

Policy

# Smart Shield Package Insurance



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**IN CONSIDERATION** of the Insured named in the Schedule hereto paying to **Allianz General Insurance Company (Malaysia) Berhad (735426-V)** (hereinafter called "the Company") the Premium mentioned in the said Schedule, the Company agrees subject to the Terms and Conditions contained herein or endorsed or otherwise expressed under each Section, the Company will pay or make good or indemnify the Insured for loss or damage of Insured's property or legal liability against the third party as further described by each Section which happen during the policy period stated in the Schedule or during further period as agreed by the Company provided that the limit in no case exceed the sum insured stated in the Schedule or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

## SECTION 1 – FIRE

The Company agrees that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING, the Company will pay or make good to the Insured the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damage.

**PROVIDED THAT** 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.

## Conditions

1. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.
2. All insurance under this Policy
  - (1) on any building or part of any building,
  - (2) on any property contained in any building,
  - (3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

**PROVIDED** that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

**AND PROVIDED** that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

- 3(1). This insurance does not cover:
  - (a) Loss by theft during or after the occurrence of a fire.
  - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 6(f)] or by its undergoing any heating or drying process.

- (c) Loss or damage occasioned by or through or in consequence of
  - (1) The burning of property by order of any public authority
  - (2) Subterranean Fire
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

- 3(2). This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 3(2) only combustion shall include any self-sustaining process of nuclear fission.

4. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
  - (a) Earthquake, volcanic eruption or other convulsion of nature.
  - (b) Typhoon, hurricane, tornado, cyclone, or other atmospheric disturbance.
  - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military 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.
  - (e) Any act of terrorism

For this purpose 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.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

5. This insurance does not cover any liability for:

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

  - (i) pollution or contamination which itself results from a contingency hereby insured against.
  - (ii) any contingency hereby insured against which itself results from pollution or contamination.
6. Unless otherwise expressly stated in the Policy this Insurance does not cover:
  - (a) Goods held in trust or on commission.
  - (b) Bullion or unset precious stones.
  - (c) Any curiosity or work of art for an amount exceeding RM500/-.
  - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
  - (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.
  - (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
  - (g) Explosives.

- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
  - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.
7. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:
- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
  - (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
  - (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
  - (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
  - (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

8. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

9. The insurance under this policy extends to include:-
- (a) wages of the Insured's employees other than full-time members of a Works Fire Brigade.
  - (b) the cost of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
  - (c) Fire Brigade charges.

Provided always that the liability of the Company in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

10. On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-
- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
  - (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
  - (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

11. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of General Condition 7 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.
12. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

13. In the event of a loss to the property insured (other than stock and building item) herein, the Company shall pay the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the policy. For the purpose of this condition, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Financial Services Act 2013 or Registered Valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster licensed under the Financial Services Act 2013 or Registered Valuer under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

14. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
15. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.
16. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

## Warranties

### (Not included unless specified in the schedule)

#### RW.01 Restriction Of Merchandise Warranty

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

#### RW. 01C Restriction Of Merchandise Warranty (Not exceeding 20% of total floor area)

Warranted that during the currency of this Policy not more than 20% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

#### RW. 03A Storage Of Hazardous Goods Warranty A

Warranted that during the currency of this Policy, storage in the premises of the following materials is permitted only up to the limit of quantities stated below, namely:-

- |      |   |  |
|------|---|--|
| i)   | All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93°C (200°F)  | 3600 Litres<br>(800 gallons)                   |
| ii)  | All liquids including petrols giving off flammable vapour with flashpoint below 38°C (100°F)  | 900 Litres<br>(200 gallons)                    |
| iii) | Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials such as silane, sulphur, etc. and active materials such as magnesium sodium, etc. | 30kg or 4 cases or cartons whichever is higher |

## Clauses And Endorsements

### (Not included unless specified in the schedule)

#### RC. 01A Temporary Removal Clause - Contents of Private Dwellings

The property insured under this Policy is covered whilst temporarily removed including whilst in transit but remaining in Malaysia, the Republic of Singapore or Brunei Darussalam for an amount not exceeding 15% of the sum insured under (each item of) this Policy.

The amount recoverable under this extension in respect of (each item of) the policy shall not exceed the amount which would have been recoverable had the loss occurred in the premises from which the property was temporarily removed.

This extension does not apply to property in so far as it is otherwise insured nor to property removed for sale or exhibition or to a furniture depository.

#### RC. 02A Removal Of Debris (with separate sum insured)

The insurance by this item is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in the:-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

#### RC. 02B Removal Of Debris (without separate sum insured)

The insurance hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Company in the:-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Item(s) above this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or Ringgit Malaysia Two Million (RM2,000,000) in aggregate any one loss, whichever is lower.

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

Provided always the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

#### RC. 03A Architect's Surveyor's And Consultant's Fees (with separate sum insured)

The insurance by this item(s) is in respect of Architects's Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the sum insured on this item(s).

## RC. 03B Architect's, Surveyor's, Engineer's and Consultant's Fees (without separate sum insured)

The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

## RC. 04 Other Contents Clause

It is agreed that the term "Other Contents" in so far as they are not otherwise insured is understood to include:-

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding RM1,000.00.
- (b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM1,000.00 in respect of any one document manuscript or business book.
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding RM1,000.00.
- (d) Patterns, models, mould, plans and designs, for an amount, not exceeding RM1,000.00 in respect of any one pattern, model, mould, plan or design.
- (e) Employees' pedal cycles, clothing, tools and personal effects for an amount not exceeding RM1,000.00 in respect of any one Employee.

## RC. 05 Capital Additions Clause (Not applicable to stock-in-trade or merchandise nor to insurances where the total sum insured is less than RM1,500,000).

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property specified in this policy for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM1,000,000 per location whichever is the less.

The Insured undertakes to advise the Company every three months of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

The Clause is inoperative if the declaration of such alterations, additions and improvements is not received by Insurers within ninety (90) days from the date of such alterations, additions and improvements.

For the purpose of this Clause, the inception date under the Premium Warranty shall be deemed to be the date of declaration received by the Company.

**Note:** In the event that there is more than one location, then the limit may be increased to RM2,000,000, this amount being the aggregate limit for all the locations.

## RC. 06A Mortgagee (Chargee) Clause 1

Loss, if any, payable to the party specified in the schedule as Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same.

Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

### Non-Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

**Note:** When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

## RC. 16B Reinstatement Value (Strata Titled Property) Clause

Notwithstanding anything to the contrary contained in Condition 13 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items as stated in the schedule) of the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

## RC. 18 Reinstatement In Compliance With The Requirement Of Public Authorities

Notwithstanding anything to the contrary contained in Condition 13 of the Policy, it is hereby declared and agreed that the insurance by (item as stated in the schedule) this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any Municipal or Local Authority provided that:-

- (1) The amount recoverable under this Extension shall not include:-
  - (a) the cost incurred in complying with any of the aforesaid Regulations or By-Laws:-
    - (i) in respect of destruction or damage occurring prior to the granting of this extension,

- (ii) in respect of destruction or damage not insured by the Policy,
  - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
  - (iv) in respect of undamaged property or undamaged portions of property.
- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen;
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
  - (3) If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
  - (4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
  - (5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

## RC. 27 Internal Removal Clause

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

## RC. 28 Outbuilding Clause

The insurance by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said premises and the insurance by each item under Contents extends to include the contents of each outbuilding.

## RC. 29 Appraisalment Clause

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisalment of the undamaged property shall be required. If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

## RC. 31 Alterations And Repairs Clause

Notwithstanding condition 7(a), workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

## RC. 32 Aggregate Condition Of Average Clause

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within the policy, policy condition 14 of this Policy will apply as though reference to property therein is in respect of all properties of the same insured at the same location insured therein. Accordingly, the sentence "Every item, if more than one, of the Policy shall be separately subject to this condition" appearing in the text of condition 14 is deemed to have been deleted.

## RC. 48 Unvalued Policy Clause

This is an unvalued policy. The onus is on the Insured to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

## NRP. 01 Aircraft Damage Endorsement

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

### SPECIAL CONDITIONS

- (1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
- (2) This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

Subject otherwise to the terms and conditions of the policy.

