

Policy

STRATA COMMUNITY 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 (200601015674)** (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 the Insured's property or legal liability against the relevant third party as further described in each Section which happens during the policy period stated in the Schedule or during any further period as agreed by the Company, provided that the limit in no case exceeds the sum insured stated in the Schedule or such other sum as may be substituted therefore by an endorsement signed by or on behalf of the Company.

SECTION 1 – COMMERCIAL FIRE

SUB-SECTION I - FIRE

The Company agrees that if the Property Insured described in the Schedule (attaching and forming part of this Policy) 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.

Any reference to the term "insurance" as used under this sub-section I shall be a reference to the insurance coverage for loss or damage due to fire or lightning, or any other peril as may be extended or varied herein.

CONDITIONS

1. Contribution

The Insured shall give notice to the Company of any insurance 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 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 Sub-section I (Fire) shall be forfeited.

2. Displacement

All insurance under this Policy:

- (a) on any building or part of any building;
- (b) on any property contained in any building; or
- (c) 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:
 - (i) of such building or of any part thereof; or
 - (ii) 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 leaves 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 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. Excluded Cover

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) (Excluded Property) or by its undergoing any heating or drying process;
- (c) Loss or damage occasioned by or through or in consequence of:
 - (i) The burning of property by order of any public authority;
 - (ii) Subterranean Fire; or
- (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. Excluded Perils

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 convulsions 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; or
- (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. Excluded Liability

Unless otherwise excluded, this insurance does not cover any liability for loss or destruction or damage caused by pollution or contamination except destruction of or damage to the property insured caused by:

- (a) pollution or contamination which itself results from a contingency hereby insured against; or
- (b) any contingency hereby insured against which itself results from pollution or contamination.

6. Excluded Property

Unless otherwise expressly stated in this 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, 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; or
- (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. Change In Risk

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 business activities carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the property insured 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 property insured 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 passes 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. Marine Policy

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 except in respect of any excess beyond the amount which would have been payable under the marine policy had this Insurance not been effected.

9. Fire Brigade & Rescue Team Cost

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; and
- (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. Rights to Access

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; and
- (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 regardless of whether such property is taken possession of by the Company or not.

11. Basis of Claim Settlement

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 elects 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 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 as if the same could lawfully be reinstated to its former condition.

12. Value of the Property Insured

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 property insured, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under this 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 property insured 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 damaged or lost property insured 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 property insured, 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, to be mutually appointed by both parties. The valuation of the property insured by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, loss adjuster or registered valuer shall be conclusive evidence in respect of the market value of the property insured in any legal proceedings against the Company.

13. Condition of Average

If the property 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 insured under this Policy, if more than one, shall be separately subject to this Condition.

14. Reinstatement of Sum Insured

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 relevant rate notified by the Company, 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.

15. Time Limitation

In no case whatsoever 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

i)	All liquids including kerosene oil and diesel giving off flammable vapour with Flashpoint below 93°C (200°F)	3600 Litres (800 gallons)
ii)	All liquids including petrols giving off flammable vapour with flashpoint below 38°C (100°F)	900 Litres (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

ENDORSEMENTS

(Not included unless specified in the schedule)

NRP.01 AIRCRAFT DAMAGE ENDORSEMENT

In consideration of payment of an additional premium, the Company hereby agrees and declares 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 of 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 payment of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 4 (Excluded Perils) 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 continue to 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.03A 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 the higher of 1 % of loss or RM500 for each and every loss, 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 payment of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 4 (Excluded Perils) 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 endorsement, 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 building containing the property insured, but excluding loss or damage caused by subsidence or landslip.

Provided always that all the conditions of this Policy shall continue to 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 insured directly caused by the peril to which this endorsement applies, 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 for the said property insured under this Policy; or
- (b) the first RM2,500.00 of each and every loss;

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

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

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property; and
- (ii) each incident giving rise to such loss or damage and 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 only thereafter shall the Excess 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; or
 - (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 endorsement 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 endorsement, be insured by any other existing policy except in respect of any excess beyond the amount which would have been payable under such other policy 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 payment of an additional premium, the Company hereby agrees and declares 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 continue to apply 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 endorsement, for loss or damage occasioned by or through or in consequence of, directly or indirectly, 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 except in respect of any excess beyond the amount which would have been payable under such other policy 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 agrees and declares that the insurance under this Policy shall extend to include loss or damage to the property insured as 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.07C BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES ENDORSEMENT - BUILDING EXCEEDING 5 STOREYS (INCLUDING MEZZANINE)

NRP.07D 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; and
- (c) the first 1% of loss or minimum RM2,000 of each and every loss, whichever is higher; as ascertained after the application of average, or the Company's rateable proportion of that amount.

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.07A(I) BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES COVERING COSTS OF REPAIR/REPLACEMENT, HACKING COST AND PROPERTY IMMEDIATELY AFFECTED (AGGREGATE LIMIT : RM 100,000.00)

In consideration of an additional premium, the Company hereby agrees and declares that the insurance under this Policy shall extend to cover the costs of repair or replacement of the bursting or overflowing of water tanks, apparatus or pipes and the costs incurred for hacking and/or patching of the walls and property immediately affected by the damage; excluding :-

- (a) Loss or damage to the property insured caused by bursting or overflowing of water tanks, apparatus or pipes installed in or on the building insured or containing the property insured
- (b) Loss or damage caused whilst the premises are untenanted
- (c) Loss or damage by water discharged or leaking from an installation of automatic sprinklers

Special Conditions

1. 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.

2. 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.

Notwithstanding anything contained herein to the contrary, it is agreed that this extension will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or event giving rise to a claim under the Policy, provided notice to the Company is given no later than 14 days from the date of loss and/or the date notice of such defect was received.

The limit under this extension is up to RM 100,000.00 in the aggregate.

Subject otherwise to the terms and conditions of the policy.

NRP. 09 BUSH/LALANG FIRE ENDORSEMENT

In consideration of payment of an additional premium, the Company hereby agrees and declares 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 payment of an additional premium, the Company hereby agrees and declares 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; or
 - * defective design or inadequate construction of foundations; and
- (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 continue to apply 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 payment of an additional premium, the Company hereby agrees and declares 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; or
 - * defective design or inadequate construction of foundations; and
- (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 continue to apply 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

NRP. 12B RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT - OTHER THAN RESIDENTIAL PROPERTIES

In consideration of an additional premium, the Company hereby agrees and declares 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 thereat 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 payment of an additional premium, the Company hereby agrees and declares that the insurance under this Policy shall extend to include loss or damage to the property insured 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 continue to apply 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.

RC.94 THIS INSURANCE DOES NOT COVER NON-MATERIAL DAMAGE OR NON-PHYSICAL DAMAGE OF EVERY KIND.

CLAUSES

(Not included unless specified in the Schedule)

ALTERATIONS AND REPAIRS CLAUSE

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

INTERNAL REMOVAL CLAUSE

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

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 insured 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.

