

Great Eastern General Insurance (Malaysia) Berhad (102249-P)

(Formerly known as Overseas Assurance Corporation (Malaysia) Berhad)

Level 18, Menara Great Eastern,
303 Jalan Ampang, 50450 Kuala Lumpur.
Tel +603 4259 8888 Fax +603 4813 0055
Customer Service Careline 1300-1300-88
www.greateasterngeneral.com



STAMP
DUTY
PAID

PROFESSIONAL INDEMNITY INSURANCE

POLICY NO : **LPI-L0184555-KL**

INSURED : **Great Eastern Life Force and
Agents Association Malaysia
(1980) GELFAAM**

**PERIOD OF
INSURANCE** : **01/08/2018 to 31/07/2019
(Both Days Inclusive)**

Great Eastern General Insurance (Malaysia) Berhad (102249-P)
Level 18, Menara Great Eastern, 303, Jalan Ampang, 50450 Kuala Lumpur
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Website: www.greasterngeneral.com



PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE
POLICY NO.:- LLA-L0184555-KL

Account No. : NMKL1374

Name of the Insured : Great Eastern Life Force and Agents Association Malaysia (1980)
GELFAAM

Address : A-3A-6, Level 6, Menara Uncang Emas
85, Jalan Loke Yew, 55200 Kuala Lumpur.

Period of Insurance : 01st August 2018 to 31st July 2019
(Both days inclusive)

Limits of Indemnity : **Agent, Career Agent and Life Insurance Agents**
Plan 1 – RM 250,000 any one claim and in the aggregate
Plan 2 – RM 500,000 any one claim and in the aggregate

GSM and USM
Plan 3 – RM 500,000 any one claim and in the aggregate
Plan 4 – RM1,000,000 any one claim and in the aggregate
Plan 5 – RM2,000,000 any one claim and in the aggregate

Deductible / Excess : RM 1,000 each and every claim

Retroactive Date : Full or Unlimited (subject to no known claims and/or circumstances,
allegations or incidents giving rise to claim)

Territorial Limit : Worldwide excluding USA/Canada and all Sanction Countries

Jurisdiction Limit : Malaysia

Annual Gross Premium (before 6% Service Tax) : **Agent, Career Agent and Life Insurance Agents**
Plan 1 – RM 155.00
Plan 2 - RM 230.00

GSM and USM
Plan 3 – RM 300.00
Plan 4 - RM 400.00
Plan 5 - RM 500.00

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**PROFESSIONAL INDEMNITY INSURANCE POLICY SCHEDULE
POLICY NO.:- LLA-L0184555-KL**

Automatic Extensions:-

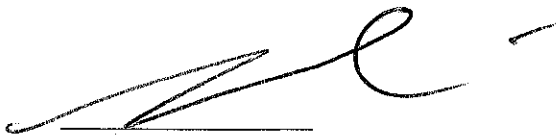
- 1) Legal Personal Representative
- 2) Libel and Slander
- 3) Intellectual Property
- 4) Loss of Documents

Endorsement, Clauses and Warranty attaching to and forming part of this Policy:

- 1) Insurance Agents Endorsement
- 2) Financial Instrument Clause
- 3) Financial Consultants Investment and Portfolio Managers
- 4) Fraud and Dishonesty Extension (This extension is only applicable for GSM or USM)
- 5) Special Legal Cost and Expenses Extension
- 6) Sanction Limitation and Exclusion Clause

In witness whereof this Policy has been signed at Kuala Lumpur on 30th August 2018

For and behalf of the Company



Authorised Signatory

PROFESSIONAL INDEMNITY POLICY

OUR AGREEMENT

STATEMENT Pursuant to Schedule 9 of the Financial Services Act 2013

For Consumer Insurance Contract (Insurance wholly for purposes unrelated to the Insured's profession)

Whereas the Insured named in the Schedule hereto has applied to the Great Eastern General Insurance (Malaysia) Berhad (hereinafter called "the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the premium stated in the Schedule as consideration for such indemnity for the period of insurance stated in the Schedule and pursuant to the answers given in the Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Proposal Form (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 Company. However, in the event of any pre-contractual misrepresentations made in relation to the Insured's answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

For Non - Consumer Insurance Contract (Insurance for purposes related to the Insured's trade, business or profession)

Whereas the Insured named in the Schedule hereto has applied to Great Eastern General Insurance (Malaysia) Berhad (hereinafter called "the Company") for the indemnity hereinafter expressed and has paid or agreed to pay the premium stated in the Schedule as consideration for such indemnity for the period of insurance stated in the Schedule and pursuant to the answers given in the Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Proposal Form (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 Company. In the event of any pre-contractual misrepresentations made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of this contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of this contract of insurance.

