



## Policy

# Storage Tank

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

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

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ESA0324

## IMPORTANT NOTICE

This is your Storage Tank Insurance 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.berjaysompo.com.my](http://www.berjaysompo.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 Sampo 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:

### OMBUDSMAN FOR FINANCIAL SERVICES

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

### LANAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK,  
Bank Negara Malaysia,  
P.O. Box 10922,  
50929 Kuala Lumpur  
Tel : 1-300-88-5465 / 03-2174 1717 (Overseas)  
Fax : 03-2174 1515  
eLINK : <https://bnmlink.bnm.gov.my/>

**For Non-Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)**

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sompo Insurance Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

**WHEREAS** the Insured named in the Schedule hereto has applied to the Insurers and has paid or agreed to pay the Premium stated in the Schedule as consideration for the indemnity hereinafter contained

**NOW THIS POLICY WITNESSES THAT** subject to the terms limitations and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in respect of loss damage or liability as detailed in the Specification arising from any event occurring during the Period of Insurance

**PROVIDED ALWAYS THAT**

1. the due observance and fulfilment of the Conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of the Insurers under this Policy
2. this Policy shall not cover
  - (i) Damage directly or indirectly occasioned by happening through or in consequence of War Invasion Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared or not) Civil War Mutiny Insurrection Rebellion Revolution Conspiracy Military Naval 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 Confiscation Destruction Requisition by order of the Government or any Public Authority Riot Civil Commotion Strike Lock-Out or directly indirectly caused by persons taking part in Labour Disturbances or Malicious Persons acting on behalf of or in connection with any Political Organisation
  - (ii)
    - (a) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
    - (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission

The Indemnity or compensation provided by this Policy shall not apply to nor include any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
  - (iii) Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
3. The liability of the Insurers shall not exceed the limit of Liability expressed in the Specification

For the purpose of this insurance, the Tanks described in the Schedule does not embrace any masonry, brickwork and foundations unless specifically described in the Schedule.

**SPECIFICATION**

**SECTION I - DAMAGE TO TANKS**

The insurance by this Section is in respect of accidental damage to the Tanks described in the Schedule herein caused by bursting, splitting, rupture or collapse or any other cause of damage immediately prevents or makes unsafe its continued use.

Provided that the amount of liability under this Section shall not exceed in respect of each or any of the Tanks in any one Period of Insurance the sums insured set opposite thereto respectively in the said Schedule.

## **EXCEPTIONS**

No liability shall attach under this Section irrespective of the original cause for

1. the excess as specified in the Schedule of the Policy for losses in respect of which the Insured is indemnified by this section
2. damage cause by fire, lightning, flood, explosion or aircraft
3. wear and tear, wearing away wasting of the material or gradual deterioration
4. damage due to subsidence or other ground movement or displacement
5. the cost of re-levelling any Tank unless necessitated solely by an accident causing damage to the said Tank
6. damage during dismantling or erection or caused by or arising out of any process of cleaning, repairing or testing

## **SECTION II - LOSS OF CONTENTS**

The insurance by this Section is in respect of the loss of contents of any Tank described in the Schedule herein directly arising from damage to the said Tank for which liability is admitted under Section I.

Provided that the amount of liability under this Section shall not exceed in any one Period of Insurance the sum insured set against such tank in the said Schedule.

## **EXCEPTIONS**

No liability shall attach under this Section for

1. the excess as specified in the Schedule of the Policy for losses in respect of which the Insured is indemnified by this Section.
2. gradual losses by seepage evaporation or any form of normal trade loss.

## **CONDITIONS**

### **(I) OBLIGATIONS OF THE INSURED**

1. The Insured shall take all necessary steps to ensure that the machines are maintained in good working order and that they are not habitually or intentionally overloaded and that Government and other regulations relating to the operation of machinery are observed
2. Notice of any intended alteration of or departure from normal working conditions which would affect the risk of damage must be given to the Insurers. If the Insurers cannot approve such modification the Insurers may cancel the insurance in respect of the machines concerned making a proportionate return of premium
3. The Insured shall allow the duly authorised representative of the Insurers to examine the machines insured under the Policy at any reasonable time. If during inspection by an authorised representative of the Insurers of the Plant insured under this Policy any new facts of a nature likely to enhance the risk are observed the Insured must at the request of the Insurers restore the risk to normal within the least possible time failing which the Insurers reserves the right to suspend the insurance by registered letter.

### **(II) DUTIES FOLLOWING AN ACCIDENT**

1. On the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall:
  - (a) give immediate notification to the Insurers
  - (b) exercise all means in his power to limit the loss to salvage the insured items and to ensure their preservation
  - (c) if called upon to do so by the Insurers deliver to the Insurers within 15 days a statement in writing of all particulars and details reasonably practicable and furnish all such vouchers proofs explanations and other evidence as may be reasonably required by the Insurers.

Unless notification as required in paragraph (a) be received by the Insurers within three days of the occurrence which gives rise to the claim coming to the notice of the Insured the Insurers will be under no liability for any loss or damage occurring in connection with such event and further if the claim be in any respect fraudulent or any false declaration be made or used in support thereof all benefit under this Policy is forfeited.

