

AIG Malaysia Insurance Berhad (795492-W)
formerly known as Chartis Malaysia Insurance Berhad
Level 18, Menara Worldwide, 198, Jalan Bukit Bintang,
55100 Kuala Lumpur, Malaysia.
603 2118 0188 Telephone
603 2118 0288 Facsimile



Dear Sir/ Madam,

We are now known as AIG Malaysia Insurance Berhad (795492-W) (*formerly known as Chartis Malaysia Insurance Berhad*). Henceforth all references to "Chartis" or "CMI" in these documents refers to AIG Malaysia Insurance Berhad with effect from 15 November 2012.

In line with our rebranding, we will also be moving to an exciting new office on 30 November 2012. Our new address is as follows:

Level 18, Menara Worldwide
198 Jalan Bukit Bintang
55100 Kuala Lumpur
T: 603 2118 0188 F: 603 2118 0288

You may continue to reach us from now until 30 November 2012 with our existing contact number and start contacting us at our new phone number stated above starting from 3 December 2012.

Thank you for choosing AIG as your insurance partner.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Harris".

Matt Harris

CEO

AIG Malaysia Insurance Berhad

POLICYWORDING

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General Terms and Conditions

1 Cover

- 1.1 The Company shall provide cover within the terms described within each of the Policy Sections shown as purchased on the schedule to this Policy.
- 1.2 The cover provided by each policy section purchased and shown on schedule shall be subject to
 - (a) the general terms and conditions set out below at Section 3;
 - (b) the limits of liability, sub-limits of liability, and retentions specified in the schedule;
 - (c) the exclusions, definitions and special conditions contained within each section
- 1.3 In the event of any conflict between these general terms and conditions, and any provision contained within any Policy Section, the provision contained within the Policy Section shall prevail for the purposes of the cover contained within that section only.

2 Definitions

- 2.1 **“Policy”**
means includes this document, the Policy Sections, insurance proposal, schedule, conditions, exclusions, terms, attachments, special specifications, warranties and policy endorsements which are deemed part of the same insurance contract.
- 2.2 **“Policy Sections”**
means the policy sections listed more particularly at Contents
- 2.3 **“Company”**
means Chartis Malaysia Insurance Berhad (795492-W)
- 2.4 **“Insured”**
means the entity named in the Schedule
- 2.5 **“Policy Period”**
means as stated in the Schedule

3 General Conditions

3.1 Premium Warranty Endorsement

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer 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 insurer shall be entitled to the pro rata premium on the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer 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 insurer.

Subject otherwise to the terms and conditions of this policy.

3.2 Warranty in Event of Fraud

Any fraud, misstatement or concealment in respect of this insurance or any claim hereunder shall render this Policy or the respective Certificates of Insurance as the case may be, null and void and Benefit due hereunder shall be or become forfeited.

3.3 Sanctions Clause

The Company is not liable to make any payment for liability under any coverage Sections of this Policy or make any payment under any extension for any loss or claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits of payments will be made to any beneficiary (ies) who is or are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate controlling entity.

3.4 War and Terrorism Exclusion Endorsement

Notwithstanding any other provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 organization(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 (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this

General Terms and Conditions

insurance the burden of proving the contrary shall be upon the Assured.

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

3.5 Property Damage Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy :-

- (a) Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.”

3.6 Jurisdiction Exclusion Clause

Unless specifically expressed, it is agreed that the insurance coverage afforded under all Sections above do not cover:

- (a) damages for bodily injury and/or property damage in respect of judgment not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
- (b) defense costs and/or costs and expenses of litigation recovered by any claimant from the Insured, which are not incurred in and recoverable in Malaysia.
- (c) any occurrences, claims made, suits filed or judgments rendered in the United States of America, its territories or possessions and Dominion of Canada.
- (d) countries under the sanction of the United States of America or Canada.

3.7 Date Recognition

It is noted and agreed this policy is hereby amended as follows:-

- (a) The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :

- (1) correctly recognize any date as its true calendar date ;
 - (2) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 - (3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).
 - (c) It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.
 - (d) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in (a), (b), (c) or (d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving Clause

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from insured peril as defined in the policy.

3.8 Effective Date:

The effective date of this Policy is as stated in the Policy Schedule.

3.9 Completeness Of Document:

This policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

3.10 Due Observance Of Policy Terms:

The due observance and fulfillment of the Terms of this Policy is so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

General Terms and Conditions

3.11 Communication:

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company

3.12 Alterations:

The Company reserves the right to amend the terms and provisions of this Policy and may at any time be amended and changed by written agreement between the Company and the Insured. Any amendment to this Policy shall be binding on all persons whether insured under this Policy prior to, during, or after the effective date of the amendment. No alteration in this Policy shall be valid unless approved by an authorized representative of the Company and such approval be endorsed herein.

3.13 Notice of Claim:

Written notice of claim must be given to the Company within fourteen (14) days after the date of loss. The Insured Member hereunder shall produce for the Company's examination pertinent documents at such reasonable times and shall co-operate with the Company in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim. Written notice of claim given by or on behalf of the Named Insured Member to the local Office of the Company, or to any authorized official of the Company providing information sufficient to identify the Insured Member shall be deemed notice to the Company. For convenience a notification format is attached at end of the Policy.

3.14 Proof of Loss:

Written proof of loss must be furnished to the Company at its said office within ninety (90) days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

3.15 Limitation of Claims:

No claim benefits shall be payable under this Policy if presented to the Company beyond a period of one (1) year from the date of loss.

3.16 Receipts:

The Company shall not be committed by any notice or any trust charge, a lien, assignment or other dealing with the Policy and the receipt of the Insured Member for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

3.17 Legal Proceedings:

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the Policy.

3.18 Action Against Company.

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until ninety days after the required proofs of loss have been filed with the company.

3.19 Subrogation.

The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

3.20 Changes.

Notice to any agent or knowledge possessed by any agent or by other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or change, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

3.21 Cancellation.

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.

3.22 Mis-Representation in Application:

The benefits shall not be payable and the Policy shall be considered voidable at the option of the Company in the event that (a) there has been a failure to disclose or there has been any misrepresentation of any fact with respect to the Insured or Insured Member that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or (b) in all cases of fraud.

3.23 Compliance with Policy Provisions:

Failure to comply with any of the provisions contained in this Policy and the Certificate of Insurance shall invalidate all claims hereunder.

3.24 Arbitration Clause

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other

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party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

3.25 Limitation of Time of Bringing Arbitration:

If a claim is made under the Policy and is rejected by the Company, the Insured or his/her legal personal representatives shall commence arbitration proceedings within six (6) months of such rejection, failing which the Company shall be discharged from all liability whatsoever for that claim.

3.26 Assignment:

No assignment of interest under this Policy shall be binding upon the Company.

3.27 Renewal:

This policy may be renewed upon receipt of renewal of premium and with the consent of the Company from term to term.

3.28 Terms of Policy Conformed to Statute:

Terms of this policy which are in conflict with the statutes of the country wherein this policy is issued are hereby amended to conform to such statutes.

3.29 Severability:

Any provision of this Policy or of any Section which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or Sections hereof.

3.30 Declaration:

By acceptance of this policy the insured agrees that the statements in the declarations are the agreements and representations of the insured, that this policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the insured and the company or any of its agents relating to this insurance.

3.31 Governing Law

This Policy is governed by Malaysian Law.

3.32 Bank Holiday/Public Holiday

Shall mean a day that is a gazetted national public holiday recognized in Malaysia.

Fire

1 Covers

- 1.1 IN CONSIDERATION of the Insured named in the Schedule hereto paying to Chartis Malaysia Insurance Berhad (795492-W) (hereinafter called "the Company") the Premium mentioned in the said Schedule.
- 1.2 THE COMPANY AGREES subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay or make good to the Insured the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damage.
- 1.3 PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.
- 1.4 PROVIDED ALWAYS that the due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2 Exclusions

2.1 Risks Not Covered

- (1) This Insurance does not cover:
 - (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Exclusion 2.4(f)] or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (2) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Exclusions 2.1(2) only combustion shall include any self-sustaining process of nuclear fission.

2.2 Perils Not Covered

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) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, 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.
- (e) any act of terrorism

Notwithstanding any other provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 organization(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 (1) and/or (2) above.

If the Company 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 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.

Fire

2.3 Liability Not Covered

This insurance does not cover any liability for:

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- (i) pollution or contamination which itself results from a contingency hereby insured against.
- (ii) any contingency hereby insured against which itself results from pollution or contamination.

2.4 Risks Not Covered Unless Expressly Included

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/-
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush,alang, prairie, pampas or jungle, and the clearing of lands by fire.

3 Definitions

No additional definitions apply to this Section of the Policy.

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

4.1 Misdescription

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

4.2 Receipts

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

4.3 Insurance with Other Companies

The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.

4.4 Fallen Buildings

All Insurance under this Policy

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
 - (a) of such building or of any part thereof,
 - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part, PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material. AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

4.5 Alterations and Removals

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.

Fire

- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

4.6 Marine Clause

This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

4.7 Occurrence of Fire

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:

- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) Particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

4.8 Expenses Incurred in Extinguishing Fires

The insurance under this policy extends to include:-

- (a) wages of the Insured's employees other than full-time members of a Works Fire Brigade.
- (b) the cost of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
- (c) Fire Brigade charges.

Provided always that the liability of the Company in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property.

4.9 Rights of Company Re Salvage

On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

4.10 Forfeiture

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of General Condition 3.24 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

4.11 Reinstatement

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Companys in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities,

Fire

and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

4.12 Market Value

In the event of a loss to the property insured (other than stock and building item) herein, the Company shall pay 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 policy. For the purpose of this condition, 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 condition be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent authorized broker, authorized distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Insurance Act 1996 or Registered Valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer authorized sole agent or agent, authorized broker, authorized distributor, building contractor, Loss Adjuster licensed under the Insurance Act 1996 or Registered Valuer under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

4.13 Contributions Clause

If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

4.14 Average

If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Company for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if

more than one, of the Policy shall be separately subject to this Condition.

4.15 Reinstatement of Sum Insured

In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.

4.16 Time Limit For Company's Liability

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

4.17 Notices

Every notice and other communication to the Company required by these Conditions must be written or printed.

4.18 Policy Schedule

This Policy and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the said Schedule shall bear such meaning wherever it may appear.

5 Extensions

Special/Extraneous Perils Clauses and Endorsements (Not included in the Policy unless specified in the Schedule)

5.1 Aircraft Damage

Rate : 0.005%

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.

Fire

5.2 Bush/Lalang Fire

Rate : 0.005%

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Exclusions 2.4(i) of the Policy, the insurance is extended 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 fromalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

5.3 Bursting or Overflowing of Water Tanks Apparatus or Pipes

Rates :

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

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.

5.4 Earthquake and Volcanic Eruption

Rate : 0.010%

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Exclusions 2.2 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.

5.5 Electrical Installations

(i) Electrical Installations Clause (A)

Rate : Nil

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)

Rate : 0.056%

Loss or damage by fire to the electrical appliances and installation insured by (Item(s) as specified in the schedule 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.

Fire

5.6 Explosion

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%

In consideration of an additional premium, the Company hereby agree and declare that the insurance under 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 organization(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 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.

Subject otherwise to the terms and conditions of the policy.

5.7 Flood

Rate : 0.086%

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Exclusions 2.2 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 Exclusions 2.4(h) of the Policy.

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- (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.

5.8 Impact Damage

Rate :

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

(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"

5.9 Riot Strike and Malicious Damage

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

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 Exclusions 2.2 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 – as specified in the schedule of" and "under the items hereinbefore referred to but none other" at * and ** respectively.

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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:-

Exclusions 2.1

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.

Exclusions 2.2

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 organization(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.

Exclusions 2.4

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.

General Condition 3.21

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.

Conditions 4.14

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 Company 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.

5.10 Spontaneous Combustion

Rate : 0.081%

(i) Extension A – By fire only

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s) as specified in the Schedule 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

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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.

Rate : 0.161%

(ii) Extension B – Full cover

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (item(s) as specified in the Schedule 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.

5.11 Storm, Tempest

Rate : 0.015%

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Exclusions 2.2 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 landslide 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 Exclusions 2.4(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

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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.

5.12 Subsidence and Landslip

Rate :

- (i) Standard cover : 0.081%
- (ii) Deletion of exclusion (a) under the standard cover : 25% Loading of (i)

(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.

5.13 Damage by Falling Trees or Branches and Objects Therefrom

Rate : 0.010%

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.

5.14 Cold Storage/Incubator Clause

(i) Cold Storage/Incubator Clause (A)

(a) Rate : Nil

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%

Notwithstanding anything herein stated to the contrary, this policy covers loss or damage caused by change of temperature resulting from the total or

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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.

5.15 Smoke Damage Endorsement

Rate : 10% of the basic fire rate.

Notwithstanding anything contained in this policy to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, the insurance under this Policy shall extend to include:-

Destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus.

In respect of loss or damage caused by the peril hereby insured against, the Company shall not be liable for the first RM50,000 of each and every loss as ascertained after the application of any condition of average.

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 destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

5.16 Sprinkler Leakage Endorsement

Rate :

- (a) Buildings : 0.005% of total sum insured on buildings
- (b) Contents : 0.025% of total sum insured on contents.
- (c) Deletion of Exclusion (d) and/or (e) : 10% loading on the Sprinkler leakage rate.

In consideration of the payment of an additional premium, it is hereby declared and agreed that the insurance under this policy extends to include loss of or damage to the property insured directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus.

Provided always that otherwise the insurance under this endorsement and the Policy shall be subject to all the terms, limitations, stipulations, exclusions, provisions and exceptions printed on, expressed in, endorsed upon or attached to the Policy and that without in any way limiting the generality of the foregoing, the liability of the Company shall in no case under this endorsement exceed in respect of each item the sum expressed in the Schedule or in the whole the total sum insured.

This insurance does not cover loss or damage occasioned by or through or in consequence of:-

- (a) explosion, the blowing up of buildings or blasting
- (b) the order of any authority
- (c) heat caused by fire
- (d) repairs or alterations to the buildings or premises
- (e) the automatic sprinkler installation being either repaired, removed or extended.

No liability shall attach if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy.

Special conditions

- (1) The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
- (2) The Company shall not be responsible for loss or damage which may occur after notice has been given to the Insured by the Company that Sprinkler Installations is/ are liable to accident by reason of defective construction or condition nor if the Insured is himself aware of defect in construction or condition.

5.17 Tenants Clause (As To Interest of The Owner)

Rate: 10% of the basic trade/occupation rate (for fire and lightning only)

It is hereby agreed that this insurance as to the interest of the Insured where the property insured is used or occupied by a tenant of the Insured, shall not be invalidated by any change of occupancy or increase of risk taking place in the property insured without the knowledge of the Insured provided that the Insured shall immediately on the same coming to his knowledge, give notice thereof to the Company and pay the additional premium (if any) which may be required by the Company from the date of such increase of risk.

Subject otherwise to the terms and conditions of the Policy.

6 Clauses and Endorsements

6.1 Alterations and Repairs Clause

Notwithstanding condition 4.5(a), workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

6.2 Appraisal Clause

If the aggregate claim for any one loss does not exceed RM5,000 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. If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

6.3 Computer Systems Records

Computer systems records are insured only for the value of the materials together with the cost 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 of the information contained therein.

6.4 Contract Price

Notwithstanding anything to the contrary contained in Condition 4.12 of the Policy, it is hereby declared and agreed

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that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

6.5 Designation Clause

For the purpose of determining where necessary the item (column heading) under which any property is insured, the Company agrees to accept the designation under which such property is entered in the insured's books.

6.6 Foundation Exclusion (Applicable When Building Is Insured)

The Insurance on Building(s) excludes that part of any building below the under* surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

Note 1 : * "upper" may be substituted for "under".

Note 2 : The words in brackets may be omitted.

6.7 Internal Removal Clause

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insurance on such property shall follow removal, the necessary adjustments in sum insured and premium being made as from the date of removal as soon as the oversight is discovered.

6.8 Other Contents Clause

It is agreed that the term "Other Contents" in so far as they are not otherwise insured is understood to include:-

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding RM1,000
- (b) Documents, manuscripts 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 RM1,000 in respect of any one documents, manuscript or business book.
- (c) Computer systems records but only for the value of the materials together with the cost 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 the Insured of the information contained therein for an amount not exceeding RM1,000
- (d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.
- (e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM1,000 in respect of any one Employee.

