

STAMP DUTY  
PAID



**Mitsui Sumitomo Insurance (Malaysia) Bhd.** (46983-W)

## All Risks Insurance Policy

## Polisi Insurans Semua Risiko

CSE AUTOMOTIVE TECHNOLOGIES SDN BHD  
LEVEL 5, AXIS PLAZA  
JALAN U1/44, GLENMARIE  
40150 SHAH ALAM  
SELANGOR DARUL EHSAN

**N.B. 1 :** For your own protection, please read this Policy and its Conditions, and if the Policy be not filled in correctly or according to your intentions, return same to the office for alteration.  
**N.B. 2 :** For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract it is hereby agreed that the English version of the Contract shall prevail.

*Nota 1 :* Untuk melindungi diri anda, sila baca Polisi ini dan syarat-syarat yang terkandung didalamnya, dan jika polisi ini tidak diisi dengan lengkap atau seperti mana yang dikehendaki oleh anda, sila kembalikan polisi ini ke pejabat untuk pembetulan.

*Nota 2 :* Bagi tujuan dan maksud sekiranya terdapat konflik atau keaburan berkenaan makna di dalam peruntukan Bahasa Malaysia tentang mana-mana bahagian Kontrak, adalah dipersetujui bahawa Kontrak versi Bahasa Inggeris akan digunakan.

## COMPANY'S NETWORK / CAWANGAN PEJABAT

---

### MAIN OFFICE

Level 22 , Menara Weld, No. 76, Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia.  
P.O. Box 11034, 50990 Kuala Lumpur, Malaysia.  
Tel: 03-2050 8228 Fax: 03-2070 1454  
e-mail: [customerservice@ms-ins.com.my](mailto:customerservice@ms-ins.com.my)  
website : [www.ms-ins.com.my](http://www.ms-ins.com.my)

### PULAU PINANG BRANCH

Tingkat 15A, Plaza MWE, No. 8, Lebuhr Farquhar, 10200 Pulau Pinang.  
Tel: 04-2642828 Fax: 04-2642829  
e-mail : [msipg@po.jaring.my](mailto:msipg@po.jaring.my)

### JOHOR BAHRU BRANCH

Level 7, Unit 7B, Menara Ansar, No. 65, Jalan Trus, 80000 Johor Bahru, Johor.  
Tel: 07-2763100 Fax: 07-2763800  
e-mail : [msijb@po.jaring.my](mailto:msijb@po.jaring.my)

### MELAKA BRANCH

No. 23, Jalan Melaka Raya 21, Taman Melaka Raya, 75000 Melaka.  
Tel: 06-2831335 Fax: 06-2840331  
e-mail : [msiml@po.jaring.my](mailto:msiml@po.jaring.my)

### IPOH BRANCH

Intan Business Centre 2, Unit No. B-3-1, 3rd Floor, Jalan Burung Belibis,  
Bandar Baru Medan Ipoh, 31400 Ipoh, Perak  
Tel: 05-5481319 Fax: 05-5479777  
e-mail : [msiip@po.jaring.my](mailto:msiip@po.jaring.my)

### KUANTAN BRANCH

No. A-45 & A-47, Ground Floor, Lorong Tun Ismail 12, Sri Dagangan 2,  
25000 Kuantan, Pahang Darul Makmur.  
Tel: 09-515 7501 Fax: 09-515 7502  
e-mail : [msikn@po.jaring.my](mailto:msikn@po.jaring.my)

### KUCHING BRANCH

Level 3 & 4, Sublot 15, Al-Idrus Commercial Centre, Jalan Satok, 93400 Kuching, Sarawak  
Tel: 082-230429 Fax: 082-243209  
e-mail : [msikg@po.jaring.my](mailto:msikg@po.jaring.my)

---

#### NOTICE TO ALL POLICYHOLDERS / NOTIS KEPADA SEMUA PEMEGANG POLISI

(Regarding Insurance Mediation Bureau and Customer Services Bureau) / (Berkaitan dengan Biro Penyelesaian Insurans dan Biro Perkhidmatan Pelanggan)

The following bodies are authorised to oversee public enquiries and complaints on insurance related matters.  
Badan berkanun berikut disahkan untuk melayani sebarang pertanyaan dan aduan yang berkaitan dengan insurans.

