services arising out of the Insured's business activities as shown in the Schedule. This policy, subject to its terms, exclusions, limitations, and conditions provides an indemnity to the insured in respect of the Insured's legal liability to third parties for any third party claim.

Any third party claim must:

- i) be for compensatory damages, such indemnity to include costs and the Insured's approved costs and expenses; and
- ii) arise out of the ordinary course of the performance of the Professional Services by the Insured; and
- iii) relate to a negligent act, negligent error or negligent omission which was or may have been or is alleged to have been committed or omitted (as the case may be) after the Retroactive Date specified in the Schedule hereto.

2. Conditions

2.1. Limit of indemnity

- a) The total liability (inclusive of costs and the Insured's approved defence expenses and regardless of the total number or amount of third party claims made against the Insured) of the Insurer shall never exceed the Limit of Liability stated in the Schedule, in the aggregate, for all third party claims made against the Insured during the Policy Period.

The inclusion herein of more than one Insured or the submitting of claims or the bringing of suits by more than one person or organisation, shall not operate to increase this aggregate limit of the Insurer's liability.

- b) The Insurer may at any time pay to the Insured in connection with any third party claim or series of third party claims notified hereunder the amount of the Limit of Liability as shown in the Schedule (after deduction of any sum or sums already paid by the Insurer whether as costs and expenses or as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall be under no further liability in connection therewith and shall (except with respect to any subrogation action) relinquish the conduct and control of such claim or claims or associated costs.



2.2. Deductible / Self insured retention

Subject to the Limit of Liability, the Insurer shall be liable only for that part of each and every third party claim during the Policy Period, including third party claimant costs and the Insured's approved defence expenses, which exceeds the Deductible stated in the Schedule.

The Deductible will apply to each and every third party claim whether or not loss payments shall be made and shall be subject to no aggregate limitation.

It is agreed that the Insured will pay, within ten days, such part of the expenses and loss payment as may be demanded in writing by the Insurer. However, either individually or combined, the total payments requested from the Insured in respect of each single claim shall not exceed the amount of the Deductible shown in the Schedule.

2.3. Duty to defend, costs and expenses

The Insurer shall defend any suit against the Insured seeking damages to which this policy applies, even if any of the allegations of the suit are groundless, false or fraudulent and it is agreed that the Insurer may make such investigation and settlement of any claim or suit as they deem expedient, but the Insurer shall not be obliged to pay any claim or judgement or to defend any suit after the aggregate Limit of Liability has been exhausted.

The Insurer shall not be liable to pay any Defence Costs unless the express written consent of the Insurer is obtained prior to such Defence Costs being incurred, which consent shall not be unreasonably withheld.

The Insurer shall not settle any claim without the consent of the Insured. If, however, the Insured shall refuse to agree to any settlement recommended by the Insurer and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then the Insurer's liability for the claim shall not exceed the amount for which the claim could have been so settled including Defence Costs incurred up to the date of such refusal.

The reasonableness of such Defence Costs shall be determined by the Insurer in line with prevailing standards.

2.4. Meaning of third party claims made and notice provisions

For the purposes of this policy, a third party claim is considered to be made as soon as the Insured and/or his agent or representative first:

- a) receives a written demand for damages of the type covered by this policy, including the service of suit or institution of legal or arbitration proceedings; or
- b) becomes aware of the intention of any person to make such a demand against them; or
- c) becomes aware of any fact, circumstance or event which could reasonably be anticipated to give rise to such a demand at any future time

whichever is the earliest.

Any subsequent legal proceedings brought against the Insured as a direct result of any matter or matters for which written notice has been given under b) or c) above, whether such proceedings are brought during or after the expiration of the Policy Period, is considered to be a third party claim first made against the Insured at the time the Insured first became aware of the said matter or matters. It is agreed however that the Insurer shall have no liability for any such matter or matters which do not result in legal proceedings being brought against the Insured within 2 (two) years of the date of said written notice.