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

1. INDEMNITY CLAUSE

The Company will, subject to the following limitations, terms and conditions and endorsements:

indemnify the Insured against any Claim which may be made against the Insured during the Period of Insurance and notified to the Company in accordance with General Condition no. 10.2. for actual or alleged breach of professional duty in the conduct of the Professional Services as defined in the policy by reason of any negligent act, error or omission committed or allegedly committed by the Insured after the retroactive date stated in the Schedule.

2. COSTS AND EXPENSES

The Company also agree to pay all costs and expenses incurred in the investigation, defence or settlement of any Claim which falls to be dealt with under this Policy.

3. PERIOD OF INSURANCE

The Period of Insurance of this Policy shall be as stated in the Schedule. However, should the Insured cease to be an agent of Great Eastern Life Assurance (Malaysia) Berhad during the Period of Insurance, coverage under this Policy shall continue until the expiry date of the Period of Insurance.

PROVIDED ALWAYS THAT in relation to Professional Services relating to arranging of any contract of insurance in respect of life policies and investment-linked insurance products, such coverage shall only apply in respect of legal liability for breach of professional duty by reason of any negligent act, error or omission occurring prior to the effective date that such Insured cease to be an agent of Great Eastern Life Assurance (Malaysia) Berhad. This restriction however shall not apply in relation to other Professional Services.

The premium paid by the Insured shall be deemed to be fully earned and there shall be no refund of premium.

4. LIMIT OF THE COMPANY'S LIABILITY

The Company's Limit of Indemnity under this Policy shall not exceed that specified in the Schedule in respect of all Claims (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of all Claims) made against each Insured scheduled under this Policy during any one Period of Insurance.

5. EXCESS CLAUSE

Provided further that the Company shall only be liable for that part of each and every Claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of any Claim) which exceeds the amount of Excess per claim per member stated in the Schedule.

For the purpose of this clause "Claim" shall also mean all Claims attributable to or arising out of the same cause or event.

If any expenditure is incurred by the Company which by virtue of this clause is the responsibility of the Insured then such amount shall be reimbursed to the Company by the Insured forthwith.

6. CLAIMS

All Claims made against the Insured which are attributable to or arise out of the same cause or event shall be regarded as one claim. The Company's liability for any one claim shall not exceed the Limit Per Claim and the Company's liability for all claims made during the Period of Insurance shall not exceed the Limit of Indemnity.

7. AUTOMATIC EXTENSIONS

7.1. Legal Personal Representatives

In the event of the death of any Insured, the Company shall, in respect of the liability incurred by the Insured, indemnify the Insured's legal personal representatives in the terms of this Policy provided that such legal personal representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy insofar as they can apply.

7.2. Libel and Slander

The Company agrees to provide coverage in respect of any Claim made against the Insured, by any person, for libel or slander by reason of words written or spoken without malice provided that such Claim arises out of the conduct of the business stated in the Schedule.

7.3. Intellectual Property

The Company agrees to provide coverage in respect of any Claim made against the Insured for any unintentional infringement of copyright, trademarks, registered designs or patents, or any plagiarism, or breach of confidentiality provided that such Claim arises out of the conduct of the business stated in the Schedule.

7.4 Loss of Documents

It is hereby understood and agreed that if during the Period of Insurance the Insured shall discover that any Documents (as hereinafter defined), the property of or entrusted to the Insured, which may now or hereafter be, or be supposed or believed to be, in the custody of the Insured or in the custody of any other person to or with whom such Documents have been entrusted, lodged or deposited by the Insured in the ordinary course of business, have been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the Company shall indemnify the Insured against

- (a) legal liability which the Insured may incur to any other person in consequence of such Documents being destroyed, damaged, lost or mislaid,
- (b) costs and expenses incurred with the written consent of the Company in the defence or settlement of any Claim to establish liability as described in (a) above.

Definition

In this Extension "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or taped or any other data media, and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments).