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 lesser.

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 clause 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.

OTHER CONTENTS CLAUSE

It is agreed that the term "Other Contents" insofar 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 such documents, manuscripts or business books, 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, and 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; and
- (e) Employees' pedal cycles, clothing, tools and personal effects for an amount not exceeding RM1,000.00 in respect of any one Employee.

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.

EMERGENCY RELIEF BENEFIT

The insurance under this provision shall cover damage or loss due to fire (excluding lightning) and/or flood to the Property Insured where the Company will pay the Insured an amount of RM1,000 provided the claim under Section 1 (Commercial Fire) of the Policy is ascertained by the Company to be a valid claim.

This benefit is limited to one (1) claim only during the Period of Insurance.

Subject otherwise to the terms and conditions of the Policy.

TEMPORARY REPAIRS TO PREMISES

The Company will indemnify the Insured up to RM5,000.00 for each claim the Insured submits under this benefit throughout the Period of Insurance for the cost of temporary repairs and temporary protection necessary for the safety of the property pending completion of the repairs as a result of an insured peril.

LANDLORD / TENANT SPECIAL ENDORSEMENT

The insurance under this provision shall cover the following losses actually incurred by the Insured resulting from or in consequence of the Property Insured being destroyed or damaged by fire or an insured peril which renders the property to be uninhabitable during the period of reinstatement or repair:

- (a) for the Landlord of the Property Insured, the loss of rent; and/or
- (b) for the resident or tenant of the Property Insured, reasonable additional expense incurred by him/her for temporary accommodation i.e hotel, lodging house, boarding.

Additionally, during the period of reinstatement or repair, the Company shall pay the Insured the amount legally incurred by the Insured for the monthly maintenance fees imposed by the JMB or MC for the vacant and uninhabitable unit(s) of Property Insured.

The amount payable under this provision shall not exceed twelve (12) months of indemnity period and limit of indemnity of RM 10,000.00 per month for the vacant and uninhabitable unit of the Property Insured and subject to 2.5% of the sum insured or up to limit of RM 1,000,000.00 whichever is lower.

MORTGAGEE (CHARGE) 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.

REMOVAL OF DEBRIS (with separate sum insured)

The insurance under this provision 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; or
- (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; or
- (ii) arising from pollution or contamination of property not insured by this Policy.

REMOVAL OF DEBRIS (without separate sum insured)

The insurance under this provision 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 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.

ARCHITECT'S SURVEYOR'S AND CONSULTANT'S FEES (with separate sum insured)

The insurance under this provision is in respect of 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 other peril hereby insured against, but not the 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 of this provision.

ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (without separate sum insured)

The insurance under this provision 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 the 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 for each item insured.

REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in Condition 12 (Value of the Property Insured) 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 this 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 property insured 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 clause 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 clause had not been incorporated therein.
- 3) If the Sum Insured at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed, then the Insured shall be considered as being its own insurer for the difference between the sum insured and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item insured under the Policy, if more than one, shall be separately subject to this Special Provision.
- 4) This clause shall be without force or effect if :-
 - (a) the Insured fails to intimate to the Company within six (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; or

- (b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
- 5) No payment beyond the amount which would have been payable under the Policy if this clause 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 herein.
- 6) In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition 12 (Value of the Property Insured) of the Policy, it is hereby declared and agreed that the insurance by (item as stated in the schedule) of this Policy extends to include such additional cost of reinstatement of the destroyed or damaged insured property as may be incurred solely by reason of the necessity to comply with building regulations 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; or
 - (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; and
 - (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.

APPRAISEMENT 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, for the item or items affected, no special inventory or appraisal of the undamaged property shall be required. If two or more buildings are included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

AGGREGATE CONDITION OF AVERAGE CLAUSE

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within the Policy, Condition 13 (Condition of Average) 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 13 is deemed to have been deleted.

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.

SUB-SECTION II – FIRE CONSEQUENTIAL LOSS IS NOT COVERED UNDER THIS POLICY.

SUB-SECTION III – TERRORISM

Subject to the exclusions, limits and conditions hereinafter contained, this insurance insures the property insured located at the address as stated in the Schedule (attaching and forming part of this Policy) against physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism or sabotage, as herein defined.

For the purpose of this insurance, an act of terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Any reference to the term "insurance" as used under this sub-section III shall be a reference to the insurance coverage for loss or damage due to an act of terrorism or sabotage.

CONDITIONS

1. Joint Insureds

The Company's' total liability for any loss or losses sustained by any one or more of the Insureds under this insurance will not exceed the sum insured shown in the Schedule. The Company shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

2. Other Insurance

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this

Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss situation .

3. Sum Insured

The Company hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

4. Deductible

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

5. Occurrence

The term "occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts of terrorism or sabotage for the same purpose or cause. The duration and extent of any one "occurrence" shall be limited to all losses sustained by the Insured at the property insured herein during any period of seventy two (72) consecutive hours arising out of the same purpose or cause. However, no such period of seventy two (72) consecutive hours may extend beyond the expiration of this Policy unless the property insured shall first sustain direct physical damage by an act of terrorism or an act of sabotage prior to expiration and within said period of seventy two (72) consecutive hours nor shall any period of seventy two (72) consecutive hours commence prior to the attachment of this Policy.

6. Debris Removal

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an act of terrorism or an act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

7. Due Diligence

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the property insured, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

8. Protection Maintenance

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Company without its consent.

9. Valuation

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions: -

- (a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- (b) Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss; and
- (c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Company's liability for loss under this Policy shall not exceed the smallest of the following amounts:

- (i) The Policy limit applicable to the destroyed or damaged property;
- (ii) The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss; or
- (iii) The amount actually and necessarily expended in replacing said property or any part thereof.

The Company will normally expect the Insured to carry out repair or replacement of the property insured, but if the Insured and the Company agree that it is not practicable or reasonable to do this, the Company will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Company will only pay the Insured up to the Sum Insured shown in the Schedule.

10. Proof of Loss

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Company has not received such proof of loss within two (2) years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

11. Subrogation

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived.

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Company and, upon the Company requests, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Company will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (a) Any interest, (including the Insured's), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- (b) Out of the balance remaining, the Company shall be reimbursed to the extent of payment under this Policy;
- (c) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the Company, the expense thereof shall be borne by the Company.

12. Abandonment

There shall be no abandonment to the Company of any property.

13. Inspection and Audit

The Company or their agents shall be permitted but not obligated to inspect the Insured's property at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe. The Company may examine and audit the Insured's books and records at any time up to two (2) years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

14. Assignment

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Company.

15. Rights of Third Parties Exclusion

This Policy is effected solely between the Insured and the Company.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

16. Several Liability

The Company's obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. The Company is not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

17. Legal Action Against the Company

No one may bring a legal action against the Company unless there has been full compliance by the Insured with all of the terms of this Policy.

18. Experts Fees

This insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the property insured following damage insured under this Policy.

19. Law

As specified in the Schedule.