Note : The monetary limit of RM1,000 maximum

for items (a) to (e) are obligatory. Paragraph (e) may be omitted entirely if it is not desired to insure such property.

6.9 Outbuilding Clause

The insurance by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said premises and the insurance by each item under Contents extends to include the contents of each outbuilding.

6.10 Reinstatement Value Clause (Not Applicable To Stock-in-Trade)

Notwithstanding anything to the Contrary contained in Condition 4.12 of the Policy, it is hereby declared and agreed that in the event of the property insured under the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

- (1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- (2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum 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 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 Policy, then the Insured shall be considered as being his own Company for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
- (4) This Memorandum shall be without force or effect if:-
 - (a) The Insured fails to intimate to the Company within

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six (6) months from the date of destruction or damage, or such further times as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.

- (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
- (5) No payment beyond the amount which would have been payable under the Policy if this memorandum 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 the Insured which is not upon the identical basis of reinstatement set forth therein.

6.11 Reinstatement Value (Strata Titled Property) Clause (Applicable To Apartment/Condominium Risks)

Notwithstanding anything to the contrary contained in Condition 4.12 of the Policy, it is hereby declared and agreed that in the event of the property insured under the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

- (1) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
- (2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this clause had not been incorporated therein.
- (3) If the Sum Insured at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed then the Insured shall be considered being its own Company for the difference between the sum insured and the sum representing the full cost at the time of

replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Special Provision.

- (4) This clause shall be without force or effect if :-
- (a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
- (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
- (5) No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
- (6) In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

6.12 Reinstatement In Compliance with The Requirement Of Public Authorities (Applicable When Building Is Insured)

Notwithstanding anything to the contrary contained in Condition 4.12 of the Policy, it is hereby declared and agreed that the insurance under this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:-

- (1) The amount recoverable under this Extension shall not include:-
- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws :-
- (i) in respect of destruction or damage occurring prior to the granting of this extension,
- (ii) in respect of destruction or damage not insured by the Policy,
- (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
- (iv) in respect of undamaged property or undamaged portions of property.

- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
- (3) If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
- (4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
- (5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

6.13 Temporary Removal Clause

(a) Contents of Private Dwellings

The property insured under this Policy is covered whilst temporarily removed including whilst in transit but remaining in Malaysia, the Republic of Singapore or Brunei Darussalam for an amount not exceeding 15% of the sum insured under (each item of) this policy.

The amount recoverable under this extension in respect of (each item of) the policy shall not exceed the amount which would have been recoverable had the loss occurred in the premises from which the property was temporarily removed.

This extension does not apply to property in so far as it is otherwise insured nor to property removed for sale or exhibition or to a furniture depository.

N.B. The words in brackets may be omitted where appropriate.

(b) Other Property Excluding Stock-in-Trade and Merchandise

The property insured under this Policy 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 losses occurring elsewhere than at the premises from which the property is temporarily removed to:-

- (i) Motor Vehicles and Motor Chassis.
- (ii) Property (other than machinery and plant) held by the Insured in trust.

6.14 Temporary Storage Clause

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

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the Company is limited to 10% of the total sum insured or RM500,000 whichever is the lower for property covered under this clause.
- (c) the Company 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).

6.15 Vehicle Load Clause

In the event of any of the Insured's vehicles being left loaded overnight whilst in or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

6.16 Other Insurance Clause (Applicable When Co-Insurance Is Involved)

It is understood and agreed that the insured shall be deemed to have complied with Condition 4.3 of this policy provided that he has declared to the company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

6.17 Radioactive/Nuclear Energy Risks Exclusion Clause

This insurance does not cover loss, damage, cost or expenses 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

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thereof

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

6.18 Unvalued Policy Clause

This is an unvalued policy. The onus is on the Insured to prove the actual value of the Property insured at the time of the happening of its destruction or the actual amount of such damage.

7 Additional Clauses and Endorsements

The following Clauses/Endorsements are not included in the Policy unless specified in the Schedule

7.1 Architect's, Surveyor's And Consultant's Fees

(a) Architect's, Surveyor's, Engineer's and Consultant's Fees (with separate sum insured)

The insurance by this item(s) is in respect of Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorized under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the sum insured on this item(s).

(b) Architect's Surveyor's, Engineer's and Consultant's Fees (without separate sum insured)

The insurance on buildings, plant and machinery hereby insured includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorized under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

7.2 Hire Purchase Endorsement

It is hereby understood and agreed that (hereinafter referred to as the Owners) are the owners of the property insured by item(s) (as specified in the Schedule) and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured namely: (as specified in the Schedule) as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this Policy.

Non-Cancellation Clause

And it is further agreed that cancellation of the Policy shall not be effected by the insured except upon prior notification to the Owner in writing giving fourteen (14) days notice to the last known address of the Owner .

7.3 Leasing Endorsement

It is hereby understood and agreed that (hereinafter referred to as the lessors) are the owners of the property insured by item(s) (as specified in the Schedule) and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the insured under this policy in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the company respectively under or in connection with this policy.

Non-Cancellation Clause

And it is further agreed that cancellation of the Policy shall not be effected by the insured except upon prior notification to the Lessor in writing giving fourteen (14) days notice to the last known address of the Lessor.

7.4 Mortgagee (Chargee) Clause

(a) Mortgagee (Chargee) Clause 1

Loss, if any, payable to (as specified in the Schedule) as Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder, Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which

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shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder of from any securities or funds available.

Non-Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14) days notice to the last known address of the Mortgagee (Chargee).

Note : When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

7.5 Removal of Debris

(a) Removal of Debris (with separate sum insured)

The insurance by this item is in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in the :-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping of the portion or portions of the property insured by this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

The Company will not pay any costs or expenses :

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

(b) Removal of Debris (without separate sum insured)

The insurance hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Company in the :-

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping of the portion or portions of the property insured by the said Item(s) above of this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither

Buildings nor machinery are insured).

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or Ringgit Malaysia Two Million (RM2,000,000) in aggregate any one loss, whichever is lower.

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

Provided always the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

7.6 Rent

(a) Rent (applicable to owner non-occupier of the premises)

On (as specified in the Schedule) months rent insured.

This insurance on Rent applies only if (any of) the said buildings(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement or repairs bears to the total number of months of Rent insured.

(b) Rent (applicable to owner-occupier of the premises)

On (as specified in the Schedule) months expenses insured.

This insurance on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby insured against and the amount payable shall be the reasonable additional expenses necessarily incurred by the insured in renting an alternative premise elsewhere. Provided that the total amount payable shall not exceed such proportion of the expenses insured as the period necessary for reinstatement or repairs bears to the total number of months expenses insured.

Consequential Loss

1 Covers

In consideration of the Insured paying to the Company the First Premium

The Company agrees (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by the Insured at the Premises for the purpose of the Business be destroyed or damaged by:-

- (1) Fire,
- (2) Lightning,
- (3) Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes.

(destruction or damage so caused being hereinafter termed Damage at any time during the Period of Insurance or any subsequent period in respect of which the Company agrees to accept the premium required for the renewal of this Policy and the Business carried on by the Insured at the premises be in consequence thereof interrupted or interfered with

Then the Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such Damage and that payment shall have been made or liability admitted therefore under such insurance.

And that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefore by memorandum signed by or on behalf of the Company.

2 Exclusions

2.1. Excluded Interruption Loss

The Company shall not be liable in so far as the interruption loss is increased:-

- (a) by extraordinary events taking place during the interruption,
- (b) by restrictions imposed by the authorities on the reconstruction or operation of the business,
- (c) due to the insured's lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost.

2.2 Excluded Cover

This insurance does not cover:-

Loss occasioned by or happening through or in consequence of:-

- (a) The burning of property by order of any Public Authority,
- (b) Subterranean Fire,
- (c) Explosion except as stated on the Policy.

- (d) The burning, whether accidental or otherwise, of forests, bush lallang prairie, pampas or jungle and the clearing of lands by fire,
- (e) Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

2.3 Excluded Cover

This insurance does not cover any loss resulting from Damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent, directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences namely:-

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance,
- (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, 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) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (e) Any act of Terrorism

Notwithstanding any other provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 organization(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

Consequential Loss

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 (1) and/or (2) above.

If the Company 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 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.

3 Definitions

No additional definitions apply to this section of the policy.

4 Conditions

4.1 Misdescription

If there be any material misdescription of the Business or Premises to which this insurance refers or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy.

4.2 Premium Payment

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

4.3 Other Insurance

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the loss hereby insured against and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any Damage, all benefits under this Policy shall be forfeited.

4.4 Displacement

Immediately upon any fall or displacement

- (a) of any building Damage to which might give rise to a claim under this Policy;
- (b) of any part of such building;
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part.

The insurance under this Policy shall cease in respect of loss resulting from Damage to such building or property therein

Provided That -

- (i) Such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of Damage

or is otherwise material;

- (ii) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such building or range of buildings or structure were included in the Premises to which this Policy refers

If any claim be made upon this Policy in consequence of Damage whether occurring before, during or after such fall or displacement the Insured shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent, directly or indirectly, proximately or remotely; occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.

4.5 Change in Risk

The insurance by this Policy shall cease if:-

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued
or
- (b) the insured's interest cease otherwise than by death
or
- (c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

4.6 Increase in Risk

Notice shall be given to the Company and, if required, an additional premium paid, if the rate of premium payable in respect of the insurance covering the interest of the insured in the property at the Premises against Damage shall be increased.

4.7 Cancellation

This insurance may be terminated at any time at the request of the insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

4.8 Claim Procedure

On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Policy shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with details

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of all other insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom. The Insured shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4.9 Fraud

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the Damage be occasioned by the wilful act, or with the connivance of the insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 15th Condition of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

4.10 Contribution

If at the time of any loss under this Policy there be any other subsisting insurance, whether effected by the insured or by any other person or persons covering such loss or any part of it, the Company shall not be liable to pay or contribute hereunder more than its rateable portion of such loss.

4.11 Subrogation

The Insured shall, at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

4.12 Reinstatement Of Sum Insured

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the correct period of insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

4.13 Time Limitation

In no case whatever shall the Company be liable in respect of any claim under this Policy after the expiration of
(a) one year from the end of the Indemnity Period, or if later,

(b) three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim.
Unless the claim is the subject of pending action or arbitration.

4.14 Meaning

This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the Policy or of the Schedule shall bear such specific meanings wherever they may appear.

4.15 Notice

Every notice and other communication to the Company required by these conditions must be written or printed.

5 Clauses and Endorsements

5.1 Accountants' Clause

Any particulars or details contained in the Insured's books or documents which may be required by the Company under condition 11 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

5.2 Alternative Basis Clause

It is agreed and declared that in the event of a claim, adjustment may be based on 'Turnover or Output' whichever affords the most equitable result, and except in the definition of turnover the word 'Turnover' wherever used in this Policy shall read as 'Turnover or Output'. 'Output' shall mean sale value of goods manufactured by, or sold by, the Insured in the course of the Business at the Premises, provided that:
(a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined.
(b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be altered to read as follows:

Alternative Trading Clause

If during the Indemnity Period goods shall be manufactured elsewhere than at the Premises affected by the damage for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.

5.3 Accumulation of Stock Clause

In adjusting any loss account shall be taken and an equitable allowance made if any shortage of turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

5.4 Departmental Clause

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1 of the specifications attached

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shall apply separately to each Department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the Sums produced by applying the rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative annual output thereof, the amount payable shall be proportionately reduced.

5.5 Payment on Account Clause

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

The following Additional clauses/extensions are covered only if indicated in the schedule:

5.6 Specified Suppliers' Premises

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the policy, loss as insured by Item(s) No.(s) (as specified in the Schedule) of this policy resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location under (each of) Item(s) No(s) (as specified in the Schedule) shall not exceed the percentage of the sum insured thereunder shown against each situation.

Supplier (as specified in the Schedule)

Situations (as specified in the Schedule)

Company's Liability (as specified in the Schedule)

The Company will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded seventy-two (72) hours from the time that the Insured is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the insured to maintain the pre loss level of production.

5.7 Unspecified Suppliers' Premises

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that, subject to the conditions of the policy, loss as insured by Item(s) No.(s) (as specified in the Schedule) of this policy resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed 10% of the sum insured thereunder or RM 10 million, whichever is the lower.

Situations:

The premises situate in Malaysia, Singapore or Brunei of the insured's suppliers, manufacturers or processors of components, goods and materials.

The Company will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded

seventy-two (72) hours from the time that the insured is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the insured to maintain the pre loss of production.

5.8 Specified Customers' Premises

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by Item(s) No(s) (as specified in the Schedule) of this policy resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at any premises in Malaysia, Singapore or Brunei of the undernoted customer(s) shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that if the percentage shown below against the name of the Customer at whose premises damage has occurred shall be less than the percentage of the annual turnover derived by the insured from that customer, the amount otherwise payable under the terms of this memorandum in respect of that customer shall be proportionately reduced.

Customer (as specified in the Schedule)

Situation (as specified in the Schedule)

Limit of Liability (as specified in the Schedule)

Provided that the Company shall not be liable for any loss insured by this extension unless interruption of or interference with the Business of the Insured exceeds a period of seventy-two (72) hours and the liability of the Company under this extension shall apply only to such period in excess of seventy-two (72) hours.

5.9 Ep 2 - Prevention Of Access

In consideration of the payment of an additional premium which is included in the premium hereon it is hereby agreed and declared that subject to the conditions of the Policy, loss as insured by Item(s) No(s) (as specified in the Schedule) of this Policy resulting from interruptions of or interference with the business in consequence of damage by insured peril (as within defined) to property in the vicinity of the Insured's premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the insured therein shall be damaged or not, shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the accident, beginning with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

Maximum Indemnity Period shall mean (as specified in the Schedule) months.

The Company's liability under this memorandum shall not exceed 10% of the Sum Insured or RM10 Million, whichever is lower in any one period of insurance, after the application of all other terms and conditions of the policy.

Provided that the Company shall not be liable for any loss insured by this extension unless interruption of or

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interference with the Business of the Insured exceeds a period of seventy-two (72) hours and the liability of the Company under this extension shall apply only to such period in excess of seventy-two (72) hours.

5.10 Public Utilities

In consideration of the payment of additional premium it is hereby declared that subject to the conditions of the Policy loss as insured by this Policy resulting from interruption of or interference with the business consequent upon failure of public supplies of electricity/water/gas * resulting from a damage as defined in the Policy at any :

- generating station or substation of the public electricity supply undertaking,
 - land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
 - water works or pumping station of the public water supply undertaking,
- from which the Insured obtains electricity/water/gas * shall be deemed to be loss resulting from damage to property used by the Insured at the premises. Any transmission lines or pipes feeding to the Insured's premises are not included.

A deliberate act of the supply undertaking not performed for the purpose of safeguarding life or protecting the system and rationing not necessitated solely by accidental damage to the supply undertaking's equipment are excluded.

Provided that the Company shall not be liable for any loss insured by this extension unless failure of the public supplies of electricity/water/gas* exceeds a period of seventy-two (72)* hours and the liability of the Company under this extension shall apply only to such period in excess of seventy-two (72)* hours."

* Delete as appropriate.

Not included in the Policy unless additional perils are covered by fire section

5.11 Riot, Strike & Malicious Damage Endorsement

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include (subject always to the Special Conditions hereinafter contained) :

- (a) Riot and Strike damage 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 Exclusions 2.3 of the Special Conditions hereof.
 - (2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising 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 lock-out.

- (4) The action of any lawfully constituted Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
- (b) Malicious Damage 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 Exclusions 2.3 of the Special Conditions hereof.

Special Conditions

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

Exclusions 2.2

This insurance does not cover :-

- (a) Loss resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or damage to the Premises or the property therein of the Insured caused by the perils insured against under this Policy.
- (b) Loss occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.
- (c) Loss occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (d) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (e) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusions 2.2 (e) only, combustion shall include any self-sustaining process or nuclear fission.

Provided nevertheless that the Company is not relieved under (b) or (c) above of any liability to the Insured in respect of loss following physical damage to the Premises or the property therein of the Insured occurring before dispossession or during temporary dispossession.

Exclusions 2.3

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.3-9
- (b) Mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Act of terrorism committed by a person or persons acting on behalf or in connection with any organisation.

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For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting 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.

General Condition 3.21

This insurance may at any time be terminated by the Company on notice to the 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.

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

- (1) The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by the Policy.
- (2) 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.
- (3) 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.