## NRP. 02 Earthquake And Volcanic Eruption Endorsement

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 4 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.

Provided always that all the Conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Subject otherwise to the terms and conditions of the policy.

## NRP. 03 Storm, Tempest Endorsement

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 4 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.



Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

#### Excess Clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
- (b) RM200.00

whichever shall be the less, as ascertained after the application of any condition of average.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property,
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### SPECIAL CONDITIONS

- (1) The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the Insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
- (2) This endorsement does not extend the insurance under this Policy to cover:-
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 6(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
- (3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
- (4) Unless specifically and separately insured this endorsement does not cover:-
  - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
  - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the Policy.

## NRP. 04 Flood Endorsement

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 4 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

**Note:** Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

#### Excess Clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by the peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:

- (a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
- (b) the first RM2,500.00 of each and every loss.

whichever shall be the less, as ascertained after the application of any condition of average.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property,
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### SPECIAL CONDITIONS

1. This endorsement does not extend the insurance under this Policy to cover:-
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 6(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.



## **NRP. 05C Explosion Endorsement - Non-Industrial Without Boilers**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s) as specified in the schedule of ) this policy shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of the Policy (except in so far as Condition No. 6(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

### **SPECIAL CONDITIONS**

- (1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.

For the purpose of this Condition, 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.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Insurance, the burden of proving that such a loss or damage is covered shall be upon the Insured.

- (2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- (3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

## **NRP. 06B Impact Damage Endorsement - Impact Damage Including Insured's Own Vehicles**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

## **NRP. 07A Bursting Or Overflowing Of Water Tanks Apparatus Or Pipes Endorsement - Building Exceeding 5 Storeys (Including Mezzanine)**

## **NRP. 07B Bursting Or Overflowing Of Water Tanks Apparatus Or Pipes Endorsement - Others**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding:-

- (a) loss or damage caused whilst the premises are untenanted.
- (b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) the first RM1000.00\*\* of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

\*\* Where the sum insured is less than RM50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

### **SPECIAL CONDITIONS**

1. The liability of the Company shall in no case under this endorsement exceed the sum insured by each item of the policy.
2. This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the policy.
3. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

Subject otherwise to the terms and conditions of the policy.

## **NRP. 09 Bush/Lalang Fire Endorsement**

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 6(i) of the Policy, the insurance is extended under Item No. (as specified in the Schedule) to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the Insured's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

## **NRP. 10(I) Subsidence And Landslip Endorsement (Standard Cover)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:-

- (a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates, or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- (b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (c) loss or damage occasioned by happening through, or in consequence of;
  - \* coastal or river erosion.
  - \* demolition, structural alteration or structural repair.
  - \* defective design or inadequate construction of foundations.
- (d) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

## **NRP. 10(II) Subsidence And Landslip Endorsement (Deletion Of Exclusion A)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:-

- (a) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (b) loss or damage occasioned by happening through, or in consequence of;
  - \* coastal or river erosion.
  - \* demolition, structural alteration or structural repair.
  - \* defective design or inadequate construction of foundations.
- (c) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property insured less the amount excluded under (c) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

## **NRP. 12A Riot Strike And Malicious Damage Endorsement - Residential Properties**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under\* this Policy shall extend to cover Riot and Strike Damage which for the purpose of this endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to property insured \*\* directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary housebreaking, theft or larceny or any attempt thereof or caused by any person taking part therein.

### **SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-

#### **Condition 5**

This insurance does not cover:-

- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

#### **Condition 6**

The insurance does not cover any 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), 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) any act of terrorism

For this purpose 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.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

#### Condition 8

Unless otherwise expressly stated in the Policy this insurance does not cover:-

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding RM500.00.
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books or accounts or other business books, or computer systems records.
- (f) Explosives.

#### Condition 11

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

#### Condition 20

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared that:-

- (1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Condition of the Policy shall be deemed to include the perils hereby insured against.
- (2) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

### NRP. 13 Damage By Falling Trees Or Branches And Objects Therefrom Endorsement

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had

been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Policy.

## SECTION 2 – MONEY

The Company will indemnify the Insured against:-

Loss of Money i.e. Cash, Bank Notes, Currency Notes, Cheques, 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

This Policy shall not indemnify the Insured against loss:

- (a) arising from fraud or dishonesty of the Insured's employees.
- (b) due to clerical or accounting errors.
- (c) insured (or which would but for the existence of this Policy be insured) by any fidelity guarantee policy.
- (d) due to depreciation in value.
- (e) from an unattended vehicle.
- (f) through confiscation or destruction by order of any Government or Public Authority.
- (g) arising directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power 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 or damage arose independently and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or in consequence hereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (h) (i) or any expense whatsoever resulting or arising therefrom or any consequential 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- (ii) the indemnity or compensation provided by this Policy shall not apply to nor include any accident loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## Conditions

- 1. The Company may at any time as its own expense use all legal means in the name of the Insured for recovery 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.
- 2. The premium hereunder and all renewal Premiums that may be accepted 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 thirty (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.

3. Nothing contained herein shall give any 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.
4. In no case whatever shall be Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.
5. The due observance and fulfillment of the Terms, Conditions and Endorsements so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answer in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
6. Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of this Policy the Total Sum Insured and the Sums Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sums Insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sums Insured.

## Clauses / Extensions / Warranties

### Damage to Drawer, Safe or Strongroom Extension

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against damage to Drawer, Safe or Strongroom arising from, connected with or traceable to any loss hereby insured.

Provided that the Company has the option to indemnify by payment, reinstatement or repair.

Provided further that the liability of the Company under this extension shall not exceed RM 1,000.00 any one loss or any one period of insurance.

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

### Payment On Accounts Clause

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if desired subject to the company being satisfied with the evidence in support of the claim covered by this policy.

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

### Key Clause

Warranted that this Policy does not cover loss of insured interests from safes or strongrooms following the use of the keys to the said safes or strongrooms unless the said keys are obtained by threats or violence. It is a condition of this that whenever premises are left unattended the keys to the safes or strongrooms and record of the combination numbers are removed from the premises by the Insured or some other responsible person nominated by him.

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

### Personal Effects Clause

It is hereby declared and agreed that the Policy is extended to cover clothing and/or personal effects of the Insured's principals, directors or employees, the Limit of Indemnity under this extension being limited to RM 500.00 in respect of anyone occurrence or number of occurrences

arising directly or indirectly from one source or original cause.

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

### Theft By Deception (Cheating) Clause

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating as defined in the Penal Code is as follows :-

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission caused or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

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

### Criminal Breach Of Trust Clause

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code.

Criminal breach of trust as defined in the Penal Code is as follows :-

"Whoever, being in any manner entrusted with property or with any dominion over Property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust or wilfully suffers any other person so to do, commits criminal breach of trust.

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

### Strike, Riot and Civil Commotion Clause

It is hereby understood and agreed that this Policy shall extend to cover Strike, Riot and Civil Commotion damage which for the purpose of this endorsement shall mean loss of or damage to the property insured directly caused by :

- 1) The act of any person taking part together with others disturbances of the public peace (whether in connection with a strike or lock-out or not) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances.
- 2) The wilful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, 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) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the said provision any loss or damage is not covered by this

insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

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

## SECTION 3 – BURGLARY

The Company shall indemnify the Insured in the event of:-

- A. The Property Insured or any part thereof described and included in the Schedule hereto whilst contained in the Premises described in the said Schedule shall be lost
- (1) By Theft consequent upon actual forcible and violent entry upon the said Premises or committed by any person or persons (other than employees) feloniously concealed thereon, or
  - (2) As a result of armed robbery or robbery with violence
- B. There shall arise any damage to the said Property Insured or to the Premises, falling to be borne by the Insured, due to any such Theft as aforesaid or any attempt thereat

### The Company will pay or make good to the Insured:

- (a) Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or
- (b) The net cost of repairing such damage

but not exceeding in respect of any one item specified in the Schedule the Sum Insured thereon nor in respect of damage to the Premises five per cent of the Total Sum Insured nor in the whole during any one Period of Insurance such Total Sum Insured.

