



## Policy

# All Risks (Consumer)

The benefits payable under eligible policy are protected by PIDM up to limits.  
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

**Berjaya Sompo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
Toll Free: 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)

Scan for  
more products



GAP1125

Table of Contents

IMPORTANT NOTICE..... 3

OUR AGREEMENT..... 4

DUTY OF DISCLOSURE ..... 4

DEFINITIONS..... 4

COVERAGE..... 5

EXCEPTION ..... 5

CONDITIONS..... 5

CLAUSES/WARRANTIES/ENDORSEMENTS ..... 6

CANCELLATION .....12

## IMPORTANT NOTICE

This is **Your** All Risks 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** insurance advisor, agent, broker and/or with **Us** directly for more information and/or to clarify any doubts **You** may have when **You** purchase this Policy. If there is any error or misdescription, or if the cover is not in accordance with **Your** wishes, please return the Policy to **Us** immediately for amendment.

**You** must fully observe and fulfill this Policy's terms, conditions and warranties to enjoy the coverage provided. If **You** have any questions after reading these documents, please contact **Us** for further clarification. If there is any change in **Your** declarations 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** Wording once only. Please keep this Policy Wording 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 copy of the Policy Wording, please download a copy from [www.berjayasompo.com.my](http://www.berjayasompo.com.my) based on the jacket code provided.

If you have any complaints relating to this Policy, please contact:

### COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

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

If you are not happy with our response, you may opt to contact either:

### FINANCIAL MARKETS OMBUDSMAN SERVICE

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel. : 03-2272 2811  
Website : [www.fmos.org.my](http://www.fmos.org.my)

### BNMLINK

4<sup>th</sup> Floor, Podium  
Bangunan AICB  
No. 10, Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel : 1-300-88-5465 /03-2174 1717 (Overseas)  
Webpage : <https://bnmlink.bnm.gov.my/>

## 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 and exceptions stated in this Policy, **We** will pay or make good to **You** up to the **Sum Insured**, for the Property lost, destroyed or damaged by fire, theft or any other accident or misfortune happening within the Territorial Limit.

**EXCEPTION**

**We** will not pay for loss, destruction or damage:

- 1) due to
  - (a) wear & 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, theft or fire.
- 2) directly or indirectly caused by
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not)
  - (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) confiscation or nationalisation or 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**.
- 3)
  - (a) directly or indirectly due to 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.
- 4) 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 specifically mentioned in the **Schedule**.
- 5) to livestock, stock-in-trade and buildings, or part of any building, or of any structure of which such building forms part of.
- 6) due to overloading or strain.
- 7) due to subsidence and landslip.
- 8) due to 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.
- 9) due to the wilful or dishonest act of **Your** employees, acting alone or with **Your** connivance, or of any person to whom the property is entrusted.

**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 precautions to prevent loss and damage.
- 4) Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, **You** shall:
  - (a) 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 thirty (30) days of the happening of the event;
  - (b) take immediate steps to minimise the damage and recover any missing property;
  - (c) immediately lodge a police report and furnish **Us** a copy.
- 5) 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 **Our** payment of **Your** claim, whether such actions are necessary before or after **We** pay **Your** claim.
- 6) **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 **Our** payment of **Your** claim.
- 7) Each and every item insured in the **Schedule** is subject to the condition of average. If the **Sum Insured** is less than the actual value of the property at the time of loss, **You** will have to bear a rateable share of the loss or damage.
- 8) 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.
- 9) 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**.
- 10) 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**.
- 11) 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.
- 12) This Policy shall be governed by and interpreted in accordance with Malaysian law.
- 13) It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

## CLAUSES/WARRANTIES/ENDORSEMENTS

### (THE FOLLOWING CLAUSES/WARRANTIES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY)

#### BREACH OF CONDITIONS/WARRANTIES CLAUSE

The Conditions and Warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. A breach of any Condition or Warranty shall void the Policy only in respect of all the risks to which that breach applied and does not affect the Policy in respect of the other risks.

#### COMMUNICABLE DISEASE EXCLUSION (LMA5393)

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).