2.5. Insured's duties in the event of discovery of loss

It is a condition precedent to the Insurer's liability under this policy that the Insured shall:

Give written notice containing particulars sufficient to identify the Insured and full information with respect to the time, place and circumstances of the loss discovered, and the names and addresses of the injured and of available witnesses, to the insurer or to any of its authorised agents, at the earliest practical moment, but in any event prior to the expiration date of the Policy Period stated in the Schedule.

Immediately forward to the Insurer every demand, notice, summons or other process received by him or his representative, if a claim is made or a suit is brought against the Insured. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

Co-operate with the Insurer and upon the Insurer's request, shall submit to examination and interrogation by a representative of the Insurer, under oath if required, and shall attend any hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to the Insurer's representatives and meetings with such representatives for the purpose of investigation and/or defence, and all without charge to the Insurer.

Exercise any contractual right to either reject or demand the arbitration of any claim made against the Insured in accordance with the instructions of the Insurer.

2.6. Warranty

It is warranted that the statements and particulars in the proposal form and any supplementary information pertaining thereto provided by or on behalf of the Insured form the basis of this policy and shall be deemed incorporated herein.

The Insured agrees, by acceptance of this policy:

- a) that the statements and particulars in the proposal form, and any supplementary information are his representations and that this policy is issued in reliance upon the truth of such representations; and
- b) that in the event of the proposal form, or any supplementary information, containing misrepresentations which materially affect the acceptance of risk hereunder by the Insurer this policy shall be void in its entirety and of no effect whatsoever.

2.7. Law and Jurisdiction

The existence, validity, termination and interpretation of this policy shall be exclusively subject to and governed by the laws of Malaysia.

The parties to this policy hereby submit to the exclusive jurisdiction of the courts of Malaysia regarding any dispute or claim arising out of or relating to this policy, including the existence, validity, termination and interpretation of this policy.

The domestic legislation on insurance contracts is applicable in addition to these provisions.

2.8. Material changes

a) Change of control of the Insured

In the event of there being any change in the effective ownership or control of the Insured whether financial or otherwise and whether occurring by operation of law, voluntary act on the part of the Insured or by merger, purchase or sale of assets or shares or in any other way then cover under this policy shall thenceforth cease in respect of all and any third party claims first made thereafter unless the Insurer agrees in writing to the continuation of the policy and then only upon such terms as may be stipulated by the Insurer.



b) Increase and decrease in risk

If during the Policy Period an important fact, notice of which was given in the proposal form or otherwise, should change, resulting in a substantial change in risk, the Insured shall notify the Insurer immediately in writing of such change whereupon the Insurer may elect to terminate this policy or to offer the Insured a continuation of cover on such revised terms and conditions as the Insurer may require.

c) Notice

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this policy or stop the Insurer from asserting any right under the terms of the policy, nor shall the terms of this policy be waived or changed, except by endorsement issued by the Insurer, any such endorsement to form a part of this policy.

Any exercise of the right to terminate this policy in accordance with the foregoing shall be subject to the provisions of clause 2.9 below. In the case of failure to reach agreement on revised terms and conditions, within 30 (thirty) days of the Insurer advising the Insured thereof, this policy shall be deemed to have been terminated by the Insurer, such termination to take effect after a further 30 (thirty) days, and to be subject to the provisions of clause 2.9 below.

2.9. Termination provisions

This policy may be cancelled by the Insurer or by the Insured by mailing written notice stating when, not less than thirty (30) days thereafter such cancellation shall be effective. However, if the Insurer cancels the policy because the Insured has failed to pay a premium when due, this policy may be cancelled by the Insurer by giving the Insured not less than fourteen (14) days written notice of their intention to cancel this policy.

The notice is to run from midnight of the day following that upon which the letter is posted.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The cheque of the Insurer or any of its representatives, mailed or delivered, shall be sufficient tender of any refund due to the Insured.

If the Insurer elects to cancel, the unearned premium will be refunded to the Insured on a pro rata basis.

If the policy is cancelled by the Insured, the premium for the current insurance period is retained by the Insurer.

However in the event that there is any claim or circumstances notified to and accepted by the Insurer during the Policy Period then the premium shall be deemed to be earned and there shall be no premium refund in the event of policy cancellation.

