



# PACIFIC & ORIENT INSURANCE CO. BERHAD (No.12557-W)

A Member Of The Pacific & Orient Group  
Internet: www.pacific-orient.com / https://www.pno-ins.com



## HEAD OFFICE

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Telephone: +603-2698 5033 Fax: +603-2693 8145 Toll Free: 1-800-88-2121

## BRANCH

Johor Bahru  
Melaka  
Ipoh  
Penang  
Kuching  
Kuantan  
Kota Kinabalu

Suite 905, 9th Floor, Johor Tower, No.15 Jalan Gereja, 80100, Johor Bahru, Johor, Malaysia Tel: 07-222 2537 Fax: 07-224 5631  
No.2, Jalan PM7, Plaza Mahkota, Bandar Hilir, 75000 Melaka, Malaysia Tel: 06 -284 8298 Fax: 06-284 9619  
75, Jalan Raja Ekram, 30450 Ipoh, Perak, Malaysia Tel: 05-255 0370 Fax: 05-253 2943  
66, Jalan Zainal Abidin, 10400 Pulau Pinang Tel: 04-2278 355 Fax: 04-2278 343  
Lot 262, 1st Floor, Jalan Haji Taha, 93400 Kuching, Sarawak, Malaysia Tel: 082-239 019 Fax: 082-232 462  
B-62, Lorong Tun Ismail 8, Sri Dagangan 2, Jalan Tun Ismail, 25000 Kuantan, Pahang Tel: 09-514 6332 Fax: 09-516 2858  
Unit 10-1, (Lot 12) Block B, Inanam Business Centre, 88450 Inanam, Kota Kinabalu, Sabah, Malaysia Tel: 088-389 927 Fax: 088-387 927

## BUSINESS CENTRES

Sungai Petani  
Sungai Besi

No.85 Jalan 1A 1st & 2nd Floor, Pusat Perniagaan Pekan Lama 08000 Sungai Petani, Kedah. Tel: 04-423 1425 Fax:04-423 1260  
165-3-1, Wisma Mutiara, Jalan Sungai Besi, 57100 Kuala Lumpur, Malaysia. Tel: 03-9223 0646 Fax: 03-9222 3914

## **MONEY IN TRANSIT POLICY**

### NOTICE

**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.**

**WHEREAS** the Insured named in the Schedule hereto has made to **PACIFIC & ORIENT INSURANCE CO. BERHAD** ( hereinafter called "the Company" ) a written Proposal and Declaration which the Insured has agreed deemed to be of a promissory nature and effect and the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the aforesaid Schedule as consideration for the Indemnity hereinafter contained.

**NOW THIS POLICY WITNESSETH** that subject to the terms and conditions contained herein or endorsed hereon the Company will indemnify the Insured against:-

Loss of Money i.e. Cash Bank Notes Currency Notes Cheques Postal Postal Orders or Money Orders by any cause whatsoever in the Circumstances or Situation described in the Schedule actually occurring during the Period of Insurance stated in the Schedule hereto or during any further period for which the Company may accept payment for the renewal of this Policy.

### EXCEPTIONS

The indemnity expressed in this Policy shall not apply to / or include :-

1. Losses due to accounting or clerical errors.
2. Loss of cash entrusted to any person other than the Insured or any employee of the Insured
3. Loss where any member of the Insured's staff is concerned as principal or access
4. Loss for which at the time of its occurrence indemnity is provided by or would but for the existence of this Policy be provided by any other existing Policy or Policies except in respect of any excess beyond the amount which would have provided by any other existing Policy or Policies had this insurance not been effected.
5. Any loss directly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with Earthquake Volcanic Eruption Flood Typhoon Hurricane Tornado Cyclone or other convulsion of nature or atmospheric disturbance War Invasion the Act of Foreign Enemy Hostilities or Warlike operations ( whether war be declared or not ) Mutiny Riot Civil Commotion Insurrection Rebellion Revolution Conspiracy Military Naval or Usurped power 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 or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the loss arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences of any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such claim.
6. Unless specific insured this policy does not cover Deeds, Bonds, Bills of Exchange, Cheques, Promissory Notes, Securities for Money, Stamp, Manuscripts, Medals, Coins, Rare Books, Books of Account, or Documents of Titles to Goods.

## **IMPORTANT**

**The Policyholder shall read this Policy carefully, and if any error or misdescription be found herein or if the cover were not in accordance with the wishes of the Policyholder, advice should at once be given to the Company and the Policy returned for attention.**

## CONDITIONS

1. The due observance and fulfillment of the terms, conditions, and endorsements of this Policy, in so far as they relate to anything to be done or complied with by the Insured, shall be conditions precedent to any liability of the company to make any payment under this Policy.
2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or duly authorised representative of the Company shall have been issued therefor.
3. All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this Policy was issued and notice or knowledge of anything relating to this policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialled by an authorized representative of the Company.
4. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any be determined at the option of the Company, give seven ( 7 ) day's notice to the insured by Registered Letter at the Insured 's address as last known to the company, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired for the unexpired term from the date of the cancellation.
5. The Insured shall take all reasonable precautions for the safety of the property insured and upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall immediately upon becoming aware of any such event give notice:-
  - a) to the Police and take all practicable steps to discover and punish the guilt person or persons and the trace and recover the lost property.
  - b) to the Company and within seven days thereafter deliver to the Company a claim in writing and supply all such detailed particulars and proofs as may be reasonably required by the Company.
6. The Company may at any time at its own expense use all legal means in the name of the Insured for recover of any of the property lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. Any money recovered after the settlement of any claim hereunder shall be the property of the Company not exceeding however the amount paid by the Company in respect of such claim.
7. The Premium hereunder and all Renewal Premium that may be accepted in respect in respect of the transit risks are to be regulated by the amount of money as described in the Schedule covered during the current period of Insurance. A proper record shall be kept in the books of the Insured of all such money in transit so insured. The Insured shall at all times allow the Company to inspect such books and within 30 days from the expiry of each Period of Insurance shall supply the Company with a correct account of all such money in transit insured by this Policy during the said period. If the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
8. If at the time of the happening of any loss covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the property insured whether effected the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss.
9. Nothing contained herein shall give rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the Insurance to be continued.
10. If the proposal of declaration of the Insured is untrue in any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or is this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of thesecases, this Policy shall be void.
11. If any difference arises as to the amount of the Company's liability under this Policy, such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by both parties or if they cannot agree upon a single Arbitrator, or the decision of two Arbitrators of whom one shall be appointed in writing by each of the parties and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who have been appointed in writing by the Arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the Company 's liability under this Policy.
12. In no case whatever shall be Company be liable for any loss after the expiration of twelve months from the happening of the loss unless the claim is the subject of pending courtaction or arbitration.

### PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the preium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy/Endorsement/Renewal Cretificate.

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

Where the preium 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 is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the on us of proving that the preium payable was received by a person including an Insurance Agent, who was not authorized to receive such preium shall lie on the insurer.

### IMPORTANT NOTICE

Your attention is drawn to the 60 days premium warranty attached to the policy.

By this warranty, the insurance policy is automatically cancelled unless the full preium is paid to the insurer within 60 days from the commencement date of cover. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you make full payment of the premium to your broker as soon aspossible and in any case within the 60 days period of the preium warranty so as to enable your broker to remit the premiums early to your insurer. You are advised to request your broker to furnish you with the broker's and insurer's receipt on the premium that you paid.

**Disputes can be referred to Financial Mediation Bureau (FMB) Tel No : 03-2272 2811**