Exclusions

This Extension shall not indemnify the Insured against any liability, costs or expenses

- (a) for which the Insured are entitled to an indemnity under this Policy apart from this Extension,
- (b) for which the Insured are entitled to an indemnity under any other policy or certificate of insurance,
- (c) brought about or contributed to by any dishonest, fraudulent or criminal act or omission of the Insured,
- (d) directly or indirectly occasioned by, happening through or in consequence of war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or destruction of or damage to property by or under the order of any government or public or local authority,
- (e) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

- (f) (i) which arises directly or indirectly by reason of or in connection with fire or explosion occasioned by or happening through or in consequence directly or indirectly of terrorism,
- (ii) loss or destruction of or damage to any property in USA or Canada or loss resulting therefrom caused by or happening through or in consequence of:
 - (a) civil commotion
 - (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Conditions

- 7.4.1. The Insured shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Company, who shall be entitled at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim.
- 7.4.2. The Insured shall, as a condition precedent to their right to be indemnified under this Extension, give to the Company as soon as reasonably possible and practicable notice in writing of any circumstance which is likely to give rise to a Claim hereunder.
- 7.4.3. 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.
- 7.4.4. The Company's total liability under this Policy shall not be increased by reason of this Extension.
- 7.4.5. The Insured shall, as a condition precedent to their right to be indemnified under this Extension, keep all Documents in a suitable secure fire proof safe or cabinet outside of normal business hours and shall maintain duplicates of all computer related records off site.

Subject otherwise to the Policy terms and conditions.

8. EXCLUSIONS

This Policy shall not indemnify the Insured against any Claim:

8.1. Contractual Liability

in respect of liability imposed upon the Insured pursuant to any contract if such liability would not have been imposed upon the Insured in the absence of any such contract; or for fines, penalties or exemplary damages of any description.

8.2. Legal Jurisdiction

where action for damages is brought in a court of law outside the territories specified in the Schedule, or where action is brought in a court of law within those territories to enforce a foreign judgement whether by way of Reciprocal Agreement or otherwise.

8.3. Employers Liability

arising directly or indirectly from bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his/her employment by the Insured under any

contract of service or apprenticeship, or for any breach of any obligation owed by the Insured as an employer to any employee.

8.4. **Prior Circumstances**

made against the Insured prior to the commencement of the Period of Insurance nor in respect of any claim(s) or circumstance(s) notified under any previous policy nor in respect of any claim(s) or circumstance(s) which might give rise to a Claim which was known to the Insured prior to the commencement of the Period of Insurance or which is stated on the proposal form, declaration or underwriting information being the basis of this insurance.

(This exclusion relates to the negligent act, error or omission from which the claim(s) or circumstance(s) known to the Insured arises, irrespective of how, or whether, that claim(s) or circumstance(s) is declared to the Company).

8.5. **War and Terrorism**

for loss, damage or liability directly or indirectly occasioned by 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;

- (i) 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
- (ii) any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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, 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.

This exclusion includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

8.6. **Nuclear Assemblies**

for loss, damage or liability directly or indirectly occasioned by or caused by or arising from or in consequence of or contributed to by nuclear weapons materials, or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission.

8.7. **Insured Duties**

made against them which relates to any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Insured's business as stated in the Schedule.

8.8. **Dishonesty**

arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Insured.

8.9. Defamation

alleging libel or slander.

8.10. Infringement

alleging infringement of copyright, patents, registered designs, trade marks or passing-off.

8.11. Products Liability

arising out of or relating to goods or products, sold, supplied, repaired, altered, manufactured, installed or maintained by the Insured or any related company or by sub-contractors of the Insured.

8.12. Insolvency/Bankruptcy of Insured

arising out of or relating directly or indirectly from the insolvency or bankruptcy of the Insured.

8.13. Seepage and Pollution

based upon, arising out of or relating directly or indirectly from or in consequence of or in any way involving, seepage, pollution or contamination of any kind.

8.14. Mould and Asbestos

arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- (a) asbestos, or any materials containing asbestos in whatever form or quantity, or
- (b) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind, or
- (c) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins, or
- (d) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

8.15. Retroactive Date

first made against the Insured by reason of any negligent act, error or omission committed or alleged to have been committed prior to the retroactive date if such date is stated in the Schedule.

8.16. Fees and Commissions

arising out of or relating directly or indirectly from disputes relating to fees, commissions or expenses owing or payable by the Insured.