This policy shall also terminate immediately upon exhaustion of the Limit of Liability by one or more payments made under this policy in which event the premium is deemed to be fully earned.

2.10. Subrogation

In the event of any claim under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery against any person or organisation and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the loss to prejudice such rights.

2.11. Audit

The Insurer may examine and audit the Insured's books and records at any time during the Policy Period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.



2.12. Action against Insurer

No action shall be maintained against the Insurer by the insured to recover for any loss under this policy unless as a condition precedent thereto, the Insured shall have fully complied with all the terms and conditions of this policy, nor until the amount of such loss shall have been fixed or rendered certain either by final judgement against the Insured after trial of the issues and the time to appeal there from shall have expired without an appeal having been taken or, if an appeal shall have been taken, then until after the appeal has been determined, or by agreement between the parties with the written consent of the Insurer. In no event, shall any action be maintained against the Insurer by the Insured or any other persons unless brought within twelve months after the right of action accrued here on.

2.13. Measures for the prevention of loss or damage

The Insured is under an obligation to remedy, at his own expense and within a reasonable time, any dangerous state which might lead to a loss or damage or the elimination of which has been demanded by the Insurer.

2.14. Other insurance

This policy shall be excess insurance over any other valid and collectible insurance available to the Insured whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise, unless such other insurance specifically applies as excess insurance over the Limits of Liability provided in this policy.

2.15. Assignment

This policy shall be void if assigned or transferred without the prior written consent of the Insurer. However, if the Insured shall die or be adjudged incompetent this policy shall cover the Insured's legal representatives as the Insured with respect to liability previously incurred and covered by this policy.

2.16. Allocation of Defence Costs

If any Claim involves both covered matters and matters not covered by this policy, a fair and proper allocation of any Defence Costs, settlements, or judgments shall be made between the Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

If an allocation cannot be agreed between the Insured and the Insurer, then the Insurer shall, at the request of the Insured, resolve the matter by arbitration. The arbitrator shall be mutually agreed by the parties to the arbitration, or in the absence of mutual agreement, appointed by the Chairman of The Regional Centre For Arbitration, Kuala Lumpur.

The costs of arbitration shall be borne by the Insurer. The arbitration shall be in Kuala Lumpur in accordance with the The Regional Centre For Arbitration, Kuala Lumpur rules.

The allocation finally agreed or arbitrated shall be applied retrospectively to any Defence Costs incurred prior to the determination.

2.17. Premium Warranty

It is fundamental and absolute special condition of this insurance policy that the premium due must be paid and received in full by the Insurer within sixty (60) days from the inception date of this policy.

If this condition is not complied with then this policy is automatically cancelled and the insurer shall be discharged from all the liability.



2.18. Tax Clause

The Insured is obligated to pay any applicable taxes (which include but not limited to service tax and stamp duty) imposed by the Malaysian tax authorities in relation to this Policy.

3. Definitions

A **Bodily injury**

means death of, injury to or other health impairment of persons.

B **Breach of Duty by reason of any Wrongful Professional Act**

means any actual or alleged breach of professional duty resulting from the performance of the Professional Services.

C **Claim**

means any written demand or any civil proceeding brought within the Jurisdiction specified in the Schedule for compensation made against the Insured alleging a Breach of Duty by reason of any Wrongful Professional Act but only in respect of Professional Services.

Any Claim or Claims arising out of, based upon or attributable to a Single Breach of Duty constitutes a single Claim.

D **Defence Costs**

means any reasonable fees, costs and expenses incurred by or on behalf of the Insured with the prior written consent of the Insurer in the investigation, defence, settlement or appeal of any Claim.

Defence Costs does not include lost earnings, wages, salaries or other remuneration or benefits paid by the Named Insured to its principals, partners, directors, officers or Employees.

E **Deductible**

means the amount specified in the Schedule.

F **Material damage**

means destruction of, damage to or loss of tangible property.

G **Loss**

means

- (a) damages or compensation payable by the Insured pursuant to an award or judgment entered against the Insured;
- (b) settlements negotiated by the Insurer and consented to by the Insured;
- (c) legal costs and expenses awarded against the Insured but only in connection with a covered award, judgment or settlement;
- (d) Defence Costs;

in respect of a Claim which is covered under this policy.