5.12 Additional Perils Endorsement

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include destruction or damage (by Fire or otherwise) caused by the following perils as covered under the corresponding Material Damage

- (1) Aircraft and other aerial devices or articles dropped therefrom
- (2) Earthquake and volcanic eruption
- (3) Hurricane, cyclone, typhoon, windstorm
- (4) Flood (including overflow of the sea)
- (5) Explosion but excluding loss or damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion
- (6) Impact by any road vehicles, animals not 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 or
Impact by any road vehicles, animals including any road vehicles, horses or cattle 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
- (7) Bursting or overflowing of water tanks, apparatus or pipes installed in or on the premises insured

but excluding water discharged or leaking from an installation of automatic sprinklers

- (8) Bush/lalang fire
- (9) subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip
- (10) Fire only caused by spontaneous fermentation, heating or combustion
or
Spontaneous fermentation, heating or combustion
- (11) Smoke damage due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, but not smoke from fire-laces or industrial apparatus.
- (12) water or other fire extinguishing agent accidentally discharged or leaking from an automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus
- (13) loss or damage to property occasioned by its undergoing any heating or drying process, but excluding loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition, or discoloration.

Provided that the liability of the Company shall in no case under this Endorsement and the policy exceed the sum insured by this Policy.

All the conditions of this Policy shall apply in all respects to the insurance granted by this Endorsement save in so far as the same are expressly varied hereunder.

5.13 It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include destruction or damage (by fire or otherwise) caused by the following additional perils as covered by the Material Damage Section.

Provided that the liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by this Policy.

All the conditions of this Policy shall apply in all respects to the insurance granted by this Endorsement save in so far as the same are expressly varied hereunder.

Note* : The additional perils endorsement wordings (a) or (b) to be used where applicable.

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1 Covers

- 1.1 In consideration of the Insured named in the Schedule hereto paying to The Company the premium mentioned in the said Schedule, agrees to indemnify the Insured subject to the Sum Insured, Limits of Liability, Insuring Agreements, Exclusions, Conditions and other Terms contained in this Policy or endorsed hereon.

2 Exclusions

This Policy does not insure against loss or damage caused by or arising from:-

- 2.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, 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, or seizure, confiscation, requisition, nationalization, destruction or damage by or under the order of any government or public authority; or risks of contraband or illegal transportation and/or trade.
- 2.2 Infidelity of Insured's employees or persons to whom the insured property is entrusted.
- 2.3 Transportation of the property insured by Land, Air and Sea.
- 2.4 Wear, tear and/or gradual depreciation.
- 2.5 Loss or damage to electrical appliances or devices of any kind, including wiring by electrical injury thereto or electrical disturbances thereof from artificial causes unless fire ensues and then for the loss by fire only.
- 2.6 Electrical or mechanical breakdown or derangement of plant machinery or equipment.
- 2.7 Deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system.
- 2.8 While the property insured is waterborne and/or in the course of being loaded or unloaded on or from any watercraft.
- 2.9 Use on public roads under vehicle's own power.
- 2.10 Loss due to mysterious disappearance and/or discovered due to inventory stock checking.
- 2.11 Loss due to nuclear reaction, nuclear radioactive or radioactive contamination, or to any act or condition incidental to any of the foregoing.
- 2.12 Consequential or indirect loss or damage of any kind or description.

3 Definitions

No additional definitions apply to this section of the policy.

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

4.1 Adjustment of Loss

The Insured shall submit, and so far as is within his or their power shall cause all other person interested in the property and members of the household and employees to submit, to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim, and shall produce for examination all books of accounts, bills, invoices and other vouchers or certified copies thereof, if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

4.2 Valuation

Unless otherwise provided in form attached, this Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost the Insured to repair or replace the same with material of like kind and quality.

4.3 Payment of Loss

All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company's Authorized Representative.

No loss shall be paid hereunder if the insured has collected the same from others.

It is warranted by the insured that this insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee..

4.4 Reinstatement

Every claim paid hereunder reduces the amount insured by the sum so paid unless the same be reinstated by payment of additional premium thereon.

4.5 Pair and Set

It is understood and agreed that, in the event of loss of or damage to any article or articles which are a part of a set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

4.6 Replacement/ Repair of Parts

In the event of loss or damage to any part or parts of an insured property caused by the policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts which can include charges for forwarding the refitting, if incurred, but excluding duty unless full duty is included in the amount insured in which case any loss compounded by payment of additional duty shall be recoverable.

4.7 Machinery

In case of loss or injury to any part of the insured property consisting, when complete for sale or use, of several parts, this Company shall only be liable for the insured value of the part lost or damaged.

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4.8 Sue and Labor

In case of loss or damage where it is incumbent and necessary for the Insured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof the Company will contribute according to the rate and quantity of the sum herein insured. No acts of the Insured or this Company, in agreeing, partaking assuming immediate measures in the act of recovering, saving and/ or property insured in case of loss or damage shall be considered a waiver or an acceptance of abandonment.

4.9 Suit Against Company

It is a condition of this policy that no suit, action or proceeding for the recovery of any claim under this policy shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months following the calendar date of the happening of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state, to be fixed herein.

5. Clauses and Endorsements

5.1 Criminal Breach of Trust Clause

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code.

Criminal breach of trust as defined in the Penal Code is as follows:-

“Whoever, being in any manner entrusted with property or with any dominion over property, either solely or jointly with any other person 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 or 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.”

5.2 Theft by Deception (Cheating) Clause

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating as defined in the Penal Code is as follows: -

“Whoever, by deceiving any person, whether or not such deception was the sole or main inducement 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, and 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’.”

5.3 Alterations and Repairs Clause

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this Insurance.

5.4 Appraisal Clause

If the aggregate claim for any one loss does not exceed RM5,000/- or 5% of the sum insured whichever is the lesser by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

5.5 Computer Systems Records

Computer systems records are insured only for the value of the materials together with the cost 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 of the information contained therein.

5.6 Designation Clause

For the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

5.7 Internal Removal Clause

It is understood and agreed that in the event of removal of the property hereby insured from one building to another at any of the aforesaid situations being inadvertently not advised to the Company the insured on such property shall follow the removal and the necessary adjustments in the sums insured and premium being made as from the date of removal as soon as the oversight is discovered.

5.8 Payment on Account Clause

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

5.9 Reinstatement Value Clause

It is hereby declared and agreed that in the event of the property insured under this Policy being lost, destroyed or damaged, the basis upon which the amount payable under this policy is to be calculated shall be the cost of replacing or reinstating the property of the same kind or type but not superior to or more extensive than the property insured when new subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

- (1) The reinstatement must be commenced and carried out within 12 months after the loss, destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- (2) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any

All Risks

payment in excess of the amount which would have been payable under the Policy if this memorandum 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, then the Insured shall be considered as being his own Company for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applied shall be separately subject to the foregoing provision.
- (4) This Memorandum shall be without force or effect if:
 - (a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged.
- (5) No payment beyond the amount which would have been payable under the Policy if this memorandum 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 the Insured which is not upon the identical basis of reinstatement set forth therein.

5.10 Temporary Removal Clause

It is hereby declared and agreed that the Property insured under this Policy is covered (limited to 10% of the Sum Insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and there from by road or rail, all in Malaysia. 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 losses occurring elsewhere than at the premises from which the property is temporarily removed to: -

- (1) Motor Vehicles and Motor Chassis.
- (2) Property (other than machinery and plant) held by the Insured in trust

5.11 Temporary Storage Clause

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

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the Company is limited to 10% of the total sum insured or RM100,000 whichever is the lower for property covered under this clause.

(c) the Company 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).

5.12 Vehicle Load Clause

In the event of any of the Insured's vehicle being left loaded overnight (provided securely locked in the vehicle) whilst in and/or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss or damage insured against by this Policy.

5.13 Removal Of Debris

Costs and expenses necessarily incurred by the Insured with the consent of the Company in the removal of debris dismantling and/or demolishing shoring up or propping of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against.

Not included in the policy unless specified in the Schedule

5.14 Leasing Endorsement

It is hereby understood and agreed that (as specified in the Schedule) (hereinafter referred to as the lessors) are the owners of the property insured by item(s) (as specified in the Schedule) and that such property is the subject of a Leasing Agreement made between the Lessors of the one part and the Insured of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the insured under this policy in respect of loss or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the policy) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the Company respectively under or in connection with this policy.

Non Cancellation Clause

And it is further agreed that cancellation of the Policy shall not be effected by the insured except upon prior notification to the Lessor in writing giving fourteen (14) days notice to the last known address of the Lessor.

5.15 Hire Purchase Endorsement

It is hereby understood and agreed that (as specified in the Schedule) (hereinafter referred to as the Owners) are the owners of the property insured by item(s) (as specified in the Schedule) and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect

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of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured namely: (as specified in the Schedule) as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this policy.

Non Cancellation Clause

And it is further agreed that cancellation of the Policy shall not be effected by the insured except upon prior notification to the owner in writing giving fourteen (14) days notice to the last known address of the owner.

5.16 Mortgagee (Chargee) Clause

Loss, if any, payable to (as specified in the Schedule) as Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect or the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

Non Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be effected by the insured except upon prior notification to the Mortgagee (Chargee) in writing giving fourteen (14)

days notice to the last known address of the Mortgagee (Chargee).

Note : When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

Burglary

1 Covers

Subject to the Insuring Agreement of the Policy, the Company agrees subject to the Terms of this Section, that if the Property Insured described in the Policy Schedule, or any part of such property be lost due to BURGLARY OR ROBBERY as defined hereunder, the Company will pay or make good to the Insured such loss up to the limit specified in the Policy Schedule, subject always to the adequacy of coverage.

Coverage A – Burglary

1.1 Loss of Merchandise; Premises Damage

To pay for loss by Burglary or by Robbery of a Watchman, while the Premises are not opened for business, of stock and merchandise, office and manufacturing equipment, furniture, fixtures and fittings within the Premises or within a showcase or show window used by the insured and located outside the Premises but inside the building line of the building containing the Premises or attached to said building.

1.2 To pay for loss of merchandise within the safe by Safe Burglary or attempt thereat while the Premises are not opened for business.

To pay for damage to the insured merchandise within the Premises or within such showcase or show window and to the Premises by such burglary, Safe Burglary, Robbery of a Watchman, or attempt thereat, provided with respect to damage to the Premises the insured is the owner thereof or is liable for such damage.

Coverage B – Robbery

1.3 To indemnify the Insured for loss of stock and merchandise from within the Premises arising from Robbery, committed by any person or persons except as stated in the Exclusions.

2 Exclusions

2.1 This section does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others;
- (b) to loss due to war, whether or not declared, civil war, strike, riot, civil commotion, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;
- (d) to loss of manuscript, records or accounts;
- (e) to loss of furs or articles containing fur which represents their principal value, by removal of such property from within a showcase or show window by a person who has broken the glass thereof from outside the Premises or by an accomplice of any such person;
- (f) to loss occurring while there is any change in the condition of the risk, such as when the door or window

of the premises is damaged by typhoon or during a fire in the premises;

- (g) to damage by vandalism or malicious mischief;
- (h) Mere disappearance of the property insured hereunder is not a loss covered hereby. Any shortage disclosed by any inventory is not covered hereby unless such shortage can be reasonably shown to have been occasioned by robbery. In such event, there shall be deducted from the amount thereof, when determined, an amount equal to the average shortage revealed five annual physical inventories increased or decreased by the percentage of increase or decrease, if any, in the total gross sales for the twelve months period immediately preceding the date of the claim over or under (as the case may be) the average annual gross sales for the said five-year period.

3 Definitions

For the purposes of this section of the policy only,

- 3.1 **“Premises”** means the interior of that portion of any building at the location designated in the declaration which is occupied by the insured in conducting the business as stated therein, but shall not include (1) showcases or show windows not opening directly into the interior of the premises, or (2) public entrances, halls or stairways.
- 3.2 **“Burglary”** means the criminal abstraction of insured property (1) from within the premises by a person making criminal entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals, upon, or physical damage to the exterior of the premises at the place of such entry, or (2) from within a showcase or show window outside the premises by a person making criminal entry into such showcase or show window by actual force and violence of which force and violence there are visible marks thereon.
- 3.3 **“Robbery of a Watchman”** means the taking of insured property by violence or threat of violence inflicted upon a private watchman employed exclusively by the insured and while such watchman is on duty within the premises.
- 3.4 **“Safe Burglary”** means the criminal abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making criminal entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the criminal abstraction of such safe from within the premises.
- 3.5 **“Loss”** includes damage.

Burglary

4 Conditions

4.1 Insured's Duties When Loss Occurs:

Upon knowledge or discovery of loss or of an occurrence whichever earlier which may give rise to a claim for loss, the insured shall (a) give notice thereof as soon as practicable to the company or any of its authorized agents and also to the police; (b) file detailed proof of loss, duly sworn to, with the company within "four months after the discovery of loss".

Upon the company's request (1) the insured shall furnish a complete inventory of all property not stolen or damaged, stating the original cost and actual cash value and quantity thereof, and (2) the Insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.

4.2 Limits of Liability Settlement Options:

Subject to any application of the coinsurance requirement, the limit of the Company's liability for loss shall not exceed the actual cash value of the property at time of loss, nor what it would then cost to repair or replace the property with other of like kind and quality, nor the applicable limit of liability stated in the declaration; provide however, the limit of the Company's liability for loss of the contents of any showcase or show window not opening directly into the interior of the premises is RM380.00 or its equivalent, provided, the actual cash value of property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

The occurrence of any loss shall reduce the applicable limit of Liability by the extent of the Company's Liability for such loss and such reduced Limit of Liability shall be the Limit of the Company's liability in respect of any further losses or damage occurring during the current Policy Period unless the Company consent upon payment of additional premium to reinstate the full Limit of Liability.

Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability.

4.3 Ownership of Property Interests Covered:

The insured property may be owned by the Insured or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable, provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

4.4 Joint Insured:

If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

4.5 Books and Records:

The insured shall keep records of all the insured property in such manner that the company can accurately determine there from the amount of loss.

4.6 Other Insurance:

If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured.

5 Clauses and Endorsements

5.1 Appraisal Clause

If the aggregate claim for any one loss does not exceed RM5,000/- or 5% of the sum insured whichever is the lesser by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

5.2 Contract Price Clause

It is agreed that in respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of sale the sale contract is by reason of loss or damage by the coverage hereby insured against cancelled, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price and for the purpose of average the value of all goods to which this Clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

5.3 Designation Clause

It is hereby declared and agreed that for the purpose of determining where necessary the heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

Burglary

6 Additional Extensions

The following Additional extensions are covered only if indicated in the schedule:

6.1 Public Holiday Increase

It is hereby declared and agreed that the maximum limit of liability for any one loss shall increase by a percentage as specified in the schedule for any day or days running consecutively and immediately following Bank Holiday, Public Holiday, Saturday and Sunday.

Money

1 Cover

Subject to the Insuring Agreement of the Policy, the Company agrees subject to the Terms of this Section, that if the Property Insured described in the Policy Schedule, or any part of such property be lost due to ROBBERY and/or SAFE BURGLARY, the Company will indemnify such loss up to the limit specified in the Policy Schedule, subject always to the adequacy of coverage.

(1) Money on Premises

Coverage A – Robbery Inside the Premises

- 1.1 To pay for loss of money and securities by robbery or attempt thereat within the premises.
- 1.2 To pay for damage to the premises by such robbery or attempt thereat, provided the insured is the owner thereof or is liable for such damage.

Coverage B – Safe Burglary

- 1.3 To pay for loss of money and securities from within the vault or locked safe or locked cash register or locked drawer or locked steel cabinet by burglary or attempt thereat.
- 1.4 To pay for damage to premises caused by burglary or attempt thereat, provided with respect to damage to the premises the Insured is the owner thereof or is liable for such damage.

(2) Money in Transit

Coverage C – Robbery Outside the Premises

- 2.1 To pay for loss of money and securities by robbery or attempt thereat outside the premises while being conveyed by a messenger.

2 Exclusions

- 2.1 This Section does not insure against:
 - (a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, whether acting alone or in collusion with others;
 - (b) to loss of manuscripts, books of account or records;
 - (c) to loss due to war, whether or not declared, civil war, strike, riot, civil commotion, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
 - (d) to loss due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing;
 - (e) to loss occurring while there is any change in the condition of the risk such as when the door or window of the premises is damaged by typhoon or during a fire in the premises;
 - (f) to damage by vandalism or malicious mischief;
 - (g) to loss due to use of any key or duplicate thereof irrespective whether the key belongs to the Insured or not.