## Exceptions

The Company shall not be liable in respect of:

- (a) Loss or damage due to any such theft as aforesaid or to any attempt thereat by any of the Insured's family, business staff or domestic servants, or any person lawfully on the Premises.
- (b) Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage and/or liability 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 or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (c) Loss of or damage to medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books unless specifically included in the Schedule.
- (d) Loss or damage arising whilst the Premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid.
- (e) (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential 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. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

- (ii) Loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

**Provided Also** that the Premises mentioned in the Schedule shall not include any yard, garden, outbuilding, or other appurtenances unless specifically included in the Schedule hereto.

**Provided Further** that 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 and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Conditions

1. The Insured shall take all reasonable precautions to prevent loss and damage.
2. In the event of a claim for Larceny or Theft the Insured must afford such evidence as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by such Larceny or Theft and is not merely mislaid or missing.
3. The Company may reinstate, repair or replace the property or premises lost or damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other Insurers in so doing in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Company.
4. Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of this Policy the Total Sum Insured and the Sums Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sums Insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sums Insured.
5. If the property Insured shall at the time of any loss or damage covered by this Policy be of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item of the Property Insured shall be separately subject to this Condition.
6. Nothing contained herein shall give any 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.
7. Subject to the relevant duty of disclosure of the Insured, if the proposal or declaration of the Insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if 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 these cases, this Policy may be avoided, claim denied or reduced, terms changed or varied, or contract terminated.

## Clauses / Extensions / Warranty

### First Loss Clause (Without Average)

It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Policy is issued as a first loss insurance on the property as described in the schedule of this section up to an amount of \*as per schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum value of the property insured by this section at any one time preceding twelve (12) months.

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



## Market Value Clause

It is hereby agreed that in the event of a loss to the property insured herein, the limit of indemnity shall be the Insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the Policy.

For the purpose of this clause, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowances for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value of the insured property shall for the purpose of the clause be determined by a valuation obtained by the Company from the manufacturer authorised sole agent or authorised broker or authorised distributor of the cost of replacement or reinstatement of the insured property or lost as it was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent authorised broker or authorised distributor for the insured property, the valuation shall be obtained from a Loss Adjuster Licensed under the Financial Services Act 2013 and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorised sole agent or authorised broker or authorised distributor or Loss Adjuster Licensed under the Financial Services Act 2013 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

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

## Strike, Riot and Civil Commotion Clause

It is hereby understood and agreed that this Policy shall extend to cover Strike, Riot and Civil Commotion damage which for the purpose of this endorsement shall mean loss of or damage to the property insured directly caused by :

- 1) The act of any person taking part together with others disturbances of the public peace (whether in connection with a strike or lock-out or not) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances.
- 2) The wilful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, 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) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the said provision any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

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

## Temporary Removal Clause

The property Insured of this policy is covered (limited to 10% of the Sum Insured) whilst Temporary Removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the Republic Of Singapore or Malaysia.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description, nor , regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to :-

- a) Motor Vehicle and Motor Chassis
- b) Property (other than machinery and plant) held by the Insured in trust.

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

## SECTION 4 – GLASS

The Company will indemnify the Insured to the extent of the market value of the glass broken to an amount not exceeding in respect of each item the sum expressed in the Schedule to be insured thereon nor in the whole in any one Period of Insurance the Total Sum Insured hereby or such sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

## Exceptions

This Policy does not cover :

- (a) Breakages arising out of earthquake, volcanic eruption, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, strike riot civil commotion, military or usurped power or confiscation or destruction by order of any Government or Public Authority and in the event of a claim hereunder the Insured shall when so required by the Company prove that the claim 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 or any consequence thereof, and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (b) Loss or destruction of or damage to the insured property resulting from or arising therefrom or any consequential 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.
- (c) Breakage arising during removal or alterations to premises.
- (d) Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
- (e) Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and the replacement of the glass.
- (f) Cracked or imperfect glass unless specially declared as such and specifically included in the Schedule.

PROVIDED that the word "breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass.

Provided Further that the due observance and fulfilment 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 and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.



## Conditions

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

- 1 In the event of breakage for which the Company is liable, the broken glass shall become the absolute property of the Company as salvage and the Insured shall use every endeavour to prevent any further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove same or do such other things as may be necessary for the preservation thereof.
- 2 The Insured shall give the Company immediate notice of all or any circumstances which materially affect the risk covered by this Policy and in particular if any alterations be made to any of the glass mentioned in the Schedule hereto or if any repairs or alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on therein or if the premises shall become unoccupied.
- 3 The Insured shall take all due and proper precautions for the safety of the property insured.

## Clauses / Extensions / Warranty

### First Loss Clause (Without Average)

It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Policy is issued as a first loss insurance on the property as described in the schedule of this section up to an amount of \*as per schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum value of the property insured by this section at any one time preceding twelve (12) months.

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

### Reinstatement Value Clause (Below 5 Years) (Excluding Stocks)

It is hereby declared and agreed that in the event of the property insured under this Policy be destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

#### SPECIAL PROVISIONS

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased ) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may ( during the said 12 months ) in writing allow ; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- 2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- 3) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in

replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy ( if more than one ) to which this memorandum applies shall be separately subject to the foregoing provision.

- 4) This Memorandum shall be without force or effect if :-
  - a) the insured fails to intimate to the Company within 6 months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - b) the insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- 5) No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

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

## Strike, Riot & Civil Commotion

It is hereby understood and agreed that this Policy shall extend to cover Strike, Riot and Civil Commotion damage which for the purpose of this endorsement shall mean loss of or damage to the property insured directly caused by :

- 1) The act of any person taking part together with others disturbances of the public peace (whether in connection with a strike or lock-out or not) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances.
- 2) The wilful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, 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) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the said provision any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

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

## Malicious Damage Endorsement

It is hereby agreed and declared that this policy is extended to include "Malicious Damage" which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance

of the public peace) but the Company shall not be liable under this extension for any loss or damage by wilful 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 insured is entrusted.

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

## SECTION 5 – FIDELITY GUARANTEE

The Company Agrees to make good and reimburse to the Employer all such direct pecuniary loss as the Employer shall sustain by any act of fraud or dishonesty committed by the said Employee.

- (a) during the Periods of Indemnity stated in the Schedule and
- (b) during the uninterrupted continuance of employment of the said Employee and
- (c) in connection with the Occupation and Duties of the said Employee

## Exceptions

Provided Always the Company shall not be liable:

- (1) In respect of any act or fraud or dishonesty committed by the Employee unless such act of fraud or dishonesty is discovered during the aforesaid Periods of Indemnity or within six (6) months thereafter or within six (6) months after the death dismissal or retirement of the Employee whichever event shall first happen.
- (2) If the nature of business of the Employer or the duties or conditions of employment be changed or the remuneration of the Employee reduced without the sanction of the Company or if the precautions and checks for securing accuracy of accounts shall not be duly observed.

Provided Further that the due observance and fulfilment of the Terms, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by the Employer and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Conditions

1. Immediately the Employer shall become aware of any circumstances giving rise or likely to give rise to a claim this Policy the Employer or his representative shall immediately give notice thereof to the Company stating if known the whereabouts of the Employee and particulars of the acts or defaults then discovered and shall within three (3) months after such notice deliver to the Company full details of the claim and shall furnish proof of the correctness of such claim.
2. In the event of claim all books of accounts of the Employer and any accountants reports thereon shall be opened to the inspection of the Company and the Employer shall give all information and assistance to enable the Company to use for and obtain reimbursement by the Employee or his estate of any monies which the Company shall have paid or become liable to pay under this Policy.
3. The Employer shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting the Employee to conviction for any criminal act which the Employee shall have committed and in consequence of which a claim shall have been made under this Policy.
4. Any monies of the Employee in the hands of the Employer and any monies which but for any act of fraud or dishonesty would have been due to the Employee from the Employer shall be deducted from the amount otherwise payable under this Policy.
5. Any sum or sums paid or payable to the Insured in anyone period of insurance shall reduce the Limit of Guarantee unless the Company consent upon payment of additional premium to reinstate the Limit of Guarantee.

