



ALL RISKS POLICY (NON CONSUMER)

Important Notice:

Please read the terms and conditions of this Policy carefully, and if there is any error or misdescription herein, or if the cover is not in accordance with Your wishes, please return the Policy to Berjaya Sompo Insurance Berhad (62605-U) immediately for alteration.

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 **Berjaya Sompo Insurance Berhad** (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.

WHEREAS the Insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Company for the Insurance hereinafter contained and has paid or agreed to pay the Premium stated in the Schedule as consideration for such Insurance.

NOW THIS POLICY WITNESSES that if during the Period of Insurance or during any further period for which the Company may accept payment for the renewal of this Policy the Property or any part thereof shall be lost destroyed or damaged by fire, theft or any other accident or misfortune while the said Property is within the Territorial Limit then the Company shall subject to the terms exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured the amount of such loss destruction or damage but not exceeding in respect of any of the several items specified the Sum Insured set opposite thereto respectively nor in the whole in any one Period of Insurance the Total Sum insured.

EXCEPTIONS

The Company shall not be liable to pay for loss destruction or damage:

- 1) where any member of the Insured's household or business staff is concerned as principal or accessory
- 2) occasioned by or happening through
 - (a) wear and tear depreciation gradual deterioration mildew moth vermin or any process of cleaning dyeing repairing restoring or renovating
 - (b) mechanical or electrical breakdown or derangement
 - (c) scratching or denting of any article or breakage of lenses or glass china earthenware marble gramophone records or other articles of a brittle nature unless caused by burglary thieves or fire.
- 3) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any of the following occurrences, namely:-
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil-war
 - (b) mutiny, strike riot and civil commotion, 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
 - (c) confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authorityor 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 loss 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.
- 4)
 - (a) directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 5) to deeds bonds bills of exchange promissory notes, cash bank notes cheques securities for money stamp collections documents of any kind books of account manuscript medals coins motor vehicles and accessories unless specially mentioned.
- 6) to livestock, stock-in-trade and buildings or part of any building or of any structure of which such building forms part.
- 7) caused by overloading or strain.
- 8) caused by subsidence and landslip.

- 9) occasioned by or through consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of land by fire.
- 10) caused by the willful or dishonest act of the Insured's employees or with the connivance of the Insured or the dishonest act of any person to whom the property is entrusted.

CONDITIONS

This Policy and the Schedule shall be read together 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) Every notice or communication shall be in writing and sent to the Head Office or any 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.
- 2) No alteration in the terms of this Policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed by the Company.
- 3) The Insured shall take all reasonable precautions for the safety of the Property insured hereby.
- 4) 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 30 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 and of the loss destruction or damage.
 - (b) take immediate steps to minimise the damage and recover any missing Property.
 - (c) if the claim be one for theft give immediate notice to the police.
- 5) The Insured shall at the request and 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 indemnity from other parties to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Company.
- 6) The Company may at its option reinstate repair or replace the property lost or damaged, or any part thereof, 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.
- 7) Each and every item specified in the Schedule is separately but similarly subject to Average that is to say if the Property insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered to be his own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly.
- 8) 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.
- 9) Immediately upon the happening of any loss destruction or damage the Total Sum Insured and the Sums Insured upon the various descriptions of Property which have been lost destroyed or damaged shall be reduced by the amount of the loss destruction or damage and such reduced Sums Insured shall be the limits of the Company liability in respect of any further losses destruction or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sums Insured.
- 10) The Company may at any time by giving seven days' notice in writing to the Insured at his last known address as known to the Company terminate this Policy as from the expiration of such seven days provided that the Company shall in that event return to the Insured a proportionate part of the premium for the unexpired period of insurance or the Policy may be cancelled at any time by the Insured and the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period of the Policy has been in force subject to minimum premium of RM75.00.
- 11) If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression or if any claim under this Policy shall be in any respect fraudulent 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, all benefit under this Policy shall be forfeited.
- 12) 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 calendar months after having been required so to do in writing by the other party. In case either shall refuse or fail to appoint an Arbitrator within two 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 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.
- 13) In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or Arbitration.
- 14) The due observance and fulfilment of the terms, provisions, conditions, exceptions 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.