20. Jurisdiction

As specified in the Schedule.

EXCLUDED LOSSES

This Policy does not insure against:-

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, howsoever such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused;
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising;
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an act of terrorism or an act of sabotage;
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of

any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade;

5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by the Company in writing prior to such measures being taken;
13. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
15. Loss or increased cost as a result of threat or hoax;
16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny;
17. Loss or damage caused by mysterious disappearance or unexplained loss; and
18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

EXCLUDED PROPERTY

This Policy does not cover physical loss or physical damage to:

1. Land or land values;
2. Power transmission, feeder lines or pipelines not on the Insured's premises;
3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty (30) days, unless the property is intended to be unoccupied in its normal operations;
4. Aircraft or any other aerial device, or watercraft;
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage;
6. Animals, plants and living things of all types; and
7. Property in transit not on the Insured's premises.

SECTIONS 2 TO 5 – RESTRICTED ALL RISKS, BURGLARY, MONEY AND GLASS

The Company will indemnify the Insured against direct loss or damage to the property or interest insured or any part thereof as described in the Schedule arising from the following:-

SECTION 2 – RESTRICTED ALL RISKS

Where the loss or damage is to property or interest situated in the common areas of the property insured or the management office of the Insured that is within the property insured, due to any accident or misfortune that is not already insured or covered under Section 1 (Commercial Fire) and Section 3 (Burglary) unless otherwise excluded.

SECTION 3 – BURGLARY

Where the loss or damage is by theft as a result of burglary or robbery accompanied by force or use of fear committed by any person or persons other than employees of the Insured during the Period of Insurance whilst the lost or damaged property or interest was contained in the premises described in the Schedule.

SECTION 4 – MONEY

Where the loss or damage is of money (such as cash, bank notes, currency notes, cheques, postal orders or money orders) by any cause whatsoever while such money is in transit from the Insured's premises to a bank or vice versa, within Malaysia or while such money is within the property insured.

SECTION 5 – GLASS

Where the breakage or damage is by any cause whatsoever to external or exterior glass forming part of the building façade or as may be situated in the common areas of the property insured or the management office of the Insured that is within the property insured. Provided always that any interior glass situated within the individual units of the residents of the property insured is excluded from the coverage under this Section 5.

Any reference to the term "insurance" as used under Sections 2 to 5 shall be a reference to the insurance coverage for loss or damage due to the relevant property insured as may be extended or varied under the relevant Sections.

EXCLUSIONS APPLICABLE TO SECTIONS 2 TO 5

This Policy shall not indemnify the Insured against:

- (a) loss or damage to personal properties or belongings of any resident of the property insured;
- (b) loss or damage arising from fraud or dishonesty of the Insured's employees;
- (c) loss or damage due to clerical or accounting errors;
- (d) 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 insured;
- (e) 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;
- (f) loss or damage occurring while the property or interest insured is left in an unattended vehicle or when the property or the interest insured is in transit as an unaccompanied baggage shipped under a bill of lading, parcel receipt, waybill or similar document;
- (g) loss or damage to traveling trunks, bags, boxes and other receptacles, other than total loss;
- (h) 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 except those items listed in the Schedule hereto.
- (i) loss or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value unless specifically included in the Schedule and insured under Money (Section 4);
- (j) scratching or denting of any article or cracking and/or breakage of glass, earthenware, marble, gramophone records and/or articles of a brittle nature, unless caused by burglars or thieves or if the glass is specifically included in the Schedule and insured under Glass, provided always that any coverage shall not be applicable to imperfect glass (unless specifically declared as such and included in the Schedule) or any disfiguration or damage other than fracture extending through the entire thickness of the glass;
- (k) loss or damage arising out of fire, lightning, 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 claimed 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;
- (l) any accident or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by, or 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; and
- (m) any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS APPLICABLE TO SECTIONS 2 TO 5

1. Immediately upon the happening of any loss or damage to the property or interest insured as described in the Schedule the total Sum Insured and the Sums Insured for 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 consents, upon payment of additional premium, to reinstate the full Sums Insured. The Insured shall use every endeavour to prevent any further loss or damage arising to

such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof. 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.

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 is 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. 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 may have as a part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.
4. 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 recovery obtained by the Company following subrogation 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.
5. In no case whatever shall the 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.
6. 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 any statements and answer provided by the Insured for purposes of the underwriting of the insurance herein shall be conditions precedent to any liability of the Company to make any payment under this Policy.

CLAUSES / WARRANTIES / ENDORSEMENTS APPLICABLE TO SECTIONS 2 TO 5

FIRST LOSS CLAUSE (WITHOUT AVERAGE)

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Policy is issued as a first loss insurance on the property described in the Schedule up to an amount of as set out in the Schedule.

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

ALTERATIONS AND REPAIRS CLAUSE

Notwithstanding anything herein to the contrary, 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.

FULL THEFT ENDORSEMENT – APPLICABLE TO BURGLARY (SECTION 3) ONLY

It is hereby declared and agreed that the Policy is extended to cover theft not accompanied by actual forcible and violent entry or exit from the premises, excluding :-

- a) any loss of the property insured where such loss is revealed only at periodic stock taking/inventory shortages;
- b) any loss due to theft by own employees; and
- c) any loss due to systematic pilferage over a period of time.

It is hereby declared that the Insured shall be liable for the first for the first sum or amount of loss as set out in the Schedule on each and every claim.

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.

CASH IN LOCKED SAFE/DRAWER CLAUSE – APPLICABLE TO MONEY (SECTION 4) ONLY

Notwithstanding anything herein contained to the contrary it is hereby declared and agreed that a complete record of the amount of cash in the insured's safe/drawer shall be kept secure in some place other than in the said safe/drawer and that the liability of the Company shall be limited to the amount of cash shown by the record to be in the said safe/drawer at the time of the loss not exceeding in all the sum of Ringgit Malaysia as stated in the Policy.

KEY CLAUSE – APPLICABLE TO MONEY (SECTION 4) ONLY

Warranted that this Policy does not cover loss of insured interests from safes or strongrooms following the use of keys to the said safes or strongrooms unless the said keys are obtained by threats or violence. It is a condition of this provision 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.

APPRAISEMENT CLAUSE – NOT APPLICABLE TO MONEY (SECTION 4)

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 appraisal of the undamaged property shall be required.

If two or more buildings are 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.

INTERNAL REMOVAL CLAUSE – NOT APPLICABLE TO MONEY (SECTION 4)

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 insured shall follow removal, and the necessary adjustments in sum insured and premium shall be made from the date of removal as soon as the oversight is discovered.

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

TEMPORARY REMOVAL CLAUSE – APPLICABLE TO RESTRICTED ALL RISKS (SECTION 2) ONLY

The property insured of this Policy is covered (limited to 10% of the Sum Insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere but within the same premises 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, with regard to losses occurring elsewhere other than at the premises from which the property is temporarily removed, to :-

- (a) Motor Vehicle and Motor Chassis; or
- (b) Property (other than machinery and plant) held by the Insured in 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) or 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; or
- (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 provided by way of this endorsement shall not apply to any loss or damage directly or indirectly occasioned by or through or in consequence 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 or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power; or
- (c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing 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 above 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.

