

Policy

ALLIANZ BUSINESS SHIELD PACKAGE INSURANCE

Allianz Business Shield Package Insurance

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 Insured's property or legal liability against the third party as further described by each Section which happen during the policy period stated in the Schedule or during further period as agreed by the Company provided that the limit in no case exceed the sum insured stated in the Schedule or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

Commercial Fire

Section I – Fire Insurance

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Allianz General Insurance Company (Malaysia) Berhad (200601015674)** (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Allianz General Insurance Company (Malaysia) Berhad (200601015674)** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance. This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

The Company agrees subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, 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 liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

Provided always that the due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Policy Conditions

1. Duty Of Disclosure

For Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

The Insured is also required to 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. The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

For Non-Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has 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 the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

2. Payment Of Premium

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

3. Contribution

The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured. Such notice should be given and endorsed by the Company in this Policy before the occurrence of any loss or damage.

4. Displacement

All Insurance under this Policy

- (1) on any building or part of any building,
- (2) on any property contained in any building,

- (3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
- (a) of such building or of any part thereof,
 - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

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

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

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

5. Excluded Cover

- (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 8(f) or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (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 ionizing 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 5(2) only combustion shall include any self-sustaining process of nuclear fission.

6. 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 convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone, or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (e) Any act of terrorism.

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

7. Excluded Liability

This insurance does not cover any liability for:

- Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:
- (i) pollution or contamination which itself results from a contingency hereby insured against.
 - (ii) any contingency hereby insured against which itself results from pollution or contamination.

8. Excluded Property

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

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding RM500/-.
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the cleaning of lands by fire.

9. 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 manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

10. Marine Insurance 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 or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

11. Cancellation

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.

12. Claim Procedure

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within fifteen (15) days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:

- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) Particulars of all other Insurances, if any.

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

No claim under this Policy shall be payable unless the terms of this Condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

13. 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.
- (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.

14. 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.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

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

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

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

15. Fraudulent Claim

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 22 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

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

17. Value Of The Insured Property

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

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

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

18. Subrogation

The Insured shall, at the expense 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 or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

19. Contribution

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

20. Condition Of Average

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

21. 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 rate stated on the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.

22. Arbitration

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.

23. 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.

24. Notice

Every notice and other communication to the Company required by these Conditions must be written or printed.

25. Meaning

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.

26. Temporary Repairs to Premises

The Company will indemnify the Insured up to RM5,000.00 for each claim the Insured submit 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.

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. 01A Restriction of merchandise warranty (club/ school/office)

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 except in direct relation to the activities of a club, school or office.

RW. 01B Restriction of merchandise warranty (not exceeding 10% of total floor area)

Warranted that during the currency of this Policy not more than 10% of the total floor area of the premises insured 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. 01D Restriction of merchandise warranty (not exceeding 50% of total floor area)

Warranted that during the currency of this Policy not more than 50% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

RW. 02 Detached building warranty

Warranted that during the currency of this Policy the building (containing the property) insured by this Policy is detached by at least 5 metres for class 1, 6 metres for class 2 and 10 metres for class 3 construction on all sides from any other building (excluding small outhouses).

RW. 03A Storage of hazardous goods warranty A

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

i) All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint 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

RW. 03B Storage of hazardous goods warranty B

Warranted that during the currency of this Policy, the storage of goods and the quantity of the goods stored in or upon the within mentioned premises are in compliance with the Regulations and Laws of Malaysia.

RW. 04A Storage of petrol warranty

Warranted that during the currency of this Policy the storage of petrol be in accordance with the Government Regulations.

RW. 04B Restriction of spray painting/ powder spraying warranty

Warranted that during the currency of this Policy no spray painting/ powder spraying or any process in connection therewith be carried on in the premises described herein.

RW. 04C Printing process warranty

Warranted that during the currency of this Policy no printing or any process in connection therewith be carried on in the premises described herein.

RW. 06 Motor vehicles repairs warranty

Warranted that during the currency of this Policy no repair work of any kind on motor vehicles and agricultural implements be carried on in the premises described herein.

RW. 07 Solvent extraction warranty

Warranted that during the currency of this Policy no solvent extraction be carried on in the within described premises.

RW. 08A Smoking, drying or storage of rubber warranty

Warranted that during the currency of this Policy no smoking, drying or storage of prepared rubber be carried on in the premises described herein but allowing the storage of liquid latex.

RW. 08B Smoking or drying of rubber by artificial heat warranty

Warranted that during the currency of this Policy no smoking of rubber or drying by artificial heat be carried on in the premises described herein.

RW. 08C Drying by artificial heat warranty C

Warranted that during the currency of this Policy no drying by artificial heat be carried on unless the furnace for heating and its flues be entirely outside the premises or separated therefrom by a brick, stone or concrete wall not less than 4 1/2 inches thick passing through the roof, without openings except such as may be necessary for metal pipes, and the heat conveyed by steam, hot water or hot air not directly drawn from the furnace fire or from flue gases.

Note: Where, however, the heater house roof abuts the main buildings at a lower level than the main roof such wall need only be carried up to the eaves of the main roof

RW. 09 Removal and burning of wood wastes warranty

Warranted that during the currency of this Policy:-

- (a) all shavings, sawdust and other refuse be removed from the premises regularly but not less than three (3) times a week and not allowed to accumulate.
- (b) no shavings, sawdust or other refuse be burned (other than in a brick incinerator or furnace used in connection with the insured's business) within 30 metres (100 feet) of any building forming part of the insured premises.

RW. 10 Burning of sawdust (within 100 feet) warranty

Warranted that during the currency of this Policy:-

- (i) no power (other than electric); and
- (ii) no artificial heat be used; and
- (iii) that shavings, sawdust or other refuse be removed daily from the premises and be not burned (other than in a brick incinerator or furnace used in connection with the Insured's business) within 30 metres (100 feet) thereof.

RW. 11A Storage of unhewn logs (within 15 metres) warranty

Warranted that during the currency of this Policy no unhewn logs be stored or stacked within 15 metres (50 feet) of the sawmill.

RW. 11B Storage Of Sawn Timber (Within 100 Feet) Warranty

Warranted that during the currency of this Policy no sawn timber be stored or stacked within 30 metres (100 feet) of the sawmill.

RW. 12 Vacant risk warranty

Warranted that at no time during the currency of this Policy shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.

It is further warranted that all doors, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorised person or persons.

RW. 13A Plastics warranty A

Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; silicone resins; fluorocarbons; polyester resins including alkyd resins, polyvinyl acetate; polyvinyl butyrate; epoxy resins, amino resins will be used or stored in the within described premises.

RW. 13B Plastics warranty B

Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than polystyrene; acetal resins; acrylic resins; acrylonitrile butadiene styrene (A.B.S) resins; ethyl cellulose; polypropylene; polythene/polyethylene; methyl methacrylate; cellulose acetate; cellulose acetate butyrate; cellulose propionate; polymethyl methacrylate; polyvinyl chloride will be used or stored in the within described premises.

RW. 13C Plastics warranty C

Warranted that during the currency of this Policy no nitrocellulose based plastics or foamed or expanded plastics be manufactured, used or stored in the within described premises.

RW.14 Fuel storage tanks installations warranty

Warranted that during the currency of this Policy the Fuel Storage Tank Installations comply with the following regulations:-

- (a) Tanks must be of steel and placed at least 2 feet below the surface of the ground and must be filled only from the open through oil-tight pipes fitted with screwed caps or valves.
- (b) Motor vehicles must stand in the open when their tanks are being filled.
- (c) No artificial light other than electric light may be used near tanks or pumps.

Note: The filling of tanks under balconies or verandahs is not to be considered as non compliance with (a) and (b) above.

RW.15 Storage tank installations warranty

Warranted that during the currency of this Policy no mineral or rock oils or liquid products or mixtures thereof giving off an inflammable vapour below 150°F (closed cup test) shall be stored or deposited in, or within 50 feet of any tank, barrels, tins or drums insured or the contents of which are insured hereby.

RW. 16 Curing barns (source of fuel) warranty

Warranted that during the currency of this Policy the furnaces and/or stoves of the curing barns are fired by gas, oil and/or electricity.

RW. 17 Manufacture and storage of paint, etc. Warranty

Warranted that during the currency of this Policy no manufacturing or storage of oil paints, enamels, lacquers, varnishes, varnish stains, cellulose paints or paint thinners, removers or renovators be carried on within the insured premises.

RW. 18 Use & storage of foamed plastics and foamed rubber warranty

Warranted that during the currency of this Policy no foamed plastic or foamed rubber or goods made therefrom be used or stored.

RW. 19 Regular inspections warranty

Warranted that during the currency of this Policy the premises be inspected at the end of each day for smouldering matches, tobacco or other materials and signed reports made thereon by the employee(s) responsible for such inspection. The reports to be examined at least once each week by the Management.

RW. 20 Bituminous materials/solvents warranty

Warranted that during the currency of this Policy no bituminous material and/or solvents having a flash point (closed cup test) below 32°C (90°F) be used or stored within the insured premises.

RW. 22A Liquified petroleum gases warranty

Warranted that during the currency of this Policy, relevant government regulations dealing with storage or use of liquified petroleum gases shall be complied with at all times.

RW. 22B Waiver of liquified petroleum gases warranty

It is permissible to waive the provisions of Warranty 22A subject to an additional premium of 10% of the basis trade/ occupation rate (for fire and lightning only).

RW. 23 Use of electricity and/or solar power only warranty

Warranted that during the currency of this Policy, no power other than electricity and/or solar power be used for heating purposes.

RW. 24A Spray painting warranty

Warranted that during the currency of this Policy in the part of the premises used for spray painting*:-

- (a) No cleaning off, mixing, spray painting*, or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequately ventilated to the open by means of an exhaust fan or fans with sufficient fresh air inlets located near floor level, and that not more than one day's supply of paint, lacquer, solvent, diluent or thinner be deposited therein.
Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.
- (b) All paints, lacquer, petrol, solvents, diluents and thinners be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports of incombustible material, any communication having a closely fitting door or hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) No artificial lighting, other than explosion-proof or flame-proof electric lights, be used.
- (e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.

(Note*: To be replaced with the words "spray painting and powder spraying" in the event the risk involve two processes).

RW. 24B Waiver of spray painting warranty

In consideration of the payment of an additional premium, it is hereby agree that spray painting* is allowed to be carried on in the premises described herein.

(Note*: To be replaced with the words "spray painting and powder spraying" in the event the risk involve two processes

RW. 25A Powder spraying warranty

Warranted that during the currency of this policy in the part of the premises used for powder spraying:-

- (a) No cleaning off, mixing, powder spraying or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and an adequate means of ventilation/pneumatic extraction system should be provided.

Compartments should be constructed of brick and/or cement concrete having floor and roof. Any support should be of incombustible material and any communication be fitted with door(s) of hardwood or incombustible material.

- (b) All electrical lightings and fittings in the powder spraying compartment should be of explosion/flame proof types and no artificial lightings and other spark producing equipments should be used in the compartment.
- (c) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.

RW. 25B Waiver of powder spraying warranty

In consideration of the payment of an additional premium, it is hereby agreed that powder spraying is allowed to be carried on in the premises described herein.

RW. 26 Premium warranty

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/ endorsement/ renewal certificate. If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

RW. 27 Silent risk warranty

Warranted that during the currency of this policy the said industrial risk be silent and that the machinery be not worked (except occasionally for the purpose of keeping it in order, no material being passed through it) and that no repairs to machinery or millwrights' work, be carried on.

It is further warranted that the insured premises not be used for the storage or deposit of goods.

RW. 90 Dual occupancy

A Premium loading of 25% on the respective Tariff rates is charged in the case of dwellings and offices in dual or multiple occupancy risk.

Clauses and Endorsements (Not included unless specified in the schedule)

RC. 01A Temporary removal clause - contents of private dwellings

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

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

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

RC. 01B Temporary removal clause (other property excluding stock-in-trade and merchandise)

The property insured under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed including whilst in transit for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and there from by road, rail, or inland waterway, all in Malaysia, the Republic of Singapore or Brunei Darussalam.

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 as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to:

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

RC. 02A Removal of debris (with separate sum insured)

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

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

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

The Company will not pay any costs or expenses:

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

RC. 02B Removal of debris (without separate sum insured)

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

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

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

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

The Company will not pay any costs or expenses:

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

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

RC. 03A Architect's surveyor's and consultant's fees (with separate sum insured)

The insurance by this item(s) is in respect of 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 such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the sum insured on this item(s).

RC. 03B Architect's, surveyor's, engineer's and consultant's fees (without separate sum insured)

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

RC. 04 Other contents clause

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

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

RC. 05 Capital additions clause (not applicable to stock-in-trade or merchandise nor to insurances where the total sum insured is less than rm1,500,000).

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

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

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

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

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

RC. 06A Mortgagee (chargee) clause 1

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

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

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

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

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

RC. 06B Mortgagee (chargee) clause 2 (refer policy schedule where applicable)

RC. 07 Contract price

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the venue of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

RC. 08 Foundation exclusion

The Insurance on Building(s) excludes that part of any building below the under* surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

Note 1: *"upper" may be substituted for "under".

Note 2: The words in brackets may be omitted.

RC.09A Rent (applicable to owner non-occupier of the premises)

On*..... months rent insured. Sum Insured: RM*.....

This insurance on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall not exceed

such proportion of the sum insured on Rent as the period necessary for reinstatement or repairs bears to the total number of months of Rent insured.

RC.09B Rent (applicable to owner occupier of the premises)

On*..... months expenses insured. Sum Insured: RM*.....

This insurance on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall be the reasonable additional expenses necessarily incurred by the insured in renting an alternative premise elsewhere. Provided that the total amount payable shall not exceed such proportion of the expenses insured as the period necessary for reinstatement or repairs bears to the total number of months expenses insured.

RC.09C Rent (applicable to tenant occupier)

(i) On months rent insured. Sum Insured RM...

(ii) On months expenses insured. Sum Insured RM...

This insurance on Rent applies only if any of the said building(s) or any part thereof is unfit for occupation in consequence of any fire or any other peril hereby insured against but only in respect of the period necessary for reinstatement or repair and the amount payable shall not exceed:

- (i) the amount of rent that the insured is legally liable for; and/or
- (ii) the reasonable additional expenses necessarily incurred by the insured in renting an alternative premise elsewhere.

Provided the total amount recoverable under this extension shall not exceed the Sum Insured stated.

RC. 10 Computer systems records

Computer systems records are insured 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 of the information contained therein.

RC. 11 Designation clause

For the purpose of determining where necessary the item (column heading) under which any property is insured, the Company agrees to accept the designation under which such property is entered in the insured's books.

RC. 12 Pawnbrokers (refer policy schedule where applicable)

RC. 13 Escalation clause

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(s), the sum(s) insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
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As shown in the schedule

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the Insured shall notify the Insurers:-

- (i) the sums to be insured under each item above, but in the absence of such instructions the sums insured by the above items shall be those stated on the Policy (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the period of insurance up to that renewal date, and

- (ii) the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

RC. 14 Coinsurance and leader clause

It is hereby declared and agreed notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss or damage in the circumstances provided for by this Policy indemnify the Insured in the manner herein described:

Company	Policy No.	Proportion	Signature
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As shown in the schedule

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-insurer, is authorised to sign the Policy/ Endorsement/ Renewal Receipt.

For all intents and purposes this policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

RC. 15 Automatic renewal clause

This Policy is deemed to be automatically renewed and the appropriate premium charged upon expiry unless otherwise instructed.

RC. 16A Reinstatement value clause

Notwithstanding anything to the Contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items as stated in the schedule of) the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

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 increase) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (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 has 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 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.
 - (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.

RC. 16B Reinstatement value (strata titled property) clause

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items as stated in the schedule) of the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby

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 increase) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (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 of 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 being his 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, if more than one of the Policy 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.
 - (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 therein.

- (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 Title Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

RC. 17A Reinstatement -day one basis (non adjustable) (refer policy schedule where applicable)

RC. 17B Reinstatement -day one basis (adjustable) (refer policy schedule where applicable)

RC. 18 Reinstatement in compliance with the requirement of public authorities

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that the insurance by (item as stated in the schedule) this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any Municipal or Local Authority provided that:-

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

RC. 19 Declaration policies special conditions for declaration policies

- (1) In consideration of the premium by this Policy being provisional in that it is calculated on 100% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance:-

The Insured agrees to declare to the Company in writing the value of his stocks, less any amount insured by Policies other than Declaration Policies, on the following basis namely(insert the appropriate wording in accordance with Rule 1.25.5 of Section 1) and to make such declaration within thirty days of the (insert the appropriate day or date) of each calendar month, such declaration to be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other Policies on a declaration basis cover the stock hereby insured the declarations shall be made so as to apportion to each Policy a share of the value of the stocks insured under such Declaration Policies, pro-rata to the respective amounts named in the Policies.

In the event of a declaration not being made within the thirty days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated at the rate applicable on the average sum insured, namely, the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be less than the provisional premium the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

- (2) The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
- (3) If at the time of any loss, there be any other subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the sum insured by such insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.
- (4) If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
- (5) In the event of a loss occurring the Insured undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
- (6) In the event of this Policy being cancelled by the Insured during its currency (whether stocks exists or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancelment, or 50% of the provisional premium whichever is the greater; but if the Policy is cancelled by the Insured after a loss has occurred the premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured up to the cancelment plus the pro-rata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of the loss paid, or 50% of the provisional premium whichever is the greater.
- (7) It is warranted that every other Policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
- (8) This insurance is subject in all respects to the printed conditions of the Policy except in so far as they may be varied by these Special Conditions.

RC. 20 Temporary storage clause

The Property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia, Brunei Darussalam and Singapore. PROVIDED that:-

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the Company is limited to 10% of the total sum insured or RM500,000 whichever is the lower for property covered under this clause.
- (c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit)

(d) this insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

RC. 21 Leasing endorsement

It is hereby understood and agreed that the lessors stated in the Schedule are the owners of the property insured by item as stated in the Schedule and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the insured under this policy in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the company respectively under or in connection with this policy.

Non Cancellation Clause

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

RC. 22 Smoke damage endorsement

Notwithstanding anything contained in this policy to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, the insurance under item as stated in the schedule of this Policy shall extend to include:-

Destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus.

In respect of loss or damage caused by the peril hereby insured against, the Company shall not be liable for the first RM50,000 of each and every loss as ascertained after the application of any condition of average.

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 destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

RC. 23 Brand, label and trademark clause

In the case of damage to property bearing a brand, label or trademark, the sale of which in any way carries a guarantee of the Insured, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands, labels, and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said property.

RC. 24 Goods and stocks undergoing any heating or drying process endorsement

Notwithstanding anything to the contrary contained in Condition 5(i) (b) of the Policy, it is hereby understood and agreed that the insurance under items as stated in the Schedule of this Policy shall extend to include loss or damage to the property occasioned by its undergoing any heating or drying process provided that loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition or discolouration of the property is excluded.

RC. 25A Sprinkler leakage endorsement – building

RC. 25A(I) Sprinkler leakage endorsement – building deletion of exclusion (d) and/or (e)

RC. 25B Sprinkler leakage endorsement – contents

RC. 25B(I) Sprinkler leakage endorsement – contents deletion of exclusion (d) and/or (e)

In consideration of the payment of an additional premium, it is hereby declared and agreed that the insurance under this policy extends to include loss of or damage to the property insured directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus.

Provided always that otherwise the insurance under this endorsement and the Policy shall be subject to all the terms, limitations, stipulations, exclusions, provisions and exceptions printed on, expressed in, endorsed upon or attached to the Policy and that without in any way limiting the generality of the foregoing, the liability of the Company shall in no case under this endorsement exceed in respect of each item the sum expressed in the Schedule or in the whole the total sum insured.

This insurance does not cover loss or damage occasioned by or through or in consequence of:-

- (a) explosion, the blowing up of buildings or blasting
- (b) the order of any authority
- (c) heat caused by fire
- (d) repairs or alterations to the buildings or premises
- (e) the automatic sprinkler installation being either repaired, removed or extended.

No liability shall attach if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy.

Special Conditions

1. The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
2. The Company shall not be responsible for loss or damage which may occur after notice has been given to the Insured by the Company that Sprinkler Installations is/are liable to accident by reason of defective construction or condition nor if the Insured is himself aware of defect in construction or condition.

RC. 26 Hire purchase endorsement

It is hereby understood and agreed that the party as stated in the Schedule (hereinafter referred to as the Owners) are the owners of the property insured by item(s) as shown in the Schedule and that such property is the subject of a Hire Purchase Agreement made between in the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured as stated in the Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this Policy.

Non Cancellation Clause

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

RC. 27 Internal removal clause

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

RC. 28 Outbuilding clause

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

RC. 29 Appraisalment clause

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisalment of the undamaged property shall be required.

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

RC. 30 Vehicle load clause

In the event of any of the Insured's vehicles being left loaded overnight whilst in or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

RC. 31 Alterations and repairs clause

Notwithstanding condition 9(a), workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

RC. 32 Aggregate condition of average clause (applicable to total sum insured exceeding rm10,000,000/-)

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within the policy, policy condition 20 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 20 is deemed to have been deleted.

RC. 33 Agreed value endorsement for art objects/ paintings, antiques and such like items (refer policy schedule where applicable)

RC. 34 Other insurance clause

It is understood and agreed that the Insured shall be deemed to have complied with condition no. 3 of this policy provided that he has declared to the company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

RC. 35 Pairs and sets clause

It is hereby declared and agreed that notwithstanding anything contained in this policy to the contrary, where any insured item consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

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

RC. 36A Floating insurance - specified locations (refer policy schedule where applicable)

RC. 36B Floating insurance - unspecified locations (refer policy schedule where applicable)

RC. 36C Floating insurance – unspecified homogeneous locations (Refer policy schedule where applicable)

RC. 37 Automatic inclusion clause (For insurance of rubber trees only) (refer policy schedule where applicable)

RC. 38 Tenants clause (as to interest of the owner)

It is hereby agreed that this insurance as to the interest of the Insured where the property insured is used or occupied by a tenant of the Insured, shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without the knowledge of the Insured provided that the Insured shall immediately on the same coming to his knowledge, give notice thereof to the Company and pay the additional premium (if any) which may be required by the Company from the date of such increase of risk.

Subject otherwise to the terms and conditions of the Policy.

RC. 39 Self-insurance clause (refer policy schedule where applicable)

RC. 40 Automatic hold cover (properties in new locations) clause (Refer policy schedule where applicable)

RC. 41 Deductibles and excess clause (Refer policy schedule where applicable)

RC. 42(A) Date recognition with saving clause

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

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. correctly recognize any data as its true calendar date
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done, by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the loss or damaged property has been replaced or repaired

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

Saving Clause

This endorsement shall not exclude subsequent loss or damage consequential loss which itself results from an insured peril as defined in the policy.
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Subject otherwise to the terms and conditions of the policy

RC. 43 Waiver of subrogation rights of insurers (refer policy schedule where applicable)

RC. 44 Voluntary deductibles (Refer policy schedule where applicable)

RC. 45 Property damage clarification clause

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

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

Consequently, the following are excluded from this Policy: -

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

RC. 47 Radioactive/nuclear energy risks exclusion clause

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

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

RC. 48 Unvalued policy clause

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

RC.49 Sanction exclusion clause

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 the insurer to any sanction, prohibition or restriction under the United Nations' Security Council resolutions (UNSC).

RC. 91 Buildings in course of construction

In consideration of the premium (under item * of) the policy, the Insured hereby agrees to insure throughout the period of operations on the site the total contract value of the building(s). If it should become apparent that the sum insured (under item *) or the period of cover is either insufficient or excessive, the Insured shall immediately request the Company to adjust such sum insured or period. In the event of the Company agreeing to such an adjustment, premium (under item *) shall then be recalculated as from the commencement date of the policy and an appropriate adjustment of the premium shall be made.

Provided that if, at the breaking out of any fire the total contract value of the property is greater than the sum insured thereon, then the Insured shall, notwithstanding any subsequent increase in the sum insured be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

The liability of the Company under this Policy shall in no case exceed the value at the time of the fire of that part of the building already erected and materials on site.

Warranted that notice shall be given to the Company when the building(s) under construction are occupied and that the Insured shall pay a suitable additional premium if required.

Note: Where only one item appears in the policy the words in brackets in the above Clause should be omitted.

* as specified in the Schedule.

RC.93 Inconvenience relief benefit

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover inconvenience relief benefit.

Provided always that the inconvenience relief benefit will be payable only after the loss has been ascertained to be a valid claim subject to the following conditions:

- i) Loss or damage to the building is more than 15% of the Building Sum Insured under Section 1-Fire
or
- ii) Insured being deprived of using the insured premises in excess of seventy-two (72) after the loss by insured perils under Section 1-Fire
or
- iii) Notifiable disease or illness has manifested within the Insured or Insured's employee(s) whilst in the Premises which directly or solely results in the restriction of use of the Premises (whether total or partial) by order of the relevant public authority.

The maximum Indemnity Period during which Inconvenience Relief Benefit is payable shall not exceed 14 days for the period of insurance.

Notwithstanding the above (i) and (ii) the Company will pay the Insured with one time minimum amount of Ringgit Malaysia Two Thousand Five Hundred RM2,500 anyone loss after the loss has ascertained been be a valid claim under Section I (Fire).