Provided that the maximum liability of the Company shall not in case exceed the Aggregate Limit stated in the schedule.

## Clauses / Extensions / Warranty

### Automatic Additions and Deletions Clause

It is hereby declared and agreed that this Policy is extended to cover any addition or deletion of employee provided that the insured shall declare to the insurer such employee within three (3) months from the date of commencement or termination of employment.

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

### Auditors' and Accountants' Fees Clause

It is hereby declared and agreed that in the event of a claim being admitted under this insurance, the Policy shall include Auditors' and/or Accountants' fees to an amount not exceeding RM 1,000.00

- a) Providing satisfactory proof of pecuniary loss sustained
- b) Preparation of a detailed statement as required under this Policy. Provided that the Term "Auditors and/or Accountants" under this clause shall mean a Professional Auditors and/or Accountants, approved by both the Insurer and the Insured.

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

### Substitute Employees Clause

It is hereby declared and agreed that this Policy is extended to cover substitute employees who in the normal course of employment are engaged in the duty other than those insured in the Schedule of insurance but in no case should the total number of substitute employees exceed the total number of employees specified in each category.

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

### Manifest Intent Endorsement

Notwithstanding anything to the contrary stipulated in this Policy or Endorsement, it is hereby declared and agreed that 'dishonest or criminal act' as used in this Policy shall mean only dishonest or criminal act(s) committed by such employee with the manifest

- a) to cause the Insured to sustain such loss and
- b) to obtain financial benefit for the employee, or for any other person or organisation intended by the employee to receive such benefit, other than salaries commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefit earned in the normal course of employment.

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

## SECTION 6 – MACHINERY BREAKDOWN

The Company hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

The Company will indemnify the Insured in respect of such loss or damage, as hereinafter provided by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

This Policy shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

## Exclusions

The Insurers shall not be liable for

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
2. loss of or damage to exchangeable tools, eg dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, eg refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, eg lubricants, fuels, catalysts;
3. loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
5. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
6. loss or damage arising out of the willful act or gross negligence of the Insured or his representatives;
7. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;
8. any consequence of nuclear reaction, nuclear radiation or radioactive contamination;
9. loss or damage as a direct consequence of the continual influence of operation (eg wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
10. consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein.

In any action, suit or other proceeding where the Insurers allege that, by reason of the provisions of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

## Provision

### Memo 1 - Sum Insured

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured machinery by new machinery of the same kind

and capacity, which means its cost of replacement including, eg. freight, dues and customs duties, if any, and cost of erection. If the sum insured is less than the amount required to be insured, the Insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

### Memo 2 - Basis of Indemnity

- a) In cases where damage to an insured item can be repaired - the Insurers shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Insurers shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the cost repair as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in b) below.

- b) In cases where an insured item is destroyed – the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurers shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.

The cost of any alteration, additions, improvements or overhauls shall not be recoverable under this Policy. The cost of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Insurers shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

## Conditions

1. The due observance and fulfilment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.
2. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendation of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
3. a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representative of the Insurers with all details and information necessary for the assessment of the risk.  
b) The Insured shall immediately notify the Insurers either by teletype (telex, telefax, telegram) or by telephone confirmed in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.

4. The Insurers shall be entitled to withhold indemnification
  - a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof;
  - b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.
5. The Insurers shall not be liable to pay interest other than interest for default.
  - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
  - c) loss or damage occasioned by permanent or temporary of any building resulting from the unlawful occupation by any person of such building,
  - d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

## Clauses / Extensions / Warranties

### First Loss Clause (Without Average)

It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Policy is issued as a first loss insurance on the property as described in the schedule of this section up to an amount of \*as per schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum value of the property insured by this section at any one time preceding twelve (12) months.

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

### Cover For Loss or Damage Due to Strike, Riot and Civil Commotion (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

#### SPECIAL CONDITIONS

1. This insurance shall not cover
  - a) loss or damage resulting from total or partial cessation of the retarding, interruption or cessation of any process or operation

Provided nevertheless that the Insurers are not relieved under b or c above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

- 2) This insurance shall not cover any 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), civil war,
  - b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
  - c) any act of any person acting on behalf of or in connection with organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

### Reinstatement Value Clause (Applicable to items less than 5 years old)

It is hereby declared and agreed that in consideration of the increased premium at which this policy is issued in the event of destruction of or damage to any plant described in the Schedule belonging to the Insured for which a claim is admitted under the policy the basis upon which the amount payable under the policy is to be calculated shall be the reinstatement of the plant or property destroyed or damaged.

"Reinstatement" shall mean ;

- a) where the said plant or property is destroyed it shall be replacement by similar plant or property in either case in a condition equal to but not better or more extensive than its condition when new.
- b) where the said plant or property is damaged the repair of the damage and the restoration of the damaged portion of the plant or property to a condition substantially the same as but not better or more extensive than its conditions when new.

The term "Property" in (a) and (b) above shall not include stock-in trade or goods-in process of manufacture.

PROVIDED that :-

- 1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirement of the Insured subject to the liability of the Company not being increased thereby) will be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would have been payable

under the policy if this endorsement had not been incorporated therein shall be made.

- 2) Where the said plant or property is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3) No payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made if at the time of any destruction or damage to the said plant or property insured hereunder such destruction or damage shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis.
- 4) No payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred or the Insured is unable or unwilling to replace or reinstate the plant or property destroyed or damaged on the same or another site.
- 5) Where by reason of the above provisions no payment is to be made beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein the rights and liability of the Company and the Insured in respect of the destruction or damage shall be subject to the terms, conditions and limitations of this Policy as if this endorsement had not been incorporated therein.

Subject otherwise to the terms, conditions and limitations of the policy and always to the Limit of Indemnity set opposite each item or group of items in the schedule.

## Gradual Environmental Impairment Exclusion Clause (LMCI)

It is hereby understood and agreed that this Policy shall not cover any liability for :-

- a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly arising out of the discharge dispersal release or escape of pollutants.
- b) the cost of removing nullifying or cleaning up pollutants.
- c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

For the purpose of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Subject otherwise to all other terms, exceptions and conditions of this policy.

## SECTION 7 – ALL RISKS

Now This Policy Witnesseth:-

That if at any time 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 the Property Insured specified in the Schedule or any part thereof shall be lost damaged by any accident or misfortune while the said Property is within the Territorial Limits set forth in the Schedule then the Company will subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon pay or make good to the Insured the amount of such loss or damage PROVIDE THAT the liability of the Company shall in no case exceed in respect of each Item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

## Exceptions

This policy does not cover:

- (a) Loss or damage arising from wear and tear, depreciation, gradual deterioration, rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
- (b) Loss or damage arising out of or in any way traceable to mechanical defects in or the mechanical derangement or mechanical breakdown of any article or malfunction of electronic equipment
- (c) Damage to traveling trunks, bags, boxes and other receptacles, other than total loss.
- (d) The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble, gramophone records and/or articles of a brittle nature, unless caused by burglars, thieves and/or fire.
- (e) Loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value.
- (f) Loss or damage to property when in transit as Unaccompanied Baggage shipped under a Bill of Lading, Parcel Receipt, Waybill or similar document.
- (g) Loss or damage to furs, watches, fountain pens, cigarette lighters or cases, sunglasses, sport gear including camp kit, field glasses, guns, sticks, umbrellas, cameras, projectors and accessories, jewellery, personal ornaments, gold and silver articles excepting only those items listed in the Schedule hereto.
- (h) Loss or damage arising out of fire, lightning, earthquake, volcanic eruption, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power or confiscation or destruction by order of any Government or Public Authority and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim loss and/or damage 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 or any consequence thereof, and in default of such proof the Company, shall not be liable to make any payment in respect of such a claim.
  - (i) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - (ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from ionizing radiation 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 exception combustion shall include any self-sustaining process of nuclear fission.
- (j) Any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

**PROVIDED ALWAYS** that 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 and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Conditions

1. If in a statement or declaration made in support of any claim under this Policy or if in the information given to the Company in respect thereof there shall be, by or on behalf of the Insured any suppression or concealment or any untrue or fraudulent statement of any intentional exaggeration as regards the property or articles lost or damaged or the value or amount thereof or if any loss or damage be occasioned by or through the willful act or with the knowledge or connivance of the Insured or any relative residing with the Insured or any one acting on behalf of the Insured no claim shall be payable under this Policy.