REINSTATEMENT VALUE CLAUSE (BELOW 5 YEARS) - APPLICABLE TO RESTRICTED ALL RISKS (SECTION 2) ONLY

It is hereby declared and agreed that in the event the property insured under this Policy is destroyed or damaged, the basis upon which the amount payable under this Policy is to be calculated shall be at 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 property insured 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 rateable 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; or
 - 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.

MARKET VALUE CLAUSE – NOT APPLICABLE TO MONEY (SECTION 4)

It is hereby agreed that in the event of a loss to the property insured herein, the Company's 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 property insured shall for the purpose of the clause be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker or authorised distributor of the cost of replacement or reinstatement of the property insured 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 or authorised distributor for the insured property, the valuation shall be obtained from a loss adjuster licensed under the Financial Services Act 2013 to be mutually appointed by both parties.

The valuation of the property insured by the manufacturer, authorised sole agent or agent, authorised broker or authorised distributor or loss adjuster shall be conclusive evidence in respect of the market value of the property insured in any legal proceedings against the Company.

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

REMOVAL OF DEBRIS

On 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; or
- (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, the Company will pay such costs incurred up to 10% of the sum insured of the property insured. 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; or
- (ii) arising from pollution or contamination of property not insured by this Policy.

DAMAGE TO DRAWER, SAFE OR STRONGROOM EXTENSION – APPLICABLE TO MONEY (SECTION 4) ONLY

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

Provided always that:

- (a) the Company has the option to indemnify by payment, reinstatement or repair; and
- (b) the liability of the Company under this extension shall not exceed RM 1,000.00 for any one loss for 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.

PERSONAL EFFECTS CLAUSE - NOT APPLICABLE TO GLASS (SECTION 5)

It is hereby declared and agreed that the Policy is extended to cover clothing and/or personal effects of the Insured's employees, with the limit of indemnity under this extension being limited to RM 500.00 for the Period of Insurance.

THEFT BY DECEPTION (CHEATING) EXCLUSION 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 offence of cheating set out in the Penal Code.

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

"Whoever, by deceiving any person, whether or not such deception was the sole or main inducement, -

- (a) fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
- (b) 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 causes 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 EXCLUSION 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 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 either solely or jointly with any other person 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 is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of 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.

SECTION 6 – FIDELITY GUARANTEE

The Company agrees to make good and reimburse to the Insured (which for purposes of this Section shall be referred to as the "Employer") all such direct pecuniary loss as the Employer shall sustain by any act of fraud or dishonesty committed by its employee:

- (a) during the Periods of Insurance 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.

For the avoidance of doubt, the term "employee" as used under this Section 6 (Fidelity Guarantee) shall also include the members of the joint management body ("JMB") or the management corporation ("MC") of the property insured.

Any reference to the term "insurance" as used under this Section 6 shall be a reference to the insurance coverage for the direct pecuniary loss sustained as a result of the fraud or dishonesty of the employees, as may be extended or varied herein.

EXCEPTIONS

Provided always that 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 Insurance or within six (6) months thereafter or within six (6) months after the death, dismissal or retirement of the said Employee, whichever event shall first happen; or
- (2) If the nature of business of the Employer or the duties or conditions of employment are changed or the remuneration of the employee was reduced without the sanction of the Company or if the precautions and checks for securing the accuracy of accounts are not 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 provided by the Employer for purposes of the underwriting of the insurance herein shall be conditions precedent to any liability of the Company to make any payment under this Policy.

CONDITIONS

1. The Employer shall obtain the prior written consent of the Company before effecting the following changes:
 - (a) changing or varying its nature of business;
 - (b) changing the conditions of employment of its employees; or
 - (c) reducing the remuneration of its employees;

failing which, the Company may not be liable to make any payments under this Section 6 (Fidelity Guarantee) by virtue of Exception (2) above.

2. Immediately after the Employer shall become aware of any circumstances giving rise or likely to give rise to a claim under this Section 6 (Fidelity Guarantee), 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.
3. In the event of a 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 from the Employee or his estate reimbursement of any monies which the Company shall have paid or become liable to pay under this Policy.
4. 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 Section 6 (Fidelity Guarantee).
5. 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.

6. Any sum or sums paid or payable to the Employer in anyone period of insurance shall reduce the limit of guarantee of the Company unless the Company consents, upon payment of additional premium, to reinstate the limit of guarantee for this Section 6 (Fidelity Guarantee).

CLAUSES / WARRANTIES / ENDORSEMENTS

MANIFEST INTENT ENDORSEMENT

Notwithstanding anything to the contrary stipulated in this Section 6 (Fidelity Guarantee) or this endorsement, it is hereby declared and agreed that 'fraud or dishonesty' as used in this Section 6 shall mean only fraud or dishonest act(s) committed by such employee with the manifest intent:

- (a) to cause the Employer 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.

AUTOMATIC ADDITIONS AND DELETIONS CLAUSE

It is hereby declared and agreed that this Policy is extended to cover any addition or deletion of employees provided that the Employer shall declare to the Company such addition or deletion of the relevant employee within three (3) months from the date of commencement or termination of his or her employment, as the case may be.

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 Section 6 (Fidelity Guarantee) this Section 6 shall also cover auditors' and /or accountants' fees incurred by the Insured up to an amount not exceeding RM 1,000.00:

- a) in providing satisfactory proof of the pecuniary loss sustained; or
- b) in preparation of a detailed statement as required under this Policy.

The term "auditors and/or accountants" under this clause shall mean professional auditors and/or accountants, approved by both the Company and the Insured.

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

SECTION 7 – MACHINERY BREAKDOWN

The Company hereby agrees 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 Company 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 Company's 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.

Any reference to the term "insurance" as used under this Section 7 shall be a reference to the insurance coverage for loss or damage to the machinery (or any part thereof) insured as set out in the Schedule.

EXCEPTIONS

The Company 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, or 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 Company 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); or
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 Company alleges 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 Section 7 (Machinery Breakdown) 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 Company 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 Company 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 Company 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 Company 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 Company 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 Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company 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 Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendation of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
2. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representative of the Company with all details and information necessary for the assessment of the risk.
3. The Insured shall immediately notify the Company 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 Company.
4. The Company shall be entitled to withhold indemnification:
 - (a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof; or
 - (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 Company shall not be liable to pay interest other than interest for default where the item(s) covered under this Section 7 (Machinery Breakdown) is under a hire-purchase arrangement or is purchased using a loan or other similar facility.

