



## Policy

# SOMPO FlexiBiz

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

**Berjaya Sampo Insurance Berhad**  
Registration No. 198001008821 (62605-U)  
Level 36, Menara Bangkok Bank,  
105, Jalan Ampang, 50450 Kuala Lumpur.  
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## IMPORTANT NOTICE

This is **Your** SOMPO FlexiBiz 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.berjyasompo.com.my](http://www.berjyasompo.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 : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

## 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:

### Business Hours

The period during which **Your** Premises are occupied for business purposes and/or where either **You** or **Your Employees** entrusted with **Money** are in the **Premises**

### Employee(s)

Any person, servant or appointed representative in **Your** employment or service.

### Endorsement

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

### Money

Current coin, bank and currency notes, cheques, money orders, postal orders, current unused postage stamps, revenue stamps and bills of exchange

### Period of Insurance

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

### Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste including materials to be recycled, reconditioned or reclaimed.

### Premises

The **Premises** mentioned in the **Schedule** shall not include any yard, garden, outbuilding or other appurtenances unless specifically stated 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/ Limit of Liability / Amount of Guarantee / Limit of Indemnity** are specified.

### Sum Insured / Limit of Liability / Amount of Guarantee / Limit of Indemnity

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

### Vessel or Craft

Any vessel, craft or thing made or intended to float on or in or travel on or through water or air.

### We, Our or Us

Berjaya Sompo Insurance Berhad.

**You or Your**

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

**SECTION A - MONEY INSURANCE****COVERAGE**

During the **Period of Insurance**, subject to the terms, conditions and exceptions stated in this Policy, **We** will indemnify **You** up to the **Limit of Liability** for:

1. loss of **Money** by any cause whatsoever occurring within the Territorial Limit stated in the **Schedule** and
2. the cost of repair or replacement of the Safe or Strongroom or other receptacles not otherwise insured directly, due to theft or attempted theft up to a sum of RM1,000.00 or the **Limit of Liability** for **Money** in **Premises** stated in the **Schedule**, whichever is lower.

**EXCEPTIONS**

**We** shall not pay for:-

1. loss or damage directly or indirectly caused by or in connection with any of the following:
  - 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. any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any legal and legitimate Government or to the influencing of it by terrorism or violence or loot, sack or pillage in connection with any of the aforementioned occurrences.
  - d. confiscation or destruction by or under the order of any Government or Public 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**.
2. any loss due to or arising out of forged **Money**.
3. shortages due to error or omission resulting from clerical or accounting errors, or errors in receiving or paying out.
4. loss or damage due to collusion, fraudulent embezzlement or misappropriation by **You** or **Your Employees**.
5. any loss from an unattended vehicle.
6. loss of **Money** extracted from locked receptacles following the use of the key or duplicate keys unless obtained by threat or violence from **You** or **Your Employees**.
7. any loss due to depreciation in value.
8. any consequential loss whatsoever.
9.
  - a. loss or damage 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. **You** shall take all reasonable precautions for the safety of the property insured, and secure the **Premises** where such property is contained. **You** must advise **Us** and obtain **Our** prior written consent before making any changes to the agreed procedure or precautions relating to the transporting of the said property from/to the **Premises**.
2. The safe, strongroom or other receptacles containing the **Money** shall be kept locked outside of **Business Hours** and the keys shall at all times be kept in **Your** or **Your Employee's** personal custody upon leaving the **Premises**.
3. The Gross **Premium** and all Renewal **Premiums** in respect of transit risks are to be regulated by the amount of **Money** carried during the **Period of Insurance**. A proper record shall be kept of all **Money** in transit and **You** shall at any time allow **Us** to inspect such record and within one (1) month from the expiry of each **Period of Insurance**, give **Us** a correct account of all **Money** in transit insured by this Section. If the total amount recorded differs from the amount on which **Premium** has been paid, the difference in **Premium** shall be met by a further proportionate payment to **Us** or by a refund from **Us**, as the case may be, subject to any minimum **Premium** for the **Period of Insurance**.
4. Upon the happening of any event giving rise or likely to give rise to a claim under this Section, **You** shall :
  - a. immediately notify **Us** in writing stating the circumstances of the claim and deliver a written Statement with details of the loss or damage, the value of such loss and documentary evidence of the claim, including verification by Statutory Declaration if requested by **Us**. **We** will not be liable for any loss or damage if such notification is not received by **Us** within thirty (30) days of the happening of the event.
  - b. take all reasonable steps to ascertain the circumstances of the loss, recover the lost **Money** and provide future safeguards for the insured **Money**.
  - c. immediately lodge a police report and furnish **Us** a copy.

## CLAUSES/EXTENSIONS

### ABSCONDMENT OR EMBEZZLEMENT EXTENSION (APPLICABLE TO MONEY IN TRANSIT ONLY)

This Section is extended to cover loss of **Money** due to abscondment or embezzlement by **Your** authorised **Employees** provided that the loss is discovered within seven (7) days from the date of such loss. **Our** liability shall be limited to the Abscondment Limit as stated in the Policy **Schedule** or the **Limit of Liability** anyone loss for **Money** in transit or RM150,000 whichever is lower.

### 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 and costs and expenses not exceeding the **Limit of Liability** against each item.