2. The Company may reinstate repair or replace the property lost or damaged, as the case may be, instead of paying the amount of the loss or damage, any may join with any other insurers in so doing, in case where the property is also insured elsewhere. Any salvage shall become the absolute property of the Company to dispose of as it may think fit for its own benefit and the Insured shall give to the Company all reasonable assistance in taking possession of such salvage. Upon payment of any claim by the Company the amount of such claim shall be reckoned in diminution of the sum insured in respect of the particular item or items of property for which the claim is made. Where any insured item consists of articles in a pair or in a set, the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles any have as a part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

## Clauses / Extensions / Warranties

### First Loss Clause (Without Average)

It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Policy is issued as a first loss insurance on the property as described in the schedule of this section up to an amount of \*as per schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum value of the property insured by this section at any one time preceding twelve (12) months.

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

### Temporary Removal Clause

The property Insured of this policy is covered (limited to 10% of the Sum Insured) whilst Temporary Removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the Republic Of Singapore or Malaysia.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description, nor , regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to :-

- a) Motor Vehicle and Motor Chassis
- b) Property (other than machinery and plant) held by the Insured in trust.

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

### Reinstatement Value Clause (Below 5 Years) (Excluding Stocks)

It is hereby declared and agreed that in the event of the property insured under this Policy be destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

## SPECIAL PROVISIONS

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased ) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may ( during the said 12 months ) in writing allow ; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- 2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- 3) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy ( if more than one ) to which this memorandum applies shall be separately subject to the foregoing provision.
- 4) This Memorandum shall be without force or effect if :-
  - a) the insured fails to intimate to the Company within 6 months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - b) the insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- 5) No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

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

### Designation of Property Clause

For the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

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

### Internal Removal Clause

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

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

### Appraisalment Clause

If the aggregate claim for any one loss does not exceed RM5,000.00 or 5% (five percent) of the Sum Insured whichever is the lesser amount by the Item or Items affected no special inventory or appraisalment of the undamaged property shall be required.

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the Item or Items affected.

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



## SECTION 8 – PUBLIC LIABILITY

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of occurrences as hereinafter set forth happening anywhere within the Territorial Limit as stated in the Schedule in respect of

- (A) All sums which the Insured shall become legally liable to pay for compensation in respect of
- (1) bodily injury to or illness of any person
  - (2) loss of or damage to property
- Occurring within the Territorial Limits during the Period of Indemnity as a result of an accident and happening or caused as described in the Schedule under the heading of Description of Risk
- (B) All costs and expenses of litigation
- (1) recovered by any claimant against the Insured
  - (2) incurred with the written consent of the Company
- in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of the Policy in so far as they can apply.

## Definitions

### Accident

Shall mean a fortuitous event due to the Insured's negligence. For the purpose of this Policy, where a series of and/or several Bodily injury to or illness of any person or loss of or damage to property arise out of or are attributable directly or indirectly to the same actual or alleged defect, hazard, failure to warn, event, condition or cause, all such Bodily injury to or illness of any person or loss of or damage to property shall be deemed to have been caused by the same single Accident.

### Bodily injury to or illness of any person

Shall mean all physical injury to any person including death, sickness, disease or disability and all mental injury, anguish or shock resulting from such physical injury to that person.

### Compensation

Shall mean damages including claimant's legal costs and expenses and interest payable by law on any judgement or award. The term Compensation shall exclude fines, penalties, punitive damages or exemplary damages or any non-compensatory awards of any kind.

### Loss of or damage to property

Shall mean physical injury to or destruction of or loss of tangible property including all resulting loss of use of that property.

### Exceptions

The indemnity expressed in this Policy shall not apply to

- (1) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- (2) liability in respect of
  - (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of

injury or illness arising out of and in the course of employment of such person by the Insured

- (b) any sums payable by the Insured under legislation relating to occupational injury or illness
- (3) liability in respect of loss of or damage to property
  - (a) belonging to the Insured
  - (b) in the charge or under the control of the Insured or any servant or agent of the Insured
  - (c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work
  - (d) caused by or in connection with or arising from the bursting of any pressure part of
    - (i) any steam boiler or any economiser
    - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured.
- (4) liability in respect of
  - (a) loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
  - (b) injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid
- (5) liability in respect of injury illness loss or damage caused by or in connection with or arising from
  - (a) any vehicle (or trailer attached thereto) or animal or vessel or craft not specified in the Schedule under the heading of Plant owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
  - (b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant
  - (c) defective sanitary arrangements or poisoning of any kind or foreign or deleterious matter in food or drink
  - (d) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
  - (e) any commodity article or thing supplied repaired altered or treated by or to the order of the Insured
  - (f) Fire earthquake explosion flood fumes or water pollution
- (6) liability arising out of the rendering of or failure to render any service of a professional nature including, but not limited to, the rendering of or failure to render:
  - (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - (b) any service or treatment intended to be conducive to health;
  - (c) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - (d) professional services by architects, engineers, surveyors, accountants, lawyers or insurance agents or brokers; or
  - (e) data processing services
- (7) liability for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, mutiny, revolution insurrection military or usurped power, strike, riot, or civil commotion
- (8)
  - (a) any legal liability of whatsoever nature 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. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
  - (b) any accident loss destruction damage or legal liability directly or indirectly caused or contributed to by or arising from nuclear weapons material

- (9) The Company will not indemnify the Insured against any legal liability for Bodily injury to or illness of any person or loss of or damage to property arising out of asbestiform talc, asbestos or any other substance or compound that incorporate asbestos, diethylstilbestrol (DES), dioxin, or urea formaldehyde.
- (10) Loss of or damage to tenant's property.

In these Exceptions

- (a) the expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks
- (b) the expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air

## Limits Of Indemnity

The liability of the Company under this Policy for all compensation payable

- (a) to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident
- (b) in respect of all injury illness loss and sustained during any one Period of Indemnity shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Indemnity

## Conditions

1. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The company may in the case of any accident pay to the Insured the Limit of Indemnity for any one Accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clause (B) on the page 21 of this Policy incurred prior to the date of payment of such Limit of Indemnity or such lesser sum.
3. If the premium for this Policy has been calculated to any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Indemnity furnish to the Company such particulars and informations as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
4. If at any time or from time to time any change shall occur materially varying any if the facts existing at the date of the proposal the Insured shall within seven (7) days give notice in writing to the Company and shall pay additional premium its the Company may require.
5. The Insured shall exercise reasonable care that only steady sober and competent employees are employed that all buildings ways works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed

and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

6. The due observance and fulfillment of the terms provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Clauses / Extensions / Warranties

### Alterations And Repairs Clause

Notwithstanding anything contained herein to the contrary the indemnity expressed in this Policy shall cover legal liability of the Insured in respect of bodily injury to or illness of any person, or loss of or damage to property caused by or in connection with employment of workmen allowed on or about the Insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

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

### Employees' Effects Clause

It is agreed that this policy shall extend to cover the legal liability of the Insured in respect of clothing and/or personal effects of employees, the limit of Indemnity under this extension being limited to RM 250.00 in respect of any one occurrence or number of occurrences arising directly or indirectly from one source or original cause.

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

### Guests' Effect Extension Clause

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured of loss or damage to the Personal Effects of the Insured's Guests up to an amount of RM 250.00 occurring at the place or places at which this Policy applies.

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

### Social And Sports Activities Endorsement

It is agreed and declared that the policy shall extend to cover legal liability of the Social and/or Sporting Club(s) together with their office bearers and/or members formed under the auspices, patronage or sponsorship of the Insured for claims in respect of bodily injury or damage to property arising out of any activities organised and/or controlled by the said Club(s).

