

## SECTION 5

SPECIAL/EXTRANEIOUS PERILS CLAUSES AND  
ENDORSEMENTS

## 1. AIRCRAFT DAMAGE

a) Rate: 0.005%

## b) Endorsement Wording

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**SPECIAL CONDITIONS**

- (1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
- (2) This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

Subject otherwise to the terms and conditions of the policy.

**Note :** Members are permitted to delete Special Condition (2) of the Aircraft Damage Endorsement subject to a minimum additional premium of 0.003% per annum.

The above provision for deletion is applicable only to insured buildings with helipads located either on roof-top or ground level.

## 2. EARTHQUAKE AND VOLCANIC ERUPTION

a) Rate : 0.010%

## b) Endorsement Wording

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.

Provided always that all the Conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

Subject otherwise to the terms and conditions of the policy.

**3. STORM, TEMPEST**

a) **Rate** : 0.015%

b) **Endorsement Wording**

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

**Excess Clause**

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
- (b) RM200.00

whichever shall be the less, as ascertained after the application of any condition of average.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property,
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

**SPECIAL CONDITIONS**

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

2. This endorsement does not extend the insurance under this Policy to cover:-
- (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing 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.
4. Unless specifically and separately insured this endorsement does not cover:-
- (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
  - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the policy.

**4. FLOOD**

**a) Rate : 0.086%**

**b) Endorsement Wording**

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

**Note:** Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding loss or damage caused by subsidence or landslip.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

#### **Excess Clause**

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by the peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
- (b) the first RM2,500.00 of each and every loss.

whichever shall be the less, as ascertained after the application of any condition of average.

It is further agreed that this Clause shall apply separately to:-

- (i) each property, for which purpose all insured properties at the same address will be regarded as one property,
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### **SPECIAL CONDITIONS**

1. This endorsement does not extend the insurance under this Policy to cover:-
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing 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.
3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.

## 5. EXPLOSION

### a) Rate :

- |      |                                |   |        |
|------|--------------------------------|---|--------|
| i)   | Industrial without boilers     | : | 0.006% |
| ii)  | Industrial with boilers        | : | 0.008% |
| iii) | Non-industrial without boilers | : | 0.005% |
| iv)  | Non-industrial with boilers    | : | 0.008% |

### b) Endorsement Wording

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s) .....of) this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of the Policy (except in so far as Condition No: 8 (h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

### SPECIAL CONDITIONS

- 1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.

For the purpose of this Condition, 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.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such a loss or damage is covered shall be upon the Insured.

- 2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- 3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured or would, but for the existence of this extension, be insured by any other existing 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.

Subject otherwise to the terms and conditions of the policy.

## 6. IMPACT DAMAGE

### a) Rate :

- i) Excluding Insured's own vehicles : 0.004%
- ii) Including Insured's own vehicles : 0.004%

### b) Endorsement Wording

#### I) Impact Damage Excluding Insured's Own Vehicles

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals not belonging to or under the control of the Insured or any member of this family, or any person in and upon the Insured's service, provided that the first RM50.00 of each and every claims under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

**II) Impact Damage Including Insured's Own Vehicles**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

**Note:** Underwriters may at their discretion, insert the words ".....forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks....." immediately after the words ".....road vehicle....."

**7. BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES****a) Rates :**

- i) Buildings exceeding five (5) storeys (including mezzanine) : 0.006%
- ii) Others : 0.005%

**b) Endorsement Wording**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding:-

- a) loss or damage caused whilst the premises are untenanted.
- b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.

- c) the first RM1000.00\*\* of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

\*\* Where the sum insured is less than RM50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

#### **SPECIAL CONDITIONS**

1. The liability of the Company shall in no case under this endorsement exceed the sum insured by each item of the policy.
2. This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the policy.
3. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

Subject otherwise to the terms and conditions of the policy.

**Note :** It is not permissible to waive or reduce the excess.

#### **8. ELECTRICAL INSTALLATIONS**

##### **a) General Rule :**

It is obligatory that the Electrical Installation Clause 8-1A be included in all policies covering manufacturing risks and workshops.

Where an insurance is required to cover Electrical Machinery, Plant or Installations against destruction or damage by over-running, excessive pressure, short-circuiting, self-heating, arching or leakage of electricity, they must be covered by a separate item at a rate of not less than 0.056% per annum extra and subject to Electrical Installation Clause 8II (B).



**Note :** (i) It is prohibited to issue the EIC 8-II(B) to cover only part of the sum insured on the electrical machinery, plant or installations as this would be construed as a "First Loss" cover.

(ii) It is not necessary to apply EIC 8-I(A) for non-manufacturing and non-workshop risks as the policy would be deemed covered for electrical plant and installations.

(iii) Where the insured insist in inserting EIC 8-II(B) on the policy, the premium in accordance with the second paragraph above is to be charged accordingly.

**I) Electrical Installations Clause (A)**

**b) Rate : NIL**

**c) Endorsement Wording**

This Company is expressly declared to be free from liability for loss of or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the policy.

**II) ELECTRICAL INSTALLATIONS CLAUSE (B)**

**c) Rate : 0.056%**

**d) Endorsement Wording**

Loss or damage by fire to the electrical appliances and installation insured by (Item(s) .....of) this Policy arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

Subject otherwise to the terms and conditions of the policy.