### EMPLOYEES' EFFECTS EXTENSION (RM250.00)

This Section is extended to cover **Your Employees'** clothing and personal effects arising out of any attempted robbery or theft consequent upon actual forcible and violent entry upon the insured **Premises** subject to a limit of RM250.00 any one claim.

The above Extension, however, neither changes the Sum Insured nor increase **Our** total liability. Full Theft Clause shall never apply to the above **Endorsement**.

### MONEY IN LOCKED SAFE/STRONGROOM AND OTHER RECEPTACLES EXTENSION

A complete record of the amount of **Money** in Safe, Strongroom or other receptacles shall be kept by **You**, secured in some place other than the said locked Safe, Strongroom or other receptacles and **Our** liability shall be limited to the amount of **Money** stated in such record at the time of loss or the **Limit of Liability**, whichever is lower, during the **Period of Insurance**.

### PERSONAL ACCIDENT ASSAULT EXTENSION

In consideration of the payment of an additional **Premium**, if an occurrence described below shall happen to the Insured Person during the **Period of Insurance** caused by an attempt to rob whilst the Insured Person is :-

- carrying **Money** on **Your** behalf
  - proceeding to or returning from the carrying of such **Money**
- and the Insured Person suffers any of the Results described below, **We** shall pay to **You** the Compensation specified against such Result.

The Insured Person :

On two (2) **Employees** authorised to accompany the transit of **Money**.

Occurrence :

Bodily injury caused solely by violent accidental external and visible means independent of any other cause and be the sole cause of any of the Results happening within three (3) months of the occurrence.

Results and Compensation for each Insured Person:

Results	Compensation for each Insured Person (RM)
(1) Death	20,000.00
(2) Total and Permanent loss of all sight in both eyes	20,000.00
(3) Total loss by physical severance of both hands or both feet or of one hand and one foot	20,000.00
(4) Total loss by physical severance of one hand or one foot together with the total and permanent loss of all sight in one eye	20,000.00
(5) Total and Permanent loss of all sight in one eye	10,000.00
(6) Total loss by physical severance of one hand or one foot	10,000.00

### PROVIDED ALWAYS THAT :-

- this extension shall not apply to any occurrence:
  - consequent upon any pre-existing physical defect or infirmity of the Insured Person
  - happening to the Insured Person who is under 16 or over 60 years of age at the time of such occurrence
  - consequent upon pregnancy or childbirth
- all certificates, information and evidence required by **Us** shall be furnished at **Your** expense in such form and nature that **We** shall prescribe.
- the Insured Person shall submit to medical examination on **Our** behalf at **Our** expense.
- We** shall in the case of the death of the Insured Person be entitled to have a post-mortem examination at **Our** expense.
- such compensation shall be payable only with **Your** approval and directly to the injured person or to his legal personal representative whose receipt shall be a full discharge in respect of the injury to such person
- upon payment of any claim under one of Results (1) to (6), the insurance by this extension shall cease in respect of the Insured Person to whom the claim is paid, but this extension shall continue in force in respect of the remaining Insured Person.



## SECTION B - FIDELITY GUARANTEE INSURANCE

### COVERAGE

During the **Period of Insurance**, subject to the terms, conditions and exceptions stated in this Policy, **We** agree to make good or reimburse **You** up to the **Amount of Guarantee** for all direct pecuniary loss sustained by **You** due to any act of fraud or dishonesty committed by the **Employees** named in the **Schedule**

- a. during the uninterrupted continuance of employment of such **Employees**.
- b. in connection with the occupation and duties of such **Employees** and
- c. discovered during or within twelve (12) months after the **Period of Insurance** or within twelve (12) months after the death, dismissal or retirement of such **Employee** whichever shall happen first.

### EXCEPTIONS

**We** will not pay if

1. there is a change to the nature of **Your** Business.
2. the duties or conditions of service of the **Employee** has changed.
3. the precautions and checks for securing and ensuring accuracy of accounts and stocks is not duly observed.
4. there is any unexplained loss or shortage discovered during an inventory or stock taking.

### CONDITIONS

1. Upon becoming aware of any circumstances giving rise or likely to give rise to a claim under this Section, **You** shall :
  - a. immediately notify **Us** in writing stating the circumstances of the claims and deliver a written Statement with particulars of the acts or defaults discovered and the whereabouts of the **Employee** if known; and
  - b. within three (3) months after such notice, deliver the full details of the claim and furnish proof of the correctness of such claim and the identity of the **Employee** concerned.
2. **You** shall use all diligence by working with the authorities in prosecuting the **Employee** to conviction for any criminal act committed which resulted in a claim under this Section.
3. Any **Money** of the **Employee** due to the **Employee** from **You** will be deducted from the claim amount payable under this Section. Any subsequent recovery (excluding insurance or reinsurance taken by **Us**) from the **Employee** will be shared between **You** and **Us** in the same proportions that was borne to the total amount of loss.
4. Following the discovery of an act of fraud or dishonesty on the part of any **Employee**, the indemnity granted under this Section shall end with regard to the said **Employee**.
5. Any sums payable shall reduce the **Amount of Guarantee** and the amount in respect of any such sums shall not exceed the amount stated in the **Schedule**. The **Amount of Guarantee** shall be **Our** maximum liability in respect of each act of fraud or dishonesty or a series of such acts of fraud or dishonesty which are interconnected irrespective of the number of **Employees** involved.
6. The **Amount of Guarantee** may be reinstated upon **Your** payment of additional **Premium** and on the express understanding that the amount reinstated is available only in respect of acts of fraud or dishonesty committed after such reinstatement.
7. In the event of claim, **You** shall allow **Us** to inspect all **Your** books of accounts and any accountants reports and provide all information and assistance to **Us** to use for and obtain reimbursement by the **Employee** or his estate of any **Money** which **We** have paid or become liable to pay under this Section.
8. If this Section is renewed and continues to be in force, **Our** liability in respect of any claim shall not be accumulated or increased and **Our** aggregate liability for losses forming the basis of such claim shall not exceed the **Amount of Guarantee** under the current Section.