Provided that :-

- a) It shall be a condition precedent to the liability of the Company herein that the Club(s), office bearers and/or members hereby indemnified shall comply with and be subject to the terms, conditions and limitations of the policy as though such Club(s), office bearers and/or members were the Insured.
- b) The limit of indemnity shall apply inclusive of this endorsement.

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

## Temporary Visit Overseas Clause

It is hereby declared and agreed that this Policy shall cover legal liability of the Insured in respect of bodily injury or illness of any person, or loss of or damage to property in respect of business trips not involving manual work worldwide (excluding USA and Canada) by Directors or Senior Employees and/or Employees of the Insured, but excluding liability attributable to intoxication, consumption of drugs unless on medical advice and liability in respect of injury or damage caused by or arising from the use of or driving motor vehicle. Provided however the compensation for such damages must be delivered or obtained from a court of competent jurisdiction within Malaysia.

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

## Plant And Machinery Endorsement (including Hired-In-Plant)

It is understood and agreed that the policy shall extend to cover the Insured's legal liability in respect of any bodily injury or loss of or damage to property caused by

- all plant and machinery owned and/or operated by the insured, cranes or power hoisting machine other than passenger lifts.
- all plants equipments or tools of trade hired by the insured or for which they are responsible.

but excluding vehicles subject to the Road Transport Act 1987, Malaysia.

Subject otherwise to all other terms, exceptions and conditions to this Policy.

## Loading and Unloading Endorsement

It is hereby declared and agreed that the insurance by this Policy is extended to cover the Legal liability of the insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriage way of thorough-fare in connection with:-

- i) the bringing of the load to such vehicle for loading thereon:  
or
- ii) the taking away of the load such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

**PROVIDED ALWAYS THAT** the liability of the Company under this policy and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the limit of indemnity specified in this Policy.

Subject otherwise to all other terms, exceptions and conditions of this Policy.

## Defective Sanitary Arrangement Clause

It is hereby declared and agreed that the words "Defective Sanitary Installation" are deemed to be deleted from Exceptions No. 5(c) of this Policy.

## First Aid Facilities Endorsement

This Policy extends to cover legal liability of the Insured arising out to provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.

## Vehicles Used As Tools Of Trade (Excluding Vehicles Licensed For Road Use)

It is agreed and understood that otherwise subject to the terms, exceptions, provisions and conditions contained in the policy or endorsed thereon, this Policy is extended to cover legal liability of the Insured in respect of Liability

arising out of the use of vehicles (excluding vehicles licensed for road use) as tools of trade within the Territorial Limits as mentioned in the Schedule.

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

## Neon/Advertising Signs Endorsement

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this policy extends to cover legal liability of the Insured arising out of accidents happening in connection with Neon/ Advertising Signs owned by the Insured.

Warranted that the Insured shall comply with all statutory enactments by laws and regulations and shall at all times see the Neon/Advertising Signs are kept in a proper stage of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said Neon/Advertising Signs after any accident has occurred in connection therewith until the Company shall have had a opportunity of inspecting same.

**PROVIDED ALWAYS THAT** the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in this policy.

Subject otherwise to all terms, exceptions and conditions of this Policy.

## Gradual Environmental Impairment Exclusion Clause (LMCI)

It is hereby declared and agreed that this policy shall not cover any liability for :-

- a) personal injury or bodily injury or financial loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants.
- b) the cost of removing nullifying or cleaning up pollutants.
- c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Notwithstanding the foregoing, this agreement shall cover liability otherwise excluded under Paragraphs a) and b) above which

- i) Is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- ii) Is indemnified in not more than one annual period of original insurance

For the purpose of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

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

## Jurisdiction Clause

It is understood and agreed that the indemnity provided herein shall not apply to :-

- a) compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within Malaysia.
- b) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in Malaysia.

## SECTION 9 – PERSONAL ACCIDENT

NOW THIS POLICY OF INSURANCE WITNESSETH that if during the Period of Insurance the Insured Person shall sustain bodily injury as defined in the schedule which injury shall solely and independently of any other cause result in such Life Insured's death or disablement as hereinafter defined Company will subject to the terms provisos, exclusions and conditions of and endorsed on this Policy pay to the Insured or in the event of death to the Insured's legal personal representative the sum or sums of money specified in the Table of Compensation in accordance with the scale of Benefit allocate to the said Insured Person in the Schedule and the receipt of the Insured shall in all respects be an effective discharge to the company.

### Exclusions

This Policy does not cover death or any injury/disablement directly or indirectly caused by or in connection with any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising.
2. Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat.
3. Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV).
4. Intoxication by alcohol and drugs.
5. Childbirth, miscarriage, pregnancy or any complications thereof.
6. Provoked murder or assault.
7. While traveling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service.
8. While committing or attempting to commit any unlawful act.
9. While participating in any professional sports.
10. Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides.
11. Racing (other than on foot), pace-making, speed or reliability trials.
12. Ionisation, radiation or contamination by radioactivity, nuclear weapons material.
13. Riding/driving without a valid driving licence.

### Coverage

Bodily injury sustained and caused entirely by violent, accidental, external and visible means occurring within one year of the happening of the event and which independently and solely results in death or permanent disablement as specified in the schedule.

## Scale Of Benefits

	Percentage of Principal Sum Insured
<b>A. DEATH</b> (occurring within twelve calendar months of the accident)	100%
<b>B. PERMANENT DISABLEMENT</b> (occurring within twelve calendar months of the accident)	
Loss of two limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Loss of sight of both eyes	100%
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg - at hip	100%
- between knee and hip	100%
- below knee	100%
Eye : Loss of - whole eye	100%
- all sight in one eye	100%
- sight of except perception of light	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb - both phalanges	30%
- one phalanx	15%
Loss of index finger - three phalanges	15%
- two phalanges	10%
- one phalanx	5%
Loss of middle finger - three phalanges	8%
- two phalanges	5%
- one phalanx	3%
Loss of ring finger - three phalanges	6%
- two phalanges	5%
- one phalanx	3%
Loss of little finger - three phalanges	5%
- two phalanges	4%
- one phalanx	3%
Loss of metacarpals - first or second (additional)	4%
- third, fourth or fifth (additional)	3%
Loss of toes - all	20%
- great, both phalanges	8%
- great, one phalanx	3%
- other than great, if more than one toe lost, each	2%
Permanent Loss of hearing in both ear, and speech	100%
Loss of hearing - both ears	75%
- one ear	15%
Loss of speech	50%
Shortening of arm - more than 1" up to 2"	2.5%
- more than 2" up to 4"	5%
- more than 4"	12.5%
Shortening of leg - more than 1" up to 2"	5%
- more than 2" up to 4"	10%
- more than 4"	25%

Where the injury is not specified, the Company reserves the right to adopt a percentage of disablement which, in its opinion, is not inconsistent with the provisions of the above Scale.

**Permanent Total Loss Of Use Of Member** shall be treated as loss of member. **Loss Of Speech** shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid during the period of this Policy, all insurance hereunder shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiry of this Policy.

## Provisos

1. Unless otherwise agreed and endorsed hereon compensation payable in respect of Death or Disablement occurring whilst a number of Insured Person are to the Insured's knowledge traveling in the same conveyance shall be limited to a maximum of RM 2,500,000.00. In the event the aggregate exceeds the said amount, the Company shall settle the claims of the respective Insured Person on a proportionate basis.
2. Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to satisfaction of the Company.

## Conditions

### 1. Condition Precedent To Liability

The due observance and fulfillment of the terms and conditions of this Policy insofar as they relate to anything to be done or not to be done by the Insured or his legal personal representative shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 2. Notice

Every notice or communication to be given or made under this Policy by the Insured or his legal personal representative shall be delivered in writing to the Head Office or any Branch Office of the Company.

### 3. Misstatement Or Omission of Material Fact

Subject to the relevant duty of disclosure of the Insured, the Company shall not be liable if there be any misstatement in or if a material fact has been omitted from the Proposal.

### 4. Change Of Address Or Particulars

The Insured shall give immediate notice to the Company of any change in his name, residence, business or, occupation. The Insured shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which the Insured has become affected or has knowledge of.