3 Definitions

For the purposes of this section of the policy only,

- 3.1 **“Money”** means currency, coins, bank notes and bullion;

and travelers checks, register checks and money orders held for sale to the public.

- 3.2 **“Securities”** means all negotiable and non-negotiable instruments of contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.
- 3.3 **“Premises”** means the interior of that portion of any building at a location designated in the declarations which is occupied by the insured in conducting the business as stated therein.
- 3.4 **“Messenger”** means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the money/securities outside the premises.
- 3.5 **“Custodian”** means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
- 3.6 **“Guard”** means any male person not less than seventeen nor more than sixty-five years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.
- 3.7 **“Robbery”** means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt criminal act committed in his presence and of which he was actually cognizant, provided such other act it is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or (5) under Coverage A, (a) from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises, or (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.
- 3.8 **“Safe Burglary”** means the criminal abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making criminal entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the criminal abstraction of such safe from within the premises.
- 3.9 **“Loss”** includes damage.

Money

4 Conditions

- 4.1 Insured duties when loss occurs.** Upon knowledge or discovery of loss or of an occurrence, whichever earlier, which may give rise to a claim for loss, the insured shall: (a) give notice thereof immediately to the company or any of its authorized agents and also to the police; (b) file detailed proof of loss, duly sworn to, with the company within four months after the discovery of loss.

Upon the Company's request, the insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claims with respect thereto.

- 4.2 Limits of liability settlement options.** The limit of the Company's liability for loss shall not exceed the applicable limit of liability stated in the declarations, nor what it would cost at the time of loss to repair or replace or replace the property with other of like kind and quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of liability stated in the declarations is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner hereof. Any property so paid for or replaced shall become the property of the Company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

Subject to the other provisions of this condition, any payment made by the Company because of loss under Coverage B shall reduce the applicable limit of liability, provided the amount of such reduction shall be reinstated upon approval of the vault or safe by the company.

- 4.3 Ownership of property interests covered.** The insured property may be owned by the Insured or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable, provided, the insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

- 4.4 Joint insured.** If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this policy. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

- 4.5 Books and records.** The insured shall keep records of all the insured property in such manner that the company can accurately determine therefrom the amount of loss.

- 4.6 Other insurance.** If there is any other valid and collectible insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured.

5 Additional Extensions

The following Additional extensions are covered only if indicated in the schedule:

5.1 Public Holiday Increase

It is hereby declared and agreed that the maximum limit of liability for any one loss shall increase by a percentage as specified in the schedule for any day or days running consecutively and immediately following Bank Holiday, Public Holiday, Saturday and Sunday

Glass

1 Covers

In consideration of the Insured named in the Schedule hereto paying to The Company the premium mentioned in the said Schedule, agrees to indemnify the Insured subject to the Limits of Liability, Insuring Agreement, Exclusions, Conditions and other terms contained in this Policy or endorse hereon.

To pay for damage during the policy period to the glass/sign board described in the declarations and to the lettering and ornamentation separately described therein, by breakage of the glass/sign board or by chemicals accidentally or maliciously applied.

To pay for

- (i) repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;
- (ii) installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
- (iii) removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

2 Exclusions

This Policy does not apply to:

- (a) damage arising directly or indirectly from or in consequence of fire;
- (b) damage arising directly or indirectly from or in consequence of typhoon, cyclone, hurricane, tornado, hail, earthquake, or other Convulsion of Nature and explosion. The Insured shall, if so require, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstances or causes;
- (c) damage arising directly or indirectly from or in consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strike, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, or requisition, or destruction by order of any Government or Public Authority. The insured shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstance or causes;
- (d) damage arising during removal or alterations to premises;
- (e) interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and the replacement of the glass/sign board.

3 Definitions

No additional definitions apply to this section of the policy.

4 Conditions

1. Limits of Liability and Settlement Options

The Limit of the Company's liability for damage shall not exceed the actual cash value of the property at the property at time of loss, nor what it would then cost to repair or replace the damage property with other of the nearest obtainable kind and quality, nor the applicable limit of liability stated in the declarations; provided; however, the limit of the Company's liability under each of divisions (a), (b) or (c) of the INSURING AGREEMENT is RM50.00 with respect to loss due to any one occurrence at any one location separately occupied or designed for separate occupancy.

The Company may pay for the loss in money or may repair or replace the property. Any property so paid for or replaced shall become the property of the Company.

2. Insured's Duties When Loss Occurs

Upon knowledge of loss, the Insured shall:

- (a) give notice thereof as soon as practicable to the Company or any of its authorized agents;
- (b) upon the Company's request, file proof of loss, under oath if required, on forms provided by the Company.

3. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, not until thirty days after the required profits of loss have been filed with the Company.

4. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall die, or shall be adjudged bankrupt, or insolvent and written notice is given to the Company within sixty days after the date of such adjudication, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

5. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect or waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the Company.

6. Declarations

By acceptance of this policy the Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

Liability

1 Cover

- 1.1** In consideration of the premium payable by the Insured to the Company, the Company will indemnify the Insured against their liability to pay Damages within the limits defined by each insured sub-section of this Section of the Policy arising out of the Business specified in the Schedule, subject always to the terms, Conditions and Exclusions of such sub-section and of the Policy as a whole. Further, indemnity applies only to such liability arising from Business carried on within the territorial limits as specified in the Schedule.

2 Exclusions

The Company shall not be liable under this Section to make any payment for Damages:

- 2.1** arising out of, based upon or attributable to bodily injury, property damage personal injury or advertising injury due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.
- 2.2** arising out of, based upon or attributable to bodily injury or property damage arising directly or indirectly as a result of or in connection with Terrorism including, but not limited to, any contemporaneous or ensuing bodily injury or property damage caused by fire, looting or theft.
- 2.3** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.
- 2.4** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.
- 2.5** arising out of, based upon or attributable to bodily Injury or Property Damage arising out of Offshore work
- 2.6** directly or indirectly caused by or contributed to by or arising from:
- (i) nuclear weapons material;
 - (ii) ionizing radiation 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;

- 2.7** for any liquidated or punitive or exemplary damages, civil or criminal fines or penalties
- 2.8** arising from the actual or alleged breach of any professional duty by the Insured
- 2.9** for any Financial Loss
- 2.10** this insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.
- The exclusions set out at each subsection following shall apply to the cover provided under the relevant subsection.

3 Definitions

- 3.1 "Injury"**
means death, bodily injury, illness or disease of or to any person;
- 3.2 "Damages"**
means any amount that an Insured shall be legally liable to pay to a Third Party in respect of judgments rendered against an Insured, or for settlements negotiated by the Company with the consent of the Insured in respect of any Claim, and shall include claimants' costs, fees and expenses.
- 3.3 "Off shore Work"**
means embarkation onto a conveyance until disembarkation from such conveyance onto land for the purpose of travel to or from transit between work on any offshore structure platform installation or accommodation vessel
- 3.4 "Property Damage"**
means loss of possession or control of or actual damage to tangible property;
- 3.5 "Pollution"**
means pollution or contamination of the atmosphere or of any water, land or other tangible property;
- 3.6 "Product"**
means any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- 3.7 "Terrorism"**
means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce

Liability

a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized by Malaysia's Government as an act of terrorism

3.8 "Financial Loss"

Means financial loss caused by the loss of money or securities owned by any third party

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

4.1 Indemnity to Others

The indemnity granted extends to:

- (i) at the request of the Insured, any party who enters into an agreement with the Insured for any purpose of the Business, but only with the express agreement of the Company as specified in the Schedule, and to the extent required by such agreement to grant such indemnity and subject always to Clause 5.2(iv);
- (ii) officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- (iii) at the request of the Insured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- (iv) the officers committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- (v) the personal representatives of the estate of any person indemnified by reason of this Clause in respect of liability incurred by such persons;
provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Insured.

4.2 Cross Liabilities

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other, subject to the Company's total liability not exceeding the stated Indemnity Limits.

4.3 Defence Costs

The Company will pay all costs, fees and expenses incurred with their prior consent by the Insured ("Defence Costs")

- (i) in the investigation, defence or settlement of;
- (ii) as a result of representation at any inquest, inquiry or proceedings in respect of matters which have a direct relevance to;
any occurrence which forms or could form the subject of indemnity by this Policy.

4.4 Indemnity Limits

The Company's liability to pay damages (including, Defence costs, claimant's costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Subsection

in respect of any one occurrence or series of occurrences arising from one originating cause, but under Subsection 2 Pollution Liability and Subsection 3 Product Liability the Indemnity Limits represent the Company total aggregate liability in respect of all occurrences during the Policy Period. Should liability arising from the same originating cause form the subject of indemnity by more than one subsection of this Policy Section, each subsection shall be subject to its own Indemnity Limit, provided always that the total amount of Company's liability shall not exceed the greatest Indemnity Limit available under any one of the subsections providing indemnity.

5 Subsection 1 - Public Liability

5.1 Indemnity

The Insured is indemnified by this subsection in accordance with the Operative Clause for Damages arising out of Injury and/or Property Damage occurring during the Period of Insurance but not against liability arising out of:-

- (i) Pollution
- (ii) or in connection with any Product

5.2 Exclusions

This sub-Section does not cover liability:

- (i) arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than claims:
 - (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking and only if such cover is specified in the Schedule, and only to the limit specified therein;
provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;
- (ii) arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);
- (iii) for and/or arising out of Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than:
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work therein and/or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work);

Liability

- (b) clothing and personal effects belonging to employees and visitors of the Insured;
- (c) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
- (d) If the Schedule specifies a sum insured for Goods in care, custody and control, and only to the limit as specified for any occurrence or series of occurrences arising from one event
- (iv) assumed under any contract or agreement unless and to the extent such liability would have attached in the absence of such agreement.
- (v) in respect of any customer goods covered under any Innkeepers' Liability Act or similar unless a sum insured is specified in the Schedule, and only to that sum insured any one occurrence and in the aggregate for one policy period.
- (vi) for which the insured or any carrier as his Company, may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law.

6 Subsection 2 - Pollution Liability

6.1 Indemnity

The Insured is indemnified by this subsection in accordance with the Operative Clause for Damages arising out of Injury and/or Property Damage occurring during the Period of Insurance and arising out of Pollution, but only to the extent that the Insured can demonstrate that such Pollution:

- (i) was the direct result of a sudden, specific and identifiable event occurring during the Period of Insurance;
- (ii) was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution.

6.2 Exclusions

This subsection is subject to the Exclusions of subsections 5.2 and 7.2, and also does not cover liability for and/or arising out of:

- (i) Damage to premises which are presently or were at any time previously tenanted by the Insured;
- (ii) Damage to land or water within or below the boundaries of any land or premises which is presently or was at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

7 Subsection 3- Products Liability

7.1 Indemnity

- (i) The Insured is indemnified by this subsection in accordance with the Operative Clause for Damages arising out of Injury and/or Property Damage occurring during the Period of Insurance alleged to have been caused by any Product
- (ii) If any Product from one prepared or acquired batch of Products causes Property Damage to property of or Injury to more than one person, all Property Damage

and Injury resulting from that batch shall be considered as arising out of one originating cause ['CONNECTED CLAIMS'];

7.2 Exclusions

This Subsection does not cover liability:-

- (i) for and/or arising out of Property Damage to any Product or part thereof;
- (ii) for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement;
- (iii) arising out of the recall of any Product or part thereof;
- (iv) In respect of any Products which with the knowledge of the Insured are incorporated into any aircraft or craft made or intended to be airborne
- (v) arising out of the faulty or negligent design, formula, specification, plan advertising material or printed instructions of or for the product;
- (vi) arising out of Pollution
- (vii) for which the insured or any carrier as his Company, may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law.

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Machinery Breakdown

1 Cover

The Company agrees that subject to terms exceptions limits and conditions contained herein or endorsed hereon the Company will indemnify the Insured as hereinafter specified.

2 Exclusions

The Company shall not be liable in respect of:

- 2.1 Any consequence whether direct or indirect of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection Military or Usurped Power Confiscation or Destruction or Requisition by order of the Government or any Public Authority Riot Strike Lock-out Civil Commotion or persons taking part in Labor Disturbances or malicious persons acting on behalf of or in connection with any Political Organization.
In any action suit or other proceeding where the Company allege that by reason of the provisions of this Exception any loss destruction damage or liability is not covered by this Insurance the burden of proving that such loss destruction damage or liability is covered shall be upon the Insured.
- 2.2 (a) 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 any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission
- 2.3 Any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- 2.4 Loss damage or liability which at the time of 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.
- 2.5 Loss damage or liability to faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Company
- 2.6 Loss damage or liability arising out of a deliberate act or the deliberate neglect of the Insured.

3 Definitions

No additional definitions apply to this Section of the Policy.

4 Conditions

(1) Alterations and Modifications

Notice of any intended alteration of or departure from normal working conditions which would materially affect the risk of damage must be given to the Company in writing. The Company shall not be liable for any damage resulting from an aggravated risk unless prior approval of the modification has been obtained from the Company. If the Company cannot approve any such modifications the Company may cancel the insurance on the machinery affected making a return of premium proportionate to the unexpired period of insurance.

(2) Examination

The Company' officials or representatives shall have the right at all reasonable times to inspect and examine any machinery insured by this Section. Dismantling and reassembling in connection with any examinations shall be carried out by the Insured on such date or dates as the Company and the Insured shall mutually agree for the making of such examinations

(3) Transfer

The insurance granted by this Section shall cease to attach to any items described in the Schedule in which the interest in the insurance shall pass from the Insured otherwise than by Will or Operation of Law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon

(4) Precautions

The Insured shall at all times take precautions to keep the machinery in a proper state of repair to enforce the observance by all persons of all proper safeguards against damage to the machinery and to ensure that all statutory and other regulations relating to the operation and inspection of the machinery are observed

(5) Claims

On the happening of any event giving rise or likely to give rise to a claim under this Section coming to the knowledge of the Insured the Insured shall

- (a) give notice thereof to the Company or their nearest representative as soon as possible
- (b) take precautions to prevent any further loss or damage
The Company shall not be liable in respect of any further damage arising out of the continued use of damaged Machinery until such Machinery shall have been repaired to the satisfaction of the Company
- (c) take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall without the consent of the Company be made after the event until the Company shall have had an opportunity of inspection
- (d) take all practical steps including in the case of property stolen or lost or willfully damaged the giving of immediate notice to the police to recover any property and to discover and punish any guilty person

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- (e) forward to the Company every letter writ summons or process immediately on receipt thereof and give notice to the Company in writing immediately they shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Section
- (f) when called upon to do so furnish to the Company in writing all details of the event together with such evidence vouchers proofs and explanations as the Company may reasonably require together with a Statutory Declaration in verification thereof if requested
- (g) at the expense of the Company do or permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights or remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Company

(6) Entry of Possession

On the happening of any event in respect of which a claim is or may be made under this Section the Company and every person authorized by the Company may without thereby incurring any liability enter any premises where an accident has happened and may take and keep possession of and deal with any salvage This Section shall be proof of leave and license for so doing If the Insured or anyone acting on his behalf shall obstruct or prevent the Company or authorized person from so doing all benefits under this Section shall be forfeited. No property may be abandoned to the Company

(7) Control of Claims

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require

(8) Discharge of Liability

The Company may pay to the Insured in the case of any claim the amount of the maximum liability of the Company as stated in this Policy or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim and the Company shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the Company are liable hereunder incurred prior to the date of such payment

(9) Settlement

The Company may at their own option repair replace or reinstate any damaged item or part thereof or pay the

amount of the damage in money. The Company shall not be responsible for temporary repairs and any consequences thereof nor for the cost of alterations additions improvements or overhauls carried out on the occasion of a repair

5 Additional Clauses and Endorsements

5.1 Continuously Attended Warranty

The said boilers only be operated by attendants holding a valid certificate of competency issued under the appropriate Boiler Act.

5.2 Inspection Machinery Department Clause

It is hereby warranted that all plant described in the Schedule is inspected by inspectors appointed by Machinery Department, Government of Malaysia.

5.3 Data Distortion/Corruption Endorsement

It is noted and agreed that this policy is hereby amended as follows:

The Company will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- (a) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- (b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
- (c) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Accidental Breakdown of an Object including Mechanical and Electrical Breakdown.

This Endorsement shall not act to increase or broaden coverage afforded by this policy.

Such Damage or Consequential loss described in (a), (b), or (c) above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms, conditions and exclusions of this policy remain unchanged.