CLAUSES / WARRANTIES / ENDORSEMENTS

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 7 (Machinery Breakdown) up to the relevant amount stated in the 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 7 (Machinery Breakdown) at any one time in the 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 this Section 7 (Machinery Breakdown) or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Section 7 (Machinery Breakdown) 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:

- (a) 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;
- (b) 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;
- (c) the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out; or
- (d) 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:

- (i) all the terms, exclusions, provisions and conditions of this Section 7 (Machinery Breakdown) 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 this Section 7 shall be deemed to include the perils hereby insured against; and
- (ii) the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of Section 7 shall apply in all respects to the insurance granted by Section 7 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 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - (b) loss or damage occasioned by permanent or temporary of any building resulting from the unlawful occupation by any person of such building; or
 - (c) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Company is 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:
- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power; or
 - any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrowing 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 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.

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

REMOVAL OF DEBRIS

On costs and expenses necessarily incurred by the Insured with the consent of the Company in the :-

- removal of debris;
- dismantling and/or demolishing; or
- 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, the Company will pay such costs incurred up to 10% of the Sum Insured of the property insured. 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:

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

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 this Section 7 (Machinery Breakdown), the basis upon which the amount payable under this Section 7 is to be calculated shall be the reinstatement of the plant or property destroyed or damaged.

"Reinstatement" shall mean:

- 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; or
- 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 :-

- The work of 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 increased thereby) must be commenced and carried out with reasonable dispatch 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.
- 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.
- No payment beyond the amount which would have been payable under Section 7 (Machinery Breakdown) 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.
- No payment beyond the amount which would have been payable under Section 7 (Machinery Breakdown) 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.
- Where, by reason of the above provisions, no payment is to be made beyond the amount which would have been payable under Section 7 (Machinery Breakdown) 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.

SECTION 8 – GROUP PERSONAL ACCIDENT

If during the Period of Insurance the employees or members of the Insured as described in the Schedule shall sustain bodily injury and such injury shall solely and independently of any other cause result in the death or disablement, as hereinafter defined, of such employees or members, the Company will, subject to the terms, provisos, exclusions and conditions of this Policy, pay to the Insured or employees or members of the Insured, as the case may be, the sum or sums of money specified in the Scale of Benefits below and the receipt of the Insured of such sums shall in all respects be an effective discharge of the Company's liability under this Section 8 (Group Personal Accident).

EXCLUSIONS

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

- War, invasion, act of foreign enemy, terrorist activities, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising;
- Insanity, suicide, intentional self-inflicted injuries or any attempt thereof;
- Any form of disease, infection or parasites and Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV);
- Intoxication beyond the legal limit in relation to driving offences or when under the influence of illegal drugs;
- Childbirth, miscarriage, or any complications to a pregnancy, unless caused solely by an accident;
- Provoked murder or assault;
- While traveling in an aircraft licensed for passenger service as a member of the crew;

- (h) While committing or attempting to commit any unlawful act;
- (i) While participating in any professional sports;
- (j) Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) meters in depth, mountaineering involving the use of ropes or mechanical guides;
- (k) Racing (other than on foot), pace-making, speed or reliability trials;
- (l) Ionisation, radiation or contamination by radioactivity, nuclear weapons material; and
- (m) Riding/driving without a valid driving licence (NOTE: this will not apply to employees or members of the Insured with an expired license but who are not disqualified from holding or obtaining such driving license under the regulations of the Malaysian Road Transport Department or any other relevant laws).

COVERAGE

In the event of an accident during the Period of Insurance causing Injury resulting in the death or permanent disablement (as specified in the Scale of Benefits below) to the employees or members of the Insured occurring within twelve (12) calendar months from the date of the accident, the Company shall pay the death or permanent disablement benefit, as the case may be, according to the percentage of the Principal Sum Insured as stated in the Scale of Benefits below.

Scale of Benefits		Percentage of Principal Sum Insured
A.	DEATH (occurring within twelve calendar months of the accident)	100%
B.	PERMANENT DISABLEMENT (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 an appropriate percentage of the Principal Sum Insured for the disablement which, in its opinion, is not inconsistent with the provisions of the Scale of Benefits above.

Permanent total loss of use of a part of a body shall be treated as a loss of use of the part of the body. 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 one hundred percent (100%) of the Principal Sum Insured. All other losses lesser than one hundred percent (100%), if having been paid shall reduce the Principal Sum Insured by that amount from the date of accident until the expiry of the Period of Insurance. In the event a total of one hundred percent (100%) of the Principal Sum Insured has been paid during the Period of Insurance, coverage under this Section 8 (Personal Accident) shall immediately cease to be in force and upon payment of the Principal Sum Insured, the Company's obligation under this Section 8 shall be fully discharged.

For purposes of this Section 8 (Group Personal Accident):

- (a) "accident" means any sudden or unexpected event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury; and
- (b) "injury" means bodily injury(ies) suffered anywhere in the world caused solely by an accident and not by sickness, disease or gradual physical or mental wear and tear occurring during the Period of Insurance.

PROVISOS

1. Unless otherwise agreed and endorsed hereon, compensation payable in respect death or permanent disablement occurring whilst more than one employee or member of the Insured is, to the Insured's knowledge, traveling in the same conveyance shall be limited to a maximum of Ringgit Malaysia Two Million Five Hundred Thousand (RM 2,500,000.00). In the event the total amount payable exceeds the said amount, the Company shall settle the claims of the respective employees or members 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. The sums payable for permanent disablement is only payable if the Company is furnished with a copy of the medical report issued by a medical practitioner confirming the permanent disablement.

CONDITIONS

1. Alterations

The Company reserves the right to amend the terms and conditions of this Section 8 (Group Personal Accident) and such alteration shall only be valid if authorised by the Company and endorsed hereon. Any alteration shall take effect from the next renewal of this Policy.

2. Lapse or Termination of Individual Coverage

The individual coverage of the employees or members of the Insured under this Section 8 (Group Personal Accident) shall lapse/terminate at mid-night (standard Malaysian time) on the last day of the Period of Insurance even if the Insured's employee or member attains the age of seventy (70) anytime during the Period of Insurance;

3. Claims

Notice of injury on which a claim may be based and which is covered by this Section 8 (Group Personal Accident), must be given in writing to the Company within thirty (30) days after the date of accident. Upon receipt of such notice, the Company shall furnish the Insured with a claim form for the filing of proof of claim.

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

4. Currency And Exchange Rates

In the event that the employee or member of the Insured shall be admitted to a hospital and/ or receives medical treatment outside Malaysia and renders bills in a currency other than Malaysian Ringgit, the Company shall compensate the Insured 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 relevant employee or member of the Insured is discharged from hospital.

5. Recovery under this Section 8 (Group Personal Accident)

No action at law or in equity shall be brought to recover on this Section 8 (Group Personal Accident) prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Section 8 (Group Personal Accident).

CLAUSES/WARRANTIES/ENDORSEMENTS

UNNAMED BASIS CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the coverage under Section

8 (Group Personal Accident) is issued based on the number of members and/or employees declared to the Company under the relevant classification of occupation as stated in the Schedule.