9. DEFENCE AND SETTLEMENT

- 9.1. The Company shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any Claim.
- 9.2. The Insured shall, when instructed by the Company pay promptly (or within the terms of any proposed settlement) any Excess amount payable by them under this Policy. Any failure or refusal by the Insured to make such payment shall entitle the Company to deduct such amount from any amount(s) required to settle any Claim, judgement, order or any other payment to be made by the Company under this Policy.
- 9.3. The Insured shall not be required to contest any legal proceedings unless a legal counsel (to be mutually agreed upon by the Insured and the Company advises that such proceedings should be contested.
- 9.4. In the event that the Company elects to settle any Claim, the Company may discharge its total liability under this Policy by paying the then available Limit of Indemnity to the Insured.
- 9.5. In the event that the Insured wishes to continue to contest any Claim which, in the opinion of the Company should be settled, then, with the consent of the Company the Insured may so elect, provided that the Company's liability in respect of any such Claim shall not exceed the amount for which, but for such election, the Claim could have been settled, together with costs and expenses payable in accordance with this Policy and incurred up to the date of such election.
- 9.6. The Company may, if it believes that any Claim will not exceed the Excess, instruct the Insured to conduct the defence of the Claim, keeping the Company advised of developments as they occur. In these circumstances the Company shall reimburse the Insured for all reasonable defence costs in the event that any payment made to dispose of the Claim by way of damages exceeds the Excess.

10. GENERAL CONDITIONS

- 10.1. **No admission of liability :**
The Insured shall not admit liability for or settle any Claim or incur any costs or expenses in connection with any Claim without the written consent of the Company.
- 10.2. **Claim Notification :**
The Insured shall, as a condition precedent to their right to be indemnified under this Policy, give to the Company as soon as reasonably possible and practicable notice in writing of any Claim, but always no later than 30 days after the expiry of the Policy. The Insured shall, on request, give to the Company any information it may reasonably require to investigate the matter notified.

Such notice having been given as required above, any subsequent Claim against the Insured shall be deemed to have been made during the Period of Insurance.
- 10.3. **Other insurance :**
The Company shall be entitled to claim indemnity or contribution at any time in the name of the Insured from any party against whom the Insured may have such rights.
- 10.4. **Governing Law :**
The construction, interpretation and meaning of this Policy shall be determined according to the law(s) of Malaysia and in accordance with the English text as it appears in this Policy.

10.5 Alteration of Risk :

If there are any material changes to the Proposal during the Period of Insurance then the Insured shall promptly inform the Company.

10.6 The subscribing Company obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Company are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

10.7 Territory Limit :

The coverage provided under this policy shall be limited to legal liability arising out of negligent acts, errors or omissions committed in Worldwide excluding USA/Canada and all Sanction Countries.

10.8. Jurisdiction Limit :

The coverage provided under this policy shall be limited to Claims brought in a court of law in Malaysia only.

10.9. Premium Warranty :

It is hereby warranted that all premium due to the Company under this Policy is paid within 60 days from inception.

Non-receipt by the Company of such premium, by midnight (local standard time) on the premium due date, shall render this Policy void with effect from inception

10.10. 30 Days Cancellation Clause :

This Policy may be cancelled by either the Insured or the Company giving thirty (30) days notice in writing. If the Insured cancels the Policy, earned premium shall be computed in accordance with the customary short period rate table and procedure. If the Company cancels the Policy, earned premium shall be computed pro rata.

10.11. Licensing Requirement Clause :

It is a condition precedent to the Company's liability to pay under this Policy that :-

10.11.1. in respect of advising, issuing or promulgating analysis or reports concerning unit trust products, the Insured must be a registered Unit Trust Consultant authorized and registered with the Federation of Malaysian Unit Trust Managers (FMUTM) and must abide by the Code of Ethics and Standards of Professional Conduct for Unit Trust Industry issued by the FMTUM; and

10.11.1. in respect of advising, issuing or promulgating analysis or reports concerning other types of investment product or collective investment scheme, the Insured must be duly licensed or authorized, if such is required under the Capital Markets and Services Act, 2007, relevant regulations, guidelines or other relevant laws and regulations.

11. DEFINITIONS

11.1. **"The Company"** means Great Eastern General Insurance (Malaysia) Berhad.

