



## Policy

# Equipment

**Berjaya Sampo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
Toll Free No: 1-800-889 933  
Tel.: 03-2170 7300  
E-mail: [customer@bsompo.com.my](mailto:customer@bsompo.com.my)  
Website: [www.berjayasompo.com.my](http://www.berjayasompo.com.my)

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## IMPORTANT NOTICE

This is **Your** Equipment Policy. **You** should satisfy yourself that this Policy will best serve **Your** needs. **You** should read and understand the Policy terms, conditions and warranties and discuss with **Your** agent and/or with **Us** directly for more information and/or to clarify any doubts **You** may have, before **You** purchase this Policy.

**You** must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided. If **You** have any questions after reading these documents or if there are any changes in **Your** circumstances that may affect the insurance provided, please notify **Us** immediately, otherwise **You** may not receive the benefits of this Policy.

To help preserve the environment, **We** will send a printed copy of this Policy once only. Please keep this Policy safely. In case of renewal and/or amendment of **Your** Policy, **We** will send **You** the Policy **Schedule** and/or **Endorsement** only. If at any time **You** require a replacement copy of this Policy, please contact **Us**.

If **You** have any complaints relating to this Policy, please contact

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank  
105 Jalan Ampang  
50450 Kuala Lumpur  
Tel : 03-2170 7300  
Tol Free : 1-800-889-933  
Fax : 03-2170 4800  
Email : [customer@bsompo.com.my](mailto:customer@bsompo.com.my)

If **You** are not happy with **Our** response, **You** may opt to contact either:

### OMBUDSMAN FOR FINANCIAL SERVICES

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel. : 03-2272 2811  
Fax : 03-2272 1577  
E-mail : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

### LAMAN INFORMASI NASIHAT DAN KHIDMAT (LINK)

Bank Negara Malaysia  
Ground Floor, Blok D  
Jalan Dato Onn  
50480 Kuala Lumpur  
Tel : 603-2698-8044 / 2698 9044 / 9179 2888  
Tol free : 1-300-88-5465  
Fax : 03-2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)  
eLINK : [telelink.bnm.gov.my](http://telelink.bnm.gov.my)  
SMS : 15888

## OUR AGREEMENT

This Policy, the **Schedule** and any **Endorsements** must be read together as they form **Your** insurance contract with **Us**. These documents reflect the Terms and Conditions of the insurance contract as agreed between **You** and **Us** pursuant to information provided by **You** (or on **Your** behalf by **Your** intermediary) and are issued in consideration of the payment of **Premium** as specified in the **Schedule** and **Endorsements** respectively.

## DUTY OF DISCLOSURE

**You** have a duty to take reasonable care not to make any misrepresentation in providing information through the Proposal Form, correspondences or any other form of disclosure. Failure to take reasonable care may result in avoidance of **Your** insurance contract, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** insurance contract. In the event of any pre-contractual misrepresentations made in relation to the information in any form disclosed by **You**, only remedies in Schedule 9 of the Financial Services Act 2013 will apply.

**You** have a duty to tell **Us** immediately if at any time after **Your** insurance contract has been entered into, varied or renewed with **Us**, any of the information given is inaccurate or has changed.

At the point of purchasing this Policy and at any point during the validity of this insurance contract, **You** must immediately inform **Us** of any other insurance **You** have bought which provides like or similar type of coverage to the items insured under this insurance contract.

## DEFINITIONS

Some words and expressions in this Policy have been printed in bold because they have been given specific meaning as follows:

### Customary Short-Period Rates

The percentage of annual rate charged for the duration of cover:

Period Not Exceeding	Percentage of Rate Charged
15 days	10% of annual rate
1 months	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
7 months	75% of annual rate
8 months	80% of annual rate
9 months	85% of annual rate
10 months	90% of annual rate
11 months	95% of annual rate
12 months	100% of annual rate

### Endorsement

A written alteration to the terms, conditions and/or warranties of this Policy.

### Period of Insurance

Duration of the Policy as shown in the **Schedule**.

### Premium

Any amount **We** require **You** to pay under the Policy and includes Government charges.

### Schedule

The Policy **Schedule** where the details of **Your** personal information, **Premium**, risk location, interest insured and **Sum Insured** are specified.

### Sum Insured

The amount **You** have selected to insure as shown in the **Schedule**.

### We, Our or Us

Berjaya Sompo Insurance Berhad.

**You or Your**

The person(s) or entity named in the **Schedule** as the insured.

**COVERAGE**

During the **Period of Insurance**, subject to the terms, conditions & exceptions stated in this Policy, **We** will pay or make good to **You** up to the **Sum Insured**, for loss of or damage to the Equipment and its standard accessories and parts due to

- (1) accidental collision or overturning
- (2) collision or overturning resulting from mechanical breakdown or wear and tear.
- (3) fire, external explosion, self-ignition or lightning.
- (4) burglary, housebreaking or theft.

