



EQUIPMENT POLICY

Important Notice:

Please read the terms and conditions of this Policy carefully, and if there is any error or misdescription be found herein, or if the cover is not in accordance with your wishes, please return the policy to us 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 Sampo 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 said Schedule as consideration for such Insurance.

NOW THIS POLICY WITNESSES that in respect of undermentioned events occurring during the Period of Insurance as 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, exceptions 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 Equipment specified in the Schedule and its standard accessories and parts whilst 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 Equipment or any part thereof or its standard accessories or 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 Equipment is disabled by reason of loss or damage insured under this Policy the Company will bear the cost of 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 any case exceed the Sum Insured against such item and that the maximum liability of the Company shall not in any case exceed the Total Sum Insured.

EXCEPTIONS

The Company shall not be liable for :

1. any loss or damage sustained:-
 - (a) outside the Territorial Limit stated in the Schedule.
 - (b) if the equipment is licensed for road use and for which a certificate of Motor Insurance is required.
 - (c) whilst in transit (including the process of loading and unloading).
 - (d) whilst the Equipment is used
 - (i) for racing pace-making reliability trial demonstration or speed-testing.
 - (ii) for the carriage of passengers.
 - (iii) whilst drawing a trailer or towing any vehicle unless such towed vehicle is not towed for reward.
 - (iv) not in connection with the Insured's business.
 - (e) whilst the Equipment is operated by an Authorised Operator who is under the influence of intoxicating liquor or drugs.
 - (f) whilst the equipment is operated on board any waterborne vessel.
2. any consequential loss or legal liability whatsoever.
3. each and every loss the excess amount as stated in the Schedule.

4. (a) loss or damage caused by any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakages, depreciation, atmospheric conditions or any other gradually operating cause.
- (b) loss or damage caused by 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 with the connivance of the Insured or the dishonest act of any person to whom the Equipment is entrusted.
6. loss of accessories and parts unless the Equipment is stolen at the same time.
7. loss of or damage to:
 - (a) tyres or wheels or tracks unless the Equipment is also lost or damaged at the same time.
 - (b) the canopy unless caused by or resulting from the overturning of the 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. loss or damage 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) or 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 event or causes which determine the proclamation or maintenance of martial law or state of siege.
 - (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence or looting or pillage in connection with any of the aforementioned occurrences.
 - (d) delay, seizure, confiscation or detention by Government Authorities.
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 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 any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
10. (a) 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 purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (b) loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material

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. Every notice or communication shall be in writing and sent to the Head Office or any Branch Office 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. 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.
4. The Insured shall take all reasonable steps to safeguard the Equipment insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the 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 Equipment shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Equipment be operated before the necessary repairs are effected any extension of the damage or any further damage to the Equipment shall be excluded from the scope of the indemnity granted by this Policy.
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 the 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.

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. 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's liability in respect of any further losses destruction or damage occurring during the current Period of Insurance unless the Company's consent have been obtained 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 RM50.00.
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 anyone acting on his behalf to obtain any benefit under this Policy, all benefits 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 damage is 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.