In the event the loss for conditions (i) and (ii) exceed RM 2,500 the Company will pay the insured for the Inconvenience Relief Benefit for the duration of repair work for the loss to the insured building as determined by adjuster subject to reasonable and customary practice. As for condition (iii) the Company will pay the insured for restriction of use of the insured premises up to maximum 14 days subject to terms and conditions contained in the Policy or endorsed thereof

The maximum amount payable under this clause shall not exceed sum insured expressed in the Schedule.

Special Conditions applicable to Notifiable Diseases or Illness

- 1. The term "notifiable disease or illness" shall mean a disease or illness sustained by Insured or the Insured's employee(s) due to any infectious or contagious disease resulting from human to human transmission [excluding all Sexually Transmitted Diseases and Acquired Immune Deficiency Syndrome (AIDS) which the relevant public authority has stipulated shall be notified to them.
- 2. The terms "Indemnity Period" shall mean the period during which the Insured's use of the premises shall be restricted (whether total or partial) commencing from the date such restriction of use is in effect and ending on the date the restriction is lifted or fourteen (14) days from the commencement of the Indemnity Period whichever is shorter.
- 3. The Insurer shall not be liable for any costs incurred in the repair, replacement recall or checking of property or premises.
- 4. For the avoidance of doubt, any payment made under this extension for notifiable disease or illness shall reduce the total amount of coverage of the Inconvenience Relief Benefit by the amount paid out for the remaining period of insurance.

RC.94 This insurance does not cover non-material damage or non physical damage of every kind

RC.95 This insurance does not cover loss destruction or damage occasioned by or happening through aids, sars or any mutation of the h5n1 that manifests as human infectious or human contagious disease

RC.96 Profit shield benefit

It is hereby agreed and understood that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed extra premium, the Policy shall be extended to include this Profit Shield Benefit as follows:

1. In the event that:
 - 1.1 a valid claim is submitted for the loss or damage due to the insured perils covered under Section 1-Fire of this Policy and the loss or damage is more than fifteen (15%) per cent of the total Sum Insured under Section 1 – Fire (excluding the Sum Insured for this Profit Shield benefit); or
 - 1.2 The Insured is deprived of using the insured Premises in excess of seventy-two (72) hours after the loss or damage to the insured Premises due to insured perils covered under Section 1 - Fire of this Policy,

the Company will pay the Insured the total daily amount for the duration required for necessary repairs or reinstatement works to enable the Insured to resume operations at the insured Premises, as determined by the loss adjuster subject to reasonable and customary practice.

2. In the event that a Notifiable Disease or Illness has manifested within the insured Premises directly caused by the Insured or the employees of the Insured which in turn directly and solely results in the restriction of use of the insured Premises (whether total or partial) by order of the relevant public authority, the Insured may make a one (1) time claim under this Profit Shield Benefit extension during the Period of Insurance for:
 - 2.1 the costs incurred for one (1) time disinfecting services of the insured Premises and the costs of one (1) time screening and testing kits for the employees of the Insured working at the insured Premises; or
 - 2.2 the total daily amount payable for the Indemnity Period, whichever lower.

The maximum amount payable under this Profit Shield Benefit extension shall not exceed the Sum Insured expressed in the Schedule or the Insured's profit before tax amount stated in the Insured's certified audited accounts as at the date of inception of this Policy, whichever is lower.

Special Conditions applicable to the event of Notifiable Diseases or Illness;

- a. The term "Notifiable Disease or Illness" shall mean any infectious or contagious disease resulting from human to human transmission (excluding all Sexually Transmitted Diseases and Acquired Immune Deficiency Syndrome (AIDS) which the relevant public authority has stipulated shall be notified to them.
- b. The term "Indemnity Period" shall mean the period during which the use of the insured Premises shall be restricted (whether total or partial) commencing from the date such restriction of use is in effect and ending on the date the restriction is lifted or fourteen (14) days from the commencement of the Indemnity Period, whichever is shorter.
- c. The Company shall not be liable for any costs incurred in the repair, replacement, recall or checking of any property in the insured Premises or the insured Premises
- d. For the avoidance of doubt, any payments made under this extension in the event of a notifiable disease or illness provided above, shall reduce the total amount of coverage of the Profit Shield Benefit extension by the amount paid out for the remaining Period of Insurance
- e. Provided that the Company shall not be liable for any loss insured by this Profit Shield Benefit extension unless interruption of or interference with the business of the Insured exceeds a period of 24 hours.

RC.97 Property cyber and data exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 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:
 - 6.1 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
 - 6.2 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:
 - 7.1 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.

Special Perils Endorsements (Not included unless specified in the Schedule)

NRP. 01 Aircraft damage endorsement

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

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

Special Conditions

- (1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
- (2) This insurance does not cover any loss 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 an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.

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

Subject otherwise to the terms and conditions of the policy.

NRP. 03 Storm, tempest endorsement

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

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

Excess Clause

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

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

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

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

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

Special Conditions

- (1) The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the Insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
- (2) This endorsement does not extend the insurance under this Policy to cover:-
 - (a) Consequential loss of any kind.
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
 - (d) Loss or damage caused by explosion except as provided in Condition 8(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:- Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description. Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy. Subject otherwise to the terms and conditions of the Policy.

NRP. 04 Flood endorsement

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

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

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

Excess Clause

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

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

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

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

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property,

- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

Special Conditions

1. This endorsement does not extend the insurance under this Policy to cover: -
 - (a) Consequential loss of any kind.
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
 - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.
 - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.

NRP. 05A Explosion endorsement - industrial without boilers

NRP. 05B Explosion endorsement - industrial with boilers

NRP. 05C Explosion endorsement - non-industrial without boilers

NRP. 05D Explosion endorsement - non-industrial with boilers

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

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

Provided always that all the conditions of the Policy (except in so far as Condition No. 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

Special Conditions

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

For the purpose of this Condition, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

- (2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.

- (3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

NRP. 06A Impact damage endorsement - impact damage excluding insured's own vehicles

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals not 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 RM50.00 of each and every claims 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. 06B Impact damage endorsement - impact damage including insured's own vehicles

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

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

Subject otherwise to the terms and conditions of the policy.

NRP. 06C Impact damage endorsement - impact damage including insured's own vehicles with forklift extension

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

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

Subject otherwise to the terms and conditions of the policy.

NRP.07A Bursting or overflowing of water tanks apparatus or pipes endorsement - building exceeding 5 storeys (including mezzanine)

NRP.07B Bursting or overflowing of water tanks apparatus or pipes endorsement - others

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

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

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

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

Special Conditions

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

Subject otherwise to the terms and conditions of the policy.

NRP.07A (ii) Bursting or overflowing of water tanks, apparatus or pipes covering costs of repair/replacement, hacking cost and property immediately affected (aggregate limit : rm 30,000.00)

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 30,000.00 in the aggregate.

Subject otherwise to the terms and conditions of the policy.

NRP.08A Electrical installations endorsement electrical installation clause (a)

This Company is expressly declared to be free from liability for loss of or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, selfheating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the policy.

NRP.08B Electrical installations endorsement electrical installation clause (b)

Loss or damage by fire to the electrical appliances and installation insured by (item(s) as specified in the schedule) this Policy arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

Subject otherwise to the terms and conditions of the policy.

NRP. 09 Bush/lalang fire endorsement

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 8(i) of the Policy, the insurance is extended under Item No. (as specified in the Schedule) to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the Insured's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

NRP.10(I) Subsidence and landslip endorsement (standard cover)

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

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

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

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

Subject otherwise to the terms and conditions of the policy.

NRP.10(II) Subsidence and landslip endorsement (deletion of exclusion a)

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

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

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

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

Subject otherwise to the terms and conditions of the policy.

NRP. 12A Riot strike and malicious damage endorsement – residential properties

NRP. 12B Riot strike and malicious damage endorsement – other than residential properties

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

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

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

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

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary housebreaking, theft or larceny or any attempt 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 cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

Condition 20

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

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

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

NRP. 13 Damage by falling trees or branches and objects therefrom endorsement

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

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

Subject otherwise to the terms and conditions of the Policy.

NRP. 14A Cold storage/incubator clause (a)

This policy does not cover loss or damage to the property hereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant/incubating plant by fire or any other perils hereby insured.

Subject otherwise to the terms and conditions of the policy.

NRP. 14B Cold storage/incubator clause (b)

Notwithstanding anything herein stated to the contrary, this policy covers loss or damage caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant/incubating plant by fire or any other perils hereby insured.

Subject otherwise to the terms and conditions of the policy.

Section II – Fire Consequential Loss Insurance

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Allianz General Insurance Company (Malaysia) Berhad (200601015674) (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

The Company agrees (subject to the Conditions contained herein or

endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by the Insured at the Premises for the purpose of the Business be destroyed or damaged by: -

- (1) Fire;
- (2) Lightning; or
- (3) Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes;

(destruction or damage so caused being hereinafter termed Damage) at any time during the Period of Insurance or any subsequent period in respect of which the Company agrees to accept the premium required for the renewal of this Policy and the Business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with, then the Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruptions or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted therefor under such insurance.

And that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum signed by or on behalf of the Company.

1. Duty of Disclosure

The Insured has 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 the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

2. Premium Payment

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

3. Contribution

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the loss hereby insured against and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or behalf of the Company before the occurrence of any Damage, all benefits under this Policy shall be forfeited.

4. Displacement

Immediately upon any fall or displacement

- (a) of any building, Damage to which might give rise to a claim under this Policy;
- (b) of any part of such building;
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part;

the insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein.

Provided That:-

- (i) 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 Damage or is otherwise material;
- (ii) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such building or range of buildings or structure were included in the Premises to which this Policy refers.

If any claim be made upon this Policy in consequence of Damage whether occurring before, during or after such fall or displacement the Insured shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent, directly or indirectly, proximately or remotely; occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out of or in connection with any such fall or displacement.

5. Excluded Interruption Loss

The Company shall not be liable in so far as the interruption loss is increased: -

- (a) by extraordinary events taking place during the interruption,
- (b) by restrictions imposed by the authorities on the reconstruction or operation of the business,
- (c) due to the Insured's lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost.

6. Excluded Cover

This insurance does not cover loss occasioned by or happening through or in consequence of: -

- (a) The burning of property by order of any Public Authority,
- (b) Subterranean Fire,
- (c) Explosion except as stated on the Policy,
- (d) The burning, whether accidental or otherwise, of forests, bush lalang prairie, pampas or jungle and the clearing of lands by fire,
- (e) Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

7. Excluded Cover

This insurance does not cover any loss resulting from Damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent, directly or indirectly, proximately or

remotely, arises out of or in connection with any of such occurrences namely:-

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance.
- (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, 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.
- (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material. 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.
- (d) 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 resulting from Damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss not covered by this insurance, except to the extent that the Insured shall prove that such 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 is not covered by this insurance the burden of proving that such loss is covered shall be upon the Insured.

8. Change In Risk

The insurance by this Policy shall cease if :-

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued; or
- (b) the Insured's interest ceases otherwise than by death; or
- (c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

9. Increase in Risk

Notice shall be given to the Company and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering the interest of the Insured in the property at the Premises against Damage shall be increased.

10. Cancellation

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.

11. Claim Procedure

On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Policy shall, not later than thirty (30) days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom. The Insured shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim 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 and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

12. Fraudulent Claim

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 Damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the Condition 15 of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

13. Contribution

If at the time of any loss under this Policy there be any other subsisting insurance, whether effected by the Insured or by any other person or persons covering such loss or any part of it, the Company shall not be liable to pay or contribute hereunder more than its rateable portion of such loss.

14. Subrogation

The Insured shall, at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

15. Arbitration

If any difference arises as to the amount of any loss 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, or Arbitrators or Umpire respectively and in the event of the death of an Arbitrator or Umpire another shall 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 cost of the reference and of the award shall be at 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 if disputed shall be first obtained.

16. Reinstatement Of Sum Insured

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current Period of Insurance it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

17. Time Limitation

In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:

- (a) one (1) year from the end of the Indemnity Period, or if later,
- (b) three (3) months from the date on which payment shall have been made or liability admitted by the company covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or arbitration.

18. Meaning

This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the Policy or of the Schedule shall bear such specific meanings wherever they may appear.

19. Notice

Every notice and other communication to the Company required by these conditions must be written or printed.

Extensions, Endorsement And Clauses Wordings (Not included unless specified in the Schedule)

RBI-RSMD Riot, strike & malicious damage endorsement

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include (subject always to the Special Conditions hereinafter contained):

- (A) Riot and Strike damage 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 7 of the Special Conditions hereof.
 - (2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising 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 minimising the consequences of any such act.
- (B) Malicious Damage 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 Condition 7 of the Special Conditions hereof.

Special Conditions

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

Condition 6

This insurance does not cover :-

- (a) Loss resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or damage to the Premises or the property therein of the Insured caused by the perils insured against under this Policy.
- (b) Loss occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.
- (c) Loss occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (d) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (e) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 6(e) only, combustion shall include any self-sustaining process or nuclear fission.

Provided nevertheless that the Company is not relieved under (b) or (c) above of any liability to the Insured in respect of loss following physical damage to the Premises or the property therein of the Insured occurring before dispossession or during temporary dispossession.

Condition 7

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) 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 popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Acts of terrorism committed by a person or persons acting on behalf or in connection with any organisation.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting 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 in not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 10

This insurance may at any time be terminated by the Company on notice to the 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.

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

- (1) The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by the Policy.
- (2) 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.
- (3) 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.

RBI-ME01 Additional perils endorsement (a)

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include destruction or damage (by Fire or otherwise) caused by the following perils as covered under the corresponding Material Damage Insurance Policy No:

- (1) Aircraft and other aerial devices or articles dropped therefrom
- (2) Earthquake and volcanic eruption
- (3) Hurricane, cyclone, typhoon, windstorm
- (4) Flood (including overflow of the sea)
- (5) Explosion but excluding loss or damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion
- (6) Impact by any road vehicles, animals not 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 or Impact by any road vehicles, animals including any road vehicles, horses or cattle 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
- (7) Bursting or overflowing of water tanks, apparatus or pipes installed in or on the premises insured but excluding water discharged or leaking from an installation of automatic sprinklers
- (8) Bush/lalang fire
- (9) Subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslide
- (10) Fire only caused by spontaneous fermentation, heating or combustion or Spontaneous fermentation, heating or combustion
- (11) Smoke damage due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, but not smoke from fire-laces or industrial apparatus.
- (12) Water or other fire extinguishing agent accidentally discharged or leaking from an automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus
- (13) Loss or damage to property occasioned by its undergoing any heating or drying process, but excluding loss or damage, due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition, or discoloration.

Provided that the liability of the Company shall in no case under this Endorsement and the policy exceed the sum insured by this Policy.

All the conditions of this Policy shall apply in all respects to the insurance granted by this Endorsement save in so far as the same are expressly varied hereunder.

RBI-ME02 Additional perils endorsement (b)

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include destruction or damage (by fire or otherwise) caused by the following additional perils as covered by the Material Damage Insurance as stated in Section I – Fire Insurance.

Provided that the liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by this Policy.

All the conditions of this Policy shall apply in all respects to the insurance granted by this Endorsement save in so far as the same are expressly varied hereunder.

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

Extensions And Clauses Wordings (Not included unless specified in the Schedule)

RBI-EX01 Specified suppliers' premises

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the policy, loss as insured by item(s) No.(s)..... of this policy resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location under (each of) item(s) No.(s) shall not exceed the percentage of the sum insured thereunder shown against each situation.

Supplier	Situation Insurers	Liability
_____	_____	_____
_____	_____	_____

Insurers will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded seventy-two (72) hours from the time that the insured is first impacted by a shortage in supplies and shall continue until such time that supplies have restored in sufficient quantities to enable the insured to maintain the pre loss level of production.

RBI-EX02 Unspecified suppliers' premises

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the policy, loss as insured by Item(s) No.(s)..... of this policy resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed 10% of the sum insured thereunder or RM 10 million, whichever is the lower

Situations:

The premises situate in Malaysia, Singapore or Burnei of the insured's suppliers, manufacturers or processors of components, goods and materials.

RBI-EX03 Specified customers' premises

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by Item(s) No.(s)..... of this policy resulting from interruption or interference with the business in consequence of damage (as within defined) to property at any premises in Malaysia, Singapore or Brunei of the undernoted customer(s) shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that if the percentage shown below against the name of the Customer at whose premises damage has occurred shall be less than the percentage of the annual turnover derived by the insured from that customer, the amount otherwise payable under the terms of this memorandum in respect of that customer shall be proportionately reduce.

Customer	Situation	Limit of Liability
_____	_____	_____
_____	_____	_____

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of seventy-two (72) hours and the liability of the insurer under this extension shall apply only to such period in excess of seventy-two (72) hours

RBI-EX04 Prevention of access

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of the Policy, loss as insured by Item(s) No.(s)..... of this Policy resulting from interruption of or interference with the business in consequence of damage by insured peril (as within defined) to property in the vicinity of the Insured's premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the insured therein shall be damaged or not, shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the accident, beginning with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

Maximum Indemnity Period shall mean months.

The Insurer's liability under this memorandum shall not exceed 10% of the Sum Insured or RM10 million, whichever is lower in any one period of insurance, after the application of all other terms and conditions of the policy.

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of seventy-two (72) hours and the liability of the insurer under this extension shall apply only to such period in excess of seventy-two (72) hours.

RBI-EX05 Public utilities

In consideration of the payment of additional premium it is hereby declared that subject to the conditions of the Policy, loss as insured by this Policy resulting from interruptions of or interference with the business consequent upon failure of public supplies of electricity/water/gas* resulting from a damage as defined in the Policy at any:

- generating station or substation of the public electricity supply undertaking,
- land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
- water works or pumping station of the public water supply undertaking,

from which the Insured obtains electricity/water/gas* shall be deemed to be loss resulting from damage to property used by the Insured at the premises. Any transmission lines or pipes feeding to the Insured's premises are not included.

A deliberate act of the supply undertaking not performed for the purpose of safeguarding life or protecting the system and rationing not necessitated solely by accidental damage to the supply undertaking's equipment are excluded.

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless failure of the public supplies of electricity/water/gas* exceeds a period of seventy-two (72)** hours and the liability of the insurer under this extension shall apply only to such period in excess of seventy-two (72)** hours."

* Delete as appropriate.

** Replace with 48 hours as appropriate with loading of 50%.

RBI-EX06 Infectious or contagious diseases, murder, suicide, pest, food or drink poisoning; or defective sanitary arrangements

It is hereby agreed and declared that the insurance of this Policy is extended to cover contingencies hereunder specified :-

- (i) Human infectious or contagious disease or any Notifiable Disease manifested within any person whilst in the Premises;
- (ii) Murder or suicide or pest occurring at the Premises;
- (iii) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the Premises;
- (iv) Vermin or pests at the Premises; or
- (v) Defects in the drains and other sanitary arrangements at the Premises

which directly and solely results in the restriction of use of the Premises (whether total or partial) by the order of the competent public authority.

Any interruption of or interference with the Business of the Insured in accordance with the provisions herein contained in the Schedule shall be deemed to be DAMAGE as defined under the Policy.

Special Conditions

- Notifiable Disease or illness shall mean illness sustained by any person resulting from:
 - a) food or drink poisoning, or
 - b) any human infectious or human contagious disease but excluding:
 - (i) Acquired Immune Deficiency Syndrome (AIDS);
 - (ii) Severe Acute Respiratory Syndrome (SARS);
 - (iii) Middle East Respiratory Syndrome (MERS);

- (iv) Coronavirus Disease 2019 (COVID-19) and any other disease caused by any coronavirus;
- (v) Pandemic influenza and any other disease declared as a Pandemic or Epidemic;

an outbreak of which the competent local authority has stipulated shall be notified to them.

2. For the purpose of this memorandum:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning: -

- a) in the case of (i), (iv) and (v) above, with the date of the occurrence or discovery; or
- b) in the case of (ii) and (iii) above, with the date from which the restrictions on the Premises are applied;

and ending not later than when restrictions are lifted or the Maximum Indemnity Period thereafter, whichever is the shorter period.

Maximum Indemnity Period shall mean **three (3)** months.

Pandemic or Epidemic shall mean an outbreak of a disease that occurs over a geographic area and in the case of a pandemic, over a wider geographic area, affects a significant proportion of the population, and is declared a pandemic or epidemic, as the case may be, by either a local or global public health authority.

Premises shall mean only those locations identified as Situation of Risk in the Schedule; in the event that the policy includes an extension which deems loss destruction or damage at other locations to be an Incident such extension shall not apply to this memorandum.

3. The Insurer shall not be liable under this memorandum for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
4. The Insurer shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
5. The Insurer's liability under this memorandum shall not exceed **10% of Sum Insured or RM5,000,000.00**, whichever is lower, for any one occurrence and in the aggregate during any one period of insurance, after the application of all other terms and conditions of the policy.

PROVIDED that the Insurers shall not be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of **seventy-two (72) hours** and the liability of the insurer under this extension shall apply only to such period in excess of **seventy-two (72) hours**.

RBI-CLO1 Accountants' clause

Any particulars or details contained in the Insured' books or documents which may be required by the Insurers under condition 11 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

RBI-CL02 Payment on account clause

Payment on account will be made to the Insured if desired provided that it is established that the loss is indemnifiable under this policy.

RBI-CL03 Departmental clause

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1 of the specifications attached shall apply separately to each Department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the Sums produced by applying the rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative annual output thereof, the amount payable shall be proportionately reduced.

RBI-CL04 Upward adjustment clause

In the event of the *Gross Profit/Gross Rental/Gross Revenue earned during any annual period of insurance (or during the accounting period of 12 months more nearly concurrent with any period of insurance) as certified by the Insured's Auditors being greater than the Sum Insured thereon, the Insured will be held covered to the extent of _____% of the Sum Insured thereof and pro-rata additional premium not exceeding _____% of the premium paid on such Sum Insured for such period of insurance will be charged in respect of the difference.

N.B. The maximum percentage of upward adjustment shall be limited to 25% only. An additional premium calculated at 75% of the upward adjustment percentage shall be imposed. The additional premium shall be treated as provisional and shall be adjusted in accordance to the actual "Gross Profit/ Cross Rental/ Gross Revenue earned as certified by the Insured's auditors.

* To delete appropriately

RBI-CL05 Alternative basis clause

It is agreed and declared that in the event of a claim, adjustment may be based on 'Turnover or Output' whichever affords the most equitable result, and except in the definition of turnover the word 'Turnover' wherever used in this Policy shall read as 'Turnover or Output.' Output shall mean sale value of goods manufactured by, or sold by, the Insured in the course of the Business at the Premises, provided that: (a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined. (b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be altered to read as follows:

Alternative Trading Clause

If during the Indemnity Period goods shall be manufactured elsewhere than at the Premises affected by the damage for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.

RBI-CL06 Salvage sales clause

If, the following damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, Clause (a) of Item No. 1 of the specifications attached shall for the purpose of such claim read as follows :-

(a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover from which sum shall be deducted from the Gross Profit actually earned during the period of the salvage sale.

RBI-CL07 Material damage proviso waiver

It shall not be a condition precedent to liability in respect of interruptions or interference in consequence of destruction or damage that the payment shall have been made or liability admitted under the Insurance covering the interest of the Insured in the property at the premises against such destruction or damage if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

RBI-CL08 Interdependency clause

It is hereby expressly declared and agreed that if damage to any of the joint Insured's premises/property should result in another of the Insured suffering a reduction in turnover or increase in cost of working then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property.

Note: The Interdependency Clause may only be used for joint insureds who stand in the relationship as parent and subsidiary companies.

RBI-CL09 Accumulation of stock clause

In adjusting any loss account shall be taken and an equitable allowance made if any shortage of turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouse and/or depots.

RBI-CL10 New business clause

For the purpose of any claim arising from damage occurring before the completion of the first years trading of the business at the premises, the terms, 'Rate of Gross Profit', 'Annual Turnover' and 'Standard Turnover' shall bear the following meanings and not as within stated:-

Rate of Gross Profit

The rate of gross profit earned on the turnover during the Period between the commencement of the business and the date of the damage) to which such adjustment) shall be made as may be) necessary to provide) for the trend of the business) and the variations in or special) circumstances affecting) the business either) before or after the) damage or which would) have affected the) business had the damage) not occurred, so that the) figures thus adjusted shall) represent as nearly) as may be reasonably) practicable the results) which but for the damage) would have been obtained) during the relative) period after the damage

Annual Turnover

The proportional equivalent for period of twelve months of the turnover realised during the period between the commencement of the business and the date of the damage)

Standard Turnover

The proportional equivalent for a period equal to the Indemnity Period, of the Turnover realised during the period between the commencement of the business and the date of the damage)

After twelve months of trading have been completed the normal specification wording operates.

*N.B.: As Specified in the Schedule

RBI-CL11 Coinsurance and leader clause

It is hereby declared and agreed notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss or damage in the circumstances provided for this Policy indemnify the Insured in the manner herein described.

Company	Policy No.	Proportion	Signature
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As Specified in the Policy Schedule

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Policy/ Endorsement/Renewal Receipt.

For all intents and purpose this policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

RBI-CL12 Self-insurance clause (Refer policy schedule where applicable)

RBI-CL13 Sanction exclusion clause

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 the insurer to any sanction, prohibition or restriction under the United Nations' Security Council resolutions (UNSC).