5.4 Millennium Bug Exclusion Endorsement

The policy is hereby amended as follows:-

- (a) The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from

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the inability to:

- (1) Correctly recognize any date as its true calendar date;
 - (2) Capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
 - (3) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- (c) It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such damage or Consequential Loss described in (a), (b) or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this policy remain unchanged.

5.5 Political Risk Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

“Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation”

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 the above.

If the Companys 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 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.

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1 Cover

1.1 The Company hereby agrees with the Insured that if during the period of insurance or any renewal thereof the business carried on by the Insured at the premises specified in the schedule(s) is interrupted or interfered with in consequence of an accident (as hereinafter defined) of any machinery described in the list of machinery and plant insured, then the Company shall in respect of each subject matter insured indemnify the Insured against the amount of loss as hereinafter defined resulting from such interruption or interference

1.2 Provided that the liability of the Company in no case exceeds in respect of each subject matter insured in any one year of insurance the sum expressed in the schedule(s) to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereinafter be substituted therefor by endorsement signed by or on behalf of the Company

1.3 Basis of Insurance

The cover provided under this Section shall be limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity hereunder shall be

(i) in respect of reduction in turnover: the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period, in consequence of the accident, falls short of the standard turnover

(ii) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the accident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided,

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of the gross profit as may cease or be reduced in consequence of the accident, provided that if the sum insured hereunder is less than the sum produced by applying the rate of gross profit to the annual turnover, the amount payable is proportionately reduced.

2 Exclusions

This Section shall not cover any loss resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

2.1 loss or damage due to fire, direct lightning, chemical explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche,

hurricane, cyclone, volcanic eruption or similar natural catastrophes;

2.2 loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;

2.3 loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

2.4 loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;

2.5 loss or damage arising out of the wilful act or gross negligence of the Insured or his representatives;

2.6 any consequence of law, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;

2.7 any consequence of nuclear reaction, nuclear radiation or radio-active contamination;

2.8 loss of or damage to

(i) foundations and masonry, unless specifically included and described in the list of machinery and plant insured;

(ii) exchangeable and replaceable parts such as bits, drills, knives, saw blades;

(iii) dies, moulds, patterns, blocks, stamps, punches, coatings or engravings on cylinders and rolls;

(iv) parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetics, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars, burner jets;

(v) operating media such as fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents, lubricants;

2.9 repair or replacement necessitated by direct damage due to wear and tear, corrosion, erosion, deposits of scale, sludge or other sediment, rust or scratching of painted or polished surfaces, or by any other direct consequences of progressive or continuous influences from working or atmospheric or chemical action, but the Company shall be liable for any loss resulting from interruption or interference caused by damage arising from such causes and otherwise insured by this Policy;

2.10 shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the

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consequence of material damage to an item indicated in the list of machinery and plant insured is involved;

- 2.11 any restrictions on reconstruction or operation imposed by any public authority;
- 2.12 the Insured not having at his disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery;
- 2.13 loss of or damage to machinery, mechanical installations and their additional installations or other items which are not listed in the list of machinery and plant insured, even if the consequence of material damage to an item indicated in the list of machinery and plant insured is involved;
- 2.14 loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date when the machinery affected by an accident is again in operating condition and the business could have been resumed, if said lease, licence or order, etc. had not lapsed or had not been suspended or cancelled.

In any action, suit or other proceeding where the Company alleges that by reason of the provision of exclusions 3-7 above any loss is not covered by this Section, the burden of proving that such loss is covered shall be upon the Insured.

3 Definitions

For the purposes of this section of the policy only,

3.1 Gross Profit

means the amount by which the sum of the value of the turnover and the value of the closing stock exceed the sum of the value of the opening stock and the amount of the specified working expenses. The values of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

3.2 Specified Working Expenses

means the variable expenses of the business which are not insured by this Policy:

- (1) turnover and purchase taxes
- (2) purchases (less discount received)
- (3) carriage, packing and freight

3.3 Turnover

means the money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises

3.4 Indemnity Period and Time Excess

means the period not exceeding the indemnity period limit stated in the list of machinery and plant insured commencing with the occurrence of the accident during which the results of the business are affected in consequence of such accident, provided always that the Company are not liable for the amount of loss arising during the time excess, such time excess to commence as from the beginning of the interruption of or interference with the business resulting in a claim under this Section.

3.5 Rate of Gross Profit

means the rate of gross profit earned on the turnover during the financial year immediately before date of accident to

which such adjustments are made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.

3.6 Standard Turnover

means the turnover during that period in the twelve months immediately before the date of the accident which corresponds to the indemnity period to which such adjustments are made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.

3.7 Annual Turnover

means the turnover which the Insured would have been able to obtain but for the accident during the twelve months immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.

3.8 Accident

means unforeseen and sudden physical loss or damage occurring to the insured machinery and necessitating its immediate repair or replacement due to causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, malice, shortage of water in boilers, physical explosion (as defined hereunder), tearing apart on account of centrifugal force, short circuit, storm, or any other cause not specifically excluded hereinafter whilst such machinery is

- (i) working or at rest
- (ii) being dismantled, moved or re-erected for the purpose of cleaning, inspection, repair or installation at another location within the premises, provided such machinery has successfully completed its performance acceptance tests.

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this Section of the policy only:

4.1 Benefits from Other Premises

If during the indemnity period goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others acting on his behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the turnover during the indemnity period.

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4.2 Return of Premium

If the Insured declares at the latest six months after the expiry of any policy year that the gross profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance, as certified by the Insured's auditors, was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid on such sum insured for such period of insurance shall be made in respect of the difference.

If any accident has occurred giving rise to a claim under this Section, such return shall be made in respect only of so much of said difference as is not due to such accident.

4.3 Relative Importance

The term "relative importance" referred to in the list of machinery and plant insured shall be the percentage effect which a breakdown of a particular machine will have on the total gross profit, disregarding any loss-minimizing measures. If in the event of an accident affecting an insured item of machinery the percentage of relative importance stated in the list of machinery and plant insured for this item is lower than the actual percentage of relative importance subsequently arrived at for the period of interruption, the Company shall only be liable to indemnify the proportion which the percentage of relative importance stated in the list of machinery and plant insured bears to the actual percentage.

4.4 Overhauls

In calculating the loss, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption.

4.5 Benefits after Recommissioning

If during a period of six months immediately following the recommissioning of insured machinery after an accident, the Insured derives benefits from deferred sales or from increased production and/or profits as a consequence of an interruption, such benefits shall be taken into account in determining the indemnity payable under this Policy.

4.6 Reinstatement of Sum Insured

For the period following the occurrence of an accident up to the end of the policy period the sum insured shall be reinstated by payment of an additional premium on a pro rata basis, such premium to be calculated from that part of the sum insured which corresponds to the indemnity paid; the agreed sum insured shall remain unaltered.

4.7 Material Damage Cover Machinery Insured

The machinery described in the list of machinery and plant insured shall be covered against machinery breakdown during the currency of this Section.

4.8 The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.

4.9 (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the

Company with all details and information necessary for the assessment of the risk.

(b) The Insured shall immediately notify the Company by telegram or by telephone confirmed in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured item and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

(c) Dismantling and reassembling in connection with any examinations shall be carried out by the Insured on such date or dates as the Company and the Insured mutually agree upon for the making of such examinations.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Section is confirmed in writing by the Company.

4.10 The Insured shall be obliged to keep complete records. All records, e.g. inventories, production and balance sheets, for the three preceding years shall be held in safe keeping or, as a precaution against their being simultaneously destroyed, the Insured shall keep separate sets of such records.

4.11 In the event of any occurrence which gives rise or is likely to give rise to a claim under this Policy, the Insured shall

(a) immediately notify the Company by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;

(b) do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interruption of or interference with the business or to avoid or diminish the loss resulting therefrom;

(c) as far as may be reasonably practicable, without causing any increase in the period of interruption or interference, take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim;

(d) discontinue the use of any damaged machinery unless the Company authorize otherwise, and the Company shall not be liable in respect of any further interruption or interference arising out of the continued use of any damaged machinery without their having given their consent to such use until said machinery has been repaired to the satisfaction of the Company.

4.12 In the event of a claim being made under this Section not later than thirty days after the expiry of the indemnity period or within such further times as the Company may allow in writing, the Insured shall at his own expense deliver to the Company a written statement setting forth particulars of his claim together with details of all other policies covering the accident or any part of it or consequential loss of any kind resulting therefrom, and the Insured shall at his expense also produce and furnish to the Company such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim, together with - if required - a statutory declaration of the truth of the claim and of any matters connected therewith.

4.13 In the event of an accident to any insured machinery likely to give rise to a claim hereunder the Company shall have the right to take over and control all necessary repairs or replacements.

4.14 In the event of any occurrence in respect of which a claim is or may be made under this Section the Company and every person authorized by the Company may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any condition of this Section, enter any building where the loss has happened and may take possession of or require that any of the machinery be rendered to them and may keep possession of and deal with such machinery for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Company so to do. If the Insured or anyone acting on his behalf does not comply with the requirements of the Company or hinders or obstructs the Company during any of the abovementioned acts, then all benefit under this Section shall be forfeited.

4.15 The indemnity shall fall due two weeks after its final determination. If after the expiry of one month since the beginning of an interruption of or interference with the business and after the expiry of each further month it is possible to determine the minimum amount which the Company are liable to pay for the elapsed period of interruption, the Insured shall be entitled to demand that such amount be paid to him as an installment of the total indemnity. The Company shall be entitled to postpone payment

- (a) if there is any doubt as to the Insured's right to receive payment, until the necessary proof is furnished;
 - (b) if, as a result of any physical loss or damage or any interruption of or interference with the business, police or penal investigations have been initiated against the Insured, until the completion of such investigations.
- The Company shall not be liable to pay interest other than interest for default.

5 Additional Clauses and Endorsements

5.1 Millennium Bug Exclusion Endorsement

The policy is hereby amended as follows:-

- (a) The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - (1) Correctly recognize any date as its true calendar date;
 - (2) Capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/ or
 - (3) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Company will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- (c) It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.
Such damage or Consequential Loss described in (a) or (b) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.
All other terms, conditions and exclusions of this policy remain unchanged.

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1 Covers

1.1 Material Damage

In the event of any unforeseen physical loss of or damage during the period of insurance specified in the Schedule or any renewal of that period to any part of the Items described under this Section of the Schedule from any cause whatsoever other than those specifically excluded, the Company will pay for all such loss or damage up to an amount not exceeding, in respect of each of the Items, the sum set opposite thereto in the Schedule and not exceeding in all the Total Sum Insured.

Particularly the insurance shall cover loss or damage caused by:

- (a) negligence, improper handling, willful acts of third parties;
- (b) short circuit, over voltage, induction;
- (c) fire lightning, explosion or implosion, including loss or damage caused by actions required to prevent further loss or damage from any such occurrences;
- (d) water, moisture, inundation;
- (e) burglary, theft, robbery, plundering and sabotage
- (f) acts of God;
- (g) faulty construction, error in design, defects in material, bad workmanship

This insurance applies whilst the Insured Items are within the precincts of the Situations.

1.2 Data Media / Rewriting records

Only applicable if specified in the Schedule

It is hereby understood and agreed that, subject to the terms, exclusions and conditions contained in the Policy or endorsed thereon, the Company will indemnify the Insured for loss of or damage to the Data Media explicitly specified in the Schedule.

1.3 Increased Cost of Working

The Company hereby agree with the Insured that if any physical loss or damage insurable under Section 1 of this Policy gives rise to a total or partial interruption of the normal functions of any Item entered under Section 2 of the Schedule, the Company will indemnify the Insured for the actual additional expenditures as specified in the Schedule which were necessarily and reasonably incurred during the Indemnity Period for the sole purpose of avoiding or diminishing the effects of such interruptions or interference.

Particularly, this Section shall cover additional expenditures incurred for:

- (a) the use of substitute items;
- (b) the application of other operating or manufacturing methods;
- (c) the hiring of services or the purchasing of, semi-manufactured or finished products.

2 Exclusions

Exclusions applying to Cover 1.1 Material Damage:

2.1 The Company shall not be liable for:

- (i) Loss or damage due to faults or defects known to the Insured or any of his responsible employees at the time of entering into this insurance and not disclosed to the Company;
- (ii) Wasting or wearing away or wearing out of any part of an Insured Item caused by or naturally resulting from ordinary use or working or gradual deterioration; if an adjacent part of the Insured Item is affected by such loss or damage, the Company shall indemnify according to the terms of this Policy.
- (iii) Consequential loss of any kind or description whatsoever.

Exclusions applying to Cover 1.2 Data Media/Rewriting Records

2.2 The Company shall not be liable for:

- (i) loss or damage due to faulty data-acquisition, e.g. punching errors.
- (ii) loss or damage consisting solely in the alteration of the machine-readable External Information, without simultaneous loss of or damage to the Data Carrying Material, unless it can be proven that such loss or damage is the result of lightning.

Exclusions applying to Cover 1.3 Increased Cost of Working:

2.3 The Company shall not be liable for any additional expenditures incurred as a result or consequence of:

- (i) any restriction imposed by any public authority concerning the reconstruction or resumption of operation;
- (ii) the Insured not having, at his immediate disposal sufficient capital for repairing damaged or replacing lost items;
- (iii) any alteration, improvement or overhauling of an Insured Item in connection with an insured loss event;
- (iv) the reinstatement of damaged or lost data and programs and loss or damage to data media;
- (v) the discontinuance of manufacture of the lost or damaged Item or any non-availability of spare parts of series production for such Item.

General exclusions applying to this section:

2.4 The Company shall not be liable for loss, destruction or damage directly or indirectly caused by or contributed to or arising from:

- (i) nuclear reaction, nuclear radiation or radioactive contamination;
- (ii) earthquake;
- (iii) any willful act of the Insured or his representatives.

If any action or suit or other proceeding where the Company alleged by reason of the General exclusions above, that any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

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2.5 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data procession or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

- Fire
- Explosion
- Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed (Response) any one loss, incurred by the Insured in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party,

even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

3 Definitions

3.1 Data Media

means the Data Carrying Material, i.e. reemployable storage medium for machine-readable External Information, and the machine-readable External information contained therein.

3.2 External Information

means the data stored outside of the central processing unit e.g. in magnetic disks, floppy disks, magnetic tapes, punched cards, magnetic cards.

4 Conditions

Conditions applying to Cover 1.1 – Material Damage

4.1 Insured Items

The Items specified in this Section of the Schedule shall be insured as soon and as long as they are ready for operation. The Items shall be considered as ready for operation as soon as they are prepared to take up work or already in operation upon termination of trial run and - as far as provided - upon termination of trial operation. Provided the Insured Items have once been ready for operation, they remain under insurance cover; also during maintenance, stocking, overhaul or, repair. The same shall apply when the Insured Items are subsequently dismantled or reassembled or tested in trial operation for such purposes.

Tubes and valves are only insured against loss or damage caused by:

- (a) fire, lightning, explosion or implosion, including loss or damage caused by actions required to prevent further loss or damage from any such occurrences;
- (b) water, moisture, inundation.

Exclusively, if and when they have been made the subject of special agreements, this Policy shall cover the following items:

- (a) mobile items;
- (b) external cables, poles and fittings for external cables;
- (c) underground or buried cable;
- (d) data media

This Policy shall not cover:

- (a) electricity or power sources, unless an indemnifiable loss or damage has occurred to the Insured Item of which such electricity or power source forms a part, or to which it was temporarily attached at the time the loss was incurred.
- (b) auxiliary material, expendable parts and operating media such as developing agents, typewriter ribbons, prepared papers, films, sound carriers such as magnetic tapes and discs, sound pick-up systems including stylus tips of disc recorders, screen plates and type carriers.

4.2 Sum Insured

The Sum Insured for each Item shall not be less than the New Replacement Cost. New Replacement Cost shall mean the

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current valid list price plus the respective cost for freight and installation; provided that if the Insured Item is no longer specified in price lists at a later date, the latest list price shall apply and be adapted to any change of wages and prices; in the event that an Insured Item cannot be assigned to any list price, the respective purchase or delivery price of this Item shall apply and also be adapted to any change of wages and prices;

in the event that neither a list price nor a purchase or delivery price can be determined, the sum of those costs shall apply which in each individual case are necessary for manufacturing the Item in actual design and capacity; Special rebates and price allowances must not be considered.

If at the time of loss of or damage to any Item insured under this Policy it is found that the Sum Insured is less than the New Replacement Cost then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the Sum Insured bears to the New Replacement Cost.

Each Item insured under this Policy shall be separately subject to this condition.