### CLAUSES/EXTENSIONS

#### AUDITORS' AND ACCOUNTANTS' FEES CLAUSE

In the event of a claim being admitted under this Insurance, this Section shall include auditors' and/or accountants' fees to an amount not exceeding RM1,000.00 such fees being reasonably incurred in :-

- (a) providing satisfactory proof of pecuniary loss sustained by **You**.
- (b) preparation of detailed statement as required under this Section.

The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of loss, subject to **Our** maximum liability for any loss and fees not exceeding the **Amount of Guarantee** against each item.

Provided that the term "Auditors and/or Accountants" under this clause shall mean a professional auditor and/or accountant, approved by both **You** and **Us**.

#### AUTOMATIC ADDITIONS AND DELETIONS CLAUSE

Any person who is recruited by **You** after the date of commencement of this Section shall be automatically held covered as from his or her first day of employment. Provided that **Our** maximum liability shall remain at the Section limit in respect of any one loss and in the aggregate for the **Period of Insurance**.

**You** shall within ninety (90) days give written notification to **Us** of any such additions/deletions of **Employees** under the Section and pay an additional **Premium** which may be required by or receive a refund premium from **Us** as the case may be.

This clause shall only be applicable to all **Employees** within the specified occupation as stated in the Section and **You** are obliged to insure all **Employees** within the specific occupation under the Section.

#### MEMORANDUM A

**We** will indemnify **You** for all direct pecuniary losses sustained by **You** as a result of any act of fraud or dishonesty committed by **Your Employees** anywhere in the world except USA and Canada.

### SECTION C - GLASS INSURANCE

#### COVERAGE

During the **Period of Insurance**, if there is breakage of glass of the Premises, **We** will pay **You** the value of the glass up to the **Sum Insured** subject to the terms, conditions & exceptions stated in the Policy.

#### EXCEPTIONS

**We** will not pay for loss or damage:-

1. due to
  - a. fire, explosion, earthquake, volcanic eruption, flood or consequential preventive or salvage operations.
  - b. dilapidations of frames, framework or fittings
  - c. interruption of business, delay in replacement, removal of broken glass or other damage or injury resulting from the breakage
  - d. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. if the Premises has become unoccupied, abandoned, or if there is any change in the Occupation or in the conditions of the risks unless **Our** prior written consent was obtained.
3. due to :
  - 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 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**.
4.
  - a. any loss 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; or
  - b. directly or indirectly due to nuclear weapons material.

#### CONDITIONS

1. **You** must take all reasonable precautions to maintain the safe condition of the glass, including any salvage glass.
2. All glass shall be deemed to be plain and no painting, lettering, embossing, bending, silvering, or ornamental work on glass shall be covered unless specifically mentioned in the **Schedule**.
3. In the event **We** are replacing the broken glass, all window fittings or other obstructions to replacement shall be removed by **You** at **Your** expense.
4. Upon the happening of any event giving rise or likely to give rise to a claim under this Section, **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 thirty (30) days of the happening of the event.
5. At **Our** request and expense, **You** shall take or allow **Us** to take all necessary actions to take and prosecute such proceedings at law and render assistance for recovery from the person whose act, neglect or default resulted in a claim arising under this Section. After the settlement of any claim by **Us**, any recovery made by **You** or **Us** shall belong to **Us**.
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 paying **Your** claim, including any salvage glass.
7. 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.
8. Immediately upon a claim, the **Sum Insured** in the Section 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**.



## SECTION D - PUBLIC LIABILITY INSURANCE

### COVERAGE

During the **Period of Insurance** and subject to the terms, conditions, exceptions and limits stated in this Policy, **We** will indemnify **You** against:

1. all sums **You** are legally liable to pay as compensation for bodily injury including death or illness to any person and / or loss or damage to property arising from accidents occurring within the Territorial Limit; and
2. all costs and expenses of litigation recovered by any claimant against **You** and / or incurred with **Our** prior written consent.

In the event of **Your** death, **We** will indemnify **Your** legal personal representative(s) in respect of liability incurred by **You** provided that such legal personal representative(s) shall observe, fulfil and be subject to the terms, conditions and exceptions of this Section in so far as they apply.

### LIMIT OF INDEMNITY

**Our** liability under this Section shall not exceed the **Limit of Indemnity** specified in the **Schedule**

- a. to any claimant(s) in respect of any one occurrence or all occurrences of a series attributable to one source or original cause for any one Accident; and
- b. in respect of any injury, illness or loss sustained during any one **Period of Insurance**.