Loss does not include:

- (i) fines or penalties (whether civil or criminal);
- (ii) non-compensatory damages including punitive, aggravated or exemplary damages;
- (iii) costs incurred by the Insured in complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (iv) costs incurred by the Insured in correcting or re-performing any Professional Services;
- (v) any amount which is uninsurable pursuant to the laws of Malaysia in which this policy is issued.



Loss incurred in respect of more than one Claim but resulting from a Single Breach of Duty shall constitute a single Loss.

H Third parties

All persons not party to the policy. Where there is more than one named Insured, then the additional insureds do not count as third parties amongst themselves.

I Single Breach of Duty

means a Breach of Duty or any causally connected Breaches of Duty affecting one or more than one person or entity.

J Series of claims

Two or more claims arising out of a single act of negligence (e.g. from the same calculation, planning or supervision error) regardless of the number of injured parties. They shall be treated together as a single claim whose date of loss shall be the date that the first claim of the claim series event is made in writing against the Insured.

K Limit of Liability

means the amount specified in the Schedule.

L Aggregate Limit of Liability

The aggregate maximum Limit of Liability payable at most once per Policy Period for Loss, regardless of whether the Claim(s) are due to one single or to several Breach(es) of Duty.

M Deductible

means the amount specified in the Schedule, and being that part of the Loss which has to be borne by the Insured himself, whether or not loss payment is made.

N Policy Period

The period from the inception date of this policy to the policy expiration date, as set forth in the Schedule, or its earlier termination date, if any.

O Costs and Expenses

- i) fees charged by any lawyer designated by the Insurer;
- ii) all other fees, costs and expenses resulting from the investigation, adjustment, defence and appeal of a claim, if incurred by the Insurer; or
- iii) fees charged by any lawyer designated by the Insured with the written consent of the insurer.

However, costs do not include salary charges of regular employees or officials of the Insured.

P Insured

means the Named Insured any past, present or future principal, partner, director, officer or Employee of the Named Insured but only when providing Professional Services.

Insured includes the estates, heirs, legal representatives or assigns of any Insured in the event of their death, bankruptcy, insolvency or incapacity.

Q Professional Services

means the professional services specified in Business Activities in the Schedule undertaken only by or under the direct control of a properly qualified professional person whether such a person is an employee or working under the control or under contract with the Insured, and undertaken or performed within the Territorial Limit specified in the Schedule.



R Documents

means all documents of any nature whatsoever including computer records and electronic data material but does not include bearer bonds, cheques, bills of exchange, coupons, stamps, bank or currency notes or any other form of negotiable instrument.

S Employee

means any natural person who is a past, present or future employee expressly engaged as an employee under a contract of employment with the Named Insured (whether employed on a full-time, part-time or casual basis), who is employed solely to provide Professional Services.

Employee does not include consultants, independent contractors, secondees or agents of the Named Insured and their respective employees (including the employees of labour-hire agencies) unless under the direction and direct supervision of the Named Insured, or whilst working under a contract of services on behalf of the Named Insured.

T Named Insured

means the natural person, partnership, corporation (including Subsidiaries) or other entity specified in the Schedule.

U Insurer

means MSIG Insurance (Malaysia) Bhd.

V A Subsidiary of a company or entity

means a company in which the latter, either directly or indirectly through one or more of its Subsidiaries:

- (i) controls the composition of the board of directors; or
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share capital

For the purpose of coverage under this policy, a Subsidiary has to be declared at inception of this policy.

Coverage may also be extended to an entity which becomes a Subsidiary of the Named Insured during the policy period provided that within 60 days of the entity becoming a Subsidiary the Named Insured has:

- (a) notified the Insurer of the new Subsidiary; and
- (b) provided the Insurer with all the information it has requested regarding the new Subsidiary; and
- (c) agreed to any amendments to the provisions of this policy as required by the Insurer; and
- (d) paid any additional premium required by the Insurer.