You can contact them for assistance at :-  
Anda boleh menghubungi mereka di :-

#### THE FINANCIAL MEDIATION BUREAU

Level 25, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
Tel : 03-22742811 Fax: 03-22745752  
Website : [www.fmb.org.my](http://www.fmb.org.my)

(for claims matters only / berkaitan dengan tuntutan insurans sahaja)

#### CUSTOMER SERVICES BUREAU

Pengarah Jabatan Pengawalan Insurans  
Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur  
Tel : 03-2698 8044

#### CUSTOMER SERVICE DEPARTMENT

(Complaints Section)

Level 22 , Menara Weld, No. 76, Jalan Raja Chulan, 50200 Kuala Lumpur, Malaysia.  
Tel: 03-2050 8228 Fax: 03-2070 1454  
e-mail: [customerservice@ms-ins.com.my](mailto:customerservice@ms-ins.com.my)  
website : [www.ms-ins.com.my](http://www.ms-ins.com.my)

**CSE TELEMATICS INSURANCE  
MASTER POLICY**

**OUR AGREEMENT**

In consideration of CSE Automotive Technologies Sdn Bhd (hereinafter called "the Insured") named in the Policy Schedule has made or applied to Mitsui Sumitomo Insurance (Malaysia) Berhad (hereinafter called "the Insurer") a written proposal which is the basis of the contract and has agreed to paid to the Insurer the premium stated in the Policy Schedule, the Insurer agrees to compensate the Insured and his Subscriber in the manner and to the extent described in this Policy occurring during the Period of Insurance subject to the terms, conditions and exclusions contained herein or endorsed hereon.

**DEFINITION**

- (a) "CSE Telematics System" shall mean a vehicle security device complete with GSM/GPS vehicle tracking and theft management system fitted to a vehicle serviced by the Insured
- (b) "Recovery Period" shall mean the time of stolen vehicle reported to police until the time the vehicle is recovered and returned to the Police.
- (c) "Recovery Expenses" shall mean the cost for search and investigation incurred to track and recover the stolen or robbed vehicle by the Recovery Team.
- (d) "Recovery Team" shall mean Insured's trained personnel that help and keep the police informed of the stolen or robbed vehicle whereabouts for faster recovery.
- (e) "Monitoring Station" shall mean 24 hours Call Centre equipped with Satellite Vehicle tracking System operated by the Insured.
- (f) "Subscriber" shall mean a registered vehicle owner who has subscribed for the CobraConnex Traffic Based Services Package.
- (g) "Vehicle" shall mean a vehicle equipped with the CSE Telematics System.
- (h) "Authorized Driver" shall mean any other person who is driving the Vehicle on the Subscriber's order or with his or her permission.

**COMPENSATION TO SUBSCRIBER**

The Insurer will pay the Subscriber the following lump sum compensation in the event that the Vehicle being stolen or robbed :-

<b><u>Recovery Period</u></b>	<b><u>Amount of Compensation</u></b>
If vehicle is recovered within seventy-two (72) hours from the time of reported theft or robbery to the Police.	RM2,000.00
Or	
If vehicle is recovered / not recovered after seventy-two (72) hours from the time of reported theft or robbery to the Police.	RM10,000.00

Provided always that the maximum amount of compensation payable in respect of the above event(s) shall not exceed RM10,000.00 during any one occurrence or any one period of insurance.

**COMPENSATION TO THE INSURED**

The Insurer will pay the Insured the following expenses incurred for a covered claim or event under this Policy:-

- (1) A lump sum amount of RM2,000.00 in respect of Recovery Expenses.
- (2) The cost of replacement and / or repairs to the damaged CSE Telematics System in consequence of theft or robbery or attempt thereat or accidental damage or misfortune while in the covered Vehicle. Provided always that the maximum Limit of Indemnity of the Insurer for all causes shall not exceed RM3,000.00 on any one occurrence or any one period of insurance per covered vehicle. The Insurer shall not be liable for the first RM300.00 for each and every covered loss.

**EXCLUSIONS**

The Insurer shall not be liable for any compensation under this Policy directly or indirectly due to or arising or resulting from or contributed by the following: -

- (a) consequential losses of any nature
- (b) the loss of use of the Vehicle
- (c) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdown, equipment or computer malfunction, failure and breakage, damage to the tyres of the Vehicle
- (d) loss to the Vehicle being used for an unlawful or illegal purpose
- (e) loss to the Vehicle whilst being driven by any person other than an authorized driver or a person on Subscriber order or permission
- (f) loss caused by voluntary parting of the Vehicle by the Subscriber or other to whom the Vehicle may be entrusted if induced to do so by a fraudulent scheme, trick, device or false pretense
- (g) if the Subscriber or any authorized driver drives the Vehicle under the influence of alcohol or drugs
- (h) loss caused by war, acts of terrorism, strike, riot, civil commotion
- (i) failure to maintain the terms of the Service Agreement with the Insured for whatever reasons
- (j) if in the event of any accident or breakdown, the Vehicle is left unattended without proper precaution being taken to prevent theft or robbery
- (k) any theft or robbery happens outside of Peninsular Malaysia
- (l) fines, penalties, punitive damages

**CONDITIONS**

The conditions, which appear in the Policy or in any Endorsement, are part of the contract and must be complied with. There are where their nature permits conditions precedent to the right to claim from the Insurer.