### EXCEPTIONS

**We** will not indemnify for:

1. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. any liability in respect of
  - a. injury to or illness of any person under a contract of service or apprenticeship with **You** if such liability is in respect of injury or illness arising out of and in the course of such employment by **You**.
  - b. any sum payable by **You** under legislation relating to occupational injury or illness.
3. liability in respect of loss of or damage to property:
  - a. belonging to **You**.
  - b. under **Your** control or in the control of **Your Employee**, servant and/or appointed representative.
  - c. on which **You** or **Your Employee**, servant and/or appointed representative is or has been working on if the loss or damage results directly from such work.
  - d. in connection with the bursting of any pressure part of
    - i. any steam boiler or economiser.
    - ii. any **Vessel** or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure.belonging to **You** or under **Your** control or any of **Your Employee**, servant and/or appointed representative.
4. liability in respect of:
  - a. loss of or damage to any property, land or building caused by vibration, removal or weakening of support.
  - b. injury or illness of any person or any consequential loss of or damage to property resulting from (a).
5. liability in respect of injury, illness, loss or damage arising from:-
  - a. any lift, elevator, escalator, hoist or crane owned, used or maintained by **You** unless specified in the **Schedule**.
  - b. defective sanitary arrangements or poisoning of any kind in food or drink.
  - c. accident to any **Vessel or Craft** due to unsuitable berth, dock or mooring conditions.
  - d. any commodity, article or thing supplied, repaired, altered or treated by **You** or to **Your** order.
  - e. fire, earthquake, explosion, flood, fumes, pollution, contamination and such other convulsion of nature,
  - f. drilling and/or refining of liquid or gas, fuel or oil in connection with the oil and gas industry.
6. liability for any consequence of 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, strike, riot and civil commotion.
7. a. any legal liability 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.
8. Liability in respect of treatment or services rendered in a professional capacity.
9. Liability arising from the ownership, possession or use by or on **Your** behalf of:-
  - a. any mechanically propelled vehicle or attached trailer licensed for road use or for which Certificate of Motor Insurance is required under the Road Traffic Act 1987.
  - b. any **Vessel or Craft**  
including the loading or unloading of (a) or (b) or the delivery or collection of goods connected to (a) or (b).
10. any liability or claim(s) in respect of loss directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.
11. any claims in respect of fines, penalties, punitive or exemplary damages.

## CONDITIONS

1. No admission, offer, promise or payment shall be made by or on **Your** behalf without **Our** prior written consent. **We** may in **Your** name, take over and conduct the defence or settlement of any claim, prosecute for **Our** own benefit any claim for indemnity, damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and/or in the settlement of any claim and **You** shall give **Us** all such information and assistance as **We** may require.
2. In any case where **You** are entitled to indemnity under this Section, **We** may pay **You** the maximum sum payable as compensation (after deducting any sums already paid as compensation) or any lesser sum for which the claim can be settled. **We** shall thereafter be under no further liability except for the payment of costs and expenses of litigation incurred prior to the date of such payment.
3. **You** shall exercise reasonable care to ensure that
  - a. only steady, sober and competent **Employees** are employed.
  - b. all buildings, ways works, plant, machinery, furniture and fittings are in proper order and fit for its purposes.
  - c. all statutory requirements, bye-laws and regulations imposed by any public authority are duly observed and complied with.

Upon any defect being brought to **Your** notice, **You** shall proceed to make good the defect and shall take temporary precautions to prevent accident as required but so far as practicable. No alteration or repair shall be made without **Our** consent after any occurrence covered by this Section until **We** have had an opportunity to conduct inspection. **We** shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to **Our** inspector, **We** may give notice in writing to **You** and **Our** liability arising from the defect shall be suspended until it is rectified or removed to **Our** satisfaction.

## CLAUSES/EXTENSIONS

### ADVERTISING AND NEON SIGNS EXTENSION

This Section is extended to cover **Your** legal liability directly arising from accidents in connection with **Your** advertising and neon signs located anywhere in the Territorial Limit.

Provided that **Our** liability as aforesaid shall in no case exceed the **Limit of Indemnity** specified in this Section.

### ALTERATION AND /OR REPAIR TO PREMISES EXTENSION

All legal liability to third party arising from the maintenance or repairs or decorations of the Premises stated in the **Schedule** by Contractors/Sub-Contractors engaged by **You** are deemed covered.

### CAR PARK (INCLUDING JOCKEY) SERVICES EXTENSION

Notwithstanding Exception 3(b), this Section is extended to include **Your** legal liability in respect of bodily injury or loss or damage to third party property arising out of motor vehicles in **Your** charge or control whilst on or about **Your** premises.

**We** shall not be liable for any liability arising directly or indirectly out of :-

- (a) servicing, repairing and maintenance of any motor vehicle;
- (b) defective workmanship;
- (c) the use of any motor vehicle licensed for road use and used on a road.

A Car Park Disclaimer Notice must be displayed before the third party enters into the car park or at the ticket machine.

**You** are not entitled to any indemnity under this Policy if this liability is insured or insurable under the Motor Policy or any other liability Policy.

### CONTRACTORS AND SUB-CONTRACTORS LIABILITY EXTENSION

This Section covers **Your** legal liability caused by **Your** contractors or sub-contractors and/or their **Employees**, servants or agents.

Provided always that :-

- (a) the contractors or sub-contractors shall as though they were **You** observe, fulfil and be subject to the terms of this Section so far as they apply.
- (b) the contractors or sub-contractors are not entitled to indemnity under other Policy of Insurance.