Important Notice

Premium warranty

1. The Premium due under this contract of insurance must be paid to Allianz General Insurance Company (Malaysia) Berhad within 60 days from the risk inception date failing which the contract is automatically cancelled. For further details, please refer to the premium warranty clause as printed below.
2. Any premiums paid to your insurance broker is not deemed to be payment to your Insurer for the purpose of the premium warranty. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you ensure your insurance broker remits your premiums to the Insurer concerned in strict compliance with the provisions of the premium warranty.

Premium warranty clause

It is a fundamental and absolute special condition of this contract of insurance from the inception date of this policy/endorsement/renewal certificate.

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

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purpose of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this policy.

Section III – Terrorism Insurance Insuring Clause

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching and forming part of this Policy (hereinafter referred to as the "Schedule") 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.

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.
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.
7. Property in transit not on the Insured's premises.

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.

3. Situation

This Policy insures property located at the addresses stated in the Schedule.

4. 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.

5. Deductible

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

6. 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 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.

7. 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.

8. 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 insured property, 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.

9. 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.

10. 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;
- (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,
- (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 insured property, 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.

11. Incorrect Declaration Penalty

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

12. Notification of Claims

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Company and or the Broker, named for that purpose in the Schedule, who is to advise the Company within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Company that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Company such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Company, the Insured must submit to examination under oath by any person designated by the Company.

13. 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.

14. 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:

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);

Out of the balance remaining, the Company shall be reimbursed to the extent of payment under this Policy;

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.

15. Salvage and Recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

16. False Or Fraudulent Claims

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims and benefit hereunder shall be forfeited.

17. Misrepresentation

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Insurance, this Insurance shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

18. Abandonment

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

19. 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.

20. Assignment

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

21. 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.

22. Cancellation

This Policy shall be non-cancellable by the Company or the Insured except in the event of non-payment of premium where the Company may cancel the Policy at their discretion.

In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Company by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, and in any event not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

23. Arbitration

If the Insured and the Company fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and the Company shall so fail to agree and shall make an award thereon and the award in writing of any two(2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire. The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

24. Several Liability

The Company 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 cosubscribing Underwriter who for any reason does not satisfy all or part of its obligations.

25. Legal Action Against The Company

No one may bring a legal action against the Company unless:

- (a) There has been full compliance by the Insured with all of the terms of this Policy; and
- (b) The action is brought within two (2) years after the expiry or cancellation of this Policy.

26. Material Changes

The Insured shall notify the Company of any change of circumstances which would materially affect this Insurance.

27. 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 insured property following damage insured under this Policy.

28. Law

As specified in the Schedule.

29. Jurisdiction

As specified in the Schedule.

30. Service Of Suit

This Service of Suit Clause is only applicable to Insureds domiciled in the USA.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in the Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Company representatives stated in the Schedule and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorised and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon The Company behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

This policy and its conditions should be examined and if incorrect, returned at once for alteration.

All Risks

Now This Policy Witnesseth:-

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

Exclusions

This section policy does not cover:

- (a) Loss or damage arising from wear and tear, depreciation, gradual deterioration, rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
- (b) Loss or damage arising out of or in any way traceable to mechanical defects in or the mechanical derangement or mechanical breakdown of any article or malfunction of electronic equipment
- (c) Damage to traveling trunks, bags, boxes and other receptacles, other than total loss.
- (d) The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble, gramophone records and/or articles of a brittle nature, unless caused by burglars, thieves and/or fire.
- (e) Loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value.
- (f) Loss or damage to property when in transit as Unaccompanied Baggage shipped under a Bill of Lading, Parcel Receipt, Waybill or similar document.
- (g) Loss or damage to furs, watches, fountain pens, cigarette lighters or cases, sunglasses, sport gear including camp kit, field glasses, guns, sticks, umbrellas, cameras, projectors and accessories, jewellery, personal ornaments, gold and silver articles excepting only those items listed in the Schedule hereto.
- (h) Loss or damage arising out of earthquake, volcanic eruption, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power or confiscation or destruction by order of any Government or Public Authority and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim loss and/or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof, and in default of such proof the Company, shall not be liable to make any payment in respect of such a claim.
 - (i) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (j) Any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (k) Offshore property

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

Conditions

1. If in a statement or declaration made in support of any claim under this Policy or if in the information given to the Company in respect thereof there shall be, by or on behalf of the Insured any suppression or concealment or any untrue or fraudulent statement of any intentional exaggeration as regards the property or articles lost or damaged or the value or amount thereof or if any loss or damage be occasioned by or through the willful act or with the knowledge or connivance of the Insured or any relative residing with the Insured or any one acting on behalf of the Insured no claim shall be payable under this Policy.
2. The Company may reinstate repair or replace the property lost or damaged, as the case may be, instead of paying the amount of the loss or damage, any may join with any other insurers in so doing, in case where the property is also insured elsewhere. Any salvage shall become the absolute property of the Company to dispose of as it may think fit for its own benefit and the Insured shall give to the Company all reasonable assistance in taking possession of such salvage. Upon payment of any claim by the Company the amount of such claim shall be reckoned in diminution of the sum insured in respect of the particular item or items of property for which the claim is made. Where any insured item consists of articles in a pair or in a set, the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles any have as a part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

Clauses / Extensions / Warranties

Theft by deception (cheating) clause

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

Cheating as defined in the Penal Code is as follows :

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission 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 clause

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

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

"Whoever, being in any manner entrusted with property or with any dominion over Property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust 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.

Strike, riot & civil commotion

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

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

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, directly or indirectly of any of the following occurrences, namely :

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not civil war
- b) Mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

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

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

Temporary removal clause

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

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

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

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

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

Reinstatement value clause (excluding stocks)

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

Special provisions

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

30

- a) the insured fails to intimate to the Company within 6 months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - b) the insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- 5) No payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

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

Malicious damage endorsement

It is hereby agreed and declared that this policy is extended to include "Malicious Damage" which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) but the Company shall not be liable under this extension for any loss or damage by wilful or dishonest act of the Insured's employees or with the connivance of the Insured or the dishonest act of any person to whom the property insured is entrusted.

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

Designation of property clause

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

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

Internal removal clause

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

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

Appraisal clause

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

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

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

Removal of debris clause

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
- *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 up to 10% of the Sum Insured

The company will not pay any costs or expenses

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

Note: The words marked (*) should be deleted when neither buildings nor machinery are covered.

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

Earthquake and volcanic eruption endorsement

In consideration of an additional premium, this insurance extends to cover loss or damage by earthquake and volcanic eruption.

Subject otherwise to the terms and conditions of the policy.

All other contents clause

It is agreed that the terms "All Other Content" is understood to include:

- a) Money and stamp not otherwise specifically insured for an amount not exceeding RM250.00.
- b) Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and not for an amount exceeding RM250.00 in respect of any one document, Manuscript or Business Book.
- c) Patterns, Models, Moulds, Plans and Designs for an amount not exceeding RM250.00 in respect of any one Pattern, Model, Plan or Design.

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

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 (Item(s) No(s) ** of) this policy for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM500,000 whichever is the less.

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

The clause is inoperative if the declaration of such alterations, additions and improvements is not received by Insurers within 90-days from the date of such alterations, additions and improvement.

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

Note: In the event that there is more than one location, then the limit may be increased to RM1,000,000, this amount being the aggregate limit for all the locations.

**As specified in the Schedule.

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

Fusion damage clause

Fusion damages are covered for electrical machines, switchboard installation or apparatus (excluding rectifiers, radio, television or amplifying equipment of any description and electric motors in excess of 10 HP) caused by actual burning out of such part or parts by the electric current therein. Excluding loss of use, depreciation wear & tear, destruction or damage to lighting or heating element.

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

Electronic data exclusions clause

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation

or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, the propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire, Explosion, Earthquake, Windstorm and Flood

- 2) Electronic Data Processing Media Valuation
Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Damage to premises endorsement (applicable to miscellaneous classes except burglary)

It is hereby declared and agreed that this Policy is extended to cover damage to premises in consequence of theft/burglary or attempt thereof

Sub-limit : 20% from All Risk Total Value

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

Average relief clause (85%)

It is hereby declared and agreed that at the time of loss, if the sum insured does not represent more than 85% of the sum insured under this Policy, then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

Mobile Plant and Equipment

Now This Policy Witnesseth That in respect of events occurring during the Period of Insurance stated in the Schedule or any subsequent Period for which the Insured shall pay and the Company shall agree to accept the Renewal Premium and subject to the Terms, Exclusions and Conditions contained herein or endorsed hereon (hereinafter collectively referred to as the 'Terms of this Policy'):

1. The Company will indemnify the Insured against loss of or damage to the Mobile Plant/Equipment specified in the Schedule and its accessories and spare parts thereon by
 - a) accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
 - b) fire external explosion self-ignition or lightning.
 - c) burglary housebreaking or theft.
2. At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Mobile Plant/Equipment or any part thereof or its accessories or spare parts but the liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting or repairing such parts.
3. If the Mobile Plant/Equipment is disabled by reason of loss or damage insured under this Policy the Company will bear a sum not exceeding RM500.00 reasonably incurred for its protection and removal to the nearest repairers and for its delivery within the country where the loss or damage was sustained.

Provided Always That the maximum liability of the Company in respect of any item shall not in case exceed the Sum Insured against such items and that the maximum liability of Company shall not in any case exceed the Total Sum Insured.

Limitations As To Use

Use in connection with the Insured's business stated above, but excluding use:

- a) for racing pace-making reliability trial demonstration or speed-testing.
- b) for the carriage of passengers.
- c) whilst drawing a trailer or towing any vehicle unless such towed vehicle is not towed for reward.

Exclusions

The Company shall not be liable for

1. Any loss or damage sustained:-
 - a. outside the Territorial Limit stated in the Schedule.
 - b. whilst the Mobile Plant/Equipment is being used on a Road as defined in the Road Traffic Ordinance for the time being in force in the Territory stated in the Territorial Limit.
 - c. whilst in transit (including the process of loading and unloading).
 - d. whilst the Mobile Plant/Equipment is operated by any person other than an Authorised Operator.
 - e. whilst the Mobile Plant/Equipment is used otherwise than in accordance with the Limitations as to use as stated in the policy.
 - f. whilst the Mobile Plant/Equipment is operated by an Authorised Operator who is under the influence of intoxicating liquor or drugs.
 - g. whilst the Mobile Plant/Equipment is being used on barge, on platform and/or waterborne vessel.
2. Any consequential loss or legal liability whatsoever.
3. The excess as stated in the Schedule to be borne by the Insured on each and every claim.
4.
 - a. any loss or damage caused by or any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakages, depreciation, atmospheric conditions or any other gradually operating cause.
 - b. mechanical or electrical breakdown or wear and tear.
 - c. loss or damage caused by overloading or strain.

5. Loss or damage caused by the wilful or dishonest act of the Insured's employees or of or with the connivance of the Insured or the dishonest act of any person to whom the Mobile Plant/ Equipment is entrusted.
6. Loss of accessories and parts unless the Mobile Plant/Equipment is stolen at the same time.
7. Loss of or damage to:-
 - a. tyres or wheels or tracks unless the Mobile Plant/ Equipment is also damaged at the same time.
 - b. the canopy unless caused by or resulting from the overturning of the Mobile Plant/Equipment.
8. Loss or damage caused by or arising out of or contributed to by or traceable to earthquake, volcanic eruption, flood, typhoon, hurricane or other convulsion of nature.
9.
 - a. Loss or damage directly or indirectly occasioned by or through or in consequence of
 - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not).
 - (ii) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power.
 - (iii) 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.
 - (iv) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences.
 - b. any consequence of strike or riot.
 - c. delay, seizure, confiscation or detention by Government Authorities.
10. Loss or damage directly or indirectly caused by contributed to by or arising from
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
 - b. nuclear weapons material.
11. Loss or damage directly or indirectly caused by or arising from sinking.

Conditions

1. This Policy and the Schedule shall be read together as one Contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall take all reasonable steps to safeguard the Mobile Plant/Equipment insured from loss or damage to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Mobile Plant/ Equipment or any part thereof or any Operator or employee of the Insured. In the event of any accident which may give rise to a claim under this Policy the Mobile Plant/Equipment shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Mobile Plant/ Equipment be operated before the necessary repairs are effected any extension of the damage or any further damage to the Mobile Plant/ Equipment shall be excluded from the scope of the indemnity granted by this Policy.
4. On the happening of any loss or damage which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company and shall within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf, deliver to the Company a detailed claim in writing for the loss or damage. No claim under this Policy shall be payable unless this condition has been complied with.

5. The Insured shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate pay settle admit or repudiate any claim without the like consent.
6. The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
7. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefit under this Policy shall be forfeited.
8. If at the time any claim arises under this Policy there is any other Insurance covering the same loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage.
9. If the Mobile Plant/Equipment insured by this insurance shall at the time of any loss be of greater value than the Sum Insured hereby, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
10. The Company may cancel this Policy by sending fourteen days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the prorata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven day's notice and (provided no claim has arisen during the current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period the Policy has been in force.
11. The due observance and fulfilment of the Terms and Endorsements of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

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

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

Criminal breach of trust clause

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

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

"Whoever, being in any manner entrusted with property or with any dominion over Property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust 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' "

Clauses / Extensions / Warranty

Reinstatement value clause (excluding stock)

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

Special Provisions

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

Theft by deception (cheating) clause

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

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission 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. Strike, Riot and Civil Commotion Clause

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

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

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, directly or indirectly of any of the following occurrences, namely

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.

- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

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

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

Flood endorsement

In consideration of an additional premium, this insurance extends to cover loss or damage by Flood (including overflow of the sea) Note: Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

Subject otherwise to the terms and conditions of the policy.

Earthquake and volcanic eruption endorsement

In consideration of an additional premium, this insurance extends to cover loss or damage by earthquake and volcanic eruption.

Subject otherwise to the terms and conditions of the policy.

Malicious damage endorsement

It is hereby agreed and declared that this policy is extended to include ""Malicious Damage"" which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) but the Company shall not be liable under this extension for any loss or damage by wilful or dishonest act of the Insured's employees or with the connivance of the Insured or the dishonest act of any person to whom the property insured is entrusted.

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

Average relief clause (85%)

It is hereby declared and agreed that if at the time of the loss the sum insured does not represent more than 85% of the sum insured under this Policy, then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

Burglary

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

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

The Company will pay or make good to the Insured:

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

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

Exclusions

The Company shall not be liable in respect of :

- (a) Loss or damage due to any such theft as aforesaid or to any attempt thereat by any of the Insured's family, business staff or domestic servants, or any person lawfully on the Premises.
- (b) loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (c) Loss of or damage to medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books unless specifically included in the Schedule.
- (d) Loss or damage arising whilst the Premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid.
- (e) (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- (ii) Loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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

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

Conditions

1. Upon happening of any event giving rise or likely to give rise to a claim under this Policy:
 - (a) The Insured shall give immediate notice thereof to the Company stating the circumstances of the case, and take all practicable steps to discover the guilty person or persons and to recover the property lost and unless such notice be received by the Company within fifteen (15) days of the happening of such event, the Company shall be under no liability for any loss or damage occurring in connection with such event.
 - (b) The Insured shall deliver to the Company within seven (7) days from the day on which the event shall have come to the Insured's knowledge, a detailed statement in writing of the loss or damage with an estimate of the intrinsic value of each article lost, and the amount of the damage sustained excluding profit of any kind.
 - (c) The Insured shall furnish to the Company all such particulars and evidence, documentary or otherwise and execute and do all such assurance and things as the Company may reasonably require to substantiate the claim, to discover and punish the guilty person or persons, to trace and recover the property lost, and to recoup the Company, so far as may be, in respect of the amount the Company shall pay or be liable to pay under this Policy. The Company shall bear the expense of all such particulars, evidence, assurances, and things as the Company may require with the above objects or any of them, other than those required to substantiate the claim.
2. In the event of a claim for Larceny or Theft the Insured must afford such evidence as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by such Larceny or Theft and is not merely mislaid or missing.
3. The Company may reinstate, repair or replace the property or premises lost or damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other Insurers in so doing in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Policy the property in respect of which the payment is made shall belong to the Company.
4. Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of this Policy the Total Sum Insured and the Sums Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sums Insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sums Insured.
5. If the property Insured shall at the time of any loss or damage covered by this Policy be of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item of the Property Insured shall be separately subject to this Condition.
6. Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the insurance to be continued.

Clauses / Extensions / Warranties

Theft by deception (cheating) clause

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

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission 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 clause

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

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

"Whoever, being in any manner entrusted with property or with any dominion over Property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust 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.

Strike, riot and civil commotion clause

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

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

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, directly or indirectly of any of the following occurrences, namely:

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

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

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

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 policy up to an amount of *as per schedule.

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

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

Temporary removal clause

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

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

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

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

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

Appraisal clause

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

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

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

Reinstatement value clause (excluding stock)

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

Special Provisions

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

- 3) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- 4) This Memorandum shall be without force or effect if :-
- 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.
 - 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.

Malicious damage endorsement

It is hereby agreed and declared that this policy is extended to include "Malicious Damage" which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) but the Company shall not be liable under this extension for any loss or damage by wilful or dishonest act of the Insured's employees or with the connivance of the Insured or the dishonest act of any person to whom the property insured is entrusted.

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

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.

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

Employees effect clause (limit : rm500.00)

It is hereby declared and agreed that the Policy is extended to cover clothing and/or personal effects of employees, the Limit of Indemnity under this extension being limited to RM500.00 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 coverage.

Emergency relief benefit-applicable to burglary only

The liability of the Company shall in no case under this benefit exceed limit as mentioned in policy schedule in annual aggregate.

It is further agreed and understood this benefit shall extend to cover damage or loss due to an event described in Burglary Cover in this Policy. Nevertheless the total indemnity payable to the insured due to damage or loss arising under Burglary Cover , this benefit limited to amount as mentioned in policy schedule any one loss and in aggregate.

The Company shall make payment for the above benefit only after the loss has been ascertained to be a valid claim under Burglary coverage.

Notwithstanding anything to the above, this benefit shall cease to operate upon the first valid claim made by the insured.

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

Loss during/after fire occurrence clause (a) (For 1st Loss Limit less than RM25,000)

It is hereby declared and agreed that this coverage is extended to cover theft during/after occurrence by Fire.

The liability of the Company shall in no case under this benefit exceed RM25,000.00 in annual aggregate.

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

Loss during/after fire occurrence clause (b) (For 1st Loss Limit more than RM25,000)

It is hereby declared and agreed that this coverage is extended to cover theft during/after occurrence by Fire.

The liability of the Company shall in no case under this benefit exceed RM 50,000.00 in annual aggregate.

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

Misdescription clause

The Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if require from the date of the inception of the increased fire hazard.

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

Temporary storage clause

It is hereby declared and agreed that, subject to the term and conditions of this policy the interest insured by this Policy is deemed to be included in this policy whilst kept in the open in the within mentioned premises, and including anywhere in West Malaysia and Singapore where the Insured is carrying on business or where the Insured has such property in store.

Provided that :

- The liability of the Company is limited to 10% of Total Sum Insured or RM20,000.00 whichever is lower for property covered under this clause.
- Interest Insured must not be Insured under any other policy.
- A declaration of such storage be made to the company as soon as practicable but not later than 60 days after such Temporary Storage takes place.

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

Full theft endorsement (sublimit : 10% of first loss sum insured)

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

- any loss of the property insured where such loss is revealed only at periodic stock taking/inventory shortage.
- any loss due to theft by own employees
- any loss due to systematic pilferage over a period of time
- theft from open

The indemnity granted hereunder shall not exceed 10% of the sum insured as specified in the policy schedule

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

Removal of debris clause

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
- *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 up to 10% of the Sum Insured

The company will not pay any costs or expenses

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

Note : The words marked (*) should be deleted when neither buildings nor machinery are covered.

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

All other contents clause

It is agreed that the terms "All Other Content" is understood to include :

- a) Money and stamp not otherwise specifically insured for an amount not exceeding RM250.00.
- b) Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and not for an amount exceeding RM250.00 in respect of any one document, Manuscript or Business Book.
- c) Patterns, Models, Moulds, Plans and Designs for an amount not exceeding RM250.00 in respect of any one Pattern, Model, Plan or Design.

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

Vehicle load clause

In the event of any of the Insured's vehicles being left loaded overnight whilst in the Insured's premises and/or within the fenced-up areas described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Section.

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

Temporary repairs to premises

The policy will indemnify the Insured (limited to 10% of the First Loss sum insured) 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 the burglary or attempt thereof.

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

Money

The Company will indemnify the Insured against:-

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

Exclusions

This Policy shall not indemnify the Insured against loss:

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

Conditions

1. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and which forms the subject of a claim under this Policy and the Insured shall give all reasonable assistance for that purpose. Any money recovered after the settlement of any claim hereunder shall be the property of the Company not exceeding however the amount paid by the Company in respect of such claim.
2. The premium hereunder and all renewal Premiums that may be accepted in respect of the transit risks are to be regulated by the amount of money as described in the Schedule covered during the current Period of Insurance. A proper record shall be kept in the books of the Insured of all such money in transit so insured. The Insured shall at all times allow the Company to inspect such books and within thirty (30) days from the expiry of each Period of Insurance shall supply the Company with a correct account of all such money in transit insured by this Policy during the said period.

If the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

3. Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the Insurance to be continued.

4. In no case whatever shall be Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.
5. The due observance and fulfillment of the Terms, Conditions and Endorsements so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answer in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
6. Immediately upon the happening of any loss or damage to the property insured as described in the Schedule of this Policy the Total Sum Insured and the Sums Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sums Insured shall be the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sums Insured.

Clauses / Extensions / Warranties

Damage to drawer, safe or strongroom extension

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

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

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

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

Key clause

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

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

Personal effects clause

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

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

Strike, riot and civil commotion clause

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

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

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, directly or indirectly of any of the following occurrences, namely :

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

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

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

Personal accident assault extension

In consideration of the payment of an additional premium (included in the Premium for this Policy) the Company agrees subject to the terms exceptions and conditions contained in or endorsed on this Policy and the Special Conditions hereunder that if an occurrence described hereunder shall happen to the Person-insured described hereunder during the Period of Insurance caused by an assailant in an attempt to rob whilst the Person-insured is

- a) carrying Money on behalf of the Insured
- b) proceeding to or returning from the carrying of such Money

and the Person-insured shall thereby suffer any of the Results described hereunder the Company will pay to Insured the Compensation specified against such Result

The Person-Insured

Any two employees of the Insured whilst carrying cash.

Limit : RM10,000 per person-max 2 person

Occurrence

Bodily injury caused solely by violent accidental external and visible means which injury shall independently of any other cause be the sole cause of any of the Result

Results	Compensation
a) Death)) RM10,000.00
b) Total and))
permanent loss))
of all sight in both))
eye))
c) Total loss by)) RM10,000.00
physical severance))
of both hands or))
both feet or of one))
hand and one foot))
d) Total loss by)) RM10,000.00
physical severance))
of one hand or))
one foot together))
with the total and))
permanent loss of))
all sight in one eye))
e) Total and)) RM10,000.00
permanent loss of))
sight in one eye))
f) Total loss by)) RM5,000.00
physical severance))
of one hand or))
one foot))

Compensation shall not be payable for more than one of Results (a) to (f) and when payable for one of those Results shall not be payable for any other of the Results caused by the same occurrence nor for any of the Results caused by any subsequent Occurrence.

Special Conditions

- 1) This endorsement shall not apply to any Occurrence:-
 - a) consequent upon any pre-existing physical defect or infirmity of the Person-Insured.
 - b) happening to the Person-Insured who is under 16 or over 65 years at the time of such Occurrence.
 - c) consequent upon pregnancy or childbirth.
- 2) All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
- 3) The Person-Insured as often as required shall submit to medical examination on behalf of the Company at its own expense.
- 4) The Company shall in the case of the death of the Person-Insured be entitled to have a post mortem examination at its own expense.
- 5) No assignee shall be entitled to any Compensation under this Endorsement.

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

Cash in locked safe, locked drawer and or locked cabinet clause

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

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

Seasonal increase clause

It is hereby agreed and noted that the Sum Insured in the Premise and whilst in Transit are automatically increased by 50% during :-

- (i) Weekend
- (ii) National and/or state public holidays inclusive 3 days before and 3 days after .

All other terms, conditions and exceptions of this Policy remain unchanged.

Theft by deception (cheating) clause

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

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

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

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

Criminal breach of trust clause

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

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

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

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

Temporary repairs to premises

The policy will indemnify the Insured (limited to 10% of the Sum Insured) 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 the burglary or attempt thereof.

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

Glass

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

Exclusions

This Policy does not cover :

- (a) Breakages arising out of earthquake, volcanic eruption, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, strike riot civil commotion, military or usurped power or confiscation or destruction by order of any Government or Public Authority and in the event of a claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof, and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (b) Loss or destruction of or damage to the insured property resulting from or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (c) Breakage arising during removal or alterations to premises.
- (d) Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
- (e) Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and the replacement of the glass.
- (f) Cracked or imperfect glass unless specially declared as such and specifically included in the Schedule.