Cover under this policy for any Subsidiary applies only to Breaches of Duty committed or allegedly committed:

- (a) in providing Professional Services; and
 - (b) whilst such entity is or was a Subsidiary of the Named Insured; and
- otherwise on the same terms as applicable to a Named Insured.

If a company ceases to be a Subsidiary during the Policy Period this policy will continue to provide cover in respect of that Subsidiary until the end of the Policy Period, but only for Breaches of Duty committed or allegedly committed whilst the company was a Subsidiary.



W Pollutants

means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mold, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals, or waste. Waste includes, but is not limited to, material to recycled, reconditioned or reclaimed.

X Trade Secret

means information that has been reduced to an electronic form, including a formula, compilation, pattern, program, device, method, process, or technique which:

- (i) derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use;
- (ii) is the subject of the Insured's reasonable efforts to maintain its secrecy; and
- (iii) is used, capable of being used, or intended to be used in commerce.

A Trade Secret does not include information that is the subject of a copyright, patent, trademark (including trademarks protected by common law rights of passing off), or service mark, or an application thereof.

4. Exclusions

This policy shall not indemnify the insured in respect of claims:

- 4.1 arising out of, based upon, attributable to or in any way connected with
 - (a) the actual or alleged, presence, imminent or threatened discharge, dispersal, seepage, release, migration or escape of Pollutants at any time;
 - (b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or in any way respond to or assess the effects of Pollutants;
- 4.2 arising out of, based upon, attributable to or in any way connected with; bodily injury or nervous shock, sickness, disease, death or mental anguish of any person. This Exclusion does not apply to damages for mental anguish in respect of a Claim for Libel and Slander which is covered under this policy;
- ~~4.3 arising out of, based upon, attributable to or in any way connected with a) loss of, damage to or destruction of any tangible property including loss of use thereof; b) the loss of use of tangible property which has not been damaged or destroyed;~~
- 4.4 arising out of, based upon, attributable to or in any way connected with the gaining of any profit or advantage to which an Insured is not legally entitled where it is established by an express or implied admission, court judgment or other adjudication that the subject conduct did in fact occur. No state of mind or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining whether this Exclusion applies.
- 4.5 arising out of, based upon, attributable to or in any way connected with:
 - a) the committing of any criminal, dishonest, fraudulent or malicious act by an Insured;
 - b) the committing of any intentional Breach of Duty by an Insured;where it is established by an express or implied admission, court judgment or other adjudication that the subject conduct did in fact occur. No state of mind or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining whether this Exclusion applies.
- 4.6 arising out of, based upon, attributable to or in any way connected with:
 - a) actual or alleged facts that might give rise to a Claim which were known to the Insured prior to the commencement of the Policy Period;
 - b) actual or alleged facts which were notified or which can be notified under any policy in force prior



to the commencement of the Policy Period;

- c) pending or prior litigation, or litigation derived from the same or essentially the same facts as might be alleged in such pending or prior litigation, as at the commencement of the Policy Period.

For the purposes of this Exclusion, the term litigation includes but is not limited to any civil, criminal, administrative or regulatory proceeding as well as any official investigation, examination, inquiry, arbitration or adjudication.

4.7 arising out of, based upon, attributable to or in any way connected with a Claim brought by or on behalf of;

- (a) any Insured or any business enterprise which is/was owned, managed or operated, directly or indirectly, in whole or part, by any Insured; or
- (b) any entity which is/was a parent, Subsidiary, successor or assign of any Insured; or
- (c) any entity which is/was affiliated with an Insured through common ownership or control, which includes any entity which is/was a Subsidiary of a parent of a Named Insured; or
- (d) any entity which is/was an associated company of any Insured.

For the purposes of the above, a parent of an Insured shall refer to any entity of which the Insured is/was its Subsidiary; and an associated company of an Insured refers to any entity in which the Insured owns or owned more than 20% but less than or equal to 50% of the issued and outstanding voting shares either directly or indirectly through one or more of its Subsidiaries.