### CRANES, HOIST, FORKLIFT, LIFT AND ESCALATOR EXTENSION

This Section is extended to cover **Your** legal liability from the use or operation of Cranes, Hoist, Forklift, Lift and Escalator on **Your** premises.

**We** shall not be liable in respect of claims arising in connection with any such Vehicle/Equipment:-

- (a) where insurance is required by virtue of any legislation relating to motor vehicles;
- (b) which is otherwise insured in respect of the same liability.

### DEFECTIVE SANITARY ARRANGEMENTS EXTENSION

This Section is extended to cover **Your** legal liability in respect of bodily Injury, illness, loss or damage arising from defective sanitary arrangement due to a sudden, unintended and unexpected happening.

#### **DEMONSTRATION AND EXHIBITION EXTENSION**

This Section is extended to cover **Your** legal liability in respect of accidental bodily injury or accidental loss or damage to property happening whilst **You** are organizing a demonstration and/or exhibition of **Your** products at any demonstration and exhibition sites anywhere within the Territorial Limits stated in the **Schedule**.

#### **EMPLOYEES EFFECTS EXTENSION**

This Section is extended to cover **Your** legal liability in respect of loss or damage to **Your Employees'** clothing and/or personal effects. The amount of indemnity under this extension is limited to RM500.00 in respect of any one event.

#### **EMPLOYEES' SPORT AND SOCIAL CLUB ACTIVITIES**

This Section is extended to cover the legal liability of the committee and members of any social or sports club operated for the benefit of the **Your Employees**. The business shall be deemed to include the activities of the said Club.

#### **FIRE AND EXPLOSION EXTENSION**

This Section is extended to cover **Your** legal liability arising out of fire or explosion (other than explosion of steam boiler or other **Vessels** or apparatus under steam pressure) and occurring in or about **Your** Premises.

#### **FIRST AID FACILITIES CLAUSE**

This Section is extended to cover **Your** legal liability arising out of provision of first aid facilities by **You** but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any **Employee** or voluntary worker of any hospital or ambulance organisation.

#### **FOOD AND DRINK POISONING CLAUSE**

This Section is extended to cover **Your** legal liability in respect of accidental bodily injury or poisoning arising from anything harmful or defective in food or drink sold or supplied by **You** in the Business at the Premises stated in the **Schedule**.

**We**, however, shall not be liable for any claim caused by or arising out of any defective design or error in formula or specification of any of the food and drinks processed or manufactured by **You** or any defect or deficiency for which **You**, **Your** servants or agents has knowledge of or has reason to suspect at the time when the said food and drinks passed from **Your** control and actual physical custody or any person in **Your** direct services.

#### **GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE**

This Section does not cover any liability for:-

- (a) Personal injury, bodily injury, financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **Pollutants**;
- (b) The cost of removing, nullifying or cleaning up **Pollutants**;
- (c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of **Pollutants**.

This Section shall cover **Your** legal liability otherwise excluded under paragraph (a) in respect of bodily injury or loss of or damage to property, and paragraph (b) arising from a sudden identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place.

#### **GUESTS EFFECTS EXTENSION**

This Section is extended to cover **Your** legal liability in respect of loss or damage to the personal effects of **Your** guests occurring at the Premises.

**Our** liability under this Extension shall not exceed RM500.00 any one event.

#### **INDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE**

If any legal liability claim is made upon any of **Your** Director and/or Executive and the claim is such that if made upon **You** and **You** would be entitled to indemnity under this Section, **We** will indemnify the said Director and/or Executive in respect of such claim.

Provided that: -

- (a) such Director and/or Executive is not entitled to indemnity under any other Policy.
- (b) this clause shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of or in the course of such person's employment or service with the Director and/or Executive.
- (c) such Director and/or Executive shall as though he were **You** observe fulfil and be subject to the terms conditions and exceptions limits of this Section so far as they can apply.
- (d) this clause shall not increase **Our** Limit of Liability stated in the **Schedule**.

#### **LOADING AND UNLOADING ENDORSEMENT**

This Section is extended to cover **Your** legal liability in respect of death, bodily injury and/or damage

- (a) caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading or the taking away of the load from the vehicle after unloading.
- (b) caused by any article or part of the load falling from any mechanically propelled vehicle not licensed for use on public road.

#### PRIVATE WORKS FOR DIRECTORS EXECUTIVES CLAUSE

This Section is extended to cover **You** and any of **Your** Director or Executive legal liability in respect of the employment or private duties of any **Your Employee** by such Director or Executive.

Provided that:-

- (a) such Director or Executive is not entitled to indemnity under any other Policy of Insurance.
- (b) this clause shall not apply to or include liability in respect of injury to any person under a contract of services or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- (c) such Director and/or Executive shall as though he were **You** observe, fulfil and be subject to the terms conditions and exceptions limits of this Section so far as they can apply.
- (d) this clause shall not operate to increase **Our Limit of liability** stated in the **Schedule**.

#### STRIKE RIOT AND CIVIL COMMOTION ENDORSEMENT

This Section is extended to cover **Your** legal liability arising out of or caused by the act of any of **Your Employees** taking part together with others in any disturbance of the public peace in connection with strike or lock-out.

Provided always that **We** shall not be liable for 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: -

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

This **Endorsement** also excludes liability, 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 liability, loss, damage, cost or expense is not covered by this **Endorsement**, the burden of proving the contrary shall be upon **You**.