In the event of any claim, the Insured must furnish proof of documentary evidence to the Company that the injured person is under the Insured's employment during the Period of Insurance. If the actual number of members and employees under the relevant classification of occupation is more than the number of members and employees under the classification of occupation stated in the Schedule, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss.

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

AUTOMATIC ADDITION AND DELETION CLAUSE

It is hereby declared and agreed that this Policy is extended to cover any addition or deletion of employees or members of the Insured provided that the Insured shall declare to the Company such addition or deletion of the relevant employee or member within thirty (30) days from the date of commencement or termination of his or her employment, as the case may be.

AGE WARRANTY CLAUSE

Warranted that the age of the employees or members of the Insured shall not be less than 16 years old and not more than 70 years old at the time of inclusion under the coverage of Section 8 (Group Personal Accident). The coverage shall be renewable for such employees or members up to 70 years old.

DISAPPEARANCE CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that if after a period of one year has lapsed and the Company 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 employee or member of the Insured, the disappearance of an employee or member of the Insured shall be considered to constitute a claim under this Section 8 (Group Personal Accident).

It is further agreed that if at any time after payment has been made such employee or member of the Insured is found to be living, any sums paid by the Company in settlement of a death claim for such employee or member shall be refunded to the Company.

EXPOSURE CLAUSE

It is hereby declared and agreed that subject to all terms, limitations,, conditions and exclusions of this Section 8 (Group Personal Accident) 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 employee or member of the Insured caused by exposure to the elements, the death is the subject of a properly constituted judicial body or inquiry which finds that the employee or member died of exposure as a result of an accident.

UNPROVOKED MURDER AND ASSAULT CLAUSE

It is hereby declared and agreed that Section 8 (Group Personal Accident) is extended to cover death or permanent disablement to the employee or member of the Insured arising from unprovoked murder or assault.

STRIKE RIOT & CIVIL COMMOTION CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in Section 8 (Group Personal Accident), coverage under Section 8 (Group Personal Accident) shall be extended to cover death or permanent disablement directly or indirectly caused by the employee or member of the Insured taking part in labour disturbances, riots or civil commotions or acting with malicious intent on behalf of or in connection with any political organization, provided always that this extension shall not apply whilst the employee or member of the Insured is taking part in any disturbance of public peace.

INSECT, SNAKE AND ANIMAL BITES CLAUSE

It is hereby declared and agreed that Section 8 (Group Personal Accident) is extended to cover death or permanent disablement to

the employee or member of the Insured arising from harmful insect, snake and animal bites excluding death or permanent disablement arising from diseases or illness caused by parasite, bacteria or viruses carried by insects such as mosquitoes and the like, snakes or other animals.

ACCIDENTAL DROWNING OR ACCIDENTAL NEAR DROWNING CLAUSE

It is hereby declared and agreed that Section 8 (Group Personal Accident) is extended to cover death or permanent disablement to the employee or member of the Insured arising from accidental drowning or accidental near drowning.

SUFFOCATION THROUGH SMOKE, FUMES AND POISONOUS GAS CLAUSE

It is hereby declared and agreed that Section 8 (Group Personal Accident) is extended to cover death or permanent disablement to the employee or member of the Insured arising from accidental suffocation through smoke, fumes and/or poisonous gas.

SNATCH THEFT EXTENSION

The insurance under this provision shall cover snatch theft occurring within Property Insured's compound and within 150 metres vicinity from the Property Insured which results in loss or damage to the personal effects of the resident or tenant. The Company will reimburse the Insured up to RM300.00 for per person on any one loss with a maximum limit of RM5,000.00 in aggregate during the Period of Insurance.

This benefit is only payable provided a policy report of the incident resulting in the loss or damage to the Insured's personal effect is lodged within twenty four (24) hours of occurrence of the incident and written confirmation from JMB or MC of the Property Insured that the claimant is a legal resident or tenant of the Property Insured.

For the purposes of this benefit, this benefit shall only cover wallets and purses with the contents therein including replacement costs for national registration identity card, passport, driver's licence, and credit/debit cards, access cards for entry to Property Insured, eye glasses, handphone.

AMATEUR SPORTS CLAUSE

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary, the insurance under Section 8 (Group Personal Accident) are payable in the event of death or permanent disablement arising whilst the employee or member of the Insured is engaged in indoor or outdoor sports as an amateur except martial arts and boxing.

MOTORCYCLING RISK CLAUSE

It is hereby agreed that Section 8 (Group Personal Accident) extends to cover the employee or member of the Insured whilst motorcycling (whether as pillion rider 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 employee or member of the Insured in any speed contests or reliability or other trials.

MOUNTAINEERING CLAUSE

The insurance under Section 8 (Group Personal Accident) shall extend to cover the employee or member of the Insured whilst engaged in mountaineering (without use of ropes or guides) for recreational purposes.

SECTION – 9 PUBLIC LIABILITY - PREMISES

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 Property Insured's premises as stated in the Schedule

- (A) All sums which the Insured shall become legally liable to pay as compensation in respect of
- (1) bodily injury to or illness of any person; and
 - (2) loss of or damage to property; occurring within the insured premises during the Period of Insurance

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; and
 - (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 Section 9 (Public Liability) applies.

DEFINITIONS

The following terms when used in this Section 9 (Public Liability) shall have the following meanings set out below:

Accident

"accident" means a fortuitous event due to the Insured's negligence. For the purpose of this Section 9 (Public Liability), 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

"injury to or illness of any person" means 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

"compensation" means damages including the relevant 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

"loss of or damage to property" means physical damage to or destruction of or loss of tangible property including all resulting loss of use of that property.

EXCEPTIONS

The indemnity expressed in this Section 9 (Public Liability) shall not apply to:

- (1) liability of a resident, or tenant of any commercial units (where the property insured is comprises residential and commercial units) against:
 - (a) another resident or tenant; or
 - (b) against any other third party;
- (2) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement;
- (3) 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; or
 - (b) any sums payable by the Insured under legislation relating to occupational injury or illness;
- (4) 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; or
 - (d) caused by or in connection with or arising from the bursting of any pressure part of:
 - (i) any steam boiler or any economiser; or

- (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;
- (5) 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 as aforesaid;
- (6) 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; or
 - (f) fire, earthquake, explosion, flood, fumes or water pollution.

In these exceptions above:

- (i) the expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks; and
 - (ii) 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;
- (7) 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;
- (8) 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;
- (9) any 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;
- (10) liability directly or indirectly caused or contributed to by or arising from nuclear weapons material; and
- (11) 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, diethylstibesterol (DES), dioxin, or urea formaldehyde.

Limit Of Indemnity

The liability of the Company under this Section 9 (Public Liability) for all compensation payable:

- (a) to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series of incidents consequent on or attributable to one source shall not exceed the limit of indemnity specified in the Schedule for any one accident; and
- (b) in respect of all bodily injury to or illness of any person, or loss of or damage to property sustained during any one Period of Insurance shall not exceed the limit of indemnity specified in the Schedule for any one Period of Insurance.