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

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

Conditions

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

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

3. The Insured shall take all due and proper precautions for the safety of the property insured.

Clauses / Extensions / Warranty

First loss clause (without average)

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

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

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

Reinstatement value clause (excluding stocks)

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

Special provisions

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

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

Strike, riot & civil commotion

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

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

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, directly or indirectly of any of the following occurrences, namely :

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

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

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

Malicious damage endorsement

It is hereby agreed and declared that this policy is extended to include "Malicious Damage" which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) but the Company shall not be liable under this extension for any loss or damage by wilful or dishonest act of the Insured's employees or with the connivance of the Insured or the dishonest act of any person to whom the property insured is entrusted.

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

Removal of debris clause

The items hereby insured includes costs and expenses necessarily incurred by the Insured 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 of the policy destroyed or damaged by fire or by any other peril hereby insured against.

Limit of Indemnity : 10% of Sum Insured

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

Misdescription clause

The Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if require from the date of the inception of the increased fire hazard.

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

Alteration and repair 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.

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

Fidelity Guarantee

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

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

Exclusions

Provided Always the Company shall not be liable:

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

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

Conditions

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

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

Clauses / Extensions / Warranty

Staff on secondment clause

It is hereby agreed and noted that the Indemnity expressed in this Policy shall apply to staff on secondment.

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 employee provided that the insured shall declare to the insurer such employee within three (3) months from the date of commencement or termination of employment.

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

Auditors' and accountants' fees clause

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

- a) Providing satisfactory proof of pecuniary loss sustained
- b) Preparation of a detailed statement as required under this Policy.

Provided that the Term "Auditors and/or Accountants" under this clause shall mean a Professional Auditors and/or Accountants, approved by both the Insurer and the Insured.

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

Substitute employees clause

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

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

Manifest intent endorsement

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

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

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

Employees are transferable

It is hereby declared and agreed that the insurance cover any employees who are transferred to another company within the group whether the transfer is permanent, temporary or on relief basis. Any loss from fraud or dishonesty resulting from the transfer shall be covered.

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

Misappropriation of stock cover endorsement

It is hereby declared and agreed that this policy shall extend to cover the Insured against loss of the Stock of Goods (at prime cost) belonging to them or for which they are responsible as a result of any act of fraud or Dishonesty committed by any of the employees insured as stated in the Schedule.

It is further understood and agreed that this Policy does not cover any loss other than those caused by act of fraud or dishonesty of the employees insured and that inventory and stock-taking shortages do not fall within the scope of cover unless the loss be proved to be due to the act of fraud or dishonesty committed by the employees insured. Provided always that the liability of the Company under this Policy including this extension of cover, for any loss shall not exceed the Amount of Guarantee of as stated in the Schedule in respect of anyone employed and the aggregate.

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

Machinery Breakdown

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

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

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

Exclusions

The Insurers shall not be liable for

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

10. consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein.

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

Provision

Memo 1 - Sum insured

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

Memo 2 - Basis of indemnity

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

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost repair as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in b) below.

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

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

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

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

Conditions

1. The due observance and fulfilment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.

2. The Schedule shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract, shall be read as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendation of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
4.
 - a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representative of the Insurers with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Insurers either by teletype (telex, telefax, telegram) or by telephone confirmed in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.
5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - a) immediately notify the Insurers either by teletype (telex, telefax, telegram) or by telephone confirmed in writing giving an indication as to the nature and extent of the loss or damage;
 - b) take all reasonable steps within his power to minimize the extent of the loss or damage;
 - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;
 - d) furnish all such information and documentary evidence as the Insurers may require.
8. The Insurers shall be entitled to withhold indemnification
 - a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof;
 - b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.
9.
 - a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.
 - b) In the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuant of Condition 7 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
10. If at time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
11. This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by seven day's notice to that effect being given to the Insured, in which case the Insurers will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Insurers may have incurred.
12. The Insurers shall not be liable to pay interest other than interest for default.

Clauses / Extensions / Warranty

Strike, riot and civil commotion endorsement

It is hereby declared and agreed that this Policy extends 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 :-

- 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).
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of any such disturbance.
- c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to lock-out.
- d) 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.

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

Removal of debris clause

The items hereby insured includes costs and expenses necessarily incurred by the Insured 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 of the policy destroyed or damaged by fire or by any other peril hereby insured against.

The Insurers shall on no account be liable for loss or damage of which no notice has been received by the Insurers within 14 days of its occurrence. Upon notification being given to the Insurers under this condition, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of the time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Insurers, or if temporary repairs are carried out without the Insurers' consent.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall 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 arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

Limit of Indemnity : 10% of Sum Insured.

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

Reinstatement value clause

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

“Reinstatement” shall mean;

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

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

Provided that :-

- 1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirement of the Insured subject to the liability of the Company not being increased thereby) will be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 ; months) in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made.
- 2) Where the said plant or property is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3) No payment beyond the amount which would be payable under the policy if this endorsement had not been incorporated therein shall be made if at the time of any destruction or damage to the said plant or property insured hereunder such destruction or damage shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis.
- 4) No payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred or the Insured is unable or unwilling to replace or reinstate the plant or property destroyed or damaged on the same or another site.
- 5) Where by reason of the above provisions no payment is to be made beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein the rights and liability of the Company and the Insured in respect of the destruction or damage shall be subject to the terms, conditions and limitations of this Policy as if this endorsement had not been incorporated therein.

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

Expediting expenses clause

This policy is extended to cover extra charges for overtime, night work, work on public holidays and express freight and/or delivery charges provided always that such extra charges are incurred in connection with any loss or damage to the insured items recoverable under the policy.

Provided that the liability of Insurer under this extension shall be limited to 10 % of loss or maximum RM 25,000.00 for each and every occurrence.

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

Average relief clause (85%)

It is hereby declared and agreed that at the time of loss, if the sum insured does not represent more than 85% of the sum insured under this Policy, then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

Deterioration of Stock In Cold Storage

The Insurers hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the goods specified in the schedule suffer loss of or damage caused by deterioration due to any unforeseen and sudden physical loss of or damage to the machinery specified in the list of machinery attached to the questionnaire and proposal of this Policy and indemnifiable under the machinery breakdown policy in force, the Insurers will indemnify the Insured in respect of such deterioration in the manner and to extent hereinafter provided 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, unless the sum insured has been reinstated.

Exclusions

The Insurers shall not be liable for

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
2. any loss of the goods stored in the refrigerating chambers arising within the no-claims period indicated by the Insured in the schedule due to any deviation from the prescribed refrigerating temperature, unless such deterioration is caused by contamination as a result of escaping refrigerant or by accidental freezing of the goods or unless fresh goods which have not yet reached the prescribed refrigerating temperature are hereby affected, the no-claims period being defined as the time period immediately following cessation of cooling during which, with storage room left sealed, no deterioration would take place;
3. any loss with regard to the goods stored arising as a result of shrinkage, inherent defects or disease, natural deterioration or natural putrefaction;
4. any loss arising from improper storage, damage to packing material, insufficient circulation of air, non-uniformity of temperature;
5. any loss caused by temporary repair of the refrigeration machinery specified in the list of machinery which is carried out without the insurer's consent;
6. penalties for delay, consequential loss or damaged or liability of any nature whatsoever;
7. loss or damage directly or indirectly caused by, or arising out of, or aggravated by
 - a) 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, a group of malicious persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure de facto or by any public authority;
 - b) nuclear reaction, nuclear radiation or radioactive contamination;
 - c) the wilful act or wilful negligence of the Insured or his representatives;
 - d) fire, direct lightning, chemical explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, thefts or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or other natural catastrophes.

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

General Conditions

1. The due observance and fulfilment of the terms of this Policy, in so far as they relate to anything to be done or complied with by the Insured, and the truth of the statements and answers in the questionnaire, proposal and monthly declaration made by the Insured shall be a condition precedent to any liability of the Insurers.
 2. The schedule and the questionnaire and proposal shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy", wherever used in this contract, shall be read as including the schedule and the questionnaire and proposal shall bear such meaning wherever it may appear.
 3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss or damage and comply with statutory requirements and manufacturer's recommendations.
 4.
 - a) Representative of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Insurers either by telegram and/or telefax and 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 cover provided under this Policy is confirmed in writing by the Insurers.
 5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
 - a) immediately notify Insurers by telephone, telegram or telefax as well as in writing, giving an indication as to the nature and extent of the loss or damage;
 - b) take all reasonable steps within his power to minimise the extent of the loss or damage.
 - c) preserve the parts effected and make them available for inspection by a representative or surveyor of the Insurers;
 - d) furnish all such information and documentary evidence as the Insurers may require;
 - e) inform the police authorities in the case of loss or damage due to burglary.
- The Insurers shall on no account be liable for loss or damage of which no notice has been received by the Insurers within fourteen (14) days of its occurrence. Upon notification being given to the Insurers under this condition, the Insured may carry out repairs of or make good any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.
6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts things are or become necessary or required before or after the Insured's indemnification by the Insurers.
 7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall 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 arbitrators, one to be appointed in writing by each of the parties, within one (1) calendar month after having been required in writing so to do by either of the parties, or, in case

the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

8. a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.
- b) In the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three (3) months after such disclaimer or (in the case of arbitration taking place in pursuant of Condition 7 of this Policy) within three (3) months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
9. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
10. This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by seven (7) day's notice to that effect being to the Insured, in which case the Insurers will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Insurers may have incurred and less any long-term discount on premiums granted.
11. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy. Upon payment of indemnity the Insurers may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.
12. The indemnity shall be payable one (1) month after determination by the Insurers of the full amount due. Notwithstanding the above, the Insured may, one (1) month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as an installment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.

The Insurers shall be entitled to withhold indemnification:

- a) if there are doubts regarding the Insured's rights to receive the indemnity, pending receipt by the Insurers of the necessary proof;
- b) if in connection with the claim an examination by the police or an inquiry under criminal law has been initiated against the Insured, pending completion of such examination or inquiry.

Special Conditions

This Policy shall only apply if

1. the refrigeration machinery specified in the list of machinery attached to the questionnaire and proposal of this Policy is insured under a machinery breakdown policy in force;
2. the Insured refrigeration machinery specified in the aforesaid list of machinery is under constant supervision by qualified personnel or is connected to an automatic alarm system in a constantly attended location;

3. the stock is not store in "controlled atmosphere" chambers;
4. at the time of the loss or damage the goods are stored in the refrigerating chamber;
5. the Insured maintains on a daily basis a stockbook in which the type, quantity and value of the goods stored and the beginning and the end of the storage period are entered for each refrigerating chamber separately;
6. during the entire period of storage the Insured records in a log-book the condition of the insured goods and at least three (3) temperature readings per day from each refrigerating chamber, the accuracy of the temperature readings being checked by means of a calibrated, independent reference thermometer at least every fourteen (14) days.

Provisions

Memo 1 – Sum Insured

It shall be requirement of this Policy that the sum insured is equal to the estimated maximum selling price obtainable for the stored goods during the period of this Policy, such maximum selling price being indicated in the schedule submitted by the Insured prior to the commencement of insurance. The Insured shall be obliged to furnish the Insurers not later than ten (10) days after the close of each month completed declaration showing the average quantity and value per day of the goods stored during the preceding month (monthly declaration).

The monthly declaration shall be based on the selling price obtainable for the goods.

Stock book copies and monthly declaration shall be regarded as forming an integral part of this Policy.

The sum insured shall be reduced by any indemnity paid under this Policy for the remaining policy period unless it has been reinstated by payment of an additional premium on a pro-rata basis. This additional premium shall not be taken into account in the final adjustment of premium as provided for in Memo 2.

Memo 2 – Premium

The first premium shall be due on receipt of this Policy and renewal premiums at the commencement of each new period of insurance. Taxes, fees and any other charges shown in this Policy or in the premium bill shall be paid with the premium.

The premium payable at the commencement of any one (1) year of insurance shall be a deposit premium based on 75% of the sum insured as specific in the schedule and shall be subject to adjustment at the end of each year of insurance in accordance with the stockbook copies or the monthly declarations submitted to the insurers.

Should it be found on the basis of such information that at the end or any year of insurance the deposit premium paid too high, premium adjustment shall be made subject to the total premium payable by the Insured being not less than 50% of the full premiums based on the sum insured stated in the schedule. Failure on the part of the Insured to submitted stockbook copies or monthly declarations shall entitle the Insurers to apply the maximum sum insured as fixed in the schedule for premium calculation. Any difference in premium so determined, whether due to or by the Insured, shall be settled within one (1) month of the dispatch of the statement showing the premium adjustment.

Memo 3 – Basis of Indemnity

All claims shall be settled on the basis of the value stated in the monthly declaration immediately prior to the occurrence of the loss or the selling price which would have been obtainable, whichever is the lower. When determining the indemnity the Insurers shall take into consideration all circumstances which may influence the amount of indemnity, such as proceeds from a sale of the goods as well as storage costs saved due to the termination of the storage.

If after the occurrence of a partial loss it is found that the last monthly declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last monthly declaration bears to the amount that ought to have been declared.

Clauses / Extensions / Warranties

Strike, riot and civil commotion endorsement

It is hereby declared and agreed that this Policy extends 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 :-

- 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).
- b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of any such disturbance.
- c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to lock-out.
- d) 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.

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

Electronic Shield Insurance

The Schedule and the Section (s) shall be deemed to be incorporated in and form part of this policy and the expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a meaning has in any part of this policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

Material Damage Cover (Section 1)

Article 1 : Insured Interest

All electronic equipment as itemized in the Schedule to the policy, including the operating system software, is covered under the insurance contract provided that it is ready-for-operation*(has undergone an initial trial run) and used in the business sector (e.g. commercial or industrial use).

Article 2 : Insured Location

- a) Comprehensive cover is provided within the Insured Location* as specified.
- b) Cover is also provided for the Insured Item(s) if moved or transported within the specified Insured Location.

Article 3 : Insured Losses And Perils (All- Risks Cover)

Unless hereinafter excluded, any physical loss will be covered under the policy if :

- a) An item insured under the Policy is either damaged or destroyed due to a sudden, unforeseen circumstance* whereby it is no longer able to carry out its intended function ; or if
- b) The Insured item has been lost due to theft, burglary or robbery.

All- Risks Cover :

Cover is provided for all physical losses which have not been expressly excluded. For example, loss or damage caused by:

- Negligence, untrained or improper handling, operational errors, intentional damage or malicious intent by third parties;
- Theft, burglary, robbery;
- Fires (with and without blaze), all kinds of explosion, implosion, a direct stroke of lightning, crash of a manned/unmanned flying object, as well as through extinguishing, demolishing, clearing or any damage caused during these events;
- Tap water, tidal water, flooding, backwater, ground water, rain water, corrosion, steam, frost, ice drift, water/dampness and other types of liquid ;
- Storm, wind, storm tide, hail, avalanche, rockslide ;
- Errors in construction, material defects, manufacturing discrepancies, overvoltage, induction, the effects of indirect lightning.

Article 4 : Indemnification (New Replacement Value Insurance)

- a) If not otherwise agreed, the Insurer shall indemnify the Insured in event of loss or damage to an insured item on the basis of compensation in cash, i.e.:
 - In the case of partial loss*, the Insurer shall reimburse the costs necessary to repair the damaged Insured Item (s);
 - In the case of total loss*, the Insurer shall reimburse the costs required to purchase and install a new item of similar type and quality* to replace the original insured item ; but indemnification paid shall not be greater than the sum insured agreed (NEW REPLACEMENT VALUE INSURANCE).
 - If the insured item is neither repaired (after partial loss), nor replaced (after total loss), or if spare part out of series production are no longer available (obsolete items), indemnification paid by the Insurer will be limited to the Actual Cash Value*.

The Insured will be credited with the salvage value of damage item and/or of parts which are capable of being reutilized.

- b) Alternatively, the Insurer may indemnify the Insured on the basis of replacement in kind, i.e.
 - In the case of partial loss, reinstatement of the damaged item (s) on the basis of repair commissioned by the Insurer;
 - In the case of total loss, replacement of the lost or stolen items(s) through purchase of an identical, new item(s) of the same kind and quality by the Insurer.

Parts or entire items which have been replaced (salvage material) shall, upon the request of the Insurer, become their property.

*Refer to Definitions

- c) The Insurer shall also indemnify the Insured for any necessary additional costs involved or express freight, overtime, night shifts, work on Sundays and holidays, airfreight and travel expenses for service technicians and consultant engineers within the country itself.
- d) Indemnification calculated by subtracting the deductible originally determined in the policy from the indemnity sum. If a number of Insured Items have been affected by one and the same loss event*, only the highest applicable deductible will be subtracted.
- e) If, after occurrence of a loss event, the sum insured agreed for the insured items is in fact lower than the actual insured value currently established for this items, indemnification will be paid on a proportional basis in accordance with the underinsurance clause(refer to Article 8: Underinsurance).

Article 5 : Exclusions

5.1 Items excluded

- a) Parts and material which are prone to heavy wear and tear and repeated or periodic exchange due to their specific function and composition are not covered by this insurance. In particular these are:
 - Auxiliary material and consumables, as well as working materials, (e.g. development fluids, reagents, toner, coolant and extinguishing medium, cassette ribbons, films, image and sound carriers, film/foil combinations, specially prepared paper, typeface carriers, raster screens, pipettes);
 - All types of tools (e.g. drills, milling, cutters, grippers);
 - Other parts which, during the service-life of the insured item and based on past experience, are prone to frequent renewal (e.g. fuses, light sources, non- rechargeable batteries, filters).
- b) Tubes (e.g. picture tubes, radio-frequency power tubes, X- ray tubes, laser tubes) and intermediate image carriers (e.g. selenium drums) are only covered against fire, water and burglary, if no special agreement has been made.

5.2 Perils excluded

The Insurer shall not be liable for loss or damage, directly or indirectly caused by, or contributed to, or arising from:

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, conspiracy, military or usurped power, martial law or malicious persons acting on behalf of, or in connection with, any political organization, confiscation, commandeering, requisition, or destruction of or damage to, property by order of the government de jure or de facto of any public, municipal or local authority;
- b) Earthquake, volcanic eruption, seaquake (tsunami) and all resultant flooding, hurricanes, typhoons, cyclones, tornadoes;
- c) Nuclear reaction, nuclear radiation or radioactive contamination;
- d) Wilful act on the part of the Insured or one of his representatives*;
- e) Consequential loss of any kind or description, such as loss of income/profit, loss of use;
- f) Events for which a third party as supplier (manufacturing or retailer), carrier, forwarding agent or contractor is liable by law or under contractual obligation;

- g) Wear and tear, abrasion and ageing of any part of the insured item naturally resulting from ordinary use, or working, or gradual deterioration (consequential loss to other exchangeable parts* are covered under the Terms of this Policy).
- h) Internal damage to any electronic components which are part of the insured item, i.e. loss of, or damage to, electronic components where no evidence can be provided that the damage was caused by an external insured peril resulting in damage to either an exchangeable parts/module or to the insured item as a whole is not covered (consequential damage to other exchangeable part/modules, however, is covered).

The Insured is obliged to supply evidence that damage was not due to any of the causes mentioned under a) to c).

5.3 Costs excluded

The Insurer shall not indemnify the Insured for:

- a) Costs which would still have been incurred had the loss event not taken place (e.g. for maintenance);
- b) Additional costs which could accrue if alterations, modifications or improvements are carried out following a loss event;
- c) Extra expenditure incurred through makeshift or temporary repair/reinstatement of insured item;
- d) Costs not included in the sum insured due to the manner of costs they represent and the amount involved.

Article 6 : Insured's Obligations

In the interest of loss prevention the Insured is bound to observe the manufacturer's instructions and recommendations concerning the insured item(s), regarding :

- a) Erection and installation (in particular concerning the power supply, equipotential bonding and air-conditioning),
- b) Overall operation, service and maintenance.

Should there be any infringement on the part of the Insured regarding the previously mentioned obligations, the Insurer shall no longer be liable to indemnify the same in event of loss or damage caused as a consequence.

Article 7 : Sum Insured

- a) The sum insured for each insured item shall be equivalent to its insured value:

The Insured value is:

- Should the insured item be listed in a current price list, the valid list price of the insured item when new (new replacement value) plus delivery costs*;
 - Should the insured item no longer be listed in current valid price lists, the list price from the available price list of the insured item when new plus delivery costs, and accounting for any price alterations which may meanwhile have taken place;
 - Should no list price be available, the purchase or delivery price of the insured item when new plus delivery costs, and accounting for any price alterations which may meanwhile have taken place;
 - Should neither list, purchase or delivery prices be available, the sum-total of all costs necessary to manufacture the Insured Item plus price margins (where relevant) and delivery costs, and accounting for any price alterations which may meanwhile have taken place.
- b) Discounts and any price concessions will not bear influence on the insured value.
 - c) The Insured is fully responsible for determination of the Sum Insured.

Article 8 : Underinsurance

The insured item(s) has/have been underinsured if the Sum Insured determined is lower than the insured value; in this case, indemnification paid will be decreased in the same proportion, i.e. the ratio of the sum insured to the actual insured value.

Definitions

A New Item Of Similar Type And Quality

The insured item subject to total loss is still available on the market:

- All costs necessary to replace and erect an identical, new item will be reimbursed.

The insured item subject to total loss has meanwhile become obsolete:

- All costs necessary to replace the loss or damaged insured item with a follow-up model (similar type) of similar structure/configuration (of similar quality) –i.e low, average, high capacity – will be reimbursed.

Actual Cash Value

The actual cash value is equivalent to the insured value of the insured item with a respective deduction for its technical condition (accounting for age/wear and tear) at a given time immediately before occurrence of the loss event.

Delivery Costs

Delivery costs include costs necessary for packing and packaging, transportation, erection, taking items into operation, taxes and duties.

Exchangeable Part

In case of repair, the part/module to be exchanged.

Insured Location

The term specifies the Insured's rooms, buildings or company premises as itemized in the Policy Schedule.

Items Ready-For-Operation

Equipment can be regarded as being ready-for-operating as soon as normal working procedures can be or have been started-after an initial and successful test run, where necessary. Once the insured items have been declared ready-for-operation, they remain covered even during temporary interruption of operations for the purposes of maintenance, feed-run, overhaul or repair.

One And The Same Loss Event

A loss event represents the sum-total of all circumstances which have occurred within a period of 12 hour and which increase the overall scale of an insured loss.

Partial Loss / Total Loss

Partial loss has occurred if repair costs necessary to reinstate The insured item to its former state (i.e.proper working condition), plus the value of salvage material, are lower than the insured value.

Representatives

Representatives are the owner, the shareholders or other representatives chosen in accordance with legal prerogatives and authorized to represent the respective companies.

Unforeseen Circumstances

Circumstances are termed as being unforeseen if the Insured or one of his representatives were not able to foresee circumstances in time before they occurred.

Data Media Cover (Section II)

Article 1 : Insured Interest

The following items are covered under the Terms and Conditions of this Insurance Contract:

- a) Data (machine readable information), e.g. master and transaction data stored in data files and data bases, standard program data out of series production, data on customized user programs ready-for-use;
- b) Data media (storage media for machine-readable information) on which insured data has been stored is also covered if it can be exchanged by the user, e.g., removable magnetic disks, magnetic tapes, floppy disks.

Article 2 : Insured Location

Data and respective data media is covered :

- a) Throughout the Insured's premises;
- b) Throughout the external backup storage facilities. Backup data files are also insured during transportation between the company premises and backup storage facilities.

Article 3 : Insured Losses and Perils

Losses are covered if:

- a) Data media insured under the Policy has either been damaged or destroyed due to an unforeseen* circumstance, so that it is neither machine-readable, nor able to store data; or if
- b) Data media insured under the Policy has been lost due to theft, burglary or robbery.

Article 4 : Basis of Indemnity

The basis of indemnity is determined by the following criteria:

- a) The Insurer will indemnify the Insured in case of loss of, or alteration (distortion, corruption, manipulation, erasure) to data or programs covered under the Policy amounting to the costs necessary for:
 - Automatic re-entry of data and programs from backup data media;
 - Automatic or manual re-entry of data and programs from original programs, or from documents still available to the Insured (including compilation and editing of the same);
 - Replacement and re-entry of system and standard program data;
 - Costs of replacement of data media lost or damaged by a peril covered under the Policy;
 - The sum insured as agreed in the Insurance Contract limits the indemnification for the afore-mentioned costs.
- b) The indemnity to be paid will be determined on the basis of the compensation sum calculated less the agreed deductible.
- c) If data has not been recreated or replaced within twelve months after the loss event, the Insurer will only indemnify the Insured for the costs incurred for data media replacement.

Article 5 : Exclusions

5.1 Items excluded

The following items are not covered :

- a) Data media which cannot be exchanged by the user (e.g. hard disks, semiconductor memories);
- b) Data and programs which are stored in the CPU's main memory only.

5.2 Perils excluded

Damage to or loss of data media, including distortion, corruption, manipulation, erasure or loss of data caused by:

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection, mutiny, military or usurped power, or malicious persons acting on behalf of, or in connection with any political organization, confiscation, commandeering, requisition, or destruction of, or damaged to property by order of the government de jure or de facto, or by any public authority;

- b) Earthquake, volcanic eruption, seaquake or tsunami, hurricanes, typhoons, cyclones, tornadoes;
- c) Nuclear reaction, nuclear radiation or radioactive contamination;
- d) Wilful act or gross negligence on the part of the Insured or one of his representatives*;
- e) Consequential loss of any kind or description, whatsoever, e.g., loss of income, downtime, etc.;
- f) Events for which a third party as supplier (manufacturer or retailer), carrier, forwarding agent or contractor is liable, or where liability is assumed on the basis of a repair order;
- g) Wear and tear, abrasion, ageing, or components failure* not due to external sources.