4.8 arising out of, based upon, attributable to or in any way connected with disputes involving fees, charges, commissions or any other form of remuneration or consideration for Professional Services including but not limited to collecting the Named Insured's fees or commissions from persons or entities other than the Named Insured or the return of fees or other compensation paid to the Named Insured.

4.9 arising out of, based upon, attributable to or in any way connected with any trading debt incurred by the Insured or any guarantee given by the Insured for a debt.

4.10 arising out of, based upon, attributable to or in any way connected with any actual or alleged commingling of funds by the Insured or any inability or failure of the Insured to pay, collect, safeguard or account for client funds.

4.11 any liability assumed by an Insured under any contract, arrangement or understanding except to the extent that the Insured would have been legally liable in the absence of such contract, arrangement or understanding.

4.12 arising out of, based upon, attributable to or in any way connected with an Insured's actual or alleged insolvency or bankruptcy, or their actual or alleged inability to meet any or all of their debts as and when they fall due.

4.13 arising out of, based upon, attributable to or in any way connected with any breach or infringement of patents or the misappropriation of Trade Secrets.

4.14 for loss arising from any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity

4.15 for loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), and/or civil war,
- b) mutiny, civil commotion assuming the proportions of 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.

whereby "terrorism" means the use of violence for political ends, including the use of violence for the purpose of putting the public or any section thereof in fear.

In any action, suit or proceeding, where the insurer relies upon the provisions of this exclusion to exclude loss or damage, the burden of proving that such loss or damage is covered shall rest upon the insured.

4.16 arising out of, based upon, attributable to or in any way connected with any unlawful discrimination on any basis including but not limited to race, religion, ethnic background, national origin, gender, sexual preference, age, handicap, disability, marital status or pregnancy.

4.17 directly or indirectly based upon, attributable to, or in consequence of any loss, suit, injury, disease, illness, death, damage, cost or expense, including, but not limited to, losses, cost or expenses related to, arising from, associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a) any "fungus(i)", "mold(s)", mildew or yeast, or
- b) any "spore(s)" or toxins created or produced by or emanating from such "fungus (i)", "mold(s)", mildew or yeast, or
- c) any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d) any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium of any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating there from,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, disease, illness, death, damage, cost or expense.

For the purpose of this Exclusion, the following Definitions apply:

- (i) "Fungus(i)" includes, but is not limited to, any plants or organisms belonging to the major group of Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.
- (ii) "Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produced molds.
- (iii) "Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

4.18 directly or indirectly alleging, arising out of, based upon or attributable to:

- a) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign governmental or armed forces officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- b) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part time officials, directors, agents, partners, representatives, principal shareholders or owners or employees or affiliates of any customers of the Corporation or any members of their family or any entity which they are affiliated; or
- c) Political contributions, whether domestic or foreign.

4.19 arising out of, based upon, attributable to or in any way connected with any act, error or omission which a court or tribunal finds, or which the Insured expressly or impliedly admits, constitutes unfair competition, restraint of trade or any other restrictive trade practice or an incitement to same.

4.20 arising out of, based upon, attributable to or in any way connected with any Employee benefit plan or superannuation fund.

4.21 arising out of, based upon, attributable to or in any way connected with an Insured acting in the capacity of a director or officer of a company or other type of organisation.



4.22 any claims made or actions instituted:

- (a) within the United States of America or Canada and any territories which come within the jurisdiction of the United States of America or Canada; or
- (b) to enforce a judgement obtained in any Court of the United States of America or Canada and any territories which come within the jurisdiction of the United States of America or Canada.

4.23 any Loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or from the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

The following Exclusion Clauses hereto attached shall form part of the Policy and shall supersede any other similar clause(s) in the Policy which may be inconsistent therewith or, if there are no similar clause(s) in the Policy, then the following shall be considered as additional clauses in the Policy:

Asbestos Exclusion

Excluding all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) asbestos, or
- (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

Property Cyber and Data Exclusion (LMA5401)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.



MSIG

6. Cyber Incident means:

- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7. Computer System means:

- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

- 8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

- 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)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 or United Kingdom or United States of America.