### 5. Alterations

The Company reserves the right to amend the terms and conditions of this Policy and such alteration to this Policy shall only be valid if authorised by the Company and endorsed hereon.

### 6. Claims

- (a) Notice Of Injury on which the claim may be based and which is covered by this Policy, must be given in writing to the Company within thirty (30) days after the occurrence. The Company upon receipt of such notice shall furnish the Insured with a claim form for the filing of proof of claim;
- (b) In Case Of Death reasonable notice shall be given to the Company before burial or cremation and the Company may require to be represented at a post-mortem or examination on the body of the Insured. The Company shall have the right and opportunity to make an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall

be given to the Company of any inquest appointed.

All certificates, information and evidence required by the Company shall be furnished by the Insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe.

### 7. Policy Renewal

This Policy shall not in any event be renewable when the Insured attains the age of seventy (70) years.

### 8. Termination Of Insurance

#### (a) Termination By The Insured

If the Insured gives notice to the Company to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the earlier. In the event premium has been paid for any period beyond the date of termination of this Policy, the Company's short period rates shall apply provided that no claim has been made during the current Period of Insurance.

#### (b) Termination By The Company

The Company may give notice of termination by registered post to the Insured at his or her last known address. Such termination shall become effective seven (7) days following the date of such notice. In the event premium has been paid for any period beyond the date of termination of this Policy the pro-rata premium shall be refunded to the Insured provided that no claim has been made during the current Period of Insurance.

#### (c) Automatic Termination

- (i) This Policy shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the Period of Insurance;
- (ii) This Policy shall lapse/terminate when the Insured attains the age of seventy (70) years.

### 9. Currency And Exchange Rates

All premiums shall be paid in Malaysian Ringgit. In the event that the Insured shall be admitted into a hospital and/ or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, the Company shall indemnify the Insured or his legal personal representative in Malaysian Ringgit based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) at the date the Insured is discharged from hospital.

### 10. Applicable Law

This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction hereto.

No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy.

## Clauses / Extensions / Warranties

### Disappearance Clause

Notwithstanding anything contained herein to the contrary it is agreed that if after a period of one year has lapsed and the Insurer having examined all evidence available shall have no reason to suppose other than that an accident has occurred which in all probability has resulted in the death of the Insured Person, the disappearance of an Insured Person shall be considered to constitute a claim under this Policy.

It is further agreed that if at any time after payment has been made an Insured Person if found to be living, any sums paid by the Insurer in settlement of claim shall be refunded to them.



## Exposure Clause

It is hereby declared and agreed that subject to all terms, limitations,, conditions and exclusions of this Policy except as specifically provided herein this Policy covers death or permanent disablement claims caused by exposure to the elements as a result of an accident provided that in the event of death of the Insured Person caused by exposure to the elements the death is the subject of a properly constituted judicial body enquiry by which it is found that the Insured Person died of exposure as a result of an accident.

## Motorcycling Risk Clause

It is hereby agreed that this Policy extends to cover the Insured Person whilst motorcycling (whether as pillion or rider) for private or business purposes, provided always that the Company shall not be liable for any claim arising out of racing, pace making or participation of the Insured Person in any speed contests reliability or other trials.

## Strike Riot & Civil Commotion Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in this Policy shall be extended to cover death or permanent disablement or any other loss as within defined directly or indirectly caused by Insured Persons taking part in labour disturbances, riots or civil commotions or any persons or malicious intent acting on behalf of or in connection with any political organization, provided always that this extension shall not apply whilst the Insured Person is taking part in any disturbance of public peace.

## Unprovoked Murder and Assault Clause

It is hereby declared and agreed that the Policy is extended to cover death or permanent disablement to the Insured Person arising from unprovoked murder or assault.

## Insect, Snake and Animal Bites Clause

It is hereby declared and agreed that the Policy is extended to cover death or permanent disablement to the Insured life arising from harmful insect, snake and animal bites excluding death or permanent disablement arising from diseases or illness causes by parasite, bacteria or viruses carried by insects such as mosquitoes and the like, snake or animal.

## Suffocation Through Smoke, Fumes and Poisonous Gas Clause

It is hereby declared and agreed that the Policy is extended to cover death or permanent disablement to the Insured Person arising from accidental suffocation through smoke, fumes and poisonous gas.

## Age Warranty Clause

Warranted that the age of the Insured Person stated herein is understood to be not less than 16 years old and not more that 65 years old at time of inclusion. Renewable up to 70 years old.

## Mountaineering Clause

The insurance under this Policy shall extend to cover the Insured Person whilst engaged in mountaineering (without use of ropes or guides) as part time or recreational purpose.

## Amateur Sports Clause

It is hereby declared and agreed that notwithstanding herein contained to the contrary the benefits provided by this insurance are payable in the event of death or permanent disablement arising whilst the Insured Person is engaged in indoor or outdoor sport as an amateur except martial arts and boxing.

## Automatic Addition and Deletion Clause

It is hereby declared and agreed that this Policy is extended to cover any addition or deletion of Insured Person provided that the Insured Person shall declared to the Insurer such Insured Person within thirty (30) days from the date of commencement or termination of employment.

## Accidental Drowning or Near Drowning Clause

It is hereby declared and agreed that the Policy is extended to cover death or permanent disablement to the Insured Person arising from accidental drowning or accidental near drowning.

## SECTION 10 – ERRORS AND OMISSION

### Coverage

In consideration of the payment of the Premium stated in the Schedule, the Company will pay on behalf of the Insured, Loss arising from any Claims first made during the Period of Insurance for any Wrongful Act committed within the Coverage Territory after the Retroactive Date stated in the Schedule.

### Limit Of Liability

The Limit of Liability, as stated in the Schedule, is the aggregate limit per Period of Insurance of the Company's liability in respect of all Loss.

### Definitions

**1. Company**

Company means ALLIANZ GENERAL INSURANCE COMPANY (MALAYSIA) BERHAD (735426-V).

**2. Claim**

Claim means any written demand, civil proceeding, regulatory or administrative proceeding against an Insured for a Wrongful Act.

**3. Insured**

Insured means natural persons who was or is a director, manager, secretary or other similar officer of the Policyholder. Insured shall also mean the Policyholder itself.

Insured shall be extended to include the lawful spouse of any Insured where recovery is sought solely because joint property is held or owned by or on behalf of the spouse. There is no cover for any Claim that alleges a Wrongful Act by the spouse.

Insured shall be extended to include legal representatives, heirs, assigns or estates of an Insured in the event of an Insured's death, incapacity, insolvency or bankruptcy for the Wrongful Acts of such Insured.

**4. Loss**

Loss means such amounts, which an Insured is legally liable to pay in respect of settlements, awards for damages or costs, and legal costs and expenses. Loss shall not include fines, penalties, multiple damages, taxes, punitive or exemplary damages.

**5. Policyholder**

Policyholder means the entity shown in the schedule.

**6. Wrongful Act**

Wrongful Act means any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, libel, slander, defamation, negligence, breach of warranty of authority, breach of fiduciary duty or any other act by an Insured acting in their capacity as such.



## Conditions

1. The Insured shall as a condition precedent to their right to be indemnified under this Policy give the Company immediate notice in writing of:
  - a) any Claim made against any Insured; or
  - b) the receipt of notice from any person of an intention to make a Claim against any Insured.
2. If during the Period of Insurance any Insured shall become aware of any circumstance which may give rise to a Claim under this Policy and shall during the Period of Insurance give written notice to the Company, any claim which may be subsequently made arising out of such circumstance shall be deemed to be a Claim made during the Period of Insurance.
3. In the event of notification of a Claim (including any circumstance which may give rise to a Claim) the Insured shall render all reasonable assistance to the Company and co-operate in the defence of such Claim. The Insured shall not admit liability or settle any Claim or incur any costs or expenses in connection therewith without the Company's written consent, and the Company shall have the right but not the duty to take over the conduct of the defence or settlement of any Claim in the name of the Insured.
4. If any payment is made under this Policy in respect of a Claim, the Company shall be subrogated to all rights of recovery existing to any Insured and be entitled to prosecute such rights in the name of the Insured who shall in addition render all reasonable assistance and co-operation to the Company.
5. The Named Insured stated in the Schedule agrees to act on behalf of all persons with respect to giving and receiving notice of Claim or cancellation of this Policy, the payment of premiums and the receiving of any return premiums that may become due under this Section.
6. In granting coverage under this Policy, the Company has relied upon the written application and any other attachments, which are the basis of this Policy and shall be considered as incorporated in and constituting part of this Policy. Notwithstanding any provision in this Policy, the above **basis of contract** shall not apply to the Insured who is an individual entering into, varying or renewing the contract of insurance **wholly for purposes unrelated to the Insured's trade, business or profession.**
7. This Policy shall only indemnify the Insured against liability in accordance with the laws of the countries stated in the Schedule and in respect of judgments, awards, payments or settlements made only within such countries as stated in the Schedule.