4.3 Adjustment of the Sum Insured

Should the New Replacement Cost vary by more than 5 percent as Compared with the latest fixing of the Sum Insured or change on account of an extension or alteration of the Insured Item, the Company shall be entitled to increase or reduce the Sum Insured accordingly.

4.4 Basis of Indemnity

(i) The Company shall at their option indemnify the Insured

- (a) either by repair or replacement of the lost, damaged or stolen Item (compensation in kind); and the replaced parts (salvaged material), shall become the property of the Company;
- (b) or by payment in cash of the cost required for repair or replacement (compensation in money)

(ii) If compensation is made in money, the Company shall pay:

- (a) in the case of Partial Loss, the actual repair costs less the value of the salvaged material; when no repair is made, the Company shall compensate for the estimated cost of repair, however, not more than the Actual Cash Value of the depreciated Insured Item immediately before the occurrence of the loss or damage.
- (b) in the case of an actual or constructive Total Loss, the New Replacement Cost Less the value of the salvage of the salvage material; when no replacement is made, the Company shall compensate only for the Actual Cash Value of the depreciated Insured Item immediately before the occurrence of the loss or damage, the same shall apply in the cases specified under No. 3(b).

(iii) A loss shall be deemed to be a Partial Loss if the cost-of restoring the damaged Item to its former working condition (repair) plus the value of the salvaged material:

- (a) is less than the New Replacement Cost or
- (b) is less than the Actual Cash Value immediately before the occurrence of the loss or damage with regard to Items for which spare parts of series production are no longer available (Obsolete items)

Otherwise the loss shall be deemed to be a Total Loss.

(iv) Furthermore, the Company shall compensate for necessary extra charges incurred for:

- (a) express freight;
- (b) overtime, night work, work on public holidays and Sundays.

(v) Only subject to, special agreements, compensation shall be paid for:

- (a) extra charges for air freight;
- (b) any cost for masonry, plastering, painting, earth and chisel or similar work.

(vi) The Company shall not pay compensation for:

- (a) any cost which would have been incurred even if the loss or damage had not occurred (e.g. for maintenance)
- (b) additional costs of any alteration or improvement of the Insured Item in connection with an insured loss event;
- (c) any other costs which by their nature or amount are not included in the Sum Insured;
- (d) the amount of the Deductibles stated in the Schedule in respect of each and every occurrence giving rise to loss or damage.

(vii) If the damaged, Item is provisionally repaired, the liability of the Company shall be limited to the final repair cost which would have been incurred if provisional repairs had not been made.

Conditions applying to Cover 1.2 Data Media / Rewriting records

4.5 Sum Insured

The Sum Insured shall be the amount required to replace all Data Carrying Material and to reinstate all machine-readable External Information contained therein.

4.6 Basis of Indemnity

The Company shall be liable up to an amount not exceeding the Sum Insured specified per item in the Schedule for the necessarily incurred costs of replacing the Data Carrying Material reinstating the External Information contained therein.

If the reinstatement does not take place within a period of two years following the loss or damage, the Company will only indemnify the actual cash value of the Data Carrying Material at the moment of the loss or damage.

The indemnification for any loss or damage is reduced by the agreed deductible stated in the Schedule.

Conditions applying to Cover 2 Increased Cost of Working:

4.7 Annual Sum Insured

The Annual Sum Insured under this Section shall be the

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total amount which the Company would have to pay as additional expenditures as specified in the schedule for a period of 12 months. The Annual Sum Insured shall be based on the maximum amounts agreed per day and per month as specified in the Schedule.

4.8 Indemnity Period

The Company shall be liable only for additional expenditures arising within the agreed Indemnity Period stated in the Schedule.

The Indemnity Period shall commence at the date of the earliest possible discovery of the physical loss or damage by the Insured in accordance with the technical rules, but at the latest date when additional expenditures arise.

4.9 Basis of Indemnity

- (1) The Company shall be liable up to an amount not exceeding the indemnification agreed per day and per Item the Indemnity Period as specified in the Schedule, however, not exceeding the amount agreed for any monthly period.
- (2) The Company shall not be liable for such additional expenditures which would have been incurred even if there would not have been a physical loss or damage giving rise to a total or partial interruption of the normal functions of an Item entered in the Schedule, particularly if such additional expenditures result from planned or necessary alteration, improvement or overhauling work on the insured Item.
- (3) Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.
- (4) The Company shall not be liable in respect of the amount of the Deductibles stated in the Schedule in respect of each and every occurrence giving rise to loss or damage.

General Conditions applying to this Section:

4.10 Notice and Claims

On the happening of any event which might give rise to a claim under this Policy the Insured shall:

- (a) notify the Company or their nearest representative as soon as possible by telephone, telegram, telex or registered letter, giving an indication of the nature and extent of loss or damage.
- (b) take all reasonable steps within his power to minimize the extent of loss or damage;
- (c) preserve any damaged or defective parts and make them available for inspection by a representative of the Company;
- (d) supply at the request of and free of expense to the Company all proof, information and such other evidence with respect to the claim as the Company may reasonably require;
- (e) notify the Police of any loss or damage due to fire, explosion, burglary, theft and robbery or any attempt there at.

The Company shall not be liable for loss or damage of which no notice has been received by the Company

within fourteen days of its occurrence.

4.11 Alteration of Risk

Notice in writing shall be given as soon as possible to the Company of every change materially varying any of the facts or circumstances existing at the commencement of this Policy and the Scope of Cover, Sum Insured and/or the Premium shall, if necessary, be adjusted accordingly.

4.12 Precautions

The Insured shall at his own expense take all reasonable precautions to prevent loss or damage and to comply with statutory requirements and manufacturers' recommendations relating to the safeguarding and operation of the Insured Items.

4.13 Observance of Terms and Conditions

The due observance and fulfillment of the terms and conditions of this Policy, in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Questionnaire and Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

4.14 Payments

Where the Insured named in the Schedule comprises more than one party, any payment under this Policy shall be made to the party named in the Schedule for this purpose, and a formal receipt of which payment by such party or representative shall constitute a full and sufficient release and discharge to the Company.

4.15 Reinstatement of Sum Insured

Following the occurrence of any loss of or damage to any Item insured under any section of this Policy the Sum Insured in respect of such Item shall immediately stand reduced by the amount paid or payable in respect of such loss or damage. Nevertheless, the Sum Insured shall be reinstated to the full amount stated in the Schedule in respect of such Item from the time of the occurrence of the loss or damage provided that an additional premium calculated on a pro-rata basis from the date of the occurrence to the expiry of the Policy shall be paid by the Insured upon any amount so reinstated.

4.16 Internal Breakdowns

It is agreed and understood that, subject to the terms, exceptions and conditions contained in the Policy or, endorsed thereon, the Company will not indemnify the Insured for costs which are usually covered by a maintenance agreement.

Especially not for costs of rectification (including costs for search and fault identification) of

- (1) mechanical or electrical failure, malfunction, derangement or breakdown;
- (2) loss or damage to individual components, printed circuit boards or other individual parts of the Insured item

Unless it can be proven that such loss or damage is the result of an external accident as far as covered under this Policy, or fire or explosion ensues and then only for the loss or damage caused by such fire or explosion provided that the perils of fire or explosion are not excluded elsewhere in this Policy.

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Subject of maintenance as far as this endorsement is concerned are:

- security checks
- preventative maintenance
- repair of defects due to wear and tear
- repair of defects occurred during normal operations without external influence.

4.17 Maintenance

It is agreed and understood that, subject to the terms, exceptions and conditions contained in the Policy or endorsed thereon, the Company will indemnify the Insured for loss of or damage to the Insured Item only if the Insured has concluded a comprehensive maintenance agreement. Nevertheless, the Company will not indemnify the Insured for costs which are covered by this maintenance agreement. Especially not for costs of rectification (including the costs of search and fault identification) of

- (1) mechanical or electrical failure, malfunction, derangement or breakdown
- (2) loss or damage to individual components, printed circuit boards or other individual parts of the Insured item

Unless it can be proven that such loss or damage is the result of an external accident as far as covered under this Policy, or fire or explosion ensues and then only for the loss or damage caused by such fire or explosion, provided that the perils of fire or explosion are not excluded elsewhere in this Policy.

Subject of maintenance as far as this endorsement is concerned is:

- security checks
- preventative maintenance
- repair of defects due to wear and tear
- repair of defects occurred during normal operations without external influence.

5. Additional Clauses and Endorsements

5.1 Computer Virus and External Networks Endorsement

It is understood and agreed, notwithstanding any provision to the contrary within this Policy or any endorsement thereto, the following is included:

This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA caused by a COMPUTER VIRUS or the FAILURE OF AN EXTERNAL NETWORK or loss of use, reduction in functionality, cost or expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or

otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Failure of an external network means failure of some or all services provided by an internet service provider, or telecommunications provider outside a radius of 150 metres from the insured location specified in the original policy.

5.2 Data Distortion/ Corruption Exclusion Endorsement

It is noted and agreed this Policy is hereby amended as follows:

The Company will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

- (1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- (2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- (3) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This Endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such damage or consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

5.3 Political Risk Exclusion Endorsement

This Policy does not insure loss or damage caused by or resulting from:

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

5.4 Nuclear Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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

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any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against in this Policy. However, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

This endorsement also excludes 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 related to above.

If the Company allege that by reason of this exclusion, any loss, damage, cost or expenses 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.

5.5 Memo A

It is hereby declared and agreed that this Policy does not cover the following:

- (a) non-electronic equipment
- (b) electronic equipment more than 10 years old
- (c) earthquake and volcanic eruption

5.6 Millennium Bug Exclusion Endorsement

The Policy is hereby amended as follows:-

- (a) The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar Device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - (1) Correctly recognize any date as its true calendar date:
 - (2) Capture, save, retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date: and/or
 - (3) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save retain or correctly process such data on or after any date.
- (b) It is further understood and the Company will not pay for the repair or modification of any part of an electronic data processing system on its related

equipment, to correct deficiencies or features of logic or operation

- (c) It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, Inspection installation maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above

Such damage or consequential loss described in (a), (b) & (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This endorsement shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike & civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami. Freeze or weight of snow.

All other terms, conditions and exclusions of this policy remain unchanged.

5.7 Temporary Storage Clause

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

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the Company is limited to 10% of the total sum insured or RM100,000 whichever is the lower for property covered under this clause.
- (c) the Company 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).

5.8 Designation Clause

For the purpose of determining where necessary the item (column heading) under which any property is insured, the Company agrees to accept the designation under which such property is entered in the insured's books.

5.9 Computer System Records

Computer systems records are insured only for the value of the materials together with the cost 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 of the information contained therein.

The following Additional extensions are covered only if portable equipment is covered as stated in the schedule:

5.10 Endorsement 101/1A (Applicable To Mobile Equipment)

Electronic Equipment

Portable equipment (loss through theft)

It is agreed and understood that, subject to the Terms, Exceptions and Conditions contained in the Policy or endorsed thereon, the Company shall indemnify the Insured for loss of, or damage to:

- (a) Portable electronic equipment if used outside of the Insured Location.
- (b) In the event of loss through burglary and/or theft, the Insured's deductible shall per the Original Policy's deductible of the indemnifiable loss, or at least the original deductible as laid down in the contract, whatever is higher.
- (c) If the Insured Item was stolen (burglary/theft) out of a vehicle, the Company shall only be liable to pay indemnify if:
 - The vehicle had a hardtop roof;
 - The vehicle was properly locked after having been parked;
 - It can proven that the item was stolen (burglary/theft) between 6.00 and 22.00 hours; (this time restriction is not applicable if the vehicle was parked in a locked garage or on a guarded parking lot);
 - The Insured Item was stored inside the vehicle where it was not visible from outside, e.g. the car boot.

Fidelity

1 Cover

- 1.1. The Company agrees to indemnify the Insured against loss of money or other property which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts of an Employee or Employees, acting alone or in collusion with others and discovered not later than twelve months (known as Discovery Period) after the termination of :-
- (i) the insurance in respect of such employee or;
 - (ii) this Policy whichever occurs first; and
 - (iii) for auditor's fees incurred with the Company's written consent solely to substantiate the amount of any claim made this clause, to an amount not exceeding in the aggregate the amount stated in the Schedule, subject always to the adequacy of coverage.
- 1.2. Dishonest or fraudulent acts shall mean only dishonest or fraudulent acts committed by such insured Employee with the manifest intent:
- (i) to cause the Insured to sustain such loss; and
 - (ii) to obtain financial benefit for that Employee, or for any other person or organization intended by the Employee to receive such benefit earned in the normal course of employment.

2 Exclusions

- 2.1. This Insurance cover does not apply:
- (i) to the defense of any legal proceeding brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding result or would result in a loss to the Insured covered by this Insurance cover;
 - (ii) to loss, or that part of any loss, as the case maybe, the proof of which either as to its factual existence or to its amount, is dependent upon an inventory computation or a profit and loss computation.
 - (iii) to potential income, including but not limited to interest and dividends, not realized by the Insured because of a loss covered under this Insurance cover
 - (iv) to damages of any type for which the Insured is legally liable, except compensatory damages arising from a loss covered under this Insurance cover
 - (v) to costs, fees and other expenses incurred by the Insured in establishing the existence of or amount of loss covered under this Insurance cover.
 - (vi) to any Employee who has had prior convictions of any fraudulent or dishonest act, or is under investigation on such a charge.

3 Definitions

For the purposes of this section of the policy only,

3.1. Employee

means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the

regular service of the Insured in the ordinary course of the Insured's business during the Policy Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter.

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

4.1. Consolidation – Merger

If, through consolidation or merger with , or purchase of assets of, some other concern , any person shall become Employees, the insured shall give the Company written notice thereof and shall pay an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

4.2. Joint Insured

If more than one Insured is covered under this Section, the Insured first named shall act for itself and for every other Insured for all purpose of this Fidelity Guarantee Insurance cover. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Exclusions 2.1(vi), Conditions 4.6 and Conditions 4.10 constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Conditions 4.10 shall apply to every insured. If, prior to the cancellation or termination of this Policy in its entirety, this cover is cancelled or terminated as to any insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination. The liability of the Company for loss sustained by any or all of the Insured shall not exceed the amount for which the Company would be liable had all such loss been sustained by any one of the Insured. Payment by the Company on account of such loss. If the Insured first named ceases for any reason to be covered under this Policy, then the Insured next named shall thereafter be considered as the Insured first named for all purpose of this cover.

4.3. Loss Under Prior Fidelity Guarantee Policy

If the coverage of this cover is substituted for any prior coverage of insurance carried by the Insured or by any predecessor in interest of the insured, which prior coverage or policy is terminated, cancelled or allowed to expire as of the of such substitution, the Company agrees that this insurance applies to loss which is discovered as provided by the Conditions and Limitations and which would have been recoverable by the Insured of such predecessor under such prior insurance or policy except for the fact that the time within which to discover loss thereunder had expired; provided

- (i) the indemnity afforded by this Section shall be part of,

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and not in addition to, the amount of insurance afforded by this Fidelity Guarantee cover;

- (ii) such loss would have been covered under this insurance had this cover with its agreements, limitations and conditions as at the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (iii) recovery under this insurance due to such loss shall in no event exceed the amount which would have been recoverable under this cover in the amount for which it is written as of the time of such substitution, had this insurance been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior insurance cover or policy had such prior insurance or policy continued in force until the discovery of such loss, if the latter amount be smaller.

4.4. Insurance Cover Period, Territory, Discovery

Loss is covered under this Section only if discovered not later than one year from the end of the Policy Period.

Subject to Conditions 4.3 above, coverage applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Policy Period by any of the Employees engaged in the regular service of the Insured within the territory stated in the Schedule or while such Employees are elsewhere for a limited period.

4.5. Ownership of Money or Other Property

The Insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable.

4.6. Loss, Notice & Proof

Upon knowledge or discovery of loss under this Insurance cover, the Insured shall: (a) give notice thereof as soon as practicable to the Company or any of its authorized agents, and (b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss.

Upon the Company's request, the Insured shall produce for the Company's examination all pertinent records, at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Insurance cover, nor until ninety days after the required proofs of loss have been filed with the Company, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Insurance cover, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

4.7. Recoveries

If the Insured shall sustain any loss covered by this Insurance cover which exceeds the amount of indemnity provided by this Insurance cover, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) by whomsoever made, on account of such loss under this Insurance cover until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of Company.

4.8. Limit of Liability

Indemnification by the Company for any loss under this Insurance cover shall not reduce the Company's liability for other losses under this Insurance cover whenever sustained. The Company's total liability under this Insurance cover for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the amount stated in the Schedule.