War & Terrorism Exclusion

The insurance by this policy excludes: death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;



MSIG

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not); civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism including but not limited to
 - a) the use or threat of force, violence and/or
 - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.



Stamp Duty Paid

RENEWAL CERTIFICATE

PROFESSIONAL INDEMNITY INSURANCE POLICY

NAME OF INSURED RAIDIUS (M) PROPERTY MANAGERS NO 165-1 JALAN PUJ 3/3 TAMAN PUNCAK JALIL BANDAR PUTRA PERMAI 43300 SERI KEMBANGAN SELANGOR	POLICY NUMBER KN-10662322-PI
	ACCOUNT NUMBER KN2181-A
	PERIOD OF INSURANCE From : 08/10/2024 To : 07/10/2025 (both dates inclusive)

Insured Profession : PROPERTY MANAGEMENT

Territorial Limits : Malaysia

Limit of Liability : Any One Occurrence - RM 1000000
Any One Period of Insurance - RM 1,000,000

Retroactive Date : 08/10/2021

SCHEDULE

THE INSURED : RAIDIUS (M) PROPERTY MANAGERS

ADDRESS : NO 165-1 JALAN PUJ 3/3
TAMAN PUNCAK JALIL
BANDAR PUTRA PERMAI
43300 SERI KEMBANGAN SELANGOR

POLICY PERIOD : 08/10/2024 to 07/10/2025
(Both Dates Inclusive)

BUSINESS ACTIVITIES/
PROFESSIONAL SERVICES : PROPERTY MANAGEMENT

LIMIT OF LIABILITY : RM 1,000,000 ANY ONE CLAIM & IN THE
AGGREGATE DURING THE POLICY PERIOD

DEDUCTIBLE : RM 8,000 EACH & EVERY CLAIM

RETROACTIVE DATE : 8/10/2021

TERRITORIAL LIMIT : MALAYSIA

JURISDICTION : MALAYSIA

SCHEDULE 07/06

PREMIUM : RM 5,000.00

ENDORSEMENTS

This Policy is subject to the following clauses:

Communicable Disease Exclusion

-
1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
 2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

DISHONESTY OF EMPLOYEES

Notwithstanding anything contained herein to the contrary, it is hereby agreed that if during the period specified in the Schedule, the Insurer agrees to extend cover to any Loss resulting from a Claim against the Insured arising from a dishonest, fraudulent, malicious or criminal act or omission of any principal, partner, director, officer or Employee of the Named Insured (other than a sole practitioner) arising out of the conduct of the Professional Services, provided that coverage under the Extension shall not be provided to any Insured committing, participating in or condoning such dishonest, fraudulent, malicious or criminal act or omission where such conduct is established by admission or court

judgment or other adjudication.

Conditions

- a) The limit of indemnity under this Extension is sub-limited to RM 25,000 any one claim and in the aggregate for the Policy Period and the sublimit shall form part of and shall not be in addition to the Policy Limit of Liability.
- b) The deductible of RM 8,000 each & every claim shall apply to this Extension.
- c) Provided always that this Extension shall not apply to the Insured's loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.

Subject otherwise to the terms, conditions and exclusions of this Policy.

LOSS OF DOCUMENTS

Notwithstanding anything contained herein to the contrary, it is hereby agreed that if during the period specified in the Schedule the Insured shall discover that any documents (as hereinafter defined), in the property of or entrusted to the firm named in the Schedule which may now or hereafter be, or be supposed or believed to be, in the custody of the said firm, or in the custody of any other person to or with whom such documents have been entrusted, lodged or deposited by the said firm in the ordinary course of business, have while within the limits of the territory specified in the Schedule been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the Company will indemnify the Insured against

- a) legal liability of whatever nature which the Insured may incur to any other person in consequence of such documents having been so destroyed, damaged, lost or mislaid, and
- b) costs and expenses of whatever nature incurred by the Insured in replacing or restoring such documents.

Definition

In this Extension "documents" mean deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method, including computer records and electronic data material but does not include bearer bonds, cheques, bills of exchange, coupons, stamps, bank or currency notes or any other form of negotiable instrument

Conditions

- a) The cover provided under this clause is sub-limited to RM 25,000 any one claim and in the aggregate. This sub-limit forms part of and is not payable in addition to the Limit of Liability.