2. The Insured may proceed with the repair of any machine provided that Section I above is complied with that the carrying out of such repair is without prejudice to any question of liability of the Insurers and that damaged part requiring replacement is kept for inspection by the Insurers

### **(III) AMOUNT INSURED, INDEMNIFICATION, UNDER-INSURANCE**

1. By express agreement between the parties the sum insured for each item must be equal to the new replacement value including cost of transport erection and customs dues if any
2. If at the time of the damage the sum insured be lower than the amount fixed as above the liability of the Insurers for any amount otherwise indemnifiable under this insurance will be limited in the proportion which the sum insured bears to the new replacement value
3. The Insured is held to bear in respect of each and every loss under this Policy the amount of the excess set opposite to each or any of the items specified in the Schedule



4. In cases where the damage can be repaired the basis of indemnification shall be the cost of restoration to working order based on the customary daily rates of wages in the district together with normal sea and land freight and erection costs and customs dues
5. Extra charges for express delivery overtime Sunday and holiday rates of wages are only paid if special provision has been made in the Policy
6. The value of the damaged parts which can be used again in any way whatsoever will be deducted
7. Costs of alterations additions improvements and overhauls carried out on the occasion of a repair are payable by the Insured
8. In cases where the insured item is totally destroyed the basis of indemnification shall be the value of the item immediately before the accident together with the cost of removing the damaged machinery but less the value of the remains. The insured item shall be regarded as totally destroyed if the repair costs as defined above equal or exceed its value immediately before the accident. By the word "value" is meant new replacement value subject to a reasonable deduction for use
9. If a temporary repair is carried out without the consent of the Insurers the cost thereof and all consequences arising therefrom are to be borne by the Insured
10. Where the damage is restricted to a part or parts of an insured item the Insurers shall in no event be liable for an amount greater than the value of such part or parts allowed for in the sum insured plus dismantling re-erection and freight expenses. In the event of the Maker's drawings patterns and core boxes necessary for the execution of a repair not being available the Insurers shall not be liable for the cost of making any such drawing patterns and core boxes

**(IV) TRANSFER OF INTEREST**

No transfer of interest in any time insured by this Policy shall affect or be binding on the Insurers unless notice thereof shall have been given and the Company's consent thereto in writing first obtained

**(V) OTHER INSURANCES**

The Insurers shall not be liable for any loss damage or liability which at the time of the happening of such loss damage or liability is insured by or would but for the existence of this Policy be insured by any other Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected

**(VI) RECOURSE**

The Insurers shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceedings it may consider necessary for the purpose of recovering compensation from any third party in respect of anything covered by this Policy and the Insured shall at the Insurer's expense furnish all such assistance as may reasonably be required by the Insurers in connection with such proceedings

**(VII) TERMINATION OF INSURANCE**

The Insured may cancel this Policy at any time by giving notice in writing to the Insurer. Such notification shall become effective from the date the Insurer receives the notice or on the date specified in the notice, whichever is later. The Insurer will refund the pro-rated premium to the Insured for the unexpired Period of Insurance, provided no claims have been made under the Policy and subject to a minimum premium of RM250.00.

The Insurer may cancel this Policy by giving the Insured 14 days' notice in writing to the Insured's email address or address known to the Insurer, and refund the pro-rated premium to the Insured for the unexpired Period of Insurance.

**(VIII) ARBITRATION**

All differences as to the rights duties and obligations of the Insured or the Insurers in any way relating to or arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties or in the case of disagreement between the Arbitrators to the decision of an Umpire to be appointed in writing by the Arbitrators before entering on the reference and unless and until an Award has been made no liability shall attach to the Insurers and such Award shall be a condition precedent to any right of action against the Insurers in respect of any claim.

Unless any such action or suit be commenced within six months of the making of an award the Insurers shall not be liable to make any payment in excess of the amount of the award.

In no case whatever shall the Insurer be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

## SPECIAL CONDITIONS

The Insured shall at the end of each month render declaration to the Insurers of the average price per ton of the Contents of the tanks coverage by this Policy.

The Premium stated in the Schedule shall be regarded as a deposit. If at the end of any Period of Insurance the premium payable calculated on the basis agreed between the Insured and the Insurers on the declaration made during or for such period exceeds or falls short of the deposit then the Insured shall pay or the Insurers shall refund the difference as the case may be.

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

### COMMUNICABLE DISEASE EXCLUSION (LMA5397)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. 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:
  - 2.1. 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
  - 2.2. 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
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

### INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE (NMA1685) - sudden & accidental

This Insurance does not cover any liability for:

1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
3. Fines, penalties, punitive or exemplary damages.

Provided always that the liability of the Insurers under paragraph (1) and (2) above shall not exceed the limit stated in Section II of the Policy or RM1,000,000 whichever amount is lower.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

### PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurers within sixty (60) days from the inception date of this Policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurers shall be entitled to the pro rate premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurers, the payment shall be deemed to be received by the Insurers for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurers.

### PROPERTY CYBER AND DATA EXCLUSION (LMA5401)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. cyber loss;
  - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any, Data including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
  - 6.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
  - 7.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### **RADIOACTIVE / NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This insurance does not cover 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. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA3100)**

No Insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer 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.

### **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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 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 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 the Insurer alleges that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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