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 relevant compensation amount up to 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) for which the claim or claims arising from such accident can be settled. The Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation as set out in sub-section (B) of this Section 9 (Public Liability) which was incurred prior to the date of payment of the relevant compensation for the accident.
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 information as the Company may require. The premium for such period shall thereupon be adjusted and the resulting difference, if any shall be paid by or allowed to the Insured as the case may be.
4. 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 by-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 Section 9 (Public Liability) until the Company shall have had an opportunity of inspecting the relevant property insured. 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.

CLAUSES / WARRANTIES / ENDORSEMENTS

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; and
- b) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and not recovered in Malaysia.

FIRE AND EXPLOSION ENDORSEMENT

It is hereby declared and agreed that the words "fire" and "explosion" in Exception 6(f) of this Section 9 (Public Liability) are deemed to be deleted but the indemnity expressed in Section 9 shall not however apply to nor include legal liability in respect of injury or damage caused by or in connection with or arising from the bursting of a boiler, economiser or other vessel, machine or apparatus wherein internal pressure is due to steam only.

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

NEON/ADVERTISING SIGNS ENDORSEMENT

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this Section 9 (Public Liability) 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 ensure that 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 the same.

Provided always that the liability of the Company under Section 9 and this 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 for this Section 9 in the Policy.

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

LIFTS, ELEVATORS AND ESCALATORS CLAUSE

It is agreed that this Section 9 (Public Liability) shall cover the Insured's legal liability in respect of bodily injury to or illness of any person, or loss of or damage to property arising out of the ownership or use of any lift, elevator or escalators.

Provided always that :-

- (a) the Insured shall maintain a contract for inspection and maintenance by a competent engineer for such lift, elevator or escalator. Further, the Insured shall at all times keep the lift, elevator or escalator in a proper state of repair and if any defect shall be discovered, rendering the risk more than usually hazardous, the Insured shall cause the said defect to be made good and shall in the meantime cause such additional precautions to be taken as the circumstances may require; and
- (b) the lift, elevator or escalator shall be open at all reasonable times to the inspection of the Company.

Provided further that the liability of the Company in any one year of insurance shall not in the aggregate nor in respect of any one occurrence exceed the relevant limit of indemnity for this Section 9 as set out in the Schedule.

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 this Section 9 (Public Liability) shall extend to cover the Insured's legal liability in respect of any bodily injury or loss of or damage to property caused by:

- (a) all plant and machinery owned and/or operated by the Insured, cranes or power hoisting machines other than passenger lifts; or
- (b) all plants, equipment or tools of trade hired by the Insured or for which the Insured is responsible;

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

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

VEHICLES USED AS TOOLS OF TRADE (EXCLUDING VEHICLES LICENSED FOR ROAD USE)

It is agreed and understood that this Section 9 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 premises insured as mentioned in the Schedule.

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

LOADING AND UNLOADING ENDORSEMENT

It is hereby declared and agreed that this Section 9 (Public Liability) 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 carriageway or thoroughfare in connection with:-

- (a) the bringing of a load to such vehicle for loading thereon; or
- (b) the taking away a load from 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 Section 9 and this 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 for this Section 9.

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 arrangements or" are deemed to be deleted from Exception No. 6(c) of this Section 9 (Public Liability).

ALTERATIONS AND REPAIRS CLAUSE

Notwithstanding anything contained herein to the contrary, the indemnity expressed under this Section 9 (Public Liability) 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 property insured to carry out alterations and repairs provided that 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.

SOCIAL AND SPORTS ACTIVITIES ENDORSEMENT

It is declared and agreed that this Section 9 (Public Liability) shall extend to cover the legal liability of social and/or sporting club(s) (including the liability of the club's 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), its office bearers and/or members hereby indemnified shall comply with and be subject to the terms, conditions and limitations of this Section 9 and the Policy as though such club(s), office bearers and/or members were the Insured; and
- (b) this endorsement shall be subject to the same limit of indemnity applicable to Section 9.

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

FIRST AID FACILITIES ENDORSEMENT

This Section 9 (Public Liability) extends to cover legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence or omission of any duly qualified member of the medical profession or any employee or volunteer worker of any hospital or organisations providing ambulance service.

EMPLOYEES' EFFECTS EXTENSION CLAUSE

It is hereby declared and agreed that this Section 9 (Public Liability) shall extend to cover the legal liability of the Insured in respect of loss or damage to clothing and/or personal effects of employees, with 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' EFFECTS EXTENSION CLAUSE

It is hereby declared and agreed that this Section 9 (Public Liability) extends to cover legal liability of the Insured in respect of loss or damage to the personal effects of the Insured's guests up to an amount of RM 250.00, occurring at the property insured under this Policy.

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

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 Claim first made during the Period of Insurance for any Wrongful Act committed within Malaysia 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 payable under this Section 10 (Errors and Omission).

DEFINITIONS

The following terms when used in this Section 10 (Errors and Omission) shall have the following meanings set out below:

(1) Claim

"Claim" means any written demand or claim pursuant to a civil proceeding or regulatory or administrative proceeding against an Insured for a Wrongful Act.

(2) Insured

"Insured" means natural persons who was or is a director, manager, secretary or other similar officer of the Policyholder and shall include the Policyholder itself, and where applicable, shall be extended to include:

- (a) 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 provided always that there shall be no coverage under this Section 10 in respect of any Claim that alleges a Wrongful Act was committed by the spouse of the Insured; and
- (b) the legal representatives, heirs, assigns or estates of an Insured in the event of an Insured's:
 - (i) death or incapacity; or
 - (ii) insolvency or bankruptcy arising from the Wrongful Acts of such Insured.

(3) 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, damages, taxes, or punitive or exemplary damages.

(4) Policyholder

"Policyholder" means the entity to which this Policy is issued as shown in the Schedule.

(5) Wrongful Act

"Wrongful Act" means any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, libel, slander, defamation, negligence, breach of warranty, breach of authority, breach of fiduciary duty or any other act by an Insured acting in their capacity as a director, manager, secretary or other similar officer of the Policyholder, as the case may be.

EXCEPTIONS

This Section 10 (Errors and Omission) does not provide coverage for any Claim:-

- (1) arising from, based upon or attributable to a Wrongful Act committed by the Insured:
 - (a) with the connivance of the Insured or with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or
 - (b) to gain any personal profit, remuneration or advantage to which they were not legally entitled; or
 - (c) who failed to take all reasonable precautions or exercise 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 arising 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 bodies or agencies; and /or
 - (c) the Insured;
- (6) made against the Insured arising out of and /or in connection with security services provided by security companies.