The Limit of Liability under this Policy shall not be increased by reason of this Extension.

- b) The deductible of RM 8,000 each & every claim shall apply to this Extension.
- c) Any claim for costs and expenses incurred by the Insured in replacing or restoring documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Company with the approval of the Insured.
- d) No cover is provided for the loss, damage, destruction or deterioration of any Documents arising out of or attributable to wear, tear or any other gradual environmental cause.

Subject otherwise to the terms, conditions and exclusions of this Policy.

LIBEL AND SLANDER

Notwithstanding anything contained herein to the contrary, it is hereby agreed that if during the period specified in the Schedule the Insurer shall indemnify the Insured against loss arising from any claim in respect of libel or slander first made against the Insured and notified in writing to the Insurer during the Policy Period

Conditions

- a) The limit of indemnity under this Extension is sub-limited to RM 25,000 any one claim and in the aggregate for the Policy Period and the sublimit shall form part of and shall not be in addition to the Policy Limit of Liability.
- b) The deductible of RM 8,000 each & every claim shall ~~apply to this Extension~~

Subject otherwise to the terms, conditions and exclusions of this Policy.

Bodily Injury / Property Damage Exclusion (Carve-Back)

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy extended to cover bodily injury and/or loss or, damage to or destruction of any tangible property arising out of Insured's Breach of Duty by reason of any Wrong Professional Act.

All other terms and conditions of this Policy remain unchanged.

WARRANTED NO CLAIM FROM 08/10/2024 TO 15/11/2024

Premium	:	RM	5,000.00
Service Tax	:	RM	400.00
Stamp Duty	:	RM	10.00

Amount Due	:	RM	5,410.00
			=====

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

The following schedule(s) attached hereto form(s) part of this policy.

Insured's Telephone: 603-89381339 / 010-2393928

Case ID : RN2411002949

Issued at: KN Agency Branch on 19/11/2024
10662322 - MYBPHPN

(10662322-PI)



Authorised Signatory

Subject to the following Endorsements, Warranties and Clauses printed in the policy or attached hereto :-

DATE RECOGNITION CLAUSE

There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- b) media or systems used in connection with any of the foregoing
whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date
including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - i. recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.



Invoice
Invois

SERVICE TAX NO:
W10-1808-31004785



Billar Code: 3988
Ref-1: KN10662322PI
Ref-2: Enter Your Contact Number

JomPAYonline at Internet and Mobile Banking with your
Current, Savings or Credit Card account

MSIG INSURANCE (MALAYSIA) BHD
LEVEL 15 MENARA HAP SENG 2
PLAZA HAP SENG NO.1 JALAN
P.RAMLEE, 50250 KUALA LUMPUR

Invoice No. / No. Invois : P40000006905896
Date / Tarikh : 19/11/2024

Insured / Pihak Diinsuranskan: RAIDIUS (M) PROPERTY MANAGERS
Address / Alamat : NO 165-1 JALAN PUJ 3/3
TAMAN PUNCAK JALIL
BANDAR PUTRA PERMAI
43300 SERI KEMBANGAN SELANGOR

Account Number / Nombor Akaun : KN2181-A

Transaction Type / Jenis Transaksi	:	RENEWAL	
Policy Number / Nombor Polisi	:	KN-10662322-PI	
Product / Produk	:	PROFESSIONAL INDEMNITY	
Period of Insurance / Tempoh Insurans	:	08/10/2024 - 07/10/2025	
Gross Premium	:	RM	5,000.00
Premium Kasar			
Service Tax on Premium @ 8.00 %	:	RM	400.00
Cukai Perkhidmatan atas Premium			

Summary

Total Premium	:	RM	5,000.00
Jumlah Premium			
Total Service Tax	:	RM	400.00
Jumlah Cukai Perkhidmatan			
Stamp Duty	:	RM	10.00
Duti Sejam			
Total Amount Payable	:	RM	5,410.00
Jumlah Perlu Dibayar			

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