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

#### 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'.

#### DAMAGE TO PREMISES EXTENSION (WITHOUT SEPARATE SUM INSURED)

The insurance on properties insured includes costs and expenses necessarily incurred by **You** in respect of damage to **Premises** not otherwise insured, resulting from any theft or attempted theft occurring during the **Period of Insurance**, subject to **Our** maximum liability for any loss, damage, costs and expenses not exceeding the **Sum Insured** against each item.

#### 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 Insurance**; and
- (3) Fines, penalties, punitive or exemplary damages payable due to seepage, pollution or contamination.

#### **MEMORANDUM F [APPLICABLE TO COMPUTER (HARDWARE AND SOFTWARE), PERIPHERALS AND ACCESSORIES]**

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

- 1) Loss or damage caused by virus infection.
- 2) Loss or damage caused by corruption of files due to system failure.
- 3) Loss or damage caused by misuse and/or unauthorised usage of software.
- 4) Loss or damage caused by user carelessness in software maintenance.
- 5) Loss or damage caused by any faults or defects existing at the time of cover for each **Period of Insurance** within the knowledge of the Insured or his representatives, whether such faults or defects were known to **Us** or not.
- 6) Loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply.
- 7) Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
- 8) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the property insured.
- 9) Any costs incurred in connection with the maintenance of the property insured, including parts exchanged in the course of such maintenance operations.
- 10) Loss or damage for which the manufacturer or supplier of the property insured is responsible either by law or under contract.
- 11) Loss of or damage to rented or hired property insured for which the owner is responsible either by law or under a lease and/or maintenance agreement.
- 12) Loss of or damage to bulbs, valves tubes, ribbons, fuses seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, object made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals).
- 13) Aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the items mentioned under (12) and (13) above, **We** shall provide compensation in the event that such items are affected by an indemnifiable loss of or damage to the property insured.

#### **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.

### **PAIRS AND SETS CLAUSE**

Where any insured item consists of articles in a pair or set, **We** shall not 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(s) may have being part of such pair or set.

### **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.

### **PROPERTY CYBER AND DATA EXCLUSION (LMA5401)**

- 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.

#### **RADIOACTIVE EXCLUSION CLAUSE**

This policy does not cover 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:

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

#### **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.

#### **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.

#### **STRIKE RIOT AND CIVIL COMMOTION EXTENSION**

This Policy is extended to cover strike, riot and civil commotion damage which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by: -

- (1) the act of any person taking part together with other in any disturbance of the public peace (whether in connection with a strike or a lock-out or not) not being an occurrence mentioned in the exclusions below
- (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 lockout.
- (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.

**We** shall not be liable for any loss, damage, cost or expenses of whatsoever nature directly 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: -

- (a) 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, mutiny.
- (b) Any act of terrorism.  
For the purpose of this clause 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 extension 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 (a) and (b) above.

In any action, suit or other proceeding, where **We** 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 on **You**.

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

#### **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'.

#### **UNLICENSED VEHICLES EXTENSION**

This Policy is extended to cover loss of or damage to unlicensed vehicles and/or its accessories occurring within the Territorial Limit, so long as the unlicensed vehicles and/or its accessories are not used on a "road" as defined in the Road Transport Act 1987.

For the purpose of this extension, an unlicensed vehicle shall mean any vehicle that does not require a certificate of insurance under the Road Transport Act 1987.

#### **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.

#### **SPECIAL/EXTRANEIOUS CLAUSES/ENDORSEMENTS** **(THE FOLLOWING SPECIAL/EXTRANEIOUS CLAUSES/ENDORSEMENTS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)**

#### **ALTERATIONS AND REPAIRS**

Workmen are allowed on or about **Your** property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remain unchanged.

#### **APPRAISEMENT CLAUSE**

If the aggregate claim for any one loss does not exceed RM5,000.00 or 5% 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.

#### **CAPITAL ADDITIONS CLAUSE (EXCLUDING STOCK IN TRADE AND/OR MERCHANDISE)**

This insurance 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 total **Sum Insured** or RM500,000.00 whichever is the less.