Regardless of the number of years this Insurance cover shall continue in force and the number of premiums which shall be payable or paid, the limit of liability stated in the Schedule shall not be cumulative from year to year or period to period.

4.9. Limit Of Liability Under This Insurance Cover And Prior Insurance.

With respect to loss caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to any Employee as provided in the Insuring Clause above and which occurs partly during the Insurance cover Period and partly during the period of other insurance covers or policies issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Company under this Insurance cover and under such other insurance covers or policies shall not exceed, in the aggregate; the amount stated in the Schedule or the amount available to the Insured under such other insurance covers, or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

4.10 Cancellation As To Any Employee

This Insurance cover shall be deemed canceled as to any Employee:

- (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee; or
- (b) at 12.01 A.M Malaysian time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall not be less than fifteen days after the date of mailing. The mailing by the Company of notice as aforesaid to the Insured at the address shown in this Insurance cover shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing.

4.11 Loss Caused by Unidentifiable Employees

If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of this Insurance cover, subject to the provisions of Clause 2 (b) of this Insurance cover, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employee, and provided, further that the aggregate liability of the Company for any such loss shall not exceed RM 10,000.

Special Endorsements

4.12 Excess Clause

The Company shall not be liable under the attached insurance cover on account of loss through acts or defaults committed at any time by any Employee or in which such Employee is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by the Insured, obtained or made by the Insured, other than from any insurance cover or policy of insurance issued by a surety or insurance Company covering such loss, or by the Company on account thereof prior to payment by the Company of such loss, shall exceed in the aggregate the sum of RM250.00 (hereinafter called the Deductible Amount) and then for such excess only, but in no event for more than the amount of indemnity carried under the attached insurance cover on such loss.

Clause Conditions 4.7 of the attached insurance cover is deleted and the following substituted therefore:

“Conditions 4.7 If the Insured shall sustain any loss covered by this Insurance cover which exceeds the amount of Indemnity provided by this Insurance cover plus the Deductible Amount, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company) less the actual cost of effecting the such recoveries; until fully reimbursed for the excess amount, and any remainder shall be applied to the reimbursement of Company before reimbursement of such Deductible Amount.”

4.13 Known Claims & Circumstances Exclusion Clause

It is hereby understood and agreed that the Company shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to any wrongful acts occurring prior to the inception date of this policy if on or before the inception date of this policy any insured knew or could have reasonably foreseen that such wrongful act could lead to a claim.

4.14 Discovery Period Clause

Notwithstanding anything stated to the contrary, the Company shall be liable for any loss suffered by the Insured as a result of any dishonest or fraudulent act of an employee as covered by the Section on the renewal of the Policy, in any period of insurance subject to such loss being discovered not

later than twelve (12) months after the termination of service or resignation of the employee or twelve (12) months after the non renewal of the Policy whichever shall occur first.

The Company shall be notified within 30 days of the discovery of the loss.

4.15 Auditors & Accountants Fees Clause

In the event of a claim being admitted under this Insurance, the Section shall include Auditors and/or Accountants fees to an amount not exceeding RM5,000.00 such fees being reasonably incurred in:

- (a) providing satisfactory proof of pecuniary loss by the Employer
- (b) preparations of a detailed statement as required under the Claim Conditions of this Policy provided that the terms “Auditors and/or Accountants” under this clause shall mean a Professional Auditor and/or Accountant approved by both the Insurance and the Employer.

Group Personal Accident

1 Cover

Accidental Death & Disablement

- 1.1 This insurance only covers injuries arising out of accident that occur during the Policy Period which, directly and independently of all other causes, result in either death, disablement or total disability (as described at Appendix A) premium for which coverage has been paid or agreed to be paid. In the case of overlapping Benefits, indemnity calculated from the highest Benefit will be that which is payable.
- 1.2 The Company agrees that if during the Policy Period the Insured Person sustains Injury as the result of a covered Accident which result in death or Permanent Total Disablement within twelve (12) calendar months from the date of the Accident, the Company will pay the Insured Person or their named nominee as the case may be, the relevant percentage of sum insured applicable to benefit as stated in the Schedule of Benefit at Appendix A.
- 1.3 In the event of any Permanent Disablement not otherwise provided for under the Schedule of Benefits, the Company reserves the right to adopt such percentage as in the Company's opinion the percentage of disablement without taking into account the occupation of the Insured Person and which is not inconsistent with the indemnities provided under the Schedule of Benefits.
- 1.4 If the Insured Person is left-handed, the percentage relating to the right arm or right hand shall apply to the left arm or left hand respectively and the percentages relating to the left arm or left hand apply to the right arm or right hand respectively.
- 1.5 When more than one infirmity arises from one Accident, the percentages are added together but cannot exceed 100% of the Accidental Death and Permanent Disablement indemnity stated in the Schedule of Benefits.
- 1.6 **Compensation limit:** Compensation shall not be payable for more than one of the Events 1 to 19 in the Benefit table in respect of the same injury. The admission of any one benefit (Event 1 to 19 in the Benefit table) will exhaust that particular benefit coverage for a particular Insured Person. The policy will continue as if that coverage benefit had been cancelled for that Insured Person.
- 1.7 Total compensation payable for each Insured Person in one policy year is limited to 100% of the Sum Assured. Should this 100% limit be reached before the policy term, then coverage for the Insured Person lapses at the moment the last event giving rise to the 100% benefit or that difference making up the balance of the 100% benefit occurs.

2 Exclusions

This insurance excludes anyone falling within the following events or situations. This exclusion shall not be cancelled by any endorsement, which does not refer to a specific exclusion, in whole or in part. The Policyholder shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise

under or through any of the above excepted circumstance or cause:-

- 2.1 the Insured Person is below the age of 16 or above the age of 65;
- 2.2 members of the Armed forces, Police ,Fire Department , Government enforcement agencies, Air crew, Ship crew and Security Service provider while on duty or participating in an activity related to their profession.
- 2.3 racing driver or rider, stuntman ,bodyguard and related activities.
- 2.4 Pre-Existing Condition;
- 2.5 suicide or intentional self-inflicted injuries or any attempted thereof while sane or insane;
- 2.6 during air travel (except as a fare paying passenger in any properly licensed private and/or commercial aircraft);
- 2.7 any criminal act or resistance to arrest;
- 2.8 participation in any illegal activities or violation of a law which carries any penalty of imprisonment;
- 2.9 treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug Accident;
- 2.10 pregnancy, miscarriage or childbirth or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
- 2.11 psychosis, mental or nervous disorders or sleep disturbance disorders;
- 2.12 cosmetic or plastic surgery or any elective surgery unless necessitated by injury caused by an Accident
- 2.13 any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
- 2.14 any congenital defect
- 2.15 routine health checks, any investigation(s) not directly related to admission diagnosis, illness or injury or any treatment;
- 2.16 investigation which is not medically necessary or convalescence, custodial or rest care;
- 2.17 Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus);
- 2.18 engaging, practicing or participating in a sport in a professional capacity or when a Insured Person would or could earn income or remuneration from engaging in such sport;
- 2.19 death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order

Group Personal Accident

of any government or public or local authority;

2.20 The Company will not pay under any section of this policy where such payment would violate a government prohibition or regulation;

2.21 The Company is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension for any loss or claim arising in, or where the Insured Person or any beneficiary under the policy is a citizen or instrumentality of the government of, any country/countries against which any laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company from providing insurance coverage or transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary/beneficiaries who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate holding entity.

3 Definitions

For the purposes of this section of the policy only,

3.1 Accident/Accidental

means a sudden, unintentional, unexpected, unusual and specific events that occurs at an identifiable time and place which shall independently of any other cause be the sole cause of Injury resulting in Death or Disablement .

3.2 Activities of Daily Living

means

- (a) Transfer: Getting in and out of a chair without requiring physical assistance.
- (b) Mobility: The ability to move from room to room without requiring any physical assistance.
- (c) Continence: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) Bathing/Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) Eating: All efforts to eat food after it is prepared.

3.3 Benefit(s)

means the respective benefits under this policy, more particularly described in the Schedule of Benefits.

3.4 Child/Children

means a legal child (whether biological, step or adopted) who is between the ages of One (1) year and under 18 years, who has never been married and is financially wholly dependent on the Insured Person. The upper age limit is extended to 23 years if such children are registered into recognized

educational institutions and are actually studying full-time courses there.

3.5 Covered Injury

means Injury due to an Accident occurring during the Policy Period.

3.6 Competent Age

refers to the age eligibility of the Insured Person to qualify for cover under this Policy, and ranges from 16 (Sixteen) years old to 65(sixty-five) years old.

3.7 Congenital Conditions

means any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth whether known or unknown to the Insured Person. These conditions include all types of hernias, and epilepsy except when caused by a trauma, which occurs after the inception date of cover.

3.8 Common Carrier

means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers and any fixed wing aircraft provided and operated by an airline or an air charter Company which is duly licensed for the regular transportation of far paying passengers and nay helicopter provided and operated by an airline which is duly licensed for the regular transportation of far paying passengers and operating only between established commercial airports or licensed commercial heliports and any regularly scheduled airport limousine operating on fixed routes and schedules.

3.9 Confinement

means admission to a Hospital for a minimum period of six (6) hours upon the recommendation of a Physician or Surgeon. Confinement shall be evidenced by a daily room/room & board charge by the Hospital and under no circumstances shall the Company pay for more than one Hospital Income Benefit and Board for each day of Confinement.

3.10 Date of Loss/Accident

means the date when the Accident or Disability occurs.

3.11 Disability

means a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

3.12 Effective Date

means the date from which the insurance coverage under this policy becomes effective. The Effective Date of this policy is as stated in the Policy Schedule. The Effective Date of the Certificate of Insurance (if applicable) will be that stated in the respective Certificates of Insurance.

3.13 Hospital

means only an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- (i) has facilities for diagnosis and major surgery,
- (ii) provides 24-hours a day nursing services by registered and graduate nurses,
- (iii) is under the supervision of a Physician, and

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(iv) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

3.14 Injury

means bodily injury caused solely by Accident.

3.15 Insured Person

means the person declared in the application.

3.16 Loss of Fingers Or Toes

means the complete severance of the finger or toe through or above the metacarpophalangeal joint or metatarsophalangeal joint.

3.17 Loss of Hearing

means permanent irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1000 Hertz

If c dB = Hearing loss at 2000 Hertz

If d dB = Hearing loss at 4000 Hertz

1/6 of (a+2b+2c+d) is more than 80dB

3.18 Loss of Limb

means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

3.19 Loss of Sight

means the total, absolute and irrecoverable loss of sight.

3.20 Loss of Speech

means the disability in articulating any three of the four sounds which contribute to the speech (i.e. the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds) or total loss of vocal cord or damage of the speech center in the brain resulting in the inability to speak.

3.21 Loss of Use

means permanent limitation in function in relation to the limb or organ following an Injury.

3.22 Policy Period

means the period for which premium has been paid and where insurance cover is effective. It is the period between the policy inception date (or date of its last reinstatement pursuant to the provisions of this policy, whichever is later) and the expiry date as stated in the Policy Schedule

3.23 Permanent

means lasting a full period of twelve (12) calendar months from the Date of Loss and at the end of such period being beyond any hope of recovery or improvement.

3.24 Permanent Total Disablement

means physical disablement as a result of Injury and commencing within three hundred and sixty-five (365) days from the Date of Loss, an Insured Person is totally, continuously and permanently disabled and prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him/her in his/her daily life had such disablement not occur.

3.25 Physician or Surgeon

means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding doctor, physician or surgeon who is the Insured

Person himself.

3.26 Pre-Existing Condition

means disabilities that existed before the Effective Date of this Policy and for which the Insured Person is receiving treatment or has shown manifestations/symptoms irrespective of whether the Insured Person was aware or should have reasonably been aware. Consultation with a Physician for any sign or pain or discomfort shall constitute a manifestation or symptom of a Disability.

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

4.1 Termination Of Coverage

The insurance coverage afforded for each Insured Person shall terminate automatically on the earliest of the following dates:

When the Insured Person reaches 66 years of age; or

On the date when the Insured Person relationship to the Policyholder terminates; or

Immediately after admission of 100% liability for an admitted claim by the Company; or

In the event of any fraud in the procurement of this insurance or in deriving any benefits hereunder.

4.2 Medical Examination

The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.

4.3 Age Limits For Persons Insured Under This Policy

Entry age of the Insured Person shall be from the age of Sixteen (16) years to Sixty Five (65).

4.4 Mis-Statement of Age

All ages referred to in this policy shall be the age of the Insured Person at his last birthday. Where the age of the Insured Person has been misstated and it is found that at the correct age the Insured Person is not insurable under this policy pursuant to the Company's underwriting rules, the policy shall be void.

4.5 Exposure and Disappearance

If as a result of the Accident, the Insured Person is inevitably exposed to forces of nature and/or weather elements which cause death or bodily injury covered under this Policy, such incidental death or bodily injury shall be covered under this policy.

An Insured Person shall be deemed dead for purposes of this policy if his/her body is not found for more than one (1) year as a result of sinking and/or wreck of Common Carrier in which the Insured Person was a fare-paying passenger and onboard at the time of the Accident. In the event the Insured Person is found to be alive after the benefit(s) under this policy has/have been claimed by the Insured Person's named nominee(s), any sum of monies so paid by the

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Company shall be refunded to the Company forthwith upon written notice for such refund, failing which, such sum shall be a recoverable debt by the Company.

4.6 Rights of Ownership

The Policyholder shall have the right to exercise every option, benefit or privilege conferred by the provisions of the Policy. Every transaction relating to the policy shall be between the Company and the Policyholder and shall be valid without notice to or with the consent of the Insured Person.

4.7 Change in Country Of Residence

Cover of the Insured Person is subject to their residence in Malaysia. Cover does not extend to any of the Insured Person residing outside of Malaysia unless prior extension of cover has been accorded by the Company. It is a condition precedent to liability under this policy that in the event of change of Country of Residence, the Company must be informed in writing of any change in the Insured Person's country of residence. A change in the country of residence shall be deemed to mean the Insured Person is living or is intending to live in another country other than Malaysia in excess of six (6) calendar months whether consecutive or otherwise. Failure to notify the Company of this change will invalidate the Insurance in respect of that Insured Person with effect from the date he/she leaves Malaysia. The Company reserves the right to continue cover on the prevailing terms and conditions or to decline cover under this policy upon receipt of such information.

4.8 To Whom Indemnity is Payable

Indemnity for all benefits will be paid to the Policyholder. The process of claim including settlement will be handled directly between the Company and the Policyholder whose sole discharge will constitute full and final discharge of the claim lodged.

4.9 Change in Risk

The Insured Person shall give immediate notice in writing to the Company of any material change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.

4.10 Addition / Deletion Clause

It is hereby declared and agreed that any additional employees will be automatically covered by this policy from the first day of employment at no additional premium. No refund will be accorded for any employees who have left the employment.

Appendix A Schedule of Benefits

Benefit Table	Percentage Of Principal Sum Insured
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all limbs	100%
4. Permanent Total Loss of Sight of Both Eyes	100%
5. Permanent Total Loss of Sight of One Eye	100%
6. Loss of or the Permanent Total Loss of Use of Two Limbs	100%
7. Loss of or the Permanent Total Loss of Use of One Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent Total Loss of Hearing in	
a) both Ears	75%
b) one Ear	25%
10. Permanent and Incurable Insanity	100%
11. Loss of Speech	50%
12. Permanent Total Loss of the Lens of One Eye	50%
13. Loss of or the Permanent Total Loss of Four Fingers and Thumb	60%
14. Loss of or the Permanent Total Loss of Use of One Thumb	
a) Both Phalanges	30%
b) One Phalanx	10%
15. Loss of or the Permanent Total Loss of Use of Four Fingers	40%
16. Loss of or the Permanent Total Loss of Use of Fingers	
a) Three Phalanges	10%
b) Two Phalanges	8%
c) One Phalanx	5%
17. Loss of or the Permanent Total Loss of Use of Toes	
a) All of One Foot	15%
b) Great, Both Phalanges	5%
c) Great, One Phalanx	3%
d) Other than Great Toe, each toe (one phalanx or more)	1%
18. Fractured Leg and/or Patella with Established Non-Union	10%
19. Shortening of Leg by at least 5 cm	7.5%

Employers' Liability

1 Covers

Now this Policy witnesseth that if any person under contract of service or apprenticeship with the insured 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 the Insured in the Business.