11.2. **"Claim" or "Claims"** means:

- (a) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third or similar party notice issued against or served on the Insured; or
- (b) the receipt by the Insured of any written or verbal notice of demand for compensation made against the Insured; or

- (c) circumstances which are or should, after enquiry, be known to the Insured, and which might give rise to a Claim.
- 11.3. **“Limit of Indemnity”** means the sum stated as the aggregate limit of indemnity in the Schedule and shall constitute the Company’s total liability under this Policy for all claims made during the Period of Insurance.
- “Limit Per Claim”** means the sum stated in the Schedule as the limit of indemnity for each claim or for all claims made against the Insured which are attributable to or arise out of the same cause or event.
- 11.4. **“Insured”** means an individual agent of Great Eastern Life Assurance (Malaysia) Berhad or member of Great Eastern Life Force and Agents Association Malaysia (1980) (GELFAAM) as specified in the Schedule.
- 11.5. **“Period of Insurance”** means the period stated in the Schedule.
- 11.6. **“Professional Services”** means: -
- (a) Sale, Distribution and/or Promotion of any Collective Investment Scheme such as but not limited to Unit Trust.
 - (b) Sale, Distribution and/or Promotion of any contract of insurance in respect of life policies, investment-linked insurance products, general insurance policies and general takaful policies other than a contract of reinsurance **on behalf of Great Eastern Life Assurance (Malaysia) Berhad, Great Eastern Takaful Berhad and Great Eastern General Insurance (Malaysia) Berhad.**
 - (c) Will writing services
- 11.7. **“Excess”** means the excess applicable stated in the Schedule.
- 11.8. **“Proposal”** means all information, whether oral or in writing, supplied by the Insured or on the Insured’s behalf.
- 11.9. **“Investment Products”** means any investment product that have been approved and regulated by Bank Negara or Securities Commission or any other related legally binding approving authority in Malaysia.
- 11.10. **“Collective Investment Scheme”** means any Collective Investment Scheme that have been approved and regulated by Bank Negara or Securities Commission or any other related legally binding approving authority in Malaysia.
- 11.11. **“Advising on Corporate Finance”** means giving advice:
- (a) to any entity concerning compliance with or in respect of laws regulatory requirements (including the listing rules of a securities exchange) relating to the raising of funds by any entity;
 - (b) to the person making an offer or invitation to the public:
 - (i) to subscribe for or purchase securities; or
 - (ii) to sell or otherwise dispose of securities,concerning that offer or invitation; or
 - (c) concerning the arrangement, reconstruction or take-over of a Company or any of its assets or liabilities;

ENDORSEMENTS, CLAUSES AND WARRANTY ATTACHING TO AND FORMING PART OF THIS POLICY.

A. INSURANCE AGENTS ENDORSEMENT

This Policy will not indemnify the Insured against any Claim:

- (a) by any insurer or principal arising out of any alleged negligent act, error or omission by the Insured in their capacity as insurance agents or general insurance agents or agent of that insurer or principal.
- (b) arising out of the commingling of monies or accounts, or loss of monies received by the Insured or credited to the Insured's account,
- (c) arising out of, due to or involving directly or indirectly the insolvency, receivership, bankruptcy, liquidation or financial inability to pay, by any insurance company or agent with which the Insured has placed or obtained coverage for a client or an account,
- (d) arising out of the Insured's activities by signing any insurance proposal on behalf of others.

B. FINANCIAL INSTRUMENTS CLAUSE

It is hereby noted and agreed that The Company will not indemnify the Insured against any Claim:

- (a) based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, any actual or alleged dealings of any nature whatsoever by which it is sought to affect the price of, or market in, any shares and/or debentures of any company, or of any food-stuff or raw material or commodity or currency, or of any negotiable instrument, other than dealings carried out in accordance with all laws, rules and regulations applicable to such dealings.
- (b) based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, any allegation that the Insured improperly benefited from securities transactions as a result of information that was not available to other sellers or purchasers of such securities.
- (c) brought by or on behalf of any client or customer of the Insured resulting from the investment in, management of, or advice concerning any estate, trust or property.
- (d) arising solely out of the depreciation or loss of investments when such depreciation or loss is a result of any fluctuation in any financial stock or commodity or other markets when such fluctuation is outside the influence or control of the Insured.
- (e) arising solely out of any stock or commodity or investment failing to perform as represented or as expected to perform.

C. FINANCIAL CONSULTANTS INVESTMENT AND PORTFOLIO MANAGERS

The Company shall not be liable to indemnify the Insured against any Claim brought about by or contributed to by or consequent upon

the investment of clients' funds in shares, units or loans or otherwise in any affiliate of the Insured unless the Insured discloses to the client in writing before the investment is made the existence of the affiliation and its precise nature.

