

Your Senang Sikit Protection Program!



YOUR PURCHASED ITEM IS NOW PROTECTED!

Thank you for choosing SenangSikit(All Risk Insurance)

This document provides details of the protection and relevant terms and conditions for the new item you purchased. Should you have any questions about our services, please register & login to our customer portal via senangsikit.my using your GHL Merchant ID for GHL Merchants and GHL Transaction Ref for customers

(All Risk Insurance)

SenangSikit Item Protection Program (“Program”)

1. Purchases Covered:

- Electrical Shop
- Car Accessories
- Handphone/Gadgets
- Footwear
- Fashionware
- Optical Wear
- Furniture
- Bicycle
- Camera & Photographic

2. Excess Fee Table:

Industries	Excess Fee for Replacement (RM)
Electrical shop	2.5 % subject to minimum RM50 per claim per item
Car Accessories	2.5 % subject to minimum RM 50 per claim per item
Hand Phone/ Gadgets	2.5 % subject to minimum RM 50 per claim per item
Footwear	2.5 % subject to minimum RM 50 per claim per item
Fashionwear	2.5 % subject to minimum RM50 per claim per item
Optical wears	2.5 % subject to minimum RM50 per claim per item
Furniture	2.5 % subject to minimum RM50 per claim per item
Bicycle	3.5 % subject to minimum RM750 per claim per item
Camera & Photographic	2.5 % subject to minimum RM50 per claim per item

This Program provides an All-Risks’ insurance that covers the policyholder’s item against Accidental Damage excluding Liquid Damage and theft. The Program also provides Online Assistance via the Senang Portal in respect of the purchases listed above.

The Program is underwritten by The Pacific Insurance Berhad (“Insurance Provider”). For any enquiries regarding the coverage, please visit the website at senangsikit.my or may email us at melisa.tan@senangpks.com.my Note: A summary of Terms and Conditions of Senang SikitProtection Program is provided hereunder .

This is a summary of the terms and conditions of the cover available under Senang Sikit Protection Program (“Protection”).

3. ELIGIBILITY

- Purchasers of new items over the age of eighteen (18) years old and residing in Malaysia ONLY
- Applicable for Malaysian individual and corporates
- Can be purchased by Non-Malaysian subject to they having a valid visa

4. COVERAGE

- Accidental Damage (excluding Liquid Damage)
 - To indemnify the Customer against Accidental Damage (excluding Liquid Damage) to the items due to external causes as defined except where specifically excluded by this Protection.
 - Theft and Misplacement are excluded
 - All Risks Policy under this Protection in respect of any one claim made shall not exceed the total Replacement Price of the listed categories of purchase.

5. EXCLUSIONS

Provided always that Insurance Provider shall not be liable in respect of:

1. Loss or damage directly or indirectly occasioned by or through or in consequence of :
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not);
 - (b) Civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising military, insurrection, rebellion, revolution, conspiracy, military or usurped power.
 - (c) Martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - (d) Any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the occurrence.
2. Any consequence of strike or riot.
3. Theft of any kind or misplacement of item insured.
4. Loss or damage arising from wear and tear, gradual deterioration, depreciation, mechanical or electrical failure, breakdown or derangement, overheating, rusting, oxidation and discoloration, moth, vermin , any process of cleaning, dyeing, repairing or restoring or from adjustment, repair or dismantling of any part whilst removed from its normal working position, action of light, atmospheric or climatic conditions (other than lightning).
5. Breakage or scratching of glass or other substances of a brittle or fragile nature, chipping, cracking, denting not due to fire or accident.
6. Loss or damage arising from detention, confiscation, destruction or requisition by Custom House or other Officials or Authorities or by seizure or sale under any process of Law or abandonment of the Property Insured.
7. Any loss or destruction or damage or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity, from any nuclear fuel or from any nuclear waste , from the combustion

of nuclear fuel solely for the purpose of this exclusion , combustion shall include any self-sustaining process of nuclear fission.

8. Any loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
9. Caused by the willful or dishonest act of the Insured's employees or with the connivance of the Insured or the dishonest act of any person to whom the property is entrusted.
10. Any liquid related damage, but only applicable to handphone(s) and gadget(s), fashionwear and furniture as defined above.
11. Act of Terrorism.

6. GENERAL CONDITIONS

Each of the conditions herein will be viewed separately and independently from the others. The invalidity of any part of a condition will not affect the validity of any other part.

✓ **Effective Date**

The effective date of this Protection is as stated on the certificate of insurance.

✓ **Currency of Payment**

All amounts payable either to or by Insurance provider shall be payable in Malaysian Ringgit.

✓ **Notice of Claim**

Customer must immediately notify to the Insurance Provider of any damage due to Accidental Damage to register a Claim by notifying insurance provider via the [portal](#), within seven (7) days of the Incident; The Customer shall provide all necessary information and assistance to enable the Insurance Provider to settle any of the Claims. Failure to comply with this condition may prejudice the Claims. Filing a false or fraudulent Claim may lead to police investigation and resulting in the Insurance Provider repudiating the claim.