CONDITIONS

1. The Insured shall, as a condition precedent to their right to be indemnified under this Section 10 (Errors and Omission), 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 circumstances which may give rise to a Claim under this Section 10 (Errors and Omission) and shall, during the Period of Insurance, give written notice of the same to the Company, any claim which may be subsequently made arising out of such circumstances shall be deemed to be a Claim made during the Period of Insurance.
3. In the event of notification of a Claim (including any circumstances 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 Section 10(Errors and Omission) 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 Policyholder agrees to act on behalf of all persons with respect to the giving and receiving of a notice of Claim or cancellation of this Policy, the payment of premiums and the receiving of any return of premiums that may become due under this Section 10.
6. In granting coverage under this Section 10 (Errors and Omission), the Company has relied upon the written application and any other attachments, which forms 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 Section 10 (Errors and Omission) 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.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- (1) If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal or date

of submission of the relevant information for coverage under this Policy, the Insured shall within seven (7) days give notice in writing to the Company and shall pay additional premium as the Company may require.

- (2) Subject to the relevant duty of disclosure of the Insured, if any answer, disclosure or representation by the Insured in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect before this contract of insurance is entered into, varied or renewed, or if the Insured shall have failed to disclose any fact that the Insured knew to be relevant to the Company's decision on whether to accept this risk or not and on the rates and the terms to be applied, then, this Policy shall be void. If any claim made by the Insured shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim, then the Company reserves the right to deny or reduce such claim or terminate the Insured's coverage, as the case may be. No payment in respect of any premium shall be deemed to be payment to the Company unless it has been paid directly to the Company or to a registered agent of the Company.
- (3) This Policy 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 Policy may also be terminated at the option of the Company by a notice of termination by registered letter to the Insured at his last known address with termination becoming effective thirty (30) days following the date of such notice. In such cases the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of termination. 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 thirty (30) 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; and
 - (b) particulars of all other insurances covering the same loss or damage, 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 the Insured's 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, the Company shall not be liable to pay or contribute hereunder more than its rateable proportion of such loss or damage.
- (7) 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 in the case of an arbitration taking place in pursuance of General Condition 8 of this Policy, within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefits under this Policy shall be forfeited.

- (8) 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.
- (9) Every notice and other communication to the Company required by these Conditions must be written or printed.
- (10) 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.
- (11) 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 notified 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 / ENDORSEMENTS APPLICABLE TO ALL SECTIONS

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.

Applicable Tax

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. In the event that any sales and service tax, value added tax or any similar tax and any other duties, taxes, levies or imposts (collectively "Applicable Tax") whatsoever are introduced by any authority and are payable under the laws of Malaysia in connection with any supply of goods and/ or services made or deemed to be made under this Policy, the Company will be entitled to charge any Applicable Tax as allowed

by the laws of Malaysia. Such Applicable Tax payable shall be paid in addition to the applicable premiums and other charges. All provisions in this Policy on payment of premiums and default hereof shall apply equally to the Applicable Tax.

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.

- (c) The Insured also has a duty to tell the Company immediately if at any time, after this Policy contract has been entered into, varied or renewed with the Company, any of the information given for this Policy contract is inaccurate or has changed.

Consent to use Personal Data

- (a) The Insured represents and warrants that if it submits information relating to other individuals to the Company, that it has the authority to provide information relating to such individuals, that it has informed the individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the Company, and that the Insured or other individuals agree and consent that the Company may collect, use, disclose and process the personal information (whether obtained during the application process or administration of this Policy) in accordance with the Company's Privacy Notice as published from time to time at allianz.com.my.

- (b) General Data Protection Regulation ("GDPR")

If any individual covered under this Policy wishes to exercise their GDPR rights, the Insured shall inform such individual to write to the Company at privacy@allianz.com.my in order for the Company to assess and comply with the EU Privacy Law – GDPR.

Premium warranty clause

It is a fundamental and absolute special condition of this Policy that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy or endorsement or renewals thereof, as the case may be.

If this condition is not complied with then this Policy is automatically cancelled and the Company shall be entitled to the pro rata premium for the period the Company was on risk.

Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty.

Subject otherwise to the terms and conditions of this Policy.

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, including 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 its 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; and
- (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.

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 to:
 - (i) correctly recognize any data as its true calendar date;
 - (ii) 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
 - (iii) 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) to (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 peril as defined in the Policy.

Property cyber and data exclusion (LMA5401)

- (1) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - (a) Cyber Loss; and
 - (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (2) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (3) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- (4) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- (5) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- (6) Cyber Incident means:
 - (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - (b) any partial or total unavailability or failure or series of related, partial or total unavailability or failures to access, process, use or operate any Computer System.
- (7) Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- (8) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Terrorism exclusion endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy 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 Company alleges 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 Insured.

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

Radioactive/nuclear energy risks exclusion clause

This Policy 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; or
- (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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 in respect of loss 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.

Communicable disease endorsement clause (LMA5393) – Applicable to Sections 1 to 7

- (1) This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- (2) For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - (a) for a Communicable Disease; or
 - (b) any property insured hereunder that is affected by such Communicable Disease.
- (3) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- (4) This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the Policy remain the same.

Communicable disease endorsement clause (LMA5396) – Applicable to Sections 9 and 10

- (1) Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- (2) For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- (3) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

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; or
- (c) fines, penalties, or punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

Notwithstanding the foregoing, this Policy 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 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.

Sanction limitation exclusion clause (LMA3100)

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.


Lodging of Complaints



We are committed to maintaining high levels of service, honesty, integrity and trustworthiness. If you have any reason to be dissatisfied with any of our products or services, we would like to hear from you. Your feedback is very important to us as we are always looking for ways to improve and serve you better.


To provide us with your feedback, you may contact us via the following channels:


Write to:

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

 1 300 22 5542

  AllianzMalaysia

 customer.service@allianz.com.my

 allianz.com.my

Avenues to Seek Redress

You may submit your complaint to the Ombudsman for Financial Services (OFS) if you are not satisfied with our final response or decision, in the event that your complaint is within the scope of the OFS as well as the following monetary thresholds:

(1) Insurance claims not exceeding RM250,000.00; and


(2) Motor third party property damage claims not exceeding RM10,000.00.

The OFS can be contacted at the following address:

Ombudsman for Financial Services, Level 14, Main Block, Menara Takaful Malaysia, No 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

 03 2272 2811

 03 2272 1577

 enquiry@ofs.org.my

 ofs.org.my


If your complaint does not fall within the purview of the OFS, you may refer your complaint to Laman Informasi Nasihat dan Khidmat (LINK) of Bank Negara Malaysia (BNM) at the following address:

Write to (BNMTELELINK):

Pengarah, LINK & Pejabat BNM, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur.


Walk-in (BNMLINK):

4th Floor, Podium Bangunan AICB, No. 10, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur.

 1 300 88 5465

 03 2174 1515

 bnmtelelink@bnm.gov.my

 bnm.gov.my




You may check with our Customer Feedback Centre on the types of complaints handled by the OFS or BNM before submitting your complaint.

Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)

(Licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Allianz Customer Service Centre

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

Allianz Contact Centre: 1 300 22 5542 Email: customer.service@allianz.com.my   AllianzMalaysia  allianz.com.my