**9. BUSH/LALANG FIRE**

a) **Rate** : 0.005%

b) **Endorsement Wording**

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 8(i) of the Policy, the insurance is extended under Item No..... to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the Insured's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

**10. SUBSIDENCE AND LANDSLIP**

a) **General Rule** :

It is permissible to delete Exclusion (a) under the standard cover subject to the following conditions :-

1. A separate sum insured on the properties insured must be nominated.
2. A loading of 25% on the subsidence and landslip rate calculated on the sum insured for the properties nominated and the use of Endorsement 10(b) (II) is obligatory.

b) **Rate** :

- |      |  |   |                    |
|------|--|---|--------------------|
| (I)  | Standard cover                                       | : | 0.081%             |
| (II) | Deletion of exclusion(a)<br>under the standard cover | : | 25% loading of (I) |

c) **Endorsement Wording**

(I) **Standard Cover**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:-

- a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.

- c) loss or damage occasioned by happening through, or in consequence of:
- \* coastal or river erosion.
  - \* demolition, structural alteration or structural repair.
  - \* defective design or inadequate construction of foundations.
- d) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

**(II) Deletion of Exclusion (a) under Standard Cover**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding :-

- a) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- b) loss or damage occasioned by happening through, or in consequence of :
- \* coastal or river erosion.
  - \* demolition, structural alteration or structural repair.
  - \* defective design or inadequate construction of foundations.
- c) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the sum insured by each item on the property insured less the amount excluded under (c) above.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

**11. SPONTANEOUS COMBUSTION**

a) **Rate** : 0.081%

b) **Endorsement Wording**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s).....of) the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured by fire only caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**Note** : The words "by fire only" may be deleted in respect of insurances on coal.

**SPECIAL CONDITIONS**

- (1) The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the policy.
- (2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Policy.

Subject otherwise to the terms and conditions of the policy.

c) **Rate** : 0.161%

d) **Endorsement Wording**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (item(s) .....) of the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**SPECIAL CONDITIONS**

- (1) The liability of the Company shall in no case under this endorsement and the policy exceed the sum insured by each item of the policy.
- (2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the policy.

Subject otherwise to the terms and conditions of the policy.

**12. RIOT STRIKE AND MALICIOUS DAMAGE****a) Normal Period Rate :**

- i) Residential Properties : 0.010%
- ii) Other than Residential Properties : 0.014%

**b) Apprehensive Period Rate :**

When labour or other disturbances are imminent or active the Association may declare the normal period rates suspended as regards new business (not renewal or annual policies), as from a date then to be given. When the Normal Period Rates have been suspended, the Management Committee of the Association shall decide on such rates or conditions deemed appropriate and in such event and until otherwise notified, Members will be bound by the following conditions in dealing with applications for new Riot, Strike and Malicious Damage insurance made during the Apprehensive Period:-

1. On a first application for insurance a temporary cover, for a period of one month only, may be granted at the appropriate rate to be decided by the Association.
2. On the expiry of the one month temporary cover, insurance may be effected for periods of three (3) months or twelve (12) months at the appropriate rate to be decided by the Association.
3. Refunds of premium are not permissible where an insurance is cancelled at the request of an Insured except that where an insurance for twelve (12) months covering Stocks only is cancelled to conform to the cancellation of the ordinary Fire Insurance following disposal of the Stocks, a return of premium may be allowed in respect of the unexpired period of the policy on a pro rata temporis basis less 10 per cent. In no case, however, may the refund of premium exceed 50 per cent of the original premium.
4. It will be permissible for annual policies written at normal period rates falling due for renewal during a declared Apprehensive Period to be renewed at the normal period rate in force at the time of renewal.

5. For the purpose of these regulations, insurances which may be acquired after the declaration of an Apprehensive Period are not "new business" if the Insured concerned has before the declaration of the Apprehensive Period continuously covered all their properties against Riot, Strike and Malicious Damage, and provided also that such covers are in force at the time of such declaration.

**c) Endorsement Wording**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under\* this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to property insured\*\* directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
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 willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
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.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

**Note :** If certain items only of the Policy are to be insured against Riot and Strike, insert the words "items.....of" and "under the items hereinbefore referred to but none other" at \* and \*\* respectively.

**SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-

**Condition 5**

This insurance does not cover:-

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

**Condition 6**

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) any act terrorism

For this purpose 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.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

**Condition 8**

Unless otherwise expressly stated in the Policy this insurance does not cover:-

- a) Goods held in trust or on commission.
- b) Bullion or unset precious stones.
- c) Any curiosity or work of art for an amount exceeding RM500.00.
- d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books or accounts or other business books, or computer systems records.
- f) Explosives.

**Condition 11**

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

**Condition 20**

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared that:-

- 1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.



- 2) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

**13. DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM**

a) **Rate** : 0.010%

b) **Endorsement Wording**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured as ascertained after the application of any condition of average.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Policy.

**14. COLD STORAGE/INCUBATOR CLAUSE**

**I) Cold Storage/Incubator Clause (A)**

a) **Rate** : Nil

b) **Endorsement Wording**

This policy does not cover loss or damage to the property hereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant/incubating plant by fire or any other perils hereby insured.

Subject otherwise to the terms and conditions of the policy.

**II) Cold Storage/Incubator Clause (B)**

a) **Rate** : 0.100%

b) **Endorsement Wording**

Notwithstanding anything herein stated to the contrary, this policy covers loss or damage caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant/incubating plant by fire or any other peril hereby insured.

Subject otherwise to the terms and conditions of the policy.