If the Equipment is immobilised due to insured loss or damage under this Policy, **We** will pay **You** up to a maximum sum of RM500.00 for its protection, removal to or repair at the nearest repairers and delivery after repairs back to **You** within the country where the loss or damage occurred.

**EXCEPTIONS**

We will not pay for:

1. any loss or damage to the Equipment: -
  - (a) occurring outside the Territorial Limit stated in the **Schedule**.
  - (b) which is licensed for road use pursuant to the Road Transport Act 1987 and requires Motor Insurance.
  - (c) whilst in transit, including the process of loading and unloading
  - (d) whilst used
    - (i) for racing, pace-making, reliability trial, demonstration or speed-testing.
    - (ii) to carry passengers
    - (iii) to tow or haul any trailer or vehicle
    - (iv) not in connection with **Your** business.
  - (e) whilst operated by an Authorised Operator who is under the influence of intoxicating substances or drugs.
  - (f) whilst operated on board any waterborne vessel.
2. any consequential loss or legal liability.
3. the excess amount stated in the **Schedule**.
4. loss or damage caused by
  - (a) 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) overloading or strain.
5. loss or damage due to wilful or dishonest act(s) of **Your** employees, acting alone or with **Your** connivance, or of any person entrusted with the Equipment.
6. loss of accessories and parts unless the Equipment is stolen at the same time.
7. loss of or damage to:
  - (a) tyres, wheels or tracks unless the Equipment is also lost or damaged at the same time.
  - (b) the canopy unless caused by the overturning of the Equipment.
8. loss or damage due to earthquake, volcanic eruption, flood, typhoon, hurricane or other convulsion of nature.
9. loss or damage due to
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) or civil war
  - (b) mutiny; strike, riot & 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) any act or activity directed towards the overthrow of the Government by force
  - (d) confiscation, nationalisation, requisition or destruction of or damage to property, by or under the order of any Government or Public or Local Authority

In the event of a claim, **You** will have to prove that the loss or damage suffered is not related to or in consequence of the above or **We** will not be liable to pay **You**.
10. loss or damage
  - (a) directly or indirectly due to or in consequence of, ionising radiations, or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel including any self-sustaining process of nuclear fission.
  - (b) directly or indirectly due to nuclear weapons material.

**CONDITIONS**

1. Every notice, communication or claim shall be notified in writing and sent to **Us** or **Our** representatives.
2. No amendment(s) to the terms of this Policy is valid unless the **Endorsement** is made and signed by **Us**.
3. **You** must take all reasonable steps to safeguard the Equipment from loss or damage and maintain it in efficient condition and allow **Us** access to examine the Equipment or interview any Operator or **Your** employee.
4. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, **You** shall immediately notify **Us** in writing stating the circumstances of the claims and deliver to **Us** a written Statement with details of the loss or damage, its



values and documentary evidence of the claims. **We** will not be liable for any loss or damage if such notification is not received within 30 days of the happening of the event.

5. In the event of a claim, the Equipment shall not be left unattended without proper precautions being taken to prevent further loss or damage. If the Equipment is used before necessary repairs are carried out, any further loss or damage to the Equipment will be excluded.
6. **You** shall not make good any loss or damage or negotiate, admit, settle or repudiate any claim without **Our** prior written consent.
7. At **Our** request and expense, **You** shall take or allow **Us** to take all necessary actions to enforce any rights or remedies from other parties which **We** shall become entitled to or subrogated to **Us** upon **Us** paying **Your** claim, whether such actions are necessary before or after **We** pay **Your** claim.
8. **We** may at **Our** option reinstate, repair or replace the property lost or damaged, instead of paying the amount of the loss or damage. If **We** choose to pay for the loss of **Your** property, then such property will belong to **Us** upon paying **Your** claim.
9. Each and every item insured in the **Schedule** is subject to the condition of average. If the **Sum Insured** at the time of loss is less than the actual value of the property insured, **You** will have to bear a rateable share of the loss or damage.
10. In the event of a claim and there is any other insurance covering the same property, **We** will only pay **Our** rateable proportion of the loss, destruction or damage.
11. Immediately upon a claim, the **Sum Insured** in the Policy will be reduced by the amount of the claim, and this reduced **Sum Insured** will be the limit for further claims which occurs within the same **Period of Insurance**, unless **We** agree to reinstate the full **Sum Insured** upon **Your** payment of additional **Premium**.
12. This Policy shall be void in any of the following circumstances:
  - (a) If the proposal or declaration is untrue in any respect;
  - (b) If any material fact affecting the risk is incorrectly stated or omitted by **You**;
  - (c) If this Policy or its renewal shall have been obtained through any misstatement, misrepresentation or suppression; or
  - (d) If any false declaration, false statement, fraudulent or exaggerated claim is made by **You**.
13. If there is any difference to the amount of any loss or damage, it shall be a condition precedent that such difference of amount only shall be referred to the decision of an Arbitrator, to be appointed in writing by the parties, before any other right of action shall exist. If parties cannot agree on a single Arbitrator, then the issue will be decided by two (2) disinterested persons sitting as Arbitrators appointed in writing, one (1) by each party, within two (2) calendar months after being requested by the other party. If the party refuses or fails to appoint an Arbitrator within two (2) calendar months after receipt of such request requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator. The parties shall also appoint an Umpire, who shall sit with the Arbitrators and preside at their meetings. In the event of disagreement between the Arbitrators, the difference shall be referred to the Umpire. The death of any party shall not revoke or affect the authority or powers of the Arbitrator(s) 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 appointing party. The costs of the reference and award shall be at the discretion of the Arbitrator (s) or Umpire making the award.
14. This Policy shall be governed by and interpreted in accordance with Malaysian law.
15. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