'Affiliate' for the purpose of this clause shall mean either

- (i) a company which is managed by the Insured or by any partner of the Insured or
- (ii) a unit trust managed by the Insured or by an affiliate (as defined herein) of the Insured or
- (iii) an individual who is a partner of the Insured or is a wife, husband, child, parent or other close relative of the Insured.

**D. FRAUD AND DISHONESTY EXTENSION
(This Extension Is Only Applicable to GSM or USM)**

It is hereby declared and agreed that the Company agrees to provide coverage in respect of any Claim made against the Insured arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of any downlines of the Insured for whom the Insured is responsible in relation only to Sale, Distribution and/or Promotion of any contract of insurance in respect of life policies and investment-linked insurance products on behalf of Great Eastern Life Assurance (Malaysia) Berhad.

Provided always that :-

1. such coverage shall not be provided to any person committing or condoning any such act, omission or breach by reason of Exclusion 8.8; and
2. such coverage shall not extend to acts, by, or where there has been the involvement of the Insured.; and
3. this extension shall not increase the Limit of Indemnity under the Policy but is subjected to a maximum sub-limit as mentioned in the Policy Schedule for all claims made herein against the Insured during the Period of Insurance.

E. SPECIAL LEGAL COST & EXPENSES EXTENSION

It is hereby declared and agreed that the Company will pay on behalf of the Insured for the reasonable legal cost and expenses incurred even though liability of the Insured is not apparent arising from any claim made against the Insured for actual or alleged breach of professional duty, provided always that :-

- 1) This extension shall not increase the Limit of Indemnity under the Policy but is subjected to a maximum sub-limit as mentioned in the Policy Schedule for all claims made herein against the Insured during the Period of Insurance.
- 2) The Company shall not be liable to pay any claim made against the Insured which arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Insured including the Insured's "Downline".

Great Eastern General Insurance (Malaysia) Berhad (102249-P)
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Customer Service Careline: 1300-1300 88
Website: www.greateasterngeneral.com



F. SANCTION LIMITATION AND EXCLUSION CLAUSE

At the sole discretion of the Company, the Company shall not be deemed to provide cover and shall not receive any payment(s) under the policy; or be liable to pay any sums (including but not limited to payment of claims, refund of premiums, surrender or cancellation payments); or provide any benefit under the policy; to the extent that the provision of such cover, payment of such sum or provision of such benefit would expose the Company to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

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

GOVERNMENT TAX

Please be informed that the premiums on this policy are subject to the Government tax prevailing during the term of this policy.

Your obligation to pay the prevailing Government tax shall form part of the terms and conditions of Your insurance policy.

NOTICE TO ALL POLICYHOLDERS

LOGGING COMPLAINTS AND GRIEVANCES

You may refer your complaint pertaining to any insurance related matters to our Complaint Handling Unit for an amicable resolution before referring to the Ombudsman of Financial Services or BNMLINK / BNMTELELINK, Bank Negara Malaysia. The contact details of our Complaint Handling Unit: -

Complaint Handling Unit

GREAT EASTERN GENERAL INSURANCE (MALAYSIA) BERHAD
Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur
Telephone No. : 03-4259 7828
Fax No. : 03-4813 0055
Email : gicare-my@greasterngeneral.com

OMBUDSMAN OF FINANCIAL SERVICES OR BANK NEGARA MALAYSIA

If you are not satisfied with the respond or the decision of our Complaint Handling Unit, you may submit your complaint either to the Ombudsman of Financial Services (OFS) within 6 months from the date of our Complaint Handling Unit's final decision, or to BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). Kindly check with our Complaint Handling Unit on the proper avenue for dealing with your complaint. The following are the contact details of OFS or BNM: -

OFS : Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.
Telephone No. : 03-2272 2811
Fax No. : 03-2272 1577

BNM : Laman Informasi Nasihat dan Khidmat (BNMLINK) (Walk-in Customer Service Centre) Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur.

Contact Centre (BNMTELELINK) Corporate Communication Department, Bank Negara Malaysia
P.O. Box 10922, 50929 Kuala Lumpur.
Telephone No.: 1-300-88-5465; (Overseas: 603-2174-1717);
Fax No. : 03-2174-1515
Email : bnmtelelink@bnm.gov.my