**You** undertake to advise **Us** every three (3) months of such alterations, additions and improvements and to pay the appropriate additional **Premium**.

The clause is inoperative if the declaration of such alterations, additions and improvements is not received by **Us** 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 **Us**.

## DESIGNATION CLAUSE

For the purpose of determining the Item (column heading) under which any property is insured, **We** agree to accept the designation under which such property is entered in **Your** books.

## ELECTRICAL INSTALLATION CLAUSE (B)

Loss or damage by fire to the electrical appliances and installation insured by 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, conditions and exceptions of this policy, but 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.

## INTERNAL REMOVAL CLAUSE

Removal of property from one building to another at any of the situations covered, being inadvertently not advised to **Us**, the Insurance on such property shall follow the removal. The necessary adjustments in **Sum Insured** and **Premium** shall be made from the date of removal as soon as the oversight is discovered.

## MEMORANDUM J - EXTENDS TO COVER SUBSIDENCE/LANDSLIP & BUSH FIRE (i.e. Exceptions 8 & 9 of the policy are deleted)

Exceptions 7 & 8 of the Policy are deemed to be deleted.

## OTHER CONTENTS CLAUSE

This Policy is extended to cover "Other Contents" in so far as they are not otherwise insured and includes :

- (a) Money and stamps for an amount not exceeding the amount stated.
- (b) Documents, manuscript 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 the amount stated in respect of any one document, manuscript and business book.
- (c) Computer systems records but only for the value of the materials together with the costs 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 **You** of the information contained therein for an amount not exceeding the amount stated.
- (d) Patterns, moulds, models, plans and designs, for an amount not exceeding the amount stated in respect of any one pattern, mould, model, plan or design.
- (e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding the amount stated in respect of any one employee.

## PAYMENT ON ACCOUNT

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

## REINSTATEMENT OF LOSS

In the event of loss, the insurance shall be maintained in force for the full **Sum Insured** and **You** shall be liable to pay an additional **Premium** at the **Premium** rate of 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**.

## REINSTATEMENT VALUE (NOT APPLICABLE TO STOCK)

In the event of the property insured under item No(s) (as stated in the **Schedule/Endorsement**) 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, conditions and exceptions 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 **Your** requirements subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twenty (12) months after the destruction or damage, or within such further time as **We** may (during the said twenty (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 **You** in replacing or reinstating the property destroyed or damaged, **We** 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 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 commencement of any destruction of or damage to such property by any peril insured against by this Policy, then **You** 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 clause applies shall be separately subject to the foregoing provision.
4. This clause shall be without force or effect if:-
  - (a) **You** fail to intimate to **Us** within six (6) months from the date of destruction or damage, or such further times as **We** may in writing allow, his further times as **We** may in writing allow, **Your** intention to replace or reinstate the property destroyed or damaged.

- (b) **You** are 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 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 **You** which is not upon the identical basis of reinstatement set forth therein.

#### **REMOVAL OF DEBRIS CLAUSE (WITHOUT SEPARATE SUM INSURED)**

The items insured includes costs and expenses necessarily incurred by **You** with **Our** consent in the:-

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

of the portion or portions of the property destroyed or damaged by any peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when machinery is not insured)

The amount payable for such costs and expenses shall not exceed 10% of the **Sum Insured** of each item. **We** 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.

**Our** maximum liability shall not exceed the sum stated in the **Schedule/Endorsement**.

#### **TEMPORARY REMOVAL CLAUSE**

The property insured under 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 Malaysia, 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 item covering stock and merchandise of every description, nor as regards losses occurring elsewhere than at the premises from which property is temporarily removed, to:-

- (a) motor vehicles and motor chassis
- (b) property (other than machinery and plant) held by **You** in trust.

#### **TEMPORARY STORAGE CLAUSE**

The property (excluding buildings) insured under this Policy is covered whilst temporarily stored anywhere in Malaysia and Singapore PROVIDED that:-

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) **Our** liability is limited to 10% of the total **Sum Insured** or RM500,000.00 whichever is the lower for property covered under this clause.
- (c) **We** 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).

### **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 RM75.00.