5.3 Costs excluded

No indemnity will be paid:

- a) For insured data which has been altered or in any way improved after a loss event:
- b) For additional costs incurred (e.g. costs for purchasing new licenses) because insured data or programs have been safeguarded by copy-protection and/or access control software or similar procedures have been applied (e.g. dongles, encryption).

Article 6 : Insured's Obligations

In order to satisfy loss prevention requirements, the Insured must ensure that;

- a) The standard data backup procedures are carried out, and that ;
- b) The manufacturer's stipulations and recommendations concerning maintenance and overall care of EDP- equipment and data media are observed.

The Insurer will be exempt from any obligation to indemnify the Insured should loss or damage have been caused by any infringement of the above obligations.

Article 7 : Sum Insured

The sum insured should be calculated in such a manner as to ensure that it covers the costs necessary for replacement or recreation of data and programs, including replacement of data media (Art.4.a).

Article 8 : Underinsurance

In agreement with the Insured, the sum insured will be fixed on a first-loss basis. Underinsurance will not apply.

Definitions

Electronic Component

An electronic component or module in this connotation is the item (i.e., exchangeable part) which is usually replaced in event of repair.

Representatives

Representatives are the owner, the shareholders or other representatives chosen in accordance with legal prerogatives and authorized to represent the respective companies.

Unforeseen Circumstances

Circumstances are termed as being unforeseen if the Insured or one of his representatives were not able to foresee circumstances in time before they occurred.

Increased Cost of Working (Section III)

Article 1 : Insured Interest

- a) All proportional additional costs*, and
- b) Non-proportional additional costs*

necessary to implement interim measures in order to avoid business interruption (downtime) after an indemnifiable loss to insured items as listed in the Schedule to the Policy, are covered.

Article 2 : Insured Location

Cover is provided for all additional costs which will be incurred should loss or damage to an insured item take place:

- a) Within the specified insured location, or;
- b) When insured item are moved or transported within the insured location.

Article 3 : Insured Losses and Perils

Cover is provided for additional costs which will be incurred:

- a) After an indemnifiable loss to an insured item caused by a sudden, unforeseen circumstance, or
- b) After loss of an insured item due to theft, burglary or robbery.

In particular, cover of additional costs is provided after loss or damage caused by:

- Negligence, untrained or improper handling, operational errors, intentional damage or malicious intent by third parties;
- Theft, burglary, robbery;
- Fires (with and without blaze), all kinds of explosion, implosion, a direct stroke of lightning, crash of a manned/unmanned flying object, as well as through extinguishing, demolishing, clearing or any damage caused during these event;
- Tap water, tidal water, flooding, backwater, ground water, rain water, corrosion, steam, frost, ice drift, water/dampness and other types of liquid;
- Storm, wind, storm tide, hail, avalanche, rockslide;
- Errors in construction, material defects, manufacturing discrepancies, overvoltage, induction, the effects of indirect lightning.

Article 4 : Indemnification

Indemnification will be made on the basis of the following criteria:

- a) Additional costs as itemized below are reimburseable if they were incurred during the indemnity period*:

- In the case of proportional additional costs:

This will be the daily indemnification amount agreed upon inception of the Policy; where the actual additional costs incurred per day vary from the agreed daily indemnification amount, all additional costs which have accumulated will be added and reimbursement limited to the maximum monthly indemnification amount fixed; indemnification throughout the entire indemnity period is restricted to the indemnity limit agreed;

- In the case of non-proportional additional costs:

This will be costs limited to the indemnification amount agreed upon inception of the Policy.

- b) The duration of the indemnity period, if not otherwise agreed, will run at twelve months. It will commence upon earliest possible detection of physical loss or damage by the Insured in accordance with accepted technical standards, and at the latest, when additional cost covered under the Policy are incurred.
- c) The indemnification payment will be determined on the basis of reimbursable costs less the agreed deductible.
- d) The time excess/deductible*is defined as follows :-

- For proportional additional costs, a time excess (expressed in working days) as laid down in the Policy is applicable;
- For non-proportional additional costs, a deductible (expressed in figures or percent) as laid down in the Policy is applicable.

Article 5 : Exclusions

5.1 Item excluded

Additional costs resulting from, or directly or indirectly caused by, or contributing to loss or damage are not insured, if caused by:

- a) Loss or damage to item which are excluded from Material Damage Cover (e.g. auxiliary material, consumables and working materials, all types of tools);
- b) Loss or damage to tubes and intermediate image carriers not indemnified under the Policy;
- c) Loss or damage to supply systems*;
- d) Loss of, or alteration (distortion, corruption, manipulation, erasure) to data and programs*.

5.2 Perils excluded

Additional costs resulting from, or directly or indirectly caused by, or contributing to loss or damage are not insured, if caused by the following perils:

- a) War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, or malicious persons acting on behalf of, or in connection with, any political organization, confiscation, commandeering, requisition, or destruction of, or damage to, property by order of the government de jure or de facto of any public, municipal or local authority;
- b) Earthquake, volcanic eruption, seaquake (tsunami) and all resultant flooding, hurricanes, typhoons, cyclones, tornadoes;
- c) Nuclear reaction, nuclear radiation or radioactive contamination;
- d) Wilful act on the part of the Insured or one of his representatives;
- e) Wear and tear, abrasion and ageing of any part of the insured item naturally resulting from ordinary use, or working, or gradual deterioration (consequential loss to other exchangeable parts are covered under the Terms of this Policy).
- f) Internal damage to any electronic components which are part of the insured item, i.e. loss of or damage to, electronic components where no evidence can be provided that the damage was caused by an external insured peril resulting in damage to either an exchangeable part/module or to the insured item as a whole is not covered (consequential damage to other exchangeable part/module, however, is covered).

5.3 Costs excluded

Additional costs resulting from, or directly or indirectly caused by, or contributing to loss or damage are not insured, if caused by any of the following:

- a) Reconstructional or operational restrictions imposed by any public authorities;
- b) Lack of capital for reinstatement/repair or replacement of items affected by loss or damage;
- c) Improvement or overhauling of insured items during reinstatement/repair or when replacing them;
- d) Contamination, destruction or damage to raw materials, or semi-finished and finished goods.

Article 6: Insured's Obligations

In the interest of loss prevention the Insured is bound to observe the manufacturer's instructions and recommendations concerning the insured item(s) regarding :

- a) Erection and installation (in particulars concerning the power supply, equipotential bonding and air-conditioning);
- b) Overall operations, care and maintenance of the same.

Should there be any infringement on the part of the Insured regarding the previously mentioned obligations, the Insurers shall no longer be liable to indemnify the same in event of loss or damaged caused as a consequence.

Article 7: Sum Insured

The sum insured should be calculated so that it corresponds to the sum required to offset additional costs incurred for necessary interim measures within a twelve month period.

- a) The calculation for proportional additional costs is based on the daily indemnification amount and the maximum monthly indemnification amount as laid down in the Policy.
- b) The calculation for non-proportional additional costs is based on the single lump sum as laid down in the Policy to be paid to the Insured at the beginning of the downtime period following physical damage.

Article 8: Underinsurance

In agreement with the Insured, the sum insured and indemnity limit will be fixed on a "first-loss basis". Underinsurance will not apply.

Definitions

Additional Costs

- Proportional additional costs which can be covered under the Policy are recurrent costs which have accumulated proportionally throughout the entire period in which insured equipment is affected by downtime, for example:
 - The utilization of alternative equipment/systems;
 - Lease/rental of substitute facilities;
 - Application of alternative working or processing procedures;
 - Additional overheads incurred for personnel;
 - Utilization of external workforce or service processing facilities, and/or the procurement of finished and semi- finished goods.
- Non-proportional additional cost covered under the Policy are additional costs which are independent of the time factor, for example:
 - Single re-programming procedures; Resetting of equipment;
 - Initial emergency measures as well as temporary reinstatement/ repair of insured items.

Indemnity Period

The indemnity period is the agreed period of time the Insurer will reimburse additional costs which have accumulated and which are covered under the Terms and Conditions of the Policy. The indemnity period fixed should allow adequate time for elimination of any impairment to insured items caused by loss or damage covered under the Policy (repair in the case of partial loss, purchase of a new item after total loss).

Supply Systems

Supply technology covers infrastructure systems necessary to ensure that insured items are able to function properly. These include air-conditioning units, Uninterrupted Power Supply (UPS) systems, frequency transformers, emergency standby generating units.

TIME EXCESS (to be applied in the case of proportional additional costs)

The Insured must bear a certain proportion of the additional costs himself in relation to the total additional costs which have accumulated, i.e. in the same ratio as the time excess bears to the total downtime period or period during which the insured item is impaired. When determining the relevant time excess only the time out of the total downtime period in which work procedures at the insured location were still being carried out or would have been carried out had the loss event not occurred, will be accounted for. The total downtime period will terminate at latest when the indemnity period runs out.

General Conditions For All Sections

Article 1: Inspection, Duration And Termination Of The Insurance Policy

- a) The Policy term will commence soon as the premium agreed upon has been paid in full. The Policy term is twelve months (one insurance year) if no agreements to the contrary have been made.
- b) The Insurance Policy will initially run one year and will then be automatically renewed from year to year provided it has not been cancelled in writing (registered letter) by one of the parties three months prior to the respective renewal date of the Policy.
- c) Cover through the Policy will be automatically terminated if :
 - The risk no longer exists (i.e. insured item has been scrapped, lost or has disappeared);
 - The insured item has been transferred over to third parties by way of sale or as a gift;
 - The business of the Insured goes bankrupt or if winding-up procedures are initiated against him;
 - Notice of cancellation has been given (refer to Article 2).
- d) Should the Insured pass away, the Insurance Policy will be assigned over to his next of kin (legal heir) or legal successor.

Article 2: Cancellation Of The Insurance Policy

- a) Notice of cancellation is made in accordance to the terms stated in Article 1.b.
- b) Extraordinary notice of cancellation : The Insurer may cancel this Policy by sending fourteen day's notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the prorated portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured (provided no claim has arisen during the then current Period of Insurance) who shall be entitled to a return of premium less premium at the Insurer's short period rates for the period the Policy has been in force.

Article 3: Subrogation

The Insured shall, at the expense of the Insurer, do, and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity other than those insured under the Policy to which the Insurer shall be or would become entitled upon its paying for, or making good, any loss or damage under this policy whether such acts and things shall be or become necessary or required before, or after, the Insured's indemnification by the Insurer. The Insurer will provide the Insured with full support when enforcing his claims against third parties.

Article 4: Obligations Of The Insured

4.1 Obligations upon application for insurance

Before the Policy has been signed the Insured is obligated to give the Insurer a full and detailed account of all risk-influencing circumstances. Risk circumstances are deemed to be risk-influencing if they might influence the Insurer in his decision whether to accept the risk at all, or to accept the risk based on special agreements.

When in doubt, those risk circumstances where the Insurer expressly requires information in writing are regarded as being risk-influencing. As far as the legal consequences are concerned it is not important whether the Insured has culpably provided false or incomplete information.

4.2 Obligations during the term of the policy The Insured is bound :

- a) To take at his own expense all reasonable precautions to prevent loss or damage, to comply with the statutory requirements and manufacturer's recommendations regarding safeguarding and operation of insured items and to maintain insured items in good condition;
- b) To inform the Insurer in writing of all alterations regarding the insured items, such as in their application, their characteristics, their place of erection or other risk aggravating circumstances;
- c) To allow the Insurance company's representatives access to the insured items at all times.

4.3 Obligations after a loss

- a) After loss or damage has occurred which will or is likely to give rise to a claim under the Conditions of the Policy, the Insured is bound:
 - To notify Insurer or nearest representative within 24 hours after the damage has become known either by telephone, telegram, telex, facsimile or registered letter. If the loss was reported verbally, notification must be repeated in writing within one week;
 - To inform the Insurer at his own expense without delay of both the cause and extent of the loss or damage, providing all proof, information and such other evidence with respect to the claim as the Insurer may reasonably require;
 - In case of theft or burglary, or attempted theft or burglary to make an immediate notification to the relevant authorities (Police Report);
 - To do, or concur in doing, or permit to be done, all reasonable steps within his power to minimize the extent of loss or damage or minimize the costs incurred;
 - To give his full support when investigating both the cause and circumstances accompanying the loss or damage, to support the necessary inquiries into the loss or damage and not to undertake any alteration to the damaged items, which might hinder or make impossible the investigation of the cause of loss or damage;
 - To preserve all damage parts
 - To provide the Insurer with full information together with all documents needed in order to assess the extent of damage or determine the expenses incurred.
- b) The reinstatement of damaged items by the Insured may only take place after the Insurer has given their agreement. If the Insurer does not advise the Insured respectively within one week, the items may be reinstated by the Insured without the Insurer's agreement.
- c) The due observance and fulfillment of the obligations set forth within this Article shall be precedent to any liability of the Insurers to make any payment under the Policy.

Article 5 : Notes

- a) All statements and notifications on the part of the Insurers or Insured must be made in writing in order to be legally binding.
- b) Each and every statement made by anyone of the parties to the agreement is effective as of the date as postmarked.

Business Interruption /Loss Of Profit Cover (BI/LOP)

This section can only be underwritten in conjunction with Material Damage Cover.

Article 1 : Object Of Insurance

The object of insurance under LOP cover is the amount of profit (net turnover less costs dependant upon turnover*) the Insured losses due to physical damage* to an insured item causing downtime of the equipment.

The term 'net turnover' covers all profit earned by the Insured company through its specific line of business. This does not cover, for example, income from capital investment, speculation or purchase of property, other than that this is typical of the Insured's business activities. Any alteration in the inventory should be taken into account.

Downtime leading to loss of profit/business interruption has occurred at a company if the normal operating procedures are in any way impaired or if activities have come to a total standstill.

Article 2 : Insured Value – Sum Insured – Underinsurance

2.1 The insured value is the profit earned by the Insured within the period under review (evaluation period).

The evaluation period runs for one year and is Terminated once the downtime loss* has occurred

2.2 The sum insured should be calculated to correspond entirely and at all times with the insured value.

2.3 If the sum insured is lower than the actual insured value at the time the downtime loss occurs, then only a certain proportion of the downtime loss will be indemnified, i.e. same as the proportion the sum insured represents to the insured value (in accordance with the rules of proportionally in a case of Underinsurance).

*refer to definitions

Article 3 : Indemnification Payment / Liability Period

3.1 Profits lost

After an indemnifiable loss has occurred the Insurer will reimburse the Insured for all profits not realized.

3.2 Additional expenditure

Similarly, the Insurer will reimburse the Insured for any additional expenditure incurred, but only if this actually leads to a minimization of losses. The term 'additional expenditure' covers the following type of costs:

- the use of (rented) external equipment
- the application of other work or production procedures
- the use of third party services
- additional staff expenditure/labour costs.

3.3 Determining the loss amount

The loss amount is determined on the basis of actual profits lost by the Insured due to downtime within the policy indemnity period. Any loss-minimizing additional expenditures incurred must be added to this sum. The Insured is bound to supply evidence of the extent of the loss and must bear any costs which arise when determining the loss amount, other than when the loss assessor has been stipulated by the Insurer himself.

3.4 Figure of Relative Importance

The figure of relative importance of an item describes the percentage of income which, to all probability, will not be realized, should the insured item not be taken into operation throughout the entire period of evaluation. If the figure of relative importance fixed for an item in the insurance contract at the beginning of the liability period is lower than the proportion of earnings not realized, as the item could not be taken into operation throughout the period under evaluation, then the Insurer will only reimburse that part of the loss which is in the same proportion to the entire loss as the figure of relative importance is to non-realized earnings.

3.5 Calculation of the indemnification payment

The indemnification payment (reimbursement sum) is determined on the basis of the following calculation:

- the deductible is subtracted from the loss amount (refer to Art.3.3). The deductible in this case is a time excess and is expressed in working days.
- Under certain circumstance there could be a case of underinsurance (refer to 2.3). Similarly, the figure of relative importance could have been wrongly assessed (refer to Article 3.4).

3.6 Indemnity period LOP

The indemnity period covers one year, if no alternative agreements have been made. The period of liability begins when physical damage actually leads to business interruption at the Insured's premises. Liability is terminated after business interruption has ended, at the latest at the end of the indemnity period stipulated in the application form.

Article 4 : Exclusions

The Insurers shall not be liable for loss of profit, directly or indirectly caused, or contributed to, or arising from loss or damage excluded under SECTION I (Material Damage Cover) Article 5.2 except (e).

Similarly, all loss of profit caused by, or further aggravated by, any of the following circumstances is also not covered under the terms and conditions of the LOP policy:

- reconstructional or operational restrictions imposed by any public authorities;
- non-availability of spare parts out of series production (obsolete items);
- lack of capital for reconstruction or replacement of lost/ damaged items;
- total destruction or damage to component parts of insured equipment, or of materials, which are exempt from cover under the Material Damage Policy;
- damage to, destruction or loss data media, data or programs;
- improvement or overhauling of insured items during service and repair operations, or through replacement of the same;
- fire or perils, which can be covered under a standard fire policy, if nothing to the contrary has been agreed.

Article 5 : Premium Reimbursement

The Insurer will reimburse the Insured for the excess premium paid covering the insurance year just expired :

- If the agreed Sum Insured turns out to be higher than the actual profits earned, and,
- If the Insured reports the same to the Insurer within six months after expiry of the insurance year.

The premium to be reimbursed should not be greater than one third of the paid premium for the insurance year under review.

Definitions

Physical Loss (LOP Policy)

A physical loss under the conditions of an LOP policy has occurred if the loss is covered under the MDC (Material Damage Cover) Section 1 of the policy.

Costs dependent upon turnover

Costs which are dependent upon turnover are those which rise and fall in proportion to the turnover. In particular, these are costs for raw materials and costs of goods sold. Such costs are not incurred in the case of business interruption.

Alterations in the inventory

All and any changes to the stock inventory should be taken into account, i.e. raw materials, semi-finished goods, finished goods, etc.

Downtime Loss

A downtime loss has occurred if there is a loss of profit after a physical loss or damage for which indemnification will be paid under the Conditions of the LOP.

Clauses / Extensions / Warranty

Strike, riot and civil commotion endorsement

It is hereby declared and agreed that this Policy extends 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 :-

- 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).
- The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimising the consequences of any such disturbance.
- The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to lock-out.
- 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.

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

Appraisement clause

If the aggregate claim for any one loss does not exceed RM 5,000.00 or 5 % of the sum insured; whichever is the lesser amount by the item or items affected no special inventory or appraisement of the undamaged property shall be required. If two or more machinery/equipment be included in a single item, this provision shall apply to the range of machinery/equipment by the item or items affected.

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

Alterations and repairs clause

Workmen are allowed in or about any premises herein referred; to carry out alterations and repairs without prejudice to the terms of this Insurance.

Subject otherwise to all other terms, exceptions and conditions of 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 the policy the basis upon which the amount payable under the policy is to be calculated shall be the reinstatement of the plant or property destroyed or damaged.

“ Reinstatement” shall mean;

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

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

Provided that: -

- 1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirement of the Insured subject to the liability of the Company not being increased thereby) will be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made.
- 2) Where the said plant or property is damaged or destroyed in part only the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- 3) No payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made if at the time of any destruction or damage to the said plant or property insured hereunder such destruction or damage shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis.
- 4) No payment beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred or the Insured is unable or unwilling to replace or reinstate the plant or property destroyed or damaged on the same or another site.
- 5) Where by reason of the above provisions no payment is to be made beyond the amount which would have been payable under the policy if this endorsement had not been incorporated therein the rights and liability of the Company and the Insured in respect of the destruction or damage shall be subject to the terms, conditions and limitations of this Policy as if this endorsement had not been incorporated therein.

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

Capital additions clause

This insurance is hereby extended 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 10 % of the sum insured or RM 100,000.00 in respect of each and every item, whichever is the lower.

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

Designation clause

For the purpose of determining where necessary the item (column heading) under which any property is insured, the company agrees to accept the designation under which such property is entered in the Insured's books.

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

Cover for extra charges for overtime, night work, work on public holidays, express freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight). Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy. If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion. Limit of Indemnity 10% of loss amount or maximum RM 100, 000.00 any one occurrence.

Average relief clause (85%)

It is hereby declared and agreed that at the time of loss, if the sum insured does not represent more than 85% of the sum insured under this Policy, then the Insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

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 Territorial Limit as stated in the Schedule in respect of

(A) All sums which the Insured shall become legally liable to pay for compensation in respect of

- (1) bodily injury to or illness of any person
- (2) loss of or damage to property

Occurring within the Territorial Limits during the Period of Indemnity as a result of an accident and happening or caused as described in the Schedule under the heading of Description of Risk

(B) All costs and expenses of litigation

- (1) recovered by any claimant against the Insured
- (2) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

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

Definitions

Accident

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

Bodily injury to or illness of any person

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

Compensation

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

Loss of or damage to property

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

Exclusions

The indemnity expressed in this Policy shall not apply to

- (1) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- (2) liability in respect of
 - (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of employment of such person by the Insured
 - (b) any sums payable by the Insured under legislation relating to occupational injury or illness

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

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

- (b) any accident loss destruction damage or legal liability directly or indirectly caused or contributed to by or arising from nuclear weapons material
- (9) The Company will not indemnify the Insured against any legal liability for Bodily injury to or illness of any person or loss of or damage to property arising out of asbestiform talc, asbestos or any other substance or compound that incorporate asbestos, diethylstilbestrol (DES), dioxin, or urea formaldehyde.

Limits of Indemnity

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

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

Conditions

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

an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company.

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

Clauses / Extensions / Warranties

Strike, riot & civil commotion

It is hereby declared and agreed that the within mentioned Policy is extended to cover any legal liability of the Insured arising out of Strike, Riot & Civil Commotion. The words "Strike, Riot & Civil Commotion" appearing under Exception 7 are deemed to be deleted.

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

Alteration and repair 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.

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

Employees' effects clause

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

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

Guests' effect extension clause

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

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

Social and sports activities endorsement

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

Provided that :-

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

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

Temporary visit overseas clause

It is hereby declared and agreed that this Policy shall cover legal liability of the Insured in respect of bodily injury or illness of any person, or loss of or damage to property in respect of business trips not involving manual work worldwide (excluding USA and Canada) by Directors or Senior Employees and/or Employees of the Insured, but excluding liability attributable to intoxication, consumption of drugs unless on medical advice and liability in respect of injury or damage caused by or arising from the use of or driving motor vehicle.

Provided however the compensation for such damages must be delivered or obtained from a court of competent jurisdiction within Malaysia.

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

Plant and machinery endorsement (including hired-in-plant)

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

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

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

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

Loading and unloading endorsement

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

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

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

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

Defective sanitary arrangement clause

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

First aid facilities endorsement

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

Neon/advertising signs endorsement

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

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

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

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

Gradual environmental impairment exclusion clause (LMCI)

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

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

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

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

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

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

Jurisdiction clause

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

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

Food and drink poisoning endorsement (A)

(For Sum Insured less than RM250,000)

Notwithstanding anything contained herein to the contrary this policy shall extend to cover legal liability of the Insured in respect of death, or bodily injury as within defined caused by or arising out of deleterious matter in food or drink sold or supplied by the insured at or from the premises described in the Schedule as "Situation or Risk".

Provided that the liability of the company in this respect shall not exceed :-

- i) in respect of any one person - RM 50,000.00

- ii) in respect of any number of person arising out of one event - RM 50,000.00
- iii) in respect of any one period of indemnity ... UNLIMITED

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

Food and drink poisoning endorsement (B)

(For Sum Insured more than RM250,000)

Notwithstanding anything contained herein to the contrary this policy shall extend to cover legal liability of the Insured in respect of death, or bodily injury as within defined caused by or arising out of deleterious matter in food or drink sold or supplied by the insured at or from the premises described in the Schedule as "Situation or Risk".

Provided that the liability of the company in this respect shall not exceed:-

- i) in respect of any one person – RM100,000.00
- ii) in respect of any number of person arising out of one event – RM100,000.00
- iii) in respect of any one period of indemnity ... UNLIMITED

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

Fire and explosion endorsement

It is hereby declared and agreed that the words 'Fire & Explosion' in Exception 5(f) of the policy are deemed to be deleted but the Indemnity expressed in this policy 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.

Electromagnetic fields exclusion clause

It is hereby understood and agreed that this policy shall not indemnify the insured in respect of any loss or liability which arises out of or is contributed directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

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

Innkeepers liability

(Applicable for Hotel Risk only)

It is understood and agreed that this Policy is extended to include "Innkeepers' Liability" coverage as follow. Subject to all of the conditions of the Policy subject to all of the provision of the Policy not expressly modified herein :

- i) The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damage because of loss to property belonging to guest at the Insured Premises if such loss occurs while such property is within the Insured Premises or in possession of the Insured and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such loss even if the allegations of the suit are groundless, false or fraudulent, and may make such investigations and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgement or settlement.