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

#### UNLICENSED VEHICLES EXTENSION

This Section is extended to cover unlicensed vehicles not requiring a Certificate of Insurance under the Road Transport Act 1987, where the use of the vehicle is confined to **Your** premises to which the public has no right or access.

This Section is extended to cover the use of unlicensed vehicles within the Territorial Limit. However, **We** shall not be liable for any liability howsoever incurred whilst the vehicle is being used on a road as defined in the Road Transport Act 1987.

#### WORK 'AWAY' RISKS CLAUSE (EXCLUDING PROJECT RISKS)

The Section is extended to cover **Your** legal liability in respect of accidents arising out of the engagement of work undertaken by **You** or the persons in **Your** service in the course of the business within the Territorial Limits but away from the defined Premises.

#### WORLDWIDE (EXCLUDING USA & CANADA) EXTENSION FOR DIRECTORS/EMPLOYEES CLAUSE

This Section is extended to **Your** legal liability for all sums which **You** shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of **Your** Directors/**Employees** whilst engaged on **Your** business anywhere in the world but excluding USA and Canada.

Provided that **Our** liability shall not exceed the **Limit of Indemnity** stated under this Section.

### SECTION E - EMPLOYER'S LIABILITY INSURANCE

#### COVERAGE

If any person under a contract of service or apprenticeship sustains bodily injury or disease during the **Period of Insurance** arising out of and in the course of his service or apprenticeship with **You** in **Your** Business, **We** will indemnify **You** against all sums for which **You** shall be liable, including the claimant's costs and expenses and for all other costs and expenses incurred with **Our** prior written consent.

In the event of **Your** death, **We** will also indemnify **Your** legal personal representative(s) in respect of liability incurred by **You** provided that such personal representative(s) shall observe, fulfil and be subject to the terms, conditions and exceptions of this Policy in so far as they apply.

## EXCEPTIONS

**We** will not pay for:

1. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. **Your** liability to **Employees**, servants, personal representatives or apprentices of **Your** contractors.
3. any sum which **You** are unable to recover from a party because of an agreement between **You** and such party.
4. any injury by accident or disease attributable to war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
5. any injury by accident or disease sustained outside the Geographical Area stated in the **Schedule**.
6. any liability to compensate an **Employee** or the legal personal representatives or dependants of an **Employee** under any Workmen's Compensation Laws.  
Workmen's Compensation Laws means the applicable Workmen's compensation laws shall refer to the WORKMEN'S COMPENSATION ACT 1952 and any subsequent amendments or related orders, regulations and guidelines.
7. any liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
  - i. nuclear weapons material; or
  - ii. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception, combustion shall include any self-sustaining process of nuclear fission.

## CONDITIONS

1. **You** shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
2. In the event of any occurrence which gives rise or may give rise to a claim under this Section, **You** shall as soon as possible notify **Us** with full particulars. Every letter, claim, writ summons and/or process shall be forwarded to **Us** immediately upon **Your** receipt. **You** shall also notify **Us** immediately when **You** have knowledge of any impending prosecution, inquest or fatal enquiry in connection with any such occurrence. **We** will not be liable for any claim if such notification is not received within thirty (30) days of the happening of the event.
3. No admission, offer, promise or payment shall be made by or on **Your** behalf without **Our** prior written consent. **We** may in **Your** name, take over and conduct the defence or settlement of any claim, prosecute for **Our** own benefit any claim for indemnity, damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and/or in the settlement of any claim and **You** shall give all such information and assistance as **We** may require.
4. The gross **Premium** and all renewal **Premiums** that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by **You** to **Your Employees** during each **Period of Insurance**. The name of every **Employee** together with the amount of wages, salary and other earnings shall be properly recorded and **You** shall at any time allow **Us** to inspect such records and supply **Us** with a correct account of all such wages, salaries and other earnings paid during any **Period of Insurance** within one (1) month from the expiry date of such **Period of Insurance**. If the amount so paid shall differ from the amount on which **Premium** has been paid, the difference in **Premium** shall be met by a further proportionate payment to **Us** or by a refund from **Us** as the case may be.

## CLAUSES/EXTENSIONS

### COMMON LAW CLAUSE

The amount of **Our** liability under Common Law shall be limited to RM5 million any one accident or a series of accident arising out of one event.

### EMPLOYEE TO EMPLOYEE EXTENSION CLAUSE

If any person under a contract of service or apprenticeship with **You** shall sustain bodily injury by accident or disease caused during the **Period of Insurance** and arising out of and in the course of his employment by **You** in the business stated in the **Schedule**, **We** will at **Your** request indemnify any other of **Your Employee** engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with **Our** written consent.

Provided that the **Employee** claiming to be indemnified shall as though he were **You** observe, fulfil and be subject to the terms of the Section insofar as they can apply.

### TEMPORARY VISITS OVERSEAS (EXCLUDING USA & CANADA) CLAUSE

This Section extends to cover **Your** legal liability to **Your** directors and/or **Employees** in respect of travel out of the Geographical Area anywhere in the world except USA and Canada in connection with the carrying on of any of **Your** business stated in the **Schedule** but excluding liability attributable to intoxication, consumption of drugs unless on medical advice, liability in respect of injury or damage caused by or in connection with or arising from the use or driving of motor vehicles.