**1. Membership**

The Subscriber must be a valid subscriber of CobraConnex Services at the time of a covered claim or loss.

**2. Duty of Disclosure**

The Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact by the Insured or the Subscriber.

**3. Notice**

All notices required to be given by the Insured to the Insurer must be in writing addressed to the Insurer and no alteration in the terms of this Policy nor any endorsement hereon will be held valid unless the same is signed or initialed by an authorised representative of the Insurer.

#### 4. Declaration

This is an Open Contract Insurance Policy issued to CSE Automotive Technologies Sdn Bhd covering their valid Subscribers who had signed up for the CobraConnex Traffic Based Services Package during the period of insurance.

At the end of each month the Insured will submit to the Insurer a bordereaux of all Subscribers for which insurance has been bound in accordance to the Service Agreement, such a bordereaux shall include the following:-

- (a) Subscriber's Name
- (b) Identity Card No / Passport No
- (c) Vehicle Registration No.
- (d) Activation Date or Effective Date of Cover

The Insured shall pay to the Insurer upon demand premium calculated according to the agreed premium as specified in the Policy Schedule. The Insured shall keep an accurate record containing all particulars of all their Subscribers relating to this Policy and shall at all times allow the Insurer to inspect such records.

#### 5. Advice of Loss

All theft or robbery of Vehicle must be reported to the Police as required by Law. In the event of theft or robbery occurred which may give rise to a claim under this Policy, the Subscriber or any authorized driver must without undue delay make a report to the Monitoring Station and the Police.

Insurer must be notified in writing with full details as soon as possible after an event which may become the subject of a claim under this Policy. The Subscriber and / or authorized driver must cooperate with the Authorities, Recovery Team and Insurer's Representative in the investigation of the stolen or robbed vehicle.

#### 6. Cancellation

The Insurer shall not be bound to renew this Policy or send any notice of the renewal premium becoming due. The Insurer shall at any time by giving fourteen (14) days notice to the Insured by Registered Letter at the Insured's address as last known to the Insurer be at liberty to determine and cancel the Policy and providing that no claim has arisen during the then current period of insurance the Insurer shall on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance.

The Insured may cancel this Policy at any time by giving written notice of cancellation to the Insurer and in such an event provided no claim has been paid under the policy; the Company will return a portion of the premium at the Insurer's customary short period rates for the unexpired Period of Insurance.

#### 7. Protection

The Subscriber or any authorized driver shall take all reasonable precautions to safeguard the Vehicle from theft or robbery at all times. The Subscriber or any authorized driver must always secure the Vehicle, even if parking for brief periods by removing keys from the ignition, locking the doors, closing all windows and parking in a well-lit area.

#### 8. Condition Precedent

The due observation and fulfillment of the terms provisos conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured or the Subscriber under this Policy and the truth of the statements shall be conditions precedent to any payment under this Policy.

#### 9. Document

All certificates, purchase invoice, information and evidence required by the Insurer shall be furnished at the expense of the Insured or the Subscriber and shall be in such form and of such nature as the Insurer may prescribe.

**10. Arbitration**

All differences arising out of this Policy shall be referred to the decisions of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurer.

If the Insurer shall disclaim liability to the Insured or the Insured's legal personal representatives or any Subscriber for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**11. Written Consent**

No claim shall be recoverable hereunder if the benefit of the contract herein contained shall become vested in any person other than the Insured unless written consent of the Insurer has been first obtained.

**12. Misrepresentation**

The Insured or the Subscriber must not make any fraudulent, false or exaggerated claims, otherwise the Insurer shall be under no obligation to make any payment under this Policy. If the Insured or the Subscriber or anyone acting for their behalf makes a claim under this Policy knowing the claim to be dishonest or exaggerated in any way, the Insurer will not pay the claim and all benefits under this Policy shall cease immediately. The Insurer reserves the right to notify the police of any such claim.

**13. Minimum Premium**

No insurance may be granted or renewed for a premium less than RM 50.00 after deduction of any allowance or discount permitted by the Insurer.

**14. Premium Warranty**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer within sixty (60) days from the inception date of this Policy / endorsement / renewal certificate. If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro rata premium for the period they have been on risk. Where the premium payable pursuant to this Warranty is received by an authorized agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this Warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Insurer.

Jacket Code : AAR04