Exclusions

The Insurance does not apply:

- a) to any liability assumed by the Insured under any express contract or agreement;
- b) to any loss caused by the spilling, upsetting or leaking of any food or liquid;

- c) to any loss as to which the Insured has released any other persons or organization from his or its legal liability;
- d) to loss to any vehicles, or its equipments, contained therein;
- e) to loss to any property in the custody or possession of the Insured for laundering or cleaning;
- f) to loss to any articles carried or held by guest as samples or for sales or for delivery after sale.

ii) Limit of Liability

Regardless of the number of Insureds under this Policy, The Company's Liability under this endorsement is limited as follows :-

'The limit of the Company's liability in accordance with the innkeepers' ordinance 1952 (Malaysia) for all damages because of loss of property caused by theft is RM 250 per room or subject to maximum limit of RM2,500.00 anyone loss and in the aggregate.

iii) Amended Definition

As used in this Endorsement, 'Insured Premises' means that portion of the building at the locations. Described, occupied by the Insured conducting the business of an Innkeeper.

iv) Additional Definition

As used in this Endorsement, 'Loss' mean injury to or destruction of tangible property, including loss thereof

v) Additional Condition

The Insured shall exhibit continuously in a conspicuous part of the room or hall or entrance to the premises at least one copy of the notice specified in the Innkeeper's Liability Ordinance.

Nothing contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

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

Lifts elevators and escalators clause

It is agreed that this Policy shall cover the Insured's legal liability in respect of bodily injury 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 and it is a condition of this policy that :-

- (i) The Insured shall maintain a contract for inspection and maintenance by a competent engineer. 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 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.
- (ii) The lifts, elevator or escalator thereof or thereto 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 sum of "as per schedule".

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

Car park clause

It is hereby declared and agreed notwithstanding anything herein to the contrary that this Policy shall cover the Insured against all sum which the Insured shall become legally liable to pay as compensation in respect of :

CAR PARK

- a) Death, bodily injury or property damage as within defined arising from the use of the 'CAR PARK'
- b) Damage to any vehicle within, entering or leaving the 'CAR PARK' or whilst being moved or driven within the 'CAR PARK' by employees of the Insured.

Provided that

- 1) The term 'CAR PARK' shall be defined as the garage and parking space provided by the Insured at the premises designated in the Schedule as 'situation of Risk' for the convenience and use of visitors and/or guests.
- 2) Such 'CAR PARK' is not used by the Insured for any motor trade purpose.
- 3) If any charge is made for the parking of any vehicle a ticket shall be issued by the Insured to every person paying such charge.
- 4) The Company shall not be liable from any accident caused by or arising out of the driving of car within the car park by an employee of the Insured unless such employee holds a license to drive such a vehicle or has held and is not disqualified for holding or obtaining such a license. The term 'License' shall mean a license or permit required by the licensing or other laws or regulations when such vehicle is driven on a road within the meaning of the Road Transport Act 1987, Malaysia.
- 5) The liability of the Company shall not exceed
 - i) in respect of any one accident *as per schedule
 - ii) in respect of any one period of indemnity *as per schedule.

It is further declared and agreed that the Company shall not be liable for any loss of vehicle directly or indirectly arising from hijacking and/or theft whether by deception or not.

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

Work away risks endorsement

The Policy shall cover legal liability of the Insured in respect of bodily injury or illness of any person, or loss of or damage to property in respect of accidents arising out of the engagement of the actual progress of work undertaken by the Insured or the persons in the service of the Insured in the course of the business within the Territorial Limits but away from the defined premises.

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

Contractors & sub-contractors clause

Notwithstanding anything contained herein to the contrary the indemnity expressed in this section of this Policy shall cover the Insured's legal liability in respect of bodily injury or illness of any person, or loss of or damage to property caused by or in connection with employment of Contractors & Sub-contractors or the employees of such Contractors & Sub-Contractors by the Insured.

Provided always that :-

- (a) the Contractors and Sub-Contractors shall, as though they are the Insured, observe, fulfil and be subject to terms of this Policy as so far as they apply;
- (b) the Contractors and Sub-Contractors are not entitled to indemnity under any other policy of insurance;
- (c) at the end of each Period of Insurance the Insured shall notify the Company of any such Contractors and Sub Contractors employed during such Period of Insurance and of the cost thereof and shall pay such additional premium as may be required.

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

Vehicles used as tools of trade (excluding vehicles licensed for road use)

It is agreed and understood that otherwise subject to the terms, exceptions, provisions and conditions contained in the policy or endorsed thereon, this Policy is extended to cover legal liability of the Insured in respect of Liability arising out of the use of vehicles (excluding vehicles licensed for road use) as tools of trade within the Territorial Limits as mentioned in the Schedule.

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

Environmental pollution and/or contamination exclusion endorsement

Except with respect to such insurance as may be provided by the Policy for motor vehicle liability, none of the coverage provisions of the Policy apply to personal injury, bodily injury or property damage arising out of pollution and/or contamination caused by the discharge, dispersal, release or escape of :-

- 1) oil into or upon watercourse or body of water or
- 2) oil into or upon land or the atmosphere or
- 3) any other contaminants or pollutants into or upon land, the atmosphere or any watercourse or body water.

Section 2 and 3 of this exclusion do not apply if such discharge, dispersal, release or escape is sudden, accidental, unexpected and unintentional from the standpoint of the Insured.

As used in this Endorsement :-

"Oil" includes any petroleum substances, petroleum derivation, oil waste and oil mixed with waste.

Contaminants and Pollutants" include smoke, vapors, soot, fumes, acids, alkalis toxic chemicals, liquids, gases, waste materials, other irritants.

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

Flood and fumes clause

It is hereby declared and agreed that the words "Flood and Fumes" appearing in Exception 5 (f) of the aforementioned policy are deemed to be deleted, provided that legal liability for bodily injury or property damage is caused by sudden unintended and unexpected happening which takes place in its entirety at a specific time and place during the period of insurance.

It is further noted and agreed that this extension excludes cost of removing, nullifying, cleaning up, penalties, punitive or exemplary damage.

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

Hoists, cranes and unregistered vehicles clause

It is agreed and declared that the policy extends to cover legal liability of the Insured for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any unregistered vehicle or attachment thereto in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured.

Provided however, that the Company shall not be liable in respect of claims arising in connection with any such vehicle or such attachment thereto.

- a) in respect of the use of which insurance is required by virtue of any legislation relating to motor vehicles.
- b) which is otherwise insured in respect of the same liability.

Except to the extent that the provisions of Exclusions 5(a) and (b) of the Policy are hereby modified the terms and conditions and limitations of the Policy shall apply.

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

False arrest clause

It is hereby declared and agreed that the indemnity granted by this policy shall cover 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 false arrest or wrongful detention of any person on the insured premises.

Provided that the liability of the company under this endorsement shall not exceed the limits of liability granted under the policy.

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

Demonstration and exhibition endorsement

It is hereby declared and agreed that this policy is hereby extended to cover the Insured's legal liability in respect of bodily injury and/or damage to property whilst the Insured property is being used for the purpose of demonstration and/or exhibition.

Provided that the liability of the company under this extension shall not include loss or damage whilst the Insured property is in transit or loading incidental to such transit.

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

Non owned vehicle liability clause

It is hereby declared and agreed that this Policy extends to cover the insured's legal liability as specified within arising :-

- i) out of the use of any vehicle not owned by the insured but used on its business.
- ii) out of the use of any vehicle hired or leased by any of the Insured's employees on the Insured's business.

Provided always there is no other insurance in force covering such liability at the time of claim.

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

Cyber/internet/extranet/extranet etc liability exclusion clause

It is hereby declared and agreed that this Policy does not cover any liability arising directly or indirectly out of, caused by, in any way related to or in connection with the Insured Business or profession or any activities or any transactions performed, processed, using and/or conducted through the internet, intranet, extranet, the Insured's own website or web address including without limitation any transmission of electronic mail or documents by electronic means.

Indemnity to directors and executives

If any legal liability claim is made upon the Director and/or Executive of the Insured and the claim is such if made upon the Insured in respect of bodily injury to or illness of any person, or loss of or damage to property the Insured would be entitled to indemnity under this Policy the Company will in terms of and subject to the limitations of this Policy indemnify the said Director and/or Executive of the Insured in respect of such claim.

Provided that:-

- a) Such Director and/or Executive is not entitled to indemnity under any other Policy or Policies.
- b) The extension by this Endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and /or Executive.
- c) Such Director and/or Executive shall as though he were the Insured observe, fulfill and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply.
- d) The extension by this Endorsement shall not operate to increase the Company's liability as set forth in the Schedule under the heading of Limit of Indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended. Limit 10% of Public Liability Limit of Liability as printed in the schedule.

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

Communicable disease endorsement

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:

- 2.1. for a Communicable Disease, or
- 2.2. 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:

- 3.1. 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
- 3.2. 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
- 3.3. 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).

Directors And Officers Liability

This is a "claims made policy". Except as otherwise provided herein, this Policy covers only Claims first made against the Insured and reported to the Insurer in the Period of Insurance, or Discovery Period if applicable. All words capitalized and bolded in the Policy or its Schedule shall have the meaning given to them in Section 3 of the Policy entitled "Definitions".

In consideration of the payment to the Insurer of the premium, the Insurer will pay to or on behalf of the Insured in accordance with and subject to the terms and conditions of this Policy.

Section 1: Insuring Clause

- 1.1 **Directors and Officers**
The Insurer will pay to or on behalf of the Insured all Loss resulting from a Claim against the Insured except for and to the extent that the Company has indemnified the Insured. This cover only applies when the Claim is first made and reported to the Insurer during the Period of Insurance, or Discovery Period if applicable.
- 1.2 **Company Reimbursement**
The Insurer will pay to or on behalf of the Company all Loss resulting from a Claim against the Insured to the extent that the Company has indemnified such Insured. This cover only applies when the Claim is first made and reported to the Insurer during the Period of Insurance, or Discovery Period if applicable.
- 1.3 **Company Insurance for Securities Claims**
The Insurer will pay to or on behalf of the Company, all Loss resulting from any Securities Claim against the Company. This cover only applies when the Securities Claim is first made and reported to the Insurer during the Period of Insurance, or Discovery Period if applicable.

Section 2: Extensions

The Insurer agrees to extend the cover under the Policy on the following bases and subject to all the terms and conditions of this Policy:

- 2.1 **Legal Representation Costs**
The Insurer will pay to or on behalf of the Company or Insured all Legal Representation Costs resulting from an Inquiry. This cover only applies when notice compelling attendance by the Insured at the Inquiry is first served on the Insured or the Self Report Investigation is first required and reported to the Insurer during the Period of Insurance or Discovery Period if applicable.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate per Period of Insurance for all Insured for all Legal Representation Costs.
- 2.2 **Protected Excess Limit for Non-Executive Directors**
In addition to the Limit of Liability, the Insurer will pay to or on behalf of each Non-Executive Director all Loss, up to the Protected Excess Limit, resulting from a Claim against, or Inquiry compelling attendance by, such Non-Executive Director. This cover is only available where there is/are no other source or sources of indemnification available to the Non-Executive Director, including but not limited to indemnification by the Company after exhaustion of the Limit of Liability; or other available insurance.

The limit for this cover is the amount shown in the Schedule in the aggregate per Period of Insurance for each Non-Executive Director, up to a total aggregate amount in the Period of Insurance as shown in the Schedule, for all Loss in respect of all Non-Executive Directors for all Claims and Inquiries.
- 2.3 **Public Relations Expenses**
The Insurer will pay to or on behalf of the Insured, Public Relations Expenses with the Insurer's prior written consent (not to be unreasonably withheld) for the Insured to retain a public relations consultant to reduce or prevent the effects of negative publicity which the Insured reasonably believes may lead to a Claim or an Inquiry.

This cover only applies when the request to retain a public relations consultant is first made and reported to the Insurer during the Period of Insurance, or Discovery Period if applicable.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate per Period of Insurance for all Insured for all Public Relations Expenses.

- 2.4 **Extradition Costs**
The Insurer will pay to or on behalf of the Insured, Extradition Costs with the Insurer's prior written consent (not to be unreasonably withheld) for the Insured to retain legal adviser or tax accountant to advise that Insured in connection with an Extradition Proceeding.
- 2.5 **Emergency Costs Advancement**
If Defence Costs or Legal Representation Costs are incurred by an Insured, prior to receiving the written consent of the Insurer, the Insurer agrees to give retrospective approval for such amounts incurred by the Insured to the point in time when the Insured could reasonably have sought the Insurer's written consent. The Company or the Insured shall give written notice to the Insurer of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate for all Defence Costs and Legal Representation Costs.

Notwithstanding above, if it is established that there is no entitlement to indemnity under the Policy for the specific Defence Costs, Legal Representation Costs, such amounts shall be repaid to the Insurer immediately.
- 2.6 **Occupational Health and Safety Costs**
The Bodily Injury and Property Damage Exclusion 5.5 shall not apply to Defence Costs resulting from a Claim, or Legal Representation Costs resulting from an Inquiry, in respect of any alleged breach of any occupational health and safety law or regulation, including but not limited to a Workplace Death.
- 2.7 **Retired Directors and Officers**
The Insurer agrees to indemnify any Retired Directors or Officers for Claims made against, or Inquiries involving, such persons during the period of 84 months immediately following the expiry of this Period of Insurance, but only to the extent that such Claims are for Wrongful Acts and Inquiries occurring prior to the effective date of termination or non-renewal, provided that:
 - (i) this Policy is not renewed or replaced with any other policy affording Directors and Officers or management liability cover;
 - (ii) a Discovery Period is not invoked;
 - (iii) a Transaction has not taken place; and,
 - (iv) External Administrator's appointment has not taken place.
- 2.8 **Pollution Defence Costs Cover**
The Pollution Exclusion 5.7, shall not apply to Defence Costs for a Claim brought or Legal Representation Costs for an Inquiry instituted outside the United States of America or its territories based on or arising from or attributable to Pollution.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate per Period of Insurance for all Insured for any Claim or Inquiry.
- 2.9 **Pollution Shareholder Claim Cover**
The Pollution Exclusion 5.7, shall not apply to any Claim made by any holder of Securities of the Company, either directly or derivatively, without the solicitation, voluntary assistance or participation or assistance of any Insured.

2.10 Advancement of Defence Costs within Thirty (30) Days
As stated in Section 8.2, in respect of any Claim or Inquiry, the Insurer shall pay Defence Costs or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication, the advancement of Defence Costs or Legal Representation Expenses as provided under this policy will be made within thirty (30) days of receipt of an invoice by the Insurer.

2.11 Automatic New Subsidiary Cover
If during the Period of Insurance the Company acquires or creates a new Subsidiary then that legal entity shall be covered as a Subsidiary under this policy with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

- domiciled in or has any of its Securities listed on any exchange in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;

- a Financial Institution;

- assets greater than the Acquisition Threshold in the Schedule;

in which case the Company shall provide the Insurer with full information, pay any additional premium and agree any amendment to the provisions requested by the Insurer to obtain cover as a Subsidiary for such legal entity.

2.12 New Offering of Securities
If during the Period of Insurance the Company issues or proposes the sale or allocation of Securities that does not exceed the amount specified in the Schedule then the Insurer shall immediately provide cover for such under this policy; if the sale or allocation exceeds the amount specified in the Schedule then the Company shall provide the Insurer with full information in respect of the said Securities and pay any additional premium and agree any amendment to the provisions requested by the Insurer to obtain cover for such under this policy.

2.13 Counselling Services Extension
In addition to the Limit of Liability, the Insurer will pay to or on behalf of each Insured, up to the Counselling Services Extension Limit all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counselor chosen by the Insured at his/her own discretion with the prior written consent of the Insurer, not to be unreasonably withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a Claim against, or Inquiry compelling attendance by, such Insured.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate per Period of Insurance for each Insured, up to a total aggregate amount in the Period of Insurance as shown in the Schedule, for all Loss in respect of all Insured for all Claims and Inquiries.

The cover provided by this extension is in addition to, and not part of, the Limit of Liability and applies excess over any other insurance providing similar cover and indemnification available from any other source.

Section 3: Definitions

3.1 Bail Bond and Civil Bond Expenses
Reasonable premium for a financial instrument, including but not limited to a bond, but not collateral for the instrument, that guarantees an Insured's contingent obligation for a specified amount required by a Court.

3.2 Claim
means any:

(i) written demand or written allegation of a Wrongful Act against an Insured;

(ii) civil or arbitral proceeding for monetary or non-monetary relief against an Insured for a Wrongful Act, including but not limited to any mediation or similar proceeding;

(iii) criminal suit or proceeding against an Insured for a Wrongful Act;

(iv) Extradition Proceedings against an Insured for a Wrongful Act;

(v) formal regulatory or administrative proceeding against an Insured for a Wrongful Act, or

(vi) Securities Claim.

A Claim is first made against an Insured when the demand is received by the Insured or the proceeding commencing it is first served on the Insured.

3.3 Company
means the Policyholder and any Subsidiary thereof.

3.4 Defence Costs
- means the reasonable legal expenses and legal costs, Extradition Costs, incurred by an Insured with the written consent of the Insurer, not to be unreasonably withheld, to investigate, defend or appeal a Claim and which the Insured is obligated to pay.

- means the reasonable legal expenses and legal costs incurred by the Company with the written consent of the Insurer, not to be unreasonably withheld, to investigate, defend or appeal a Securities Claim and which the Company is obligated to pay.

This includes Bail Bond and Civil Bond Expenses, the cost of an appeal bond but without the obligation to apply for and furnish any such bond. Defence Costs are part of and not in addition to the Limit of Liability. Defence Costs does not include wages, salaries and other remuneration of any Director, Officer or Employee of the Company, or any internal costs or expenses of the Company.

3.5 Director
means any natural person holding a past, present or future management or supervisory position, or an alternate director, a shadow director or de facto director or equivalent position, in the Company, under the laws of any jurisdiction, including any member of the supervisory board; board of Commissioners, President Commissioner or management board.

3.6 Discovery Period
means the period immediately after expiry of the Period of Insurance, during which (subject to the provisions of Section 4, Discovery Period) the Insured may notify Claims made, or Inquiries commenced, in that period in respect of Wrongful Acts or, in the case of Inquiries, conduct occurring before expiry of the Period of Insurance.

3.7 Emergency Costs
means Defence Costs or Legal Representation Costs agreed by the Insurer in accordance with Extension 2.5.

3.8 Employee
means a natural person (including any Director or Officer) who was, is or becomes during the Period of Insurance employed by the Company in the ordinary course of its business, is paid as such and whose duties and activities are subject to the direction and control of such entity. Employee only includes such a person when undertaking acts within the scope of the usual duties of an Employee of such entity. It does not include contractors, consultants or agents of the Company.

3.9 Employment Benefits
means any amount payable pursuant to or in relation to an employment contract, to which the Employee was or would have been entitled as an Employee had the Company provided continuity, reinstatement or commencement of employment for that Employee. Without limitation this includes:

(i) stock, shares, stock options, share options or any entitlement or right under any employee plan of any description;

(ii) participation in any stock, share option or share option plan, or participation in any employee plan of any description;

- (iii) bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (which, for clarity, does not include any payments, entitlements or rights under any commission scheme);
- (iv) severance or redundancy payments or entitlements;
- (v) any benefit, payment or entitlement of any kind in respect of paid or unpaid leave;
- (vi) non-monetary benefits including but not limited to the allocation of a company car, travel allowance, mobile or landline telephone, medical or life insurance expenses, education and training allowances, and equipment allowances;
- (vii) payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide Benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event;
- (viii) any amount the Company is ordered to pay in respect of an allegedly unfair contract, notwithstanding that it acted in accordance with the terms of the employment contract.
- 3.10 Employment Wrongful Act means:**
- (i) unfair or wrongful dismissal, termination or discharge of employment, either actual or constructive;
- (ii) harassment including bullying;
- (iii) discrimination;
- (iv) retaliation, including lockouts;
- (v) employment related misrepresentations to an Employee or applicant for employment;
- (vi) employment related humiliation, defamation or invasion of privacy, denial of natural justice;
- (vii) wrongful failure to employ or promote;
- (viii) wrongful deprivation of career opportunity;
- (ix) wrongful failure to grant tenure;
- (x) negligent evaluation or unfair discipline;
- (xi) failure to provide accurate references;
- (xii) failure to comply with employment policies or procedures; or solely relating to an Employee or prospective Employee of the Company.
- Employment Wrongful Act does not include any actual or alleged unfair contract of employment.
- 3.11 External Administrator**
means any externally appointed trustee, receiver, receiver and manager, liquidator, administrator, mortgagee in possession or the like or any employees of such person.
- 3.12 Extradition Costs**
any reasonable fees, costs and expenses of any professionally qualified legal adviser; or tax accountant; retained by an Insured to advise that Insured in connection with an Extradition Proceeding.
- 3.13 Extradition Proceeding**
means proceedings following a request for deportation, extradition or arrest warrant including an appeal or separate proceeding to overturn an extradition order.
- 3.14 Financial Institution**
any organization whose function or principle activities are regulated by the financial regulatory bodies in the territories in which the organization operates, including but not limited to: any bank, clearing house, depository institution, investment firm, investment advisory, investment manager, investment fund, mutual fund, stockbroker, mortgage broker, credit institution, asset manager, private equity or venture capital company, insurance company, reinsurance company or real estate investment trust.
- 3.15 Insured**
means any natural person who was, or during the Period of Insurance, is or becomes:
- (i) a Director or Officer of the Company (or the equivalent in any other jurisdiction);
- (ii) a Director or Officer of the Company who holds an appointed position as a director of an Outside Entity and who has been specifically requested in writing by the Company to hold that position;
- (iii) the spouse, domestic partner or family member of any Director or Officer of the Company where recovery is sought solely because joint property is held or owned by or on behalf of the spouse, domestic partner or family member. There is no cover for any Claim that alleges a Wrongful Act by the spouse, domestic partner or family member;
- (iv) the legal representatives, heirs, assigns or estates of (i) to (ii) above in the event of their death, incapacity, insolvency or bankruptcy but only based on the Wrongful Acts or, in the case of an Inquiry, conduct of the Insured, however there is no cover for any Claim that alleges a Wrongful Act by any such legal representatives, heirs, assigns or estates of (i) to (ii) above;
- (v) a Trustee;
- (vi) any Employee;
- (vii) any compliance committee member appointed by the Company;
- (viii) any Employee of the Company who is joined as a party to any covered Claim against any person defined in (i) to (vii); and,
- (ix) any Non Executive Director.
- Insured does not include any External Administrator or external auditor of the Company.
- 3.16 Insurer**
means Allianz General Insurance Company (Malaysia) Berhad
- 3.17 Inquiry**
means an official investigation, official examination or official inquiry, in relation to the business or activities of the Company or the conduct of an Insured for which the notice or process compelling attendance or provision of information or documents by an Insured is first served during the Period of Insurance; or a Self Report Investigation. It is not necessary that a Wrongful Act be alleged against the Insured.
- Inquiry shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a Company, Outside Entity or Insured in their capacity as such.
- 3.18 Legal Representation Costs**
means the reasonable legal costs and expenses for which an Insured is legally liable and which are incurred, with the prior consent of the Insurer, for legal representation in connection with any legally compelled attendance at an Inquiry, including legal costs and expenses (including the provision of information or documents) related to a raid or on-site visit to a Company by any official Government body or authority, regulator, governmental

- or administrative agency or any self-regulatory body in respect of such Inquiry.
- 3.19 **Limit of Liability**
means the amount stated in the Schedule and is the total aggregate amount payable per Period of Insurance by the Insurer in respect of all Loss under the Policy, including all sub-limits of liability in the Schedule. The Limit of Liability is payable in excess of any applicable Retention.
- 3.20 **Loss**
means:
- (i) damages, interest, settlements and judgments, including for exemplary and punitive damages not otherwise excluded;
 - (ii) aggravated damages;
 - (iii) Bail Bond and Civil Bond Expenses;
 - (iv) Pecuniary Penalties;
 - (v) Defence Costs;
 - (vi) Public Relations Expenses;
 - (vii) Prosecution Costs;
 - (viii) Extradition Costs;
 - (ix) Legal Representation Costs;
- Loss does not include any sums which an Insured is legally liable to pay in respect of:
- (x) fines and penalties, other than Pecuniary Penalties;
 - (xi) taxes other than to the extent that personal liability of an Insured under Insuring Agreement 1.1 for non-payment of corporate taxes is established by law in the jurisdiction in which the Claim is made and the Company is unable to indemnify the Insured due to insolvency;
 - (xii) exemplary or punitive damages in respect of any Employment Wrongful Act; or
 - (xiii) matters uninsurable under the laws of the country when the Insurer is located or the country where the Claim or Inquiry is made.
- 3.21 **Non-Executive Director**
means any natural person who serves or has served as an Independent Director, Director in a non-executive capacity of the Policyholder, as of the date of appointment as such; A Director in a non-executive capacity is one who has not been an Employee or executive of the Company in any of the past three financial years.
- 3.22 **Non-Profit Entity**
means any entity whose governing documents prevent it from distributing profits or assets for the benefit of members.
- 3.23 **Officer**
means any natural person who is:
- (i) a company secretary of the Company; or
 - (ii) concerned in, or takes part in, the management of the Company whether or not that person is a Director and regardless of the name given to the position; or
 - (iii) an Employee of the Company who makes or participates in making decisions that affect the whole or a substantial part of the business of the Company; or
 - (iv) an Employee of the Company who has the capacity to significantly affect the Company's financial standing.
- 3.24 **Outside Entity**
means any:
- (i) entity in which the Company owns on, before or after the inception of the Period of Insurance, 10% or more of the issued and outstanding voting shares, but that it is not a Subsidiary; or
 - (ii) Non-Profit Entity.
- It does not include any entity:
- (a) incorporated in the United States of America or its territories;
 - (b) that is a Financial Institution; or
 - (c) which has any Securities traded on any exchange in the United States of America or its territories;
- unless listed by endorsement to this Policy.
- 3.25 **Pecuniary Penalties**
means civil, pecuniary or administrative penalties an Insured is ordered to pay, to the extent that such penalties are insurable under the law in the country in which they are imposed and the country in which the Insurer is located up to the sub-limit in the Schedule in the aggregate for all Insured.
- 3.26 **Policy**
means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.
- 3.27 **Policyholder**
means the entity named in the Schedule.
- 3.28 **Period of Insurance**
means the period of time specified in the Schedule, or any other period as may be agreed in writing by the Policyholder and the Insurer (other than a Discovery Period).
- 3.29 **Pollutant**
means any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, toxic mould, soot, fumes, acids, alkalis, chemicals, air emissions, odour, silica, waste water, oil, oil products, medical waste, radioactive or nuclear material, asbestos or asbestos products, fungus, mycota or by-products, lead or products containing lead and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed materials.
- 3.30 **Pollution**
means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.
- 3.31 **Prior or Pending Date**
means the date stated in the Schedule.
- 3.32 **Proposal**
means the proposal form submitted by the Company and/or any Insured in applying for this Policy and all information and documentation accompanying it, and incorporated by reference.
- 3.33 **Prosecution Costs**
means the reasonable legal fees or costs and expenses, incurred by an Insured with the prior written consent of the Insurer (not to be unreasonably withheld) to bring legal proceedings to obtain the discharge or revocation of:
- (i) an order disqualifying an Insured from managing a corporation during the Period of Insurance; or
 - (ii) an interim or interlocutory order made during the Period of Insurance imposing:

- (a) confiscation, or control, or suspension or freezing of rights of ownership of real property or personal assets of such Insured; or
- (b) a charge over real property or personal assets of such Insured; or
- (iii) an order of a court imposing a restriction of such Insured's liberty; or
- (iv) a deportation order against an Insured following revocation of otherwise proper, current and valid immigration status for any reason other than such Insured's conviction of a crime.
- 3.34 **Protected Excess Limit**
means the additional limit for Non-Executive Directors as defined in Extension 2.2.
- 3.35 **Public Relations Expenses**
means the reasonable fees, costs and expenses incurred by an Insured with the Insurer's prior written consent (not to be unreasonably withheld) in the Insured retaining a public relations consultant..
- 3.36 **Retention**
means the amount stated in the Schedule. It shall apply to all Loss including but not limited to Defence Costs and Legal Representation Costs.
- 3.37 **Retired Director or Officer**
means a Director or Officer of the Company who has ceased to hold any such office prior to expiry of the Period of Insurance, for any reason other than disqualification, and who has not assumed any similar office with the Company.
- 3.38 **Schedule**
means the schedule attaching to this Policy.
- 3.39 **Securities**
means any of the following issued by the Company:
- (i) bonds, debentures, evidence of indebtedness, notes, shares, stocks or other equity or debt security; and
- (ii) certificates of interest or participation in, receipts for, warrants or other rights to subscribe to or purchase, voting trust certificates relating to, certificates of deposits for, or other documentary evidence of interest in any of the Securities referred to in (i) above.
- 3.40 **Securities Claim**
means any
- (a) written demand or written allegation;
- (b) civil or arbitral proceeding for monetary or non-monetary relief, including but not limited to any mediation or similar proceeding; or
- (c) criminal suit or proceeding,
- against the Company for or in respect of a Wrongful Act involving Securities, but solely in relation to:
- (a) violation of any laws (statutory or common), rules or regulations regulating Securities of the Company, the purchase or sale or offer, or solicitation of an offer, to purchase or sell any Securities of the Company or any registration relating to such Securities; or
- (b) the ownership of Securities of the Company brought by a holder of such Securities, whether directly or on behalf of the Company.
- Securities Claim shall not include a Claim for an Employment Wrongful Act alleging or in connection with Loss of, inadequate consideration for, or failure to receive Securities (including but not limited to options and warrants).
- 3.41 **Self Report**
means the actual report to any governmental, regulatory or judicial agency by any Insured or Company pursuant to an obligation to inform such agency of matters giving rise to actual or potential regulatory issues, where failure to give such notification or delay in notifying, can itself give rise to enforcement consequences.
- 3.42 **Self Report Investigation**
means an internal investigation by or on behalf of the Company or an Outside Entity into the affairs of a Company, an Outside Entity or an Insured in their capacity as such in response to a direct regulatory, judicial or governmental request following a Self Report, if an Insured during the Period of Insurance or Discovery Period is first required to attend such investigation or first becomes aware that they are the subject of such investigation.
- A Self Report Investigation shall be deemed to be first made when the Insured is first so required or becomes aware.
- 3.43 **Subsidiary**
means any entity where the Company before or at inception of the Policy, directly or indirectly:
- (i) controls the composition of the board of directors; and/or
- (ii) controls the voting power at any general meeting; and/or
- (iii) holds greater than 50% of the issued voting share capital; and/or
- (iv) exercises effective control of management, including of any joint venture.
- 3.44 **Transaction**
means:
- (i) the Policyholder merges with or consolidates into any other entity; or
- (ii) the Policyholder sells 50% or more of its assets to any person or entity or persons or entities acting in concert; or
- (iii) any person or entity or persons or entities acting in concert acquire more than 50% of the issued share capital of the Policyholder; or
- (iv) any person or entity or persons or entities acting in concert acquire control of the appointment of the majority of Directors of the Policyholder.
- 3.45 **Trustee**
means any natural person who is named as a trustee of a trust fund, pension scheme, profit-sharing scheme or scheme for Employee Benefits established and maintained by the Company solely for the benefit of the Employees of the Company
- 3.46 **Workplace Death**
means any death of a person for which an Insured may be alleged to be responsible under any occupational health and safety, or related, legislation or regulations, including but not limited to industrial or corporate manslaughter or both.
- 3.47 **Wrongful Act**
- means any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority or breach of duty by an Insured, acting solely in their capacity as such, or any matter claimed solely because of such status,
 - means with respect to Securities Claim any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority or breach of duty by the Company;
 - with respect to shareholder derivative actions any proposed act; and,
 - Wrongful Act also includes actual or alleged Employment Wrongful Act.

Section 4: Discovery Period

4.1 Discovery Period

If this Policy is neither renewed nor replaced with Directors and Officers Liability or Management Liability Insurance at or after the expiry of the Period of Insurance, the Company shall be entitled to a Discovery Period of:

- (i) 60 days, granted automatically with no additional premium payable; or
- (ii) 12 months, upon payment of an additional premium, as stated in the Schedule as a percentage of the annual premium in effect immediately prior to the expiry of the Period of Insurance.

If the Policyholder elects to purchase a Discovery Period, per 4.1. (ii) then, the Policyholder must make any request for a Discovery Period in writing, and pay any applicable additional premium, within 60 days after the expiry of the Period of Insurance. A Discovery Period is not cancellable by the Policyholder and any premium payable for a Discovery Period is non-refundable. No Discovery Period is available if this Policy is cancelled or avoided, or there has been a Transaction prior to expiry of the Period of Insurance.

Section 5: Exclusions

The Insurer shall not be liable to make any payment for Loss in connection with any Claim or Inquiry:

5.1 Dishonest or Improper Conduct

which involves an Insured or Company:

- (i) committing or permitting any willful breach of duty;
- (ii) committing or permitting any criminal, fraudulent, dishonest or malicious act;
- (iii) knowingly, willfully or recklessly violating any obligation, contract, law or regulation;
- (iv) gaining any personal profit or advantage to which the Insured was not legally entitled; or
- (v) having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities.

Each of the clauses in this Exclusion will only apply where the conduct in question has been established by written admission, court judgment or other final adjudication.

5.2 Known Prior Matters and Notifications

based on, related or attributable to any fact, circumstance, Claim, Wrongful Act or other matter, which is or are the subject of any:

- (i) notification, in whole or part, under any policy which inception prior to the inception of this Policy, or which alleges or derives from the same or essentially the same facts or circumstances as alleged in such earlier notification; or
- (ii) Claim litigation, proceeding or Inquiry which, in whole or part, existed or was pending at the Prior or Pending Date and of which the Insured or the Company had notice, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such prior or pending Claim, litigation, proceeding or Inquiry; or
- (iii) Inquiry or Claim made, threatened or intimated against the Insured or Company before the commencement of the Period of Insurance; or
- (iv) disclosure to the Insurer in the Proposal, of any Claim, Inquiry, investigation, conduct, fact or matter regardless of how it is expressed; or

- (v) knowledge of the Insured or the Company prior to the Continuity Date stated in the Schedule that such might give rise to a Claim or an Inquiry, or where the Insured or the Company ought reasonably have been aware of that potential.

5.3 Insured versus Insured – USA only

which is or are made or commenced by or on behalf of or at the instigation of the Company or any Insured in the United States of America or its territories. However, this Exclusion shall not apply to:

- (i) Defence Costs;
- (ii) any Claim by an Employee alleging an Employment Wrongful Act;
- (iii) any Claim or Inquiry brought or maintained by an External Administrator, either directly or on behalf of the Company, without the instigation, assistance or participation of any Insured or the Company;
- (iv) any Claim brought or maintained by an Insured for contribution or indemnity if the Claim directly results from another Claim covered under this Policy;
- (v) any Claim made by a past Insured; or
- (vi) any shareholder derivative action brought by or maintained on behalf of the Company by any legally empowered entity or person, which is brought without the solicitation, assistance or participation or co-operation of any Insured.

5.4 ERISA

arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any amendments thereto or similar provisions of any federal, country, state, territory or local statutory law or common law in the United States of America or Canada or any of their territories or possessions.

5.5 Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof. However, this Exclusion shall not apply to Claims for an Employment Wrongful Act to the extent that they are in respect of mental anguish or emotional distress or disturbance.

5.6 Professional Services

in respect of the provision of professional services by the Company or any Insured to a third party except to the extent that such Claim or Inquiry alleges that the Insured failed to supervise an Employee in the provision of those services. This exclusion shall not apply to any Claim brought or maintained by a Securities holder or group of Securities holders of the Company directly or derivatively without the solicitation, voluntary assistance, or participation of any Insured.

5.7 Pollution

arising from or attributable to:

- (i) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or
- (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants.

5.8 Outside Entity

which is made or commenced by or on behalf of, or in the name or by right of, any Outside Entity or any of its directors or officers, whether directly or derivatively, or any shareholder of the Outside Entity holding more than 15% of the issued and outstanding voting capital of the Outside Entity, against an Insured for a Wrongful Act with respect to such Outside Entity, unless such Claim is:

- (i) brought and maintained as a derivative action independently of, and without the solicitation, assistance or active participation of, the Outside Entity, the Company or any Insured; or
- (ii) for contribution or indemnity and directly results from another Claim covered under this Policy.

5.9 SEC arising from, attributable to or in any way connected with (directly or indirectly) any actual or alleged violation of any of the provisions of the Securities Act 1933 (USA), the Securities Exchange Act 1934 (USA) or any amendment or re-enactment thereof, or any similar federal or state law, or any common law relating thereto.

The following exclusions only apply to Section 1.3. Company Insurance for Securities Claims, the Insurer shall not be liable to make any payment for Loss in connection with any Securities Claim or Inquiry:

- 5.10 Contract based on, arising from, alleging or attributable to any actual or alleged liability of the Company under any contract, express warranty, guarantee or other statement that relates to the purchase, sale or offer to purchase or sell any Securities; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract.
- 5.11 Pricing based on, arising from, or attributable to any allegation that the Company paid or received an inadequate or unfair price or consideration for any Securities of a company, provided this exclusion shall not apply to Defence Costs.

Section 6: Severability and Non-Avoidance

- 6.1 Severability
In issuing this Policy the Insurer has relied upon the Proposal.

No statements made, nor any information or knowledge possessed by an Insured when applying to the Insurer for this insurance, nor conduct of an Insured falling within the Dishonest or Improper Conduct Exclusion 5.1, shall be imputed by the Insurer to any other Insured.

For the purposes of determining the availability of cover under 1.3. Company Insurance for Securities Claims, only statements, information and knowledge possessed by any finance director, chief executive officer, chief operating officer, chief legal officer, managing director and chairman (or equivalent positions) of the Company shall be imputed to that Company, and the knowledge of the such position holders of the Policyholder will be imputed to any Company.
- 6.2 Non-avoidance
If the Insurer is entitled to avoid this Policy from inception or from the time of any variation in cover due to fraudulent non-disclosure or misrepresentation by the Company or one or more Insured, the Insurer shall maintain cover for each Insured or Company, subject to all Policy terms, to the extent that such Insured or Company was not involved in or aware of any such conduct. The Insured and Company agree that the Insurer is entitled to reduce its liability to nil in respect of those Insured or Company who were involved in or aware of such conduct.

Section 7: Changes in Exposure

- 7.1 Subsidiary and Auto Acquisition
Cover in respect of any Subsidiary shall apply only to Wrongful Acts occurring whilst such entity was a Subsidiary.

If a new Subsidiary is created or acquired during the Period of Insurance which does not fall within Extension 2.11, subject to any additional information required by the Insurer, and any additional premium, terms and conditions the Insurer requires and the Company accepts, cover under this Policy will be extended to the Directors or Officers of such Subsidiary for a Wrongful Act occurring after the acquisition or creation of such Subsidiary.

If a Subsidiary is sold or disposed of during the Period of Insurance, cover under this Policy in respect of the Directors or Officers of such entity shall apply only to Wrongful Acts occurring prior to it ceasing to be a Subsidiary.

- 7.2 Duties of the Insured to Report Offering of Securities
If during the Period of Insurance the Company issues or proposes the sale or allocation of Securities that exceeds the amount specified in the Schedule then the Company shall provide the Insurer with full information in respect of the said Securities and pay any additional premium and agree any amendment to the provisions requested by the Insurer to obtain cover for such under this Policy.

Section 8: Conditions

- 8.1 Notification
It is a condition precedent to the Insurer's liability to Loss under this Policy in respect of a Claim or Inquiry that the Insured or Company gives written notice to the Insurer as soon as practicable during the Period of Insurance and, in any event, no later than the expiration date of the Discovery Period if applicable. Notice must be sent to the address as stated below:-

Senior Claim Manager
Claims Division
Allianz General Insurance Company (M) Berhad
Level 21, Menara Allianz Sentral,
203 Jalan Tun Sambanthan,
Kuala Lumpur Sentral, 50470 Kuala Lumpur
Tel. No. : 03 2264 1011/03 22640486
Fax No.: 03 22640401/03 22640402

Notice of any such Claim or Inquiry must include full particulars, including but not limited to, (i) full details of such Claim or Inquiry (ii) the parties involved and (iii) copies of any documents commencing proceedings, any written notice of any official investigation, inquiry or investigation.

If during the Period of Insurance or Discovery Period if applicable the Insured or Company shall become aware of any circumstances that might give rise to a Claim or to an Inquiry and as soon as practicable thereafter and in any event during such period gives notice of the same to the Insurer, then any Claim later made or Inquiry later commenced against the Insured shall for the purposes of this Policy be treated as a Claim or Inquiry made during the Period of Insurance or Discovery Period if applicable. A notice of such circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a Claim or Inquiry with full particulars as to dates and persons involved and an estimate of quantum.

- 8.2 Defence Costs to be Advanced
In respect of any Claim or Inquiry, the Insurer shall pay Defence Costs or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication. If at any time a Claim, or part thereof, is deemed not to be covered under this Policy or is found to be excluded, then all such amounts advanced in any respect of any uncovered party or matter, including as determined by Section 8.9 Allocation, must be returned to the Insurer on demand, by the party not entitled to such cover.
- 8.3 Territory and Jurisdiction
This Policy applies – where legally permitted - to Wrongful Acts committed and Claims made and Inquiries held, anywhere in the world.
- 8.4 Policy Interpretation
Any issue relating to the construction, validity or operation of this Policy shall be in accordance with the laws of Malaysia; except as otherwise provided herein, the parties submit to the exclusive jurisdiction of the courts in Malaysia.
- 8.5 Limit of Liability
The Limit of Liability is the total aggregate limit of the Insurer's liability in respect of all Loss for all Claims and Inquiries for all Insured.

Any number of Claims against the Insured which arise out of or are attributable to or connected in any way with a single Wrongful Act or the same or a series of the same, related, interconnected or continuous Wrongful Acts shall constitute a single Claim for the purposes of this Policy. Where there is more than one such Claim, all such Claims shall be deemed first made when the earliest such Claim was first made.

Any number of Inquiries involving the Insured which arise out of or are attributable to or connected in any way with the same conduct or the same of a series of the same, related, interconnected or continuous shall constitute a single Inquiry for the purposes of this Policy. Where there is more than one such Inquiry in respect of which Legal Representation Costs have been or may be incurred, all such Inquiries shall be deemed first made at the time of service on the Insured of the formal notice compelling the attendance of the Insured at such Inquiry.

The applicable sub-limits shown in the Schedule (or in any endorsement) are in the aggregate sub-limits for all Claims and Inquiries and all Loss, irrespective of the number of Insured involved, and are part of and not in addition to the Limit of Liability.

8.6 Retention and Retention Return

The Limit of Liability is payable in excess of any applicable Retention. The Retentions applicable are inclusive of all Loss. The applicable Retention is shown in the Schedule.

No Retention will apply to any Claim, and the Insurer will reimburse those Defence Costs incurred by the Insured to the extent not already paid by the Insurer, if:

- (i) the Claim is dismissed and without the payment of any monetary consideration by or on behalf of the Insured; or
- (ii) there is a final judgment of no liability in favour of the Insured, whether by settlement to which the Insurer has consented or by summary judgment, and without the payment of any monetary consideration by or on behalf of the Insured; or
- (iii) there is a final judgment of no liability obtained after trial, in favour of the Insured, after the exhaustion of all appeals.

Any reimbursement under this clause will only occur if, 180 days after the date of dismissal or final judgment of no liability is obtained, there is no further Claim brought based on the same or related Wrongful Acts or any matters relating to the facts and matters alleged in the relevant Claim.

8.7 Defence, Co-operation and No Admissions

It shall be the duty of the Insured to defend Claims and arrange for representation at an Inquiry. The Insurer shall have the right to effectively associate with the Insured in respect of the conduct and management of any Claim or Inquiry to which this Policy may apply, and to be given the opportunity to consult with the Company and the Insured in relation to proposed action that the Company or Insured may wish to take in relation to such Claim or Inquiry.

Any lawyers or other advisors the Insured propose to appoint shall be approved by the Insurer prior to their appointment. Such approval shall not be unreasonably withheld, including but not limited to the need for separate representation due to any conflicts of interest between the Insured, or between the Insured and the Company.

The Company and the Insured shall not admit liability for or settle any Claim, or incur any Defence Costs or Legal Representation Costs or other Loss, without the written consent of the Insurer, such consent not to be unreasonably withheld. The Insurer will not be liable for any Loss, settlement, agreement or assumed obligation to which it has not consented in writing, other than as allowed under Emergency Costs Advancement, Section 2.5.

The Company and the Insured shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The Company and the Insured shall, at their own cost, co-operate

fully with the Insurer and/or its legal representative in relation to the conduct of any Claim or Inquiry, and in relation to the Insurer's investigation of the entitlement of the Insured or the Company to indemnity under this Policy.

The Company and the Insured shall do nothing which prejudices the Insurer in respect of a Claim or Inquiry, including but not limited to any subrogated or other rights of recovery.

The Company and the Insured agree that, where more than one Insured and/or the Company is involved in a Claim or Inquiry, the Insurer has no obligation to communicate with any other Insured or the Company in relation to that Claim or Inquiry.

8.8 Allocation

If an Insured or the Company incurs Loss in respect of a Claim which includes both covered and uncovered matters or which is made against both covered and non-covered parties then the Insured or the Company and the Insurer shall use their best efforts to agree upon a fair and proper allocation of the proportion of the Loss covered hereunder, having regard to the relative legal and financial exposures. Only Loss incurred by an Insured and in the case of Defence Costs directly attributable to the defence of an Insured is covered hereunder. Loss incurred by or attributable to the defence of the Company itself is not covered, unless under Section 1.3. Company Insurance for Securities Claims.

If an allocation cannot be agreed between the Insured or the Company and the Insurer, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by an arbitrator to be mutually agreed upon. The costs of any reference to expert determination under this clause shall be borne equally by both the Insured and the Company seeking the determination and the Insurer.

8.9 Other Insurance

This Policy will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Insured in respect of that Loss under any other policy entered into by the Insured or the Company.

This Policy will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Insured in respect of that Loss under any other policy effected on behalf of the Insured or under which the Insured is a beneficiary (but not a policy to which to which the preceding paragraph applies).

Neither of the two paragraphs immediately above applies to such other insurance that is written only as specific excess insurance over the Limit of Liability provided in this Policy.

8.10 Transactions

If during the Period of Insurance a Transaction is effected, the cover provided under this Policy only applies to Wrongful Acts or, in the case of an Inquiry, conduct occurring prior to the Transaction becoming effective. The Policyholder shall give the Insurer written notice of any Transaction as soon as practicable, but not later than 30 days after the effective date of the Transaction.

8.11 Run off after Transaction

In the event of a Transaction, then on application by the Policyholder, no later than 30 days after the completion of the Transaction, the Insurer will extend cover to apply in respect of Claims first made against an Insured and properly notified within a period of 84 calendar months from the expiry date of the Period of Insurance but only for Claims that arise from Wrongful Acts occurring prior to the date of such Transaction. This extension is only available if the Policyholder accepts the additional terms, conditions, exclusions or premium as the Insurer may require.

If cover is so extended, Extension 2.7: Retired Directors, Section 4: Discovery Period and Extension

2.11 Automatic New Subsidiary Cover are deleted from this Policy with effect from the date of such Transaction.

8.12 Management buyouts
If a Subsidiary ceases to be owned by the Policyholder due to a buy-out by existing management of the Company, the Insurer will extend the existing cover, subject to all terms, conditions and exclusions of the Policy to the Insured in respect of such Subsidiary for a period of up to 30 days from the date of the buy-out for Wrongful Acts committed subsequent to the buy-out, such period not to extend beyond the expiry date of this Policy. This Extension shall not apply where there is other insurance in respect of such Wrongful Acts.

8.13 Subrogation
In the event of any payment under this Policy, the Insurer shall be subrogated to all of the rights of recovery of the Insured and the Company in respect of such payment. In addition, the Insured and the Company shall execute all and any documentation and do any other things, at their own cost, as may be necessary to enable the Insurer to bring an action or suit for such recovery. Any recovery received shall first be applied against the costs of the recovery proceeding, then any payment made by the Insurer and then to any balance remaining thereafter being remitted to the Insured up to the amount of any uninsured Loss.

8.14 Authorisation
The Policyholder shall act as agent on behalf of the Insured in respect of all matters of any nature relating to or affecting this Policy other than in respect of Extension 2.2 Protected Excess Limit. The Insurer is entitled to treat the Policyholder as having such authority for all purposes connected with this Policy.

8.15 Non-Assignment
This Policy and any rights hereunder shall not be assigned without the written consent of the Insurer.

8.16 Interpretation
Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this Policy is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this Policy capitalized and bolded words have special meaning and are defined.

This Policy, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

- (i) headings are descriptive only, not an aid to construction;
- (ii) the male includes the female and neuter;
- (iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
- (iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a Claim is made or Inquiry conducted.

8.17 Priority of Payments
If payment of Loss is due under this Policy but the amount of such Loss in the aggregate exceeds or may exceed the remaining available Limit of Liability for this Policy, the Insurer is entitled to:

- (i) first pay such Loss for which coverage is provided under Insuring Clause 1.1 and Extension 2.1. of this Policy then,
- (ii) to the extent of any remaining amount of the Limit of Liability available after payment under (i) above, pay such Loss for which coverage is provided under any other Insuring Clause of this Policy.

Except as otherwise provided, the Insurer may pay Loss as it becomes due without regard to the potential for other future claims under the Policy or future payment obligations under the Policy.

The Company and the Insured agree that, where more than one Insured is entitled to indemnity under the Policy, the Insurer is entitled (but not obliged) to make payments in respect of such claims under the Policy in the sequence in which the claims by the

Insured are received by it, irrespective of whether such payments might exhaust or erode the Limit of Liability.

8.18 Cancellation
The Policyholder may cancel this Policy, other than Extension 2.2 Protected Excess Limit, by providing written notice to the Insurer in which case the Insurer shall retain the customary short rate proportion of the premium.

The Insurer may cancel this Policy as and in the manner permitted by law only upon non-payment of premium.

8.19 Entire Agreement
The Company, Insured and the Insurer agree that this Policy (including the Proposal and any materials submitted therewith) and any written endorsements attached hereto constitute the sole and entire agreement between the parties with respect to this insurance. Any prior agreement or understanding between the parties is no longer valid.

Endorsements, clauses, warranty forming part of the policy.

PCK-CL139 Major Shareholder Exclusion

The Insurer shall not be liable for Loss on account of any Claims brought or maintained by a Securities holder that owns or controls (directly, indirectly or beneficially) 25% or more of the issued and outstanding voting share capital of the Company.

All other terms and conditions remain unaltered.

PCK-CL140 Arbitration Clause

It is hereby noted and agreed that the following is added to Section 8, Conditions of this Policy:

Any differences or disputes arising out of this policy shall be referred to arbitration by a person to be appointed by both parties or if parties do not agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference. The place of the arbitration shall be Malaysia and in the English Language and in accordance with the laws of Malaysia.

PCK-CL141 Cyber Event Exclusion

It is hereby noted and agreed that this Policy does not cover any Loss, damage, fees, costs, charges, expenses and/or liability arising out of, based upon or attributable to any Cyber Event.

For the purposes of this endorsement:

Cyber Event means:

any actual, alleged or suspected:

- (a) damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the insured, an independent contractor or an outsourced service provider of the insured company; and/or
- (b) unauthorized access to or use of any personal information / personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the insured, an independent contractor or an outsourced service provider of the insured company; and/or
- (c) non-physical and technological failure of the Company's Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or

(d) malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or

(e) interruption of the Company's business caused by an accidental, unintentional or negligent act, error or omission of the Insured Person in the operation or maintenance of the Company's Computer System which causes total or partial unavailability of the Company's Computer System; and/or

(f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (a) and (c) of Cyber Event definition, data includes, but is not limited to, personal information / personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the Company or its outsource service provider(s) for the purpose of storing and processing the insured company's electronic data or software.

All other terms, conditions, provisions, exclusions and limitations of Policy otherwise remain unchanged.

PCK-CL142 Company Insurance for Securities Claim Exclusion

It is understood and agreed that this policy is hereby amended as indicated below.

1. Section 1: Insuring Clause 1.3 Company Insurance for Securities Claims is hereby deleted in its entirety.

2. Sections 3.2(vi) and 3.40 of Section 3: Definitions of the policy are deleted in its entirety.

3. Section 3.4 of Section 3: Definition of the policy is deleted and replaced with the following:

3.4 Defence Costs

- means the reasonable legal expenses and legal costs, Extradition Costs, incurred by an Insured with the written consent of the Insurer, not to be unreasonably withheld, to investigate, defend or appeal a Claim and which the Insured is obligated to pay.

This includes Bail Bond and Civil Bond Expenses, the cost of an appeal bond but without the obligation to apply for and furnish any such bond. Defence Costs are part of and not in addition to the Limit of Liability. Defence Costs does not include wages, salaries and other remuneration of any Director, Officer or Employee of the Company, or any internal costs or expenses of the Company.

4. Section 3.47 of Section 3: Definition of the policy is deleted and replaced with the following:

3.47 Wrongful Act

- means any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority or breach of duty by an Insured, acting solely in their capacity as such, or any matter claimed solely because of such status,

- with respect to shareholder derivative actions any proposed act; and

- Wrongful Act also includes actual or alleged Employment Wrongful Act.

5. Section 5.1 of Section 5: Exclusions of the policy is deleted and replaced with the following:

5.1 Dishonest or Improper Conduct

which involves an Insured:

(i) committing or permitting any wilful breach of duty;

(ii) committing or permitting any criminal, fraudulent, dishonest or malicious act;

(iii) knowingly, wilfully or recklessly violating any obligation, contract, law or regulation;

(iv) gaining any personal profit or advantage to which the Insured was not legally entitled; or

(v) having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities.

Each of the clauses in this Exclusion will only apply where the conduct in question has been established by written admission, court judgment or other final adjudication.

6. Sections 5.10 and 5.11 of Section 5: Exclusions of the policy are deleted in its entirety.

7. Section 6.1 of Section 6: Severability and Non-Avoidance of the policy is deleted and replaced with the following:

6.1 Severability

In issuing this Policy the Insurer has relied upon the Proposal.

No statements made, nor any information or knowledge possessed by an Insured when applying to the Insurer for this insurance, nor conduct of an Insured falling within the Dishonest or Improper Conduct Exclusion 5.1, shall be imputed by the Insurer to any other Insured.

8. Section 8.1 of Section 8: Conditions of the policy is deleted and replaced with the following:

8.1 Notification

It is a condition precedent to the Insurer's liability to Loss under this Policy in respect of a Claim or Inquiry that the Insured gives written notice to the Insurer as soon as practicable during the Period of Insurance and, in any event, no later than the expiration date of the Discovery Period if applicable. Notice must be sent to the address as stated in the Schedule.

Notice of any such Claim or Inquiry must include full particulars, including but not limited to, (i) full details of such Claim or Inquiry (ii) the parties involved and (iii) copies of any documents commencing proceedings, any written notice of any official investigation, inquiry or investigation.

If during the Period of Insurance or Discovery Period if applicable the Insured shall become aware of any circumstances that might give rise to a Claim or to an Inquiry and as soon as practicable thereafter and in any event during such period gives notice of the same to the Insurer, then any Claim later made or Inquiry later commenced against the Insured shall for the purposes of this Policy be treated as a Claim or Inquiry made during the Period of Insurance or Discovery Period if applicable. A notice of such circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a Claim or Inquiry with full particulars as to dates and persons involved and an estimate of quantum.

9. Section 8.8 of Section 8: Conditions of the policy is deleted and replaced with the following:

8.8 Allocation

If an Insured or the Company incurs Loss in respect of a Claim which includes both covered and uncovered matters or which is made against both covered and non-covered parties then the Insured or the Company and the Insurer shall use their best efforts to agree upon a fair and proper allocation of the proportion of the Loss covered hereunder, having regard to the relative legal and financial exposures. Only Loss incurred by an Insured and in the case of Defence Costs directly attributable to the defence of an Insured is covered hereunder. Loss incurred by or attributable to the defence of the Company itself is not covered.

If an allocation cannot be agreed between the Insured and the Insurer, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by an arbitrator to be mutually agreed upon. The costs of any reference to expert determination under this clause shall be borne equally by the Insured seeking the determination and the Insurer.

10. Section 8.17 of Section 8: Conditions of the policy is deleted and replaced with the following:

8.17 Priority of Payments

If payment of Loss is due under this Policy but the amount of such Loss in the aggregate exceeds or may exceed the remaining available Limit of Liability for this Policy, the Insurer is entitled to:

(i) first pay such Loss for which coverage is provided under Insuring Clause 1.1 and Extension 2.1. of this Policy then,

(ii) to the extent of any remaining amount of the Limit of Liability available after payment under (i) above, pay such Loss for which coverage is provided under any other Insuring Clause of this Policy.

Except as otherwise provided, the Insurer may pay Loss as it becomes due without regard to the potential for other future claims under the Policy or future payment obligations under the Policy.

The Insured agree that, where more than one Insured is entitled to indemnity under the Policy, the Insurer is entitled (but not obliged) to make payments in respect of such claims under the Policy in the sequence in which the claims by the Insured are received by it, irrespective of whether such payments might exhaust or erode the Limit of Liability.

All other terms and conditions remain unaltered.

PCK-CL143 Deletion of Protected Excess Limit for Non – Executive Directors

It is hereby noted and agreed that item 2.2 Protected Excess Limit for Non-Executive Directors and item 3.34 Protected Excess Limit are hereby deleted.

PCK-CL145 Deletion of New Offering of Securities Extension

It is hereby understood and agreed that Section 2.12 New Offering of Securities shall be deleted in its entirety.
All other terms and conditions remain unaltered.

PCK-CL144 Deletion of Counselling Services Extension

It is hereby understood and agreed that Section 2.13 Counselling Services shall be deleted in its entirety.
All other terms and conditions remain unaltered.

Employer's Liability

The Company will indemnify the Insured against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to Terms of this Policy in so far as they can apply.

Exclusions

The Company shall not be liable in respect of

- (a) the Insured's liability to employees of contractors to the Insured
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (d) any injury by accident or disease sustained outside the Geographical Area
- (e) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any Workmen's Compensation Law
- (f) any injury by accident or disease attributable to war invasion to act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) nuclear weapons material
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission

Conditions

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
2. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ of summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
3. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise 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.
4. If at any claim arise under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any claim and costs and expenses in connection therewith.

5. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

Clauses / Extensions / Warranties

Temporary visits overseas clause

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

Subject otherwise to the Terms, Exclusions and Conditions of this Policy.

Jurisdiction clause

The indemnity provided herein shall not apply to:

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

Employee to employee

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the business stated in the Schedule, the company will at the request of the Insured indemnify any other employee of the Insured engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he were the Insured observe, fulfil and be subject to the Terms of the policy insofar as they can apply.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy

Workmen's Compensation

Now This Policy Witnesseth that is at any time during the Period of Insurance any employee in the Insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under

the Law(s) set out in the Schedule

then subject to the Terms Exclusions and Conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation

Provided Always that in the event of any change in the Laws(s) or the substitution of other legislation therefor this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

Exclusions

The Company shall not be liable under this Policy in respect of

- (a) any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power
- (b) the Insured's liability to employees of contractors to the Insured
- (c) any employee who is not a "workman" within the meaning of the Law(s)
- (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission

Conditions

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name

for its own benefit any claim for indemnify or damages or otherwise 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.

6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages, salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the company with a correct account of all such wages, salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. The Company may cancel this Policy by sending fourteen days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted accordingly.
8. 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 not to be done by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Clauses / Extensions / Warranties

Employee to employee clause

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the period of insurance and arising out of and in the course of his employment by the Insured in the business stated in the Schedule, the company will at the request of the Insured indemnify any other employee of the Insured engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he were the Insured observe, fulfill and be subject to the terms of the policy insofar as they can apply.

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

Warranty 76

In consideration of premium being paid on the total earnings of all employees not being workmen within the meaning of the:-
Workmen's Compensation Act 1952.
Workmen's Compensation (Amendment) Act 1956.
Workmen's Compensation (Amendment) Act 1976.
Modification of Laws (Workmen's Compensation Extension and Modification) Order 1981.
Workmen's Compensation (Amendment) Act 1996.

And any subsequent amendments to said Act and Enactments made effective prior to the date of issue of this endorsement.

It is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Insured as set forth in the said schedule raise the defence that such employee is not a workman within the meaning of the aforesaid Act.
Subject otherwise to the terms and conditions of the within Policy.

Warranty 194

In consideration of premium being paid on the total payment to Contractors who contract to provide labour only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Insured in connection with the work in respect of which this granted, the

Company will not raise the defence that there is no contract of service between the Insured and such Contractors or workmen engaged by such Contractors.

Warranty 197

In consideration of premium being paid on total payments made to *as per schedule the Company agrees that the defence will not be raised to a claim to compensation under the Workmen's Compensation Laws mentioned in the within policy and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workmen within the meaning of the said Workmen's Compensation Laws.

Provided always that such compensation shall only be payable where the Contractor or his dependants, as the case may be, agreed to accept it in full satisfaction and discharge of all claims against the Insured.

Warranty 232

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by insurer within sixty (60) days from the inception date of this policy.

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

Important Notice

We wish to advise that under the workmen's compensation (foreign workers' compensation scheme)(insurance) order 1998, all foreign workers must be insured under this scheme.

This policy does not cover any foreign workers.

Subject otherwise to the terms and conditions of this policy.

Group Personal Accident

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

Exclusions

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

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising.
- Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereat.
- 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 by alcohol and drugs.
- Childbirth, miscarriage, pregnancy or any complications thereof.
- Provoked murder or assault.
- While traveling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service.
- While committing or attempting to commit any unlawful act.
- While participating in any professional sports.
- Martial arts or boxing, aerial activities including parachuting and hang-gliding, underwater activities exceeding fifty (50) metres in depth, mountaineering involving the use of ropes or mechanical guides.
- Racing (other than on foot), pace-making, speed or reliability trials.
- Ionisation, radiation or contamination by radioactivity, nuclear weapons material.
- Riding/driving without a valid driving licence.

Coverage

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

Scale Of Benefits		
Percentage of Principal Sum Insured		
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 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 ears and speech		100%
Loss of hearing	both ears	75%
	one ear	15%
Loss of speech		50%
Shortening of arm	more than 1" up to 2"	2.5%
	more than 2" up to 4"	5%
	more than 4"	12.5%
Shortening of leg	more than 1" up to 2"	5%
	more than 2" up to 4"	10%
	more than 4"	25%

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

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

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

Provisos

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

Conditions

1. Condition Precedent To Liability

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

2. Notice

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

3. Misstatement Or Omission of Material Fact

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

4. Change Of Address Or Particulars

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

5. Alterations

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

6. Claims

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

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

7. Policy Renewal

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

8. Termination of Insurance

(a) Termination By The Insured

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

(b) Termination By The Company

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

(c) Automatic Termination

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

9. Currency and Exchange Rates

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

10. Applicable Law

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

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

Clauses / Extensions / Warranties

Exposure clause

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

Motorcycling risk clause

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

Strike riot & civil commotion clause

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

Unprovoked murder and assault clause

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

Suffocation through smoke, fumes and poisonous gas clause

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

Mountaineering clause

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

Poisonous food or drink clause

It is hereby declared and agreed that this policy is extended to cover death or bodily injury to the insured person; arising from food or drink poisoning.

Amateur sports clause

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

Automatic addition and deletion clause

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

Accidental drowning or near drowning clause

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

Insect, snake and animal bites clause

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

Disappearance clause

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

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

Age warranty clause

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

Unnamed basis clause

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the policy is issued based on the number of employees declared to the company under the classification of occupation as stated in the schedule.

In the event of any claim, the insured must furnish proof of evidence documentary to the company that the injured person is under the insured's employment during the period of insurance. If the number of employees under the classification of occupation is more than the number of employee 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, provisions and conditions of this policy.

Goods In Transit

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.**

NOW THIS POLICY WITNESSES that if during the Period of Insurance the Property whilst in or on or being loaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances within the Territorial Limits shall be lost destroyed or damaged by **FIRE THEFT OR ACCIDENTAL MEANS** then the Company shall indemnify the Insured in respect of such loss destruction or damage but not exceeding the limits of liability specified in the Schedule or the amount declared in the Schedule on each item of the Property Insured in respect of such transit.

PROVIDED that if the total value of the Property in transit exceeds the limits of liability or the amount declared in respect of each transit then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.

Exclusions

The Company shall not be liable in respect of

- (1) the First Amount of each and every claim as specified in the Schedule unless such claim arises in respect of loss destruction or damage caused by (a) fire or (b) collision overturning or derailment of the conveyance
- (2) loss or destruction of or damage to livestock explosives goods of a dangerous nature tobacco cigarettes cigars wines spirits radio televisions tape recorders furs watches clocks jewellery gold and silver articles precious metals and stones bullion cash bank notes stamps deeds bonds securities bills of exchange documents manuscripts or plans
- (3) destruction of or damage to china glass earthenware pictures scientific instruments statuary marble or plasterwork articles of vertu or the like unless caused by (a) fire (b) theft (c) an accident to the conveyance or (d) an object falling on to the conveyance
- (4) damage to furniture including paintings pictures drawings etchings as a result of scratching rubbing or abrasion
- (5) loss of any liquid gas or goods from containers by leakage or spilling unless caused by (a) fire (b) an accident to the conveyance or (c) an object falling on to the conveyance
- (6) loss destruction or damage caused by weather atmospheric conditions wear and tear moth vermin insects damp mildew rust defective packing hooks or slings delay loss of market depreciation or deterioration contamination fermentation or spontaneous combustion or consequential loss of any kind
- (7) loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing
- (8) loss destruction or damage occasioned by or happening through volcanic eruption subterranean fire earthquake or other convulsion of nature war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power riot strike or civil commotion
- (9) loss destruction or damage occasioned by or happening through confiscation nationalisation detention requisition or willful destruction by any government public municipal local or customs authority
- (10) theft or pilferage in which any employee of the Insured is concerned as principal or accessory
- (11) loss destruction or damage directly or indirectly caused by or contributed to by or arising from

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission

(b) nuclear weapons material

The Agents of the Company shall in no case be made personally responsible on account of any legal or other investigation which they may find it necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any claim by the Insured if the Insured should commence proceedings against the Agents it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon the Company under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

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

Conditions

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

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company from which this Policy was issued a notice or knowledge of anything relating to the Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alteration in the terms of this Policy nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorized representative of the Company
2. The Insured shall take all reasonable precautions for the safety of the property and shall act with reasonable despatch in all circumstances within their control. When the property is carried on any vehicle or trailer owned or operated by the Insured then the Insured shall exercise all care and diligence in the selection of steady trustworthy sober and competent employees and shall see that all vehicles or trailers are over-hauled periodically and maintained in an efficient and roadworthy condition.
3. On the happening of any event giving rise or likely to give rise to a claim under this Policy coming to his knowledge the Insured shall
 - a. give immediate notice thereof in writing to the Company stating the circumstances of the claim and as soon as possible and in any event within thirty days of such notice, deliver to the Company a statement in writing with all particulars and details reasonably practicable of the property affected and the value thereof excluding profit of any kind and of the loss destruction or damage, the Company shall be under no liability for any loss or damage occurring in connection with such event.
 - b. take immediate steps to minimise the damage and recover any missing property and give notice to any Third Party who had custody of the property or who may be responsible for loss destruction or damage
 - c. if the claim be one theft give immediate notice to the police
4. If at the time of the happening of any loss destruction or damage covered by this Policy there shall be any other insurance covering the same risk whether effected by the Insured or not then the company shall not be liable to pay more than their rateable proportion of the loss destruction or damage. Each article of property insured by this Policy shall be separately subject to this condition

5. Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the Insured otherwise than by death, unless and until the Company shall be endorsement hereon declare the Insurance to be continued
6. The Company may by notice in writing to the Insured under registered letter to his last known address give seven days' notice of their intention to determine this policy returning on demand a proportion of the premium corresponding to the unexpired period of insurance adjusted in accordance with Condition 9 hereof
7. The Insured shall not without the consent in writing of the Company incur any expense whether by litigation or otherwise or make any payment offer promise settlement arrangement or admission of liability in respect of any claim for which the Company may be liable under this Policy. The Company shall in respect of anything insured under this Policy be entitled to take over and conduct in the name of the Insured at their own expense and for their own benefit any claim for indemnity 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
8. The Company shall be entitled to reinstate repair or replace the property lost destroyed or damaged as the case may be instead of paying the amount of the loss destruction or damage. Upon the payment of any claim for loss under this Policy the property in respect of which such payment is made shall belong to the Company
9. The first premium and all renewal premiums that may be accepted are to be regulated by the total values of all the property dispatched during each period of insurance. The Insured shall keep an accurate record of all such values and shall at all reasonable times allow the Company to verify such record and within one month of the expiry of each period of insurance shall furnish the Company with a correct account of the amount so recorded and if such amount shall differ from that on which the premium has been paid the difference in premium shall be met by a further proportionate payment or by a refund as the case may be
11. All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in the discretion of the Arbitrators, Arbitrator or Umpire. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

Clauses / Extensions / Warranties

Armed robbery/hijacking endorsement

It is hereby declared and agreed that this Policy is extended to cover risk of armed robbery/hijacking.

It is further declared and agreed that the word 'armed robbery/hijacking' shall mean taking of Insured property :

- (1) by violence inflicted upon a custodian.
- (2) by putting him in fear of violence.
- (3) from the custodian who has been killed or rendered unconscious.

All other terms and conditions remain unchanged.

Criminal breach of trust clause

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

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

"Whoever, being in any manner entrusted with property or with any dominion over Property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust 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.

Theft by deception (cheating) clause

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

Cheating as defined in the Penal Code is as follows :

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he was not so deceived, and which act or omission 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.

Loading & unloading endorsement

It is agreed that this policy shall extend to cover loss and/or damage to the Insured property arising out of and in course of loading or unloading operations from a stationery vehicle including delivery or collection of the load from or to the vehicle.

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

Unattended vehicle clause

The Policy does not cover any loss or damage to the property insured by theft or pilfer or any attempt threat whilst the conveyance is left unattended in any public place or is laid up or temporarily stored in any garage or similar premises unless the conveyance is securely locked at all points of entry and unless such loss or damage results from forcible and violent entry into the conveyance involving external and visible damage to the conveyance or container containing the property insured.

Strike, riot and civil commotion clause

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

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

Provided that the Indemnity given by reason of this endorsement shall not apply to any loss or damage occasioned by or through following occurrences, namely: or in consequences, directly or indirectly of any of the following occurrences, namely :

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war.
- b) Mutiny, civil commotion assuming the proportion of or amounting to or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government De Jure or De Facto or to the influencing of it by terrorism or violence.

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

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

Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause 10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-class does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Institute cyber attack exclusion clause - 10/11/2003

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) 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.

General Conditions For Burglary, Money, All Risk, Employer Liability And Public Liability

Meaning

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.

Notices

All notices required to be given by the Insured to the Company must be in writing addressed to the Branch or Agency of the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alteration in the Terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Company.

Cancellation

The Company shall at any time by giving fourteen (14) days' notice to the Insured by Registered Letter at his address or place of abode as last known to the Company, be at liberty to determine and cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the Premium corresponding to the unexpired Period of Insurance.

Contribution

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Property Insured or any part thereof whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. Each item of this Policy shall be separately subject to this condition.

Subrogation

The Company shall in respect of any risk insured under the Policy be entitled to use the name of the Insured in such manner as it may think fit in bringing proceedings against any person to recover compensation for the loss or damage. The Company shall be entitled to all rights to subrogation whether by way of indemnity or otherwise and the Insured shall give all information and render all assistance in the Insured's power in connection therewith free of any expense to the Company and execute such assignments thereof as the Company may reasonably require.

Misrepresentation

If the proposal or declaration of the Insured is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted there from, or if this Insurance, or any renewal thereof shall have obtained through any misstatement, misrepresentation or suppression, or if any claim made shall fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Policy shall be void.

Due Diligence

The due observance and fulfillment of the Terms, Conditions and Endorsements so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answer in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

The Insured shall take all reasonable precautions to prevent loss and damage.

General Conditions Applicable To All Coverage (except for Commercial Fire cover)

Unless otherwise stated in the terms specific to the sections setting out the coverage forming part of this Policy, the following clauses, endorsements and warranties shall be applicable to all the sections under this Policy.

Duty of Disclosure

(A) For Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

The Insured is also required to 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. The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

(B) For Non-Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has 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 the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

Basic Coverage for this Policy

To qualify for any coverage under this Policy, the Insured must obtain the Fire Insurance coverage as the mandatory basic coverage and an additional minimum of one (1) other coverage, for the whole duration of the Period of Insurance.

- (a) If the Fire Insurance coverage is cancelled or terminated; or
- (b) if there is less than two (2) coverage under this Policy;

this Policy shall be automatically be terminated and all coverage hereunder shall cease to be in force. The consequences of termination of each coverage shall be as described in the respective terms and conditions for that particular coverage.

Date Recognition with Saving Clause

It is noted and agreed this Policy is hereby amended as follows:

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
1. correctly recognize any data as its true calendar date
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done, by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the loss or damaged property has been replaced or repaired.

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

Saving Clause

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

Subject otherwise to the terms and conditions of the policy.

References to this Policy

Any reference to the term "this Policy" shall be a reference to the particular coverage under which the term "this Policy" is being used.

Loss Notification Clause

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Insurers of any circumstances or events giving rise or likely to give rise to a claim under the Policy. Provided the claim is intimated not later than 14 days from the date of loss

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

Payment on Accounts

It is hereby declared and agreed that upon Insured's request, we will make an interim payment up to 50% of the estimate of loss (recommended by a licensed Loss Adjuster) recoverable under this Policy within 7 working days after policy liability is ascertained to be valid, prior to production of final proof and provided that such payment is deducted from the final claims settlement amount.

Premium Warranty

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

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

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this Policy.

Property Damage Clarification Clause

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

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

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

Radioactive/Nuclear Energy Risks Exclusion Clause

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

Sanction Limitation and Exclusion Clause

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 the insurer to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Terrorism Exclusion Endorsement

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

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the 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.

*(this clause not applicable for Commercial Fire –Section 3 Terrorism & Sabotage coverage)

Applicable Tax

In the event that any sales and services 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.

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.

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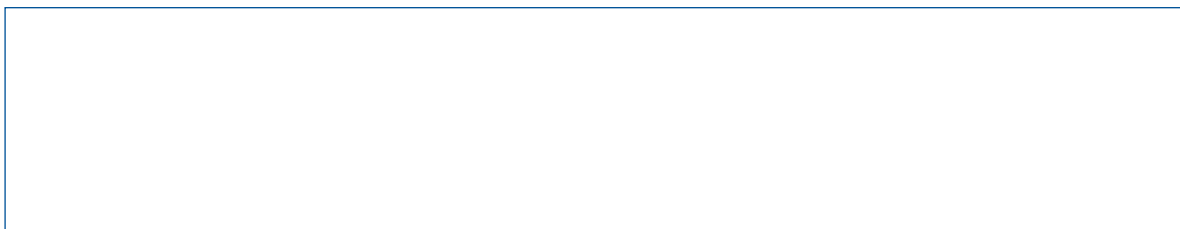
Allianz General Insurance Company (Malaysia) Berhad 200601015674 (735426-V)

(Dilesenkan di bawah Akta Perkhidmatan Kewangan 2013 dan dikawal selia oleh Bank Negara Malaysia)

Pusat Khidmat Pelanggan Allianz

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

Pusat Hubungan Allianz: 1 300 22 5542 Emel: customer.service@allianz.com.my   AllianzMalaysia  allianz.com.my



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