## SECTION F - BURGLARY INSURANCE

### COVERAGE

During the **Period of Insurance**, subject to the terms, conditions and exceptions stated in this Policy, **We** will indemnify **You** up to the **Sum Insured** for:

- A. Loss of property insured (up to the market value of such property at the time of loss) contained in the **Premises**:
  - 1. By theft consequent upon actual forcible and violent entry into the **Premises** or committed by any person or persons (other than **Your Employees**) feloniously concealed on the **Premises**, or
  - 2. By being wrongfully taken or carried away from the **Premises** with felonious intent (only for private residences and / or residential flats as stated in the **Schedule**); or
- B. Net Cost of repairing any damage to the property insured or the **Premises** due to such theft or attempted theft, up to a maximum of 5% of the total **Sum Insured**.

### EXCEPTIONS

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

- 1. due to theft or attempted theft by **Your** family, domestic servants or any person lawfully on the **Premises** except as provided for in Coverage Section (A) (2).
- 2. due to:
  - 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 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. to cash bank notes, cheques, coins, medals, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, securities for money, stamps, documents of any kind, books of account, motor vehicles or accessories unless specifically included in the **Schedule**.
- 4. arising whilst the **Premises** are unoccupied for a period exceeding thirty (30) consecutive days or are occupied other than as stated in the **Schedule**.
- 5.
  - 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. **You** must take all reasonable precautions to prevent loss and damage.
- 2. Upon the happening of any event giving rise or likely to give rise to a claim under this Section, **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 all practicable steps and at **Our** expense, execute and do all assurances and things as **We** may reasonably require, to discover the guilty person(s) and to recover the property lost.
  - c. immediately lodge a police report and furnish **Us** a copy.
  - d. for claims of larceny or theft, prove that the property insured was actually lost by larceny or theft and not merely misplaced or missing.
- 3. If **We** choose to pay for the loss of **Your** property as stated in Coverage (A), then upon paying **Your** claim for loss of property, such property will belong to **Us**.
- 4. 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.
- 5. Immediately upon a claim, the **Sum Insured** in the Section 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 current **Period of Insurance**, unless **We** agree to reinstate the full **Sum Insured** upon **Your** payment of additional **Premium**.

### CLAUSES/EXTENSIONS

#### ARMED ROBBERY/HOLD UP EXTENSION

This Section is extended to cover the risk of armed robbery/hold up inside the **Premises** described herein. The words 'armed robbery/hold up' shall mean taking of insured property:

- (1) by violence inflicted upon a custodian.
- (2) by putting him in fear of violence.
- (3) from the custodian who has been killed or rendered unconscious.



## CONTRACT PRICE CLAUSE

Goods sold but not delivered for which **You** are responsible and which under the conditions of the sale, the sale contract is cancelled by reason of any peril hereby insured against, either wholly or to the extent of the loss or damage, **Our** liability shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would be applicable, the same basis shall be used.

## SECTION G - ALL RISKS INSURANCE

### 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.

### EXCEPTIONS

**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), 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. 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. **You** must take all reasonable precautions to prevent loss and damage.
2. Upon the happening of any event giving rise or likely to give rise to a claim under this Section, **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.
3. **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.
4. 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.
5. Immediately upon a claim, the **Sum Insured** in the Section 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**.

## CLAUSES/EXTENSIONS

### CAPITAL ADDITIONS CLAUSE (EXCLUDING STOCK-IN-TRADE AND 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 Section 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**.

### 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.

### UNLICENSED VEHICLES EXTENSION

This Section 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.

## SECTION H – EQUIPMENT INSURANCE

### 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 Section, **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 sustained to the Equipment: -
  - a. 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), 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. 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. **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**.
2. Upon the happening of any event giving rise or likely to give rise to a claim under this Section, **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 thirty (30) days of the happening of the event.
3. 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.
4. **You** shall not make good any loss or damage or negotiate, admit, settle or repudiate any claim without **Our** prior written consent.
5. **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.
6. 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.
7. Immediately upon a claim, the **Sum Insured** in the Section 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**.

## CLAUSES/EXTENSIONS

### LAND TRANSIT EXTENSION CLAUSE

This Section is extended to cover loss of or damage to the equipment insured whilst in course of transit, occasioned by the carrying land vehicle being on fire, derailed, overturned or in a collision, struck by lightning or other accident to the vehicle such as involuntarily leaving the road and breaking of bridges. Accidental damage caused during loading and unloading is also covered.

### UNLICENSED VEHICLES EXTENSION

This Section 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.

## CLAUSES/EXTENSIONS (APPLICABLE TO SPECIFIC SECTIONS)

### ALTERATIONS AND REPAIRS CLAUSE [Applicable to Sections F & G]

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 [Applicable to Sections G & H]

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.

### ASBESTOS EXCLUSION CLAUSE [Applicable to Sections D & E]

This Section shall not apply to any liability or claim(s) in respect of loss directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

### COMMUNICABLE DISEASE EXCLUSION (LMA5393) [Applicable to All Sections]

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 [Applicable to Sections A,C,F,G & H]

**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'.

### DESIGNATION CLAUSE [Applicable to Sections C, F, G & H]

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.

**EXCESS CLAUSE (APPLICABLE ONLY IF EXCESS IS INVOLVED) [Applicable to All Sections]**

**You** shall be responsible for the amount of Excess stated in the **Schedule/Endorsement** in respect of each and every claim, as ascertained after the application of any Condition of Average, under this Policy. If **We** had paid any part or all of the Excess to effect settlement of any claim or suit and upon notification of the action taken, **You** shall promptly reimburse **Us** for such part or all of the Excess paid by **Us**.

**FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION CLAUSE [Applicable to Sections D & E]**

This Section shall not indemnify **You** in respect of fines, penalties or claims relating to punitive or exemplary damages.

**FIRST LOSS EXCLUDING AVERAGE CLAUSE [Applicable to Sections C & F]**

This Section is issued as a First Loss Insurance on the property as described in the **Schedule/Endorsement** of this Section up to the First Loss Sum Insured as stated in the **Schedule/Endorsement** and Condition 7 of Section C and Condition 4 of Section F is deemed to be deleted. Provided that **Our** liability shall not exceed the First Loss Sum Insured stated in the **Schedule/Endorsement** during the **Period of Insurance**.

**INDUSTRIES, SEEPAGE, POLLUTION & CONTAMINATION CLAUSE [Applicable to Sections A,B,C,F,G & H]**

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

**INTERNAL REMOVAL CLAUSE [Applicable to Sections F & G]**

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.

**JURISDICTION CLAUSE (MALAYSIA) [Applicable to Sections D & E]**

**We** shall not be liable to pay for:-

- (i) Compensation for damages in respect of judgements not delivered or obtained from a court of competent jurisdiction within Malaysia.
- (ii) Costs and expenses of litigation recovered by any claimant from **You** which are not incurred in and recoverable in Malaysia.

**MARKET VALUE CLAUSE [Applicable to Sections G & H]**

In the event of a loss to the property insured herein, **Our Limit of Indemnity** shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Section. For the purpose of this Clause, the term Market Value shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

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

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

**NUCLEAR ENERGY RISKS EXCLUSION CLAUSE [Applicable to All Sections]**

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.

#### OTHER CONTENTS CLAUSE [Applicable to Sections F & G]

This Section 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 RM250.00
- (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 RM250.00 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 RM250.00.
- (d) Patterns, moulds, models, plans and designs, for an amount not exceeding the amount RM250.00 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 RM250.00 in respect of any one **Employee**.

#### PAIRS AND SETS CLAUSE [Applicable to F & G]

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.



**PAYMENT ON ACCOUNT CLAUSE [Applicable to All Sections]**

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

**PREMIUM WARRANTY [Applicable to All Sections]**

**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) days 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) [Applicable to All Sections]**

- 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) 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 [Applicable to All Sections]**

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
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**REINSTATEMENT VALUE CLAUSE (EXCLUDING MACHINERIES AND/OR EQUIPMENT MORE THAN 7 YEARS OLD /STOCK-IN-TRADE) [Applicable to Sections C & F]**

In the event of the property insured under item No(s) (as stated in the **Schedule/Endorsement**) of the within Section being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Section 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 Section 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 twelve (12) months after the destruction or damage, or within such further

time as **We** may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would have been payable under the Section 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 Section 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 Section, then **You** shall be considered as being **Your** own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Section (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, **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 Section 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)**

##### **[Applicable to Sections C, F, G & H]**

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

- (i) removal of debris
- (ii) dismantling and/or demolishing
- (iii) 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 Section.

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

#### **REPLACEMENT PARTS CLAUSE [Applicable to Sections F, G & H]**

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's works 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 [Applicable to All Sections]**

**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 ENDORSEMENT [Applicable to Sections A, C, F, G & H]**

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

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

This **Endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (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 **Endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **TEMPORARY REMOVAL CLAUSE (OTHER PROPERTY EXCLUDING STOCK-IN TRADE AND MERCHANDISE)**

##### **[Applicable to Sections F, G & H]**

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

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

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

- (i) motor vehicle and Motor Chassis.
- (ii) property (other than machinery and plant) held by **You** in trust.

#### **TEMPORARY STORAGE CLAUSE [Applicable to Sections F, G & H]**

The property (excluding buildings) insured under this Section is covered whilst temporarily stored anywhere in Malaysia, the Republic of Singapore or Brunei Darussalam 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).

#### **THEFT BY DECEPTION (CHEATING) CLAUSE [Applicable to Sections A, F, G & H]**

**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'".

#### **VEHICLE LOAD CLAUSE [Applicable to Section F & G]**

This Section is extended to cover **Your** vehicles being left loaded overnight whilst in or on the **Premises** described in the **Schedule/Endorsement**. **We** will indemnify **You** in respect of such load in the event of loss or damage by any of the perils insured against by this Section.

#### **WAR AND TERRORISM EXCLUSION [Applicable to All Sections]**

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.

#### GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

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. In the event of a claim there is any other insurance covering the same property or loss, damage or liability, **We** will only pay **Our** rateable proportion of the loss, destruction, damage or liability.
4. 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.
5. 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**.
6. 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.
7. This Policy shall be governed by and interpreted in accordance with Malaysian law.
8. It is a condition precedent that payment of claims under this Policy is dependent upon observance of its terms and conditions by **You**.

#### CANCELLATION

**You** may cancel this 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 pro-rated **Premium** to **You** for the unexpired **Period of Insurance**, provided no claims have been made under the Policy and subject to a minimum **Premium** of RM200.00. **We** may cancel this Policy by giving **You** fourteen (14) days' notice in writing to **Your** last email address or correspondence/registered address known to **Us**, and refund the pro-rated **Premium** to **You** for the unexpired **Period of Insurance**.