## Exceptions

This Policy does not provide coverage for any Claim:-

1. arising from, based upon or attributable to a Wrongful Act committed by the Insured with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or the Insured gaining any personal profit, remuneration or advantage to which they were not legally entitled or in connivance or without taking all reasonable precautions or exercising due diligence to prevent the commission of the Wrongful Act. This exclusion shall only apply to an Insured if it is established by a final decision of a court, tribunal or regulator or by an admission of the Insured, that such Insured was guilty of such behavior. For the purposes of this exception no fact pertaining to or knowledge possessed by one Insured shall be imputed to any other Insured;
2. reported and / or circumstances notified to the Insured in relation to any other liability policy, or similar coverage, prior to or pending as of the Period of Insurance. All Claims and circumstances arising from the same originating cause constitute a series and shall be regarded as one Claim. The date of such Claim shall be the date of the first Claim of the series or the date of first notification of a circumstance;
3. arising out of seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions of effluents of any kind, or from any enforcement action or proceedings brought under or pursuant to any such statute, regulation or ordinance;

4. for bodily injury to or sickness, disease or death of any person or for loss of or damage to any tangible property including the loss of use or any consequential loss unless due to a Wrongful Act;
5. based upon or attributable to payments, commissions, gratuities, benefits or any other favour to or for the benefit of any of the following parties:-
  - a) political group;
  - b) government group; and /or
  - c) the Insured.
6. made against the Insured arising out of and / in connection with security services provided by security companies.

## Clause

### Asbestos Exclusion Clause

It is hereby understood that this Policy shall not apply to and does not cover any actual or alleged liability, whatsoever for any Claim and Claims in respect of Loss or Losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

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

## General Conditions Applicable To All Sections

1. Subject to the relevant duty of disclosure of the Insured, if there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.
3. 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 be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.
4. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within fifteen (15) days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
  - (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - (b) Particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates, or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

5. The Insured shall, at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
6. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or Insurances, whether effected by the insured or by any other person or persons, covering the same property this Company shall not be liable to pay or contribute hereunder more than its rateable proportion of such loss or damage.
7. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall be in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
8. Every notice and other communication to the Company required by these Conditions must be written or printed.
9. This Policy and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the said Schedule shall bear such meaning wherever it may appear.
10. 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 initialed by an authorised representative of the Company.

## General Clauses / Warranties Applicable To All Sections

### Date Recognition with Saving Clause

It is noted and agreed this policy is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment,

media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:

1. correctly recognize any data as its true calendar date
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
  3. capture, save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
  - C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done, by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
  - D. It is further understood that the Company will not pay for any consequential loss resulting from continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the loss or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving  
clause

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from an insured perils as defined in the policy.

Subject otherwise to the terms and conditions of the policy.

### Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 endorsement also excludes 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 any act of terrorism.

If the Underwriters allege 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 Assured.

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

## Property Damage Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

## Radioactive/Nuclear Energy Risks Exclusion Clause

This insurance does not cover loss, damage, cost or expense 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:-

- (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## Premium Warranty Clause

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 authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this Policy.

## Duty of Disclosure

- (a) **Consumer Insurance Contract**  
Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance wholly for **purposes unrelated to the Insured's trade, business or profession**, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- (b) **Non-Consumer Insurance Contract**  
Pursuant to Paragraph 4 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance **for purposes related to the Insured's trade, business or profession**, the Insured had a duty to disclose any matter that the Insured knows to be relevant to the Company'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 contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.

## Goods and Services Tax impact on Claims Settlement

### (a) Claims Settlement (applicable to Section 1)

We will pay your claim inclusive of the Goods and Services Tax on items which are taxable supplies, up to the limit of the Sum Insured.

In the event that you are entitled to claim for the Input Tax Credit and if we make a payment under this policy as compensation to you, we will reduce the amount of the payment by deducting your Input Tax Credit entitlement irrespective of whether you have or have not claimed the Input Tax Credit, up to the limit of the Sum Insured.

Determining the adequacy of the Sum Insured

If the subject matter hereby insured (inclusive of the GST) shall, on the happening of an insured peril, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every insured item, if more than one, of the policy shall be separately subject to this condition.

In the event that you are entitled for the Input Tax Credit on each of the insured item(s), the value as stated above will be reduced by deducting your Input Tax Credit entitlement in determining the adequacy of the Sum Insured.

### (b) Claims settlement (applicable to Section 2,3,4,5,6,7& 9)

We will pay your claim inclusive of the Goods and Services Tax on items which are taxable supplies, up to the limit of the Sum Insured.

In the event that you are entitled to claim for the Input Tax Credit and if we make a payment under this policy as compensation to you, we will reduce the amount of the payment by deducting your Input Tax Credit entitlement irrespective of whether you have or have not claimed the Input Tax Credit, up to the limit of the Sum Insured.

**(c) Claims settlement (applicable to Section 8)**

We will indemnify you on claims made by third party inclusive of the GST, up to the Limit of Indemnity.

In the event that you are entitled to claim for the Input Tax Credit and if we make a payment under this policy as compensation to you, we will reduce the amount of the payment by deducting your Input Tax Credit entitlement irrespective of whether you have or have not claimed the Input Tax Credit, up to the Limit of Indemnity.

**d) Claims settlement (applicable to Section 10)**

We will pay to or on your behalf for claims made against you inclusive of the GST, up to the Limit of Liability.

In the event that you are entitled to claim for the Input Tax Credit and if we make a payment under this policy as compensation to you, we will reduce the amount of the payment by deducting your Input Tax Credit entitlement irrespective of whether you have or have not claimed the Input Tax Credit, up to the Limit of Liability.

**THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT, RETURNED AT ONCE FOR ALTERATION**

## IMPORTANT NOTICE TO POLICYHOLDER

If you have any complaints of unfair market practices by the Company, you may call or write to :

**Complaints Unit**

Ground Floor  
Block 2A, Plaza Sentral  
Jalan Stesen Sentral 5  
Kuala Lumpur Sentral  
50470 Kuala Lumpur  
Tel: 03-2264 0520  
Fax: 03-2264 0602  
Email : customer.service@allianz.com.my

OR

**Ombudsman for Financial Services (664393P)**

*(Formerly known as Financial Mediation Bureau)*  
Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
Tel: 03-2272 2811 / Fax: 03-2272 1577  
Email: enquiry@ofs.org.my  
Website: www.ofs.org.my

OR

**Laman Informasi Nasihat dan Khidmat (LINK)**


Bank Negara Malaysia  
Ground Floor Block C  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Toll Free: 1-300-88-5465  
Fax: 03-21741515  
Email: bnmtelelink@bnm.gov.my

**Allianz General Insurance Company (Malaysia) Berhad** (735426-V)

**Head Office**

Level 29, Menara Allianz Sentral, 203, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Tel: +603 2264 1188 / 2264 0688 Fax: +603 2264 1199 [www.allianz.com.my](http://www.allianz.com.my)

 [www.facebook.com/AllianzMalaysia](https://www.facebook.com/AllianzMalaysia)

**Customer Service**

Allianz Arena, Ground Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

Allianz Contact Center: 1 300 88 1028 Fax: +603 2264 8499 Email: [customer.service@allianz.com.my](mailto:customer.service@allianz.com.my)