- (a) The Company will subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) in respect of such injury or disease indemnify the Insured against liability at law for damage and claimant's costs and expenses.
- (b) The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

2 Exclusions

2.1 The Company shall not be liable under this Policy in respect of

- (a) the Insured's liability to employees of contractors to the Insured.
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- (d) any injury by accident or disease sustained outside the Geographical Area.
- (e) any liability of the Insured to pay compensation to an employee or to the legal personal representative or dependants of an employee by virtue of any Workmen's compensation law.
- (f) Any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military usurped power.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material.
 - (ii) ionizing 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.
- (h) Asbestos
Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of,

installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

Silica

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

- (i) This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.
- (j) It is understood and agreed that this insurance shall not apply to any liability arising out of consequential loss or loss of use arising out of damage to or destruction of any property belonging to any Principal or Contractor or whom work is being performed by or on behalf of the Named Insured.
- (k) It is hereby declared and agreed that this Policy excludes all claims arising out of pure financial loss.

3 Definitions

No additional definitions apply to this section of the policy.

4 Conditions

- 4.1** This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
- 4.2** The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall conditions precedent to any liability of the Company to make any payment under this Policy.
- 4.3** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 4.4** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

Employers' Liability

- 4.5** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
- 4.6** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 4.7** If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
- 4.8** The first premium and all renewal premium that may be accepted are to be regulated by the amount of wages and salaries and other owings paid by the Insured to 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 the insured shall at all times allow the Company to inspect such record and such supply the company with a correct account of such wages salaries and other earnings paid during any Period of Insured within one month from the expiry date of such Period of Insurance. If the amount so paid differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
- 4.9** The Company may cancel this Policy by sending fourteen (14) days' notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.

5 Clauses and Endorsements

5.1 Standard Endorsement No: W.231

Notwithstanding anything stated to the contrary in this Policy, and subject to Condition 8 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period insurance, the liability of the Company in respect of any claim under this Policy shall be proportionately reduce and the Insured shall be considered as his own Company for the difference.

5.2 Common Law Liability

It is hereby understood and agreed that notwithstanding anything stated to the contrary herein, this Policy indemnifies the Insured against all sum for which the Insured shall be liable at Common Law up to a Maximum of RM 500,000/- as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and subject to a Maximum Limit of RM500,000/- during period of insurance.

The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

The expression 'Common Law' is deemed to be the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore and the State of Brunei and includes non-statutory and statutory law relating to payment of such compensation as a Court may award to employees proving injury by negligence of the employer excluding compensation awarded under/any Workmen's Compensation/any Legislation.

5.3 Millennium Clause

(a) The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:

- (1) correctly recognize any date as its true calendar date,
- (2) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
- (3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

(b) It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).

(c) It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design evaluation, inspection, installation, maintenance, repair or supervision done by the Insured

Employers' Liability

or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

- (d) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in (a), (b), (c) or (d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

5.4 War & Terrorism Exclusion

Exclusions 2.1 (f) is amended with the addition of the following exclusions:

War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

Terrorism

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising directly or indirectly as a result of or in connection with "terrorism" including, but not limited to, any contemporaneous or ensuing "bodily injury" or "property damage" caused by fire, looting or theft.

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism. All other terms and conditions of the Policy remain the same.

Workmens' Compensation

1 Covers

Whereas the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to The Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this policy witnesseth that if any time during the Period of Insurance any employee in the insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury either under the Law(s) set out in this Policy or at Common Law

Then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

2 Exclusions

- 2.1** The Company shall not be liable under this Policy in respect of
- (a) any injury by accident or disease directly attributable to war invasion act foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.
 - (b) the Insured's liability to employees of contractors to the Insured.
 - (c) any employee who is not a "workman" within the meaning of the Law(s).
 - (d) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
 - (e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
 - (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material.
 - (ii) ionizing 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.
 - (g) Board and/or lodging and other benefits of employees NOT being insured the Company shall NOT be liable for Compensation in this respect.

(h) This Policy does not indemnify the Insured in respect of any claim arising out of the use of Motor Cycles.

(i) Asbestos

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

Silica

Directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

(j) This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

(k) It is understood and agreed that this insurance shall not apply to any liability arising out of consequential loss or loss of use arising out of damage to or destruction of any property belonging to any Principal or Contractor or whom work is being performed by or on behalf of the named Insured.

(l) It is hereby declared and agreed that this Policy excludes all claims arising out of pure financial loss.

3 Definitions

No additional definitions apply to this section of the policy.

4 Conditions

4.1 This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

4.2 Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4.3 The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

4.4 In the event of any occurrence which may give rise to a

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claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

4.5 No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

4.6 The first premium and all renewal premium that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to 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 the Insured shall at all times allow the Company to inspect such record and such supply the company with a correct account of such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

4.7 The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall conditions precedent to any liability of the Company to make any payment under this Policy.

4.8 Claims if any under this Policy is payable in the currency of the place where the Policy is issued.

4.9 Notice To The Insured

No alteration in the terms and conditions of this Insurance, nor any endorsement hereon will be held valid unless the same is recognized and initialed by an Official of the Company. No renewal receipts are valid unless they are on the printed office form and under the signature of the Company or of an authorized Agent.

4.10 Laws, Clauses Endorsements Applicable To This Section Law(S):-

As set out in this Policy but only as amended up to the date of the commencement of this Policy. Workmen's Compensation Ordinance 1952 (Federation of Malaya)

Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya) Workmen's Compensation (Amendment) Act 1976

Modification of Laws (Workmen's Compensation) (Extension and Modification) Ordinance 1981.

4.11 Full Declaration Of Wages

It is a condition of this Policy that all persons employed and affected by Workmen's Compensation Law must be included and it has been stated in the proposal that the total wages and salaries declared have been fairly estimated.

Therefore, if at the time of claim in respect of injury sustained by an employee of the Insured the Total Wageroll is more than 20% higher than the total wage roll declared, then the insured shall be considered as being his own Company for the difference and shall bear a rateable proportion of the claim accordingly.

5 Clauses and Endorsements

5.1 Average Clause

Warranted that any compensation payable under this Policy shall be based on a monthly average of the wages shown in the Schedule or the actual monthly wages whichever is the less.

5.2 Common Law Liability

It is hereby understood and agreed that notwithstanding anything stated to the contrary herein, this Policy indemnifies the Insured against all sum for which the Insured shall be liable at Common Law up to a Maximum of RM 500,000/- as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and subject to a Maximum Limit of RM500,000/- during period of insurance.

The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

The expression 'Common Law' is deemed to be the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore and the State of Brunei and includes non-statutory and statutory law relating to payment of such compensation as a Court may award to employees proving injury by negligence of the employer excluding compensation awarded under/any Workmen's Compensation/any Legislation.

5.3 Standard Endorsement No:w.231

Notwithstanding anything stated to the contrary in this Policy, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period insurance, the liability of the Company in respect of any claim under this Policy shall be proportionately reduce and the Insured shall be considered as his own Company for the difference.

5.4 Voluntary Workmen's Compensation Endorsement - VWC

Subject otherwise to the terms, conditions and exclusions of this Policy, the coverage by this Policy is extended as follows:-

(1) Employee(s) Covered

Such insurance as is provided by this Policy shall

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also apply to employees in the Insured's immediate service for work within Malaysia at or from the place or places of employment stated in the Schedule and who are (a) registered with the Social Organization (hereinafter called SOCSO) in accordance with the Employees Social Security Act 1969, including any amendments thereof and/or (b) covered under the Foreign Workers Compensation Scheme in accordance with the Workmen's Compensation (Foreign Workers Compensation Scheme) (Insurance) Order 1996.

(2) Insurance Provided

Where possible, in respect of above mentioned employees the Company agrees to pay voluntarily on behalf of the insured, or where not possible, the Company agrees to indemnify the Insured for such amounts as the Insured would have been obliged to pay by way of compensation if the under mentioned laws where applicable and if the Employee(s) covered sustains injury by accident or disease arising out of and in the course of his employment by the Insured in the Business.

"Workmen's Compensation Ordinance 1952 (Federation of Malaya)"

"Workmen's Compensation (Amendment) Ordinance 1956 (Federation of Malaya)"

"Workmen's Compensation (Amendment) Act 1976"

"Workmen's Compensation (Amendment) Act 1996"

Provided that

- (a) At its option, the Company may request the Insured to pay such sums due directly to the persons entitled thereto. Upon receipt of proof of payment to the satisfaction of the Company, the Company will reimburse the Insured for such payments.
- (b) Any person to whom any such compensation payment may be made shall, as a condition precedent to such payment execute such full legal release, as may be required by the Company, of all claims against the Insured and/or the Company on account of such injury, and shall execute an assignment to the Company of any right of action and the proceeds thereof which he may against any person or organization, other than the Insured which is or may be liable for such injuries. If, by virtue of such assignment, the Company collects an amount in excess of the compensation payments made or agreed to be made, the Company shall be entitled to, and shall retain from the amount recovered expenses incident to such recovery and the amount of the compensation payments made or agreed to be made and shall pay any remaining balance of the amount recovered to the person executing such assignment. The Company shall have full power and discretion to proceed against the party at fault, to settle with such party upon such terms as may seem desirable to it, or take no action against such party.

(c) If a person entitled to compensation payment under this extension shall refuse to accept or to continue receiving voluntary payment offered hereunder, or if the Insured shall request that the Company refuse to offer or to continue making such payment, the Company may at its discretion refuse to make such offer or payment or may withdraw, without notice, any offer or undertaking it has previously made, in which event the Company's obligation and liability under this extension shall cease forthwith.

(d) Any claim, suit or demand made or prosecuted against the Insured or the Insured or the Company for damages for such injury shall be considered as a refusal to accept such voluntary payment.

Provided always that in the event of any change in the law(s) or the substitution of other legislation therefore this Policy shall remain in force but the liability of the

Company shall be limited to such sum as the Company would have been liable to pay if the law(s) had remained unaltered.

5.5 Temporary Total Disability Limitation

Should the amount of compensation payable under this extension in respect of Temporary Total or Partial Liability to any one Employee Covered plus similar compensation payable under SOCSO plus any earning from the Insured exceed the usual earnings of such Employee, the amount under this Policy shall be reduced by the amount in excess of such usual earnings.

5.6 Compliance With Statutory Obligation

It is agreed that the Insurance provided under this extension shall not be construed by the Insured as an exemption to comply with any statutory obligation and/or a policy pursuant to the scheme under the Workmen's Compensation (Foreign Workers Compensation Scheme) (Insurance) Order 1996, including registration of employees with SOCSO, where applicable.

5.7 Compliance with Other Policy Terms and Conditions

Provided that, except for the alterations made by this endorsement, all other Policy terms, conditions, exceptions and provisions, remain in full force and effect.

5.8 Standard Endorsement No. W. 2(A)

This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power.

The expression "woodworking machinery" shall not be deemed to include:

Lathes, Fret-saw, Boring machines, Sanding machines, Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws.

5.9 Standard Endorsement No. W. 15(A)

This Section does not indemnify the Insured in respect of any claim arising in connection with:

- (a) The construction, alteration or repair of buildings involving the use of at any stage of mechanically driven

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machinery other than mortar mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.

- (b) Any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out workmen in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair).

N.B Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.

- (c) Construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, bridges, viaducts, bridges, docks, railways, canals or tunnels, well over 20 ft. in depth or any well sinking, other than artesian or tube wells.

- (d) Blasting operations, quarrying or sand or gravel getting.

5.10 Standard Endorsement No. W. 60

It is hereby understood and agreed that subject other wise to the terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Sub-Contractors performing work for the Insured while engaged in the business and occupation in respect of which the within Policy is granted, but only so far as regards claim under

The Workmen's Compensation Ordinance

1952 (Federation of Malaya)

The Workmen's Compensation (Amendment) Ordinance

19~6 (Federation of Malaya)

The Workmen's Compensation (Amendment) Act 1976

Modification of Laws (Workmen's Compensation

(Extension and Modification) Ordinance 1981.

including subsequent amendments to the said Ordinance and Enactment passed prior to the date of this endorsement

5.11 Standard Endorsement No. W. 192

This Policy does not indemnify the Insured in respect of any claim arising in connection with felling, sawing or carting of trees other than light trees not exceeding 20 ft. in height to be used for scaffolding or carrying poles.

5.12 Millennium Clause

- (a) The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:

- (1) correctly recognize any date as its true calendar date,
- (2) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
- (3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

- (b) It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).

- (c) It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

- (d) It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in (a), (b), (c) or (d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

5.13 War & Terrorism Exclusion

Exclusions 2.1(a) is amended with the addition of the following exclusions:

War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

Terrorism

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising directly or indirectly as a result of or in connection with "terrorism" including, but not limited to, any contemporaneous or ensuing "bodily injury" or "property damage" caused by fire, looting or theft.

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group,

Workmens' Compensation

whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the United States Government as an act of terrorism. All other terms and conditions of the Policy remain the same.

Inland Transit

1 Cover

Scope of Cover

This insurance covers Overland Transportation Risks or Overland Transportation All Risks as specified in the Schedule according to the provisions and exclusions hereunder.

1.1. Overland Transportation Risks

This insurance covers loss of or damage to the subject-matter insured caused in the course of transportation by

- (i) fire or explosion
- (ii) earthquake, lightning, hurricane, cyclone or typhoon
- (iii) landslide or collapse of tunnel
- (iv) overturning, derailment or collision of land conveyance
- (v) grounding, stranding, sinking or collision of craft in case craft is employed.

1.2. Overland Transportation All Risks

This insurance covers all risks of physical loss of or damage to the subject-matter insured caused by accident in the course of transportation.

2 Exclusions

This insurance does not cover:

- 2.1 loss, damage or expense attributable to willful misconduct of the Insured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured ('packing' here shall be deemed to include stowage in a container or lift, van but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants)
- 2.4 loss, damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.6 loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the craft or land conveyance
- 2.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons (this exclusion applies to Overland Transportation Risks only)
- 2.8 loss, damage or expense arising from
 - (a) unseaworthiness of craft or land conveyance
 - (b) unfitness of craft, land conveyance, container or liftvan where the Insured or their servants are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein
- 2.9 loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, capture, seizure, arrest, restraint, detainment or derelict weapons of war
- 2.10 loss, damage or expense resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

3 Definitions

No additional definitions apply to this section of the policy.

4 Conditions

In addition to the general terms and conditions, the following terms shall apply to the cover provided by this section of the policy only:

4.1. Commencement and Termination of Cover

This insurance attaches from the time the subject-matter insured leaves the Consignor's warehouse or place of storage at the place of shipment named in the policy for the commencement of the transportation, continues during the ordinary course of transportation including incidental transit by craft and terminates either

- (i) at the time the subject-matter insured arrives at the Consignee's warehouse at the destination named in the policy, or
- (ii) on the expiry of 60 days from the time the subject-matter insured leaves the Consignor's warehouse, whichever shall first occur.

4.2. Survey of Damage to Goods and Presentation of Claim

The Insured shall take delivery of the subject-matter insured on its arrival at the destination named in the policy as soon as practicable and shall undertake to:

- (i) apply immediately to the Claim Representative or Settling Agent stipulated in the policy for survey should the subject-matter insured be found to have sustained loss or damage. In case this Company has no Claim Representative or Settling Agent locally, a local competent surveyor may be applied to for survey;
- (ii) obtain forthwith from the carrier or relevant Authorities (Customs and Railway Station etc.) Certificate of Loss or Damage and/or Short-landed Memo and lodge a claim with the carrier or the party concerned in writing should the subject-matter insured be found short in entire package or packages or to show apparent traces of damage.

The Insured shall submit the following documents when presenting a claim to this Company:

- (i) original Policy or Certificate of Insurance
- (ii) original or copy of Bill of lading, Invoice, Packing List and Tally Sheet
- (iii) Certificate of Loss or Damage and/or Short-landed Memo
- (iv) Survey Report and Statement of Claims.

When third party liability is involved, the letters, cables and facsimiles relative to pursuing of recovery to and from the responsible party and the other essential certificates or documents shall be submitted in addition.

The time of validity of a claim under this insurance shall not exceed a period of one year counting from the time of completion of discharge of the subject-matter insured from the carrying conveyance at the station at final destination.

Inland Transit

This Company shall undertake to indemnify the Insured for the reasonable expenses incurred by him for having immediately taken effective measures in saving and preventing further loss of the subject-matter insured after damage was sustained but the amount of such indemnity shall not exceed the insured amount of the goods so saved.

5 Clauses