✓ **Limitation of Claims**

Claim can only be made once irrespective of the value of the item insured. No benefit shall be payable for any claim filed to the Insurance Provider beyond a period of fourteen (14) days from the date of the accident.

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7. Proof of Claim

The Customer shall provide all documentary proof of claim, which may include police report, whether written or otherwise to support the nature of Claim within thirty (30) days from the date of notification to @ portal.

In the case of a Damaged Item, the Customer is required to provide the Damage Item to Senang-GHL's Supplier/Merchant ("Supplier/Merchant") before any replacement can be made. Customer is required to provide all documents, affidavit information and evidence in the form and nature as required. If Supplier/Merchant has not received such proof of loss within thirty (30) days from the date of accident, the Insurance Provider shall be discharged from all obligations hereunder.

8. Salvage

The Insurance Provider through Senang-GHL's Supplier/ Merchant shall be entitled:

- a. on the happening of loss or damage to the Item covered, to take and keep possession of the Item damaged/recovered and to deal with the salvage in a reasonable manner; and
- b. to undertake in the name and on behalf of the Customer the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit in the name of Customer to recover compensation or secure indemnity from any third party in respect of anything covered by this Protection. Customer is required to provide all necessary information, documents and reasonable assistance to Supplier/Merchant .

9. Receipts

The Insurance Provider shall not be committed by any notice of any trust, charge, lien, assignment or other dealing with the Protection and the receipt of the Customer for any compensation payable herein shall in all cases be effectual discharge of their liability.

10. To Whom Indemnities are Payable

All claim settlements under this Protection will be paid to authorized repairers or suppliers of the Insurance Provider depending on the cover for which reimbursement is being made and will always be subjected to the Limit(s) and Excess as specified in the Protection.

11. Legal Proceedings

No action at law or in equity shall be brought to recover on this Protection prior to the expiration of thirty (30) days after written proof of loss has been filed in accordance with the requirements of this Protection nor shall such action be brought at all unless brought after thirty (30) days from the expiration of the time within which the written proof of loss is required by the Protection.

12. Mis-Representation in Application

The benefits shall not be payable, and the Protection shall be considered voidable at the option of Insurance provider:

- a. in the event that there has been a failure to disclose or any misrepresentation of any fact with respect to any Customer that is material to the Protection provided hereunder which is required to be furnished as evidence of insurability; and/or
- b. in all cases of fraud.

Customers are to take note of their duty of disclosure as provided:

Duty of Disclosure

A. Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes unrelated to **Your** trade, business or profession, **You** had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this insurance) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of insurance, refusal or reduction of Your claim(s), change of terms or termination of **Your** contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013. **You** were also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell **us** immediately if at any time after **Your** contract of insurance has been entered, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

B. Non-Consumer Insurance Contracts

Where **You** have applied for this Insurance wholly for purposes related to **Your** trade, business or profession, **You** had a duty to disclose any matter that **You** know to be relevant to **Our** 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 **Your** contract of insurance, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of insurance.

You also have a duty to tell **us** immediately if at any time after **Your** contract of insurance has been entered, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this insurance) is inaccurate or has changed.

13. Termination of Coverage

This Protection shall terminate automatically at the earliest occurrence of the following events:

- a. seven (7) days after the commencement of the Protection Period due to non payment of premium; or
- b. the Protection is cancelled by the Insurance Provider in accordance with the provisions, hereunder on the dates specified therein,
- c. A claim is successfully made on the Protection, or
- d. The expiry date of the Protection issued to the Customer.

14. Cancellation

The Customer can cancel the Protection only in the first 14 days during its currency by serving to the Insurance Provider and/or Senang a seven (7) days' notice in writing.

15. Arbitration Clause

- (a) Any dispute, difference or question arising at any time hereafter between the Insurance Provider and/or Senang-GHL and the Customer or their/his/her legal personal representatives in relation to the true construction of the Protection or the settlement amount can refer to arbitration in Malaysia and Malaysia laws will apply thereto.
- (b) The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the disputing parties shall be bound by the appointment of the arbitrator in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification or re-enactment thereof for the time being in force

16. Notices

All notices given by the Customer to the Insurance provider must be in writing and addressed to Senang with “SenangSikit Protection Program” clearly indicated on the notice.

17. Duty of the Customer

Customer shall take all reasonable precautions to always safeguard and for the protection of the insured item(s) during the insurance period.

18. Changes and Alterations to the Item

The Customer is required to notify Senang in the event of any Material Changes to the insured Item in the Protection. The benefits and entitlements under the Protection will end immediately if any of the following conditions apply: -

- a. The Customer sells or transfers the ownership of their/his/her Item in any way;
- b. The Item is modified or altered in any way, or the electronic identity of the Item is altered; or The Customer changes his/her Item for any reason other than under a manufacturer's warranty exchange scheme or having made a Claim under this Protection with any retailer or organization other than Participating Suppliers / Merchants

19. Settlement Options

The Insurance Provider through Senang shall be at liberty to determine as appropriate, whether to repair or replace the damaged item. In cases where Senang repairs or replaces the item the following may be applied:

- a. replacement with a different model of equal performance to the damaged item.
- b. replaced item is of a different manufacturer.
- c. replaced item of similar features and functions as the Damaged or Stolen item but not identical and of similarity in efficacy.

In the event a claim is successfully made to the item, the Protection will cease accordingly.

20. Other Insurance

This Protection does not cover any Accidental Damage to the insured Item, which is also covered under a more specific policy subscribed to by the Customer with another insurer.

21. Law and Jurisdiction

In accordance with the Law and Jurisdiction of Malaysia.

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Words That Have A Special Meaning

Some of the words in this Protection have special meanings. These words and their meaning are listed below.

1. Accident/Accidental

An involuntary, external forcible and violent event that gives rise to damage that is unforeseen, fortuitous, and not premeditated and occurs independently of all other causes. Such Accident shall deem to exclude Theft and misplacement.

2. Protection

The Protection which shows details such as the Customer name, the make and model of the item covered. It forms part of this Protection and Customer must read it with the terms and conditions of this Protection

3. Claim(s)

Shall mean a claim for any of the entitlements and benefits under this Protection. Such claim shall be filed to Senang-GHL and the Participating Supplier/Merchant. Insurance provider shall assess and settle any Claims by paying the Participating Supplier/Merchant who has successfully repaired, replaced or provided the necessary services to the Customer.

4. Damage(d)

Physical breakage, damages, and destruction due to an accident to the Customer item (excluding liquid damage).

5. Date of Accident

The date when the Accidental Damage (excluding Liquid Damage) occurs.

6. Excess

Shall mean the amount that the Customer is required to pay towards the claim as provided in the certificate.

7. Fees

The sum of money that the Customer agrees to pay under this Protection in return for the stated entitlements and benefits.

8. Customer

The individual(s) named on the Certificate and registered for the Protection program. This Protection shall cover items listed in the Purchases covered whilst used by the Customer.

9. Limit(s)

The maximum amount payable under this Protection on per claim basis and limited to one claim during the Period of Cover. In cases of replacement or repair of the item; the Replacement Price or the repair cost as provided by Participating Supplier/Merchant and approved by the Insurance Provider.

10. Material Changes

Any change which affects the functionality of the covered Item, either enhancing its capabilities or negatively affecting its capabilities to an extent it no longer able to meet the manufacturer's specifications.

11. Period of Protection

Any period but not more than 12 months for which the Customer has agreed to purchase this Protection.

12. Protection

Shall mean the Your Item Protection Program (or SenangSikit Insurance) where benefits and entitlements are selected by the Customer.

13. Replacement Price

The market value of an insured item of the same make and model or any other replacement item with similar technical and functional capabilities should there be no available stock of the insured item., at the date of replacement provided that such replacement price shall not exceed the value of the market value of the insured item when it was first purchased by the Customer.

14. Territorial Limits

Within Malaysia

NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010 PERSONAL DATA PROTECTION ACT 2010

Dear Customers,

By giving Your personal information **You** give **Us** permission for its use as described below:

- i. To process **Your** personal data with the intention of entering into this Protection which includes the contract of insurance.
- ii. The personal data processed by us may include your name, national identity card number, contact number and address including your sensitive personal data (if any) provided by you in the documents as prescribed in paragraph 4 of this notice.
- iii. **You** consent and allow **Us** to retain the data and if required, to share the data with **Our** service provider namely,
 - a) Registered licensed Adjuster,
 - b) Solicitors, and any other professional body(ies) for the purpose of fulfillment of the insurance contract,
 - c) Insurance agency, Service Provider, Insurer and Reinsurer,
 - d) ISM Insurance Services Malaysia Bhd.
 - e) Other organization that we think is necessary for the purpose of this contract of insurance
- iv. You are also informed here of Your rights to obtain access to Your given personal data and to request correction of Your personal data. You may contact Senang-GHL by way of sending us a email to the available email addresses.
- v. You may also make inquiries, complaints or request for access to or update and correction of your personal data or limit the processing of your personal data at any time hereafter by login to our portal at senangsikit.my
- vi. Accordingly, we trust that you will consent and agree to the terms above with respect to our processing of your Personal Data. If we do not receive any response from you on the above, we shall assume that you are agreeable to the same.

Notice : In accordance to the provision of the Personal Data Protection Act 2010, **You** may login into our portal to update the details of **Your** personal data . Such information will only be granted after verification. **You** may update/correct the data by providing **Us** in writing.

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