## CLAUSES

The following is applicable to this Policy:

### CRIMINAL BREACH OF TRUST (CBT) CLAUSE

**We** shall not be liable for any loss or damage caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person as defined in the Penal Code.

CBT is defined in the Penal Code "as 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'.

### THEFT BY DECEPTION (CHEATING) CLAUSE

**We** shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person as defined in the Penal Code.

Cheating is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, any 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'.

### INDUSTRIES, SEEPAGE, POLLUTION & CONTAMINATION CLAUSE

**We** will not be liable for:-

- (1) Personal injury, bodily injury, financial loss or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, unless such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.
- (2) The cost of removing, nullifying or cleaning up seepage, polluting contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.
- (3) Fines, penalties, punitive or exemplary damages payable due to seepage, pollution or contamination.

## NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Policy shall exclude any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Nuclear Energy Risks.

For purposes of this Policy, Nuclear Energy Risks shall mean:

- (I) All Property, on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
  - (a) The generation of nuclear energy; or
  - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils or irradiation and contamination by Nuclear Material.

The above exemption shall not extend to:-

- (1) The provision of any insurance whatsoever in respect of:-
  - (a) Nuclear Material;
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or — for reactor installations — as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the undernoted perils:
  - (a) Fire, lightning, explosion;
  - (b) Earthquake;
  - (c) Aircraft and other aerial devices or articles dropped therefrom;
  - (d) Irradiation and radioactive contamination;
  - (e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

### Definitions

"Nuclear Material" means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, building, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatsoever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installation, any area where the level of radioactivity requires the provision of a biological shield.

### 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 a deletion, corruption or deformation of the original structure.

Property damage also excludes:

- A) Loss of or damage to and business interruption losses resulting from, data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, corruption or deformation of the original structure. Notwithstanding this exclusion, loss of 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, including business interruption losses resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs.

### REPLACEMENT PARTS CLAUSE

In the event of loss or damage to the property insured or its accessories or parts necessitating the supply of a part not obtainable from stocks held in the country in which the property insured is held for repair or in the event **We** exercise the option to pay in cash the amount of the loss or damage, **Our** liability in respect of any such part shall be limited to:-

- a. (i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the property insured is held for repair or
- (ii) if no such catalogue or price list exists the price last obtained from the manufacturer plus the reasonable cost of transport otherwise than by air to the country in which the property insured is held for repair and the amount of the relative import duty; and
- b. the reasonable cost of fitting such part.

### WAR AND TERRORISM EXCLUSION CLAUSE

This Policy excludes any liability, 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) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this exclusion 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 exclusion also excludes any liability, loss, damage, cost or expenses 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 (1) and/or (2) above.

If **We** allege that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by **Your** Policy the burden of proving the contrary shall be on **You**.

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

### SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not provide cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### PREMIUM WARRANTY

**Premium** due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this Policy or **Endorsement**. If this **Premium** payment condition is not complied with, this Policy shall be automatically cancelled and **We** shall be entitled to the pro-rated **Premium** for the sixty (60) day period **We** have provided cover.

Where the **Premium** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this Warranty.

### CANCELLATION

**You** may terminate the Policy at any time by giving **Us** notice in writing. Such notification shall become effective from the date **We** receive the notice or the date specified in **Your** notice, whichever is later. **We** will refund the **Premium** to **You** for the unexpired **Period of Insurance** based on the **Customary Short-Period Rates** for the period the Policy has been in force. **We** may also terminate **Your** Policy at any time by giving **You** seven (7) days' notice in writing to **Your** last known address and refund the proportionate **Premium** for the unexpired **Period of Insurance** to **You**. Refund of **Premium** due to termination is subject to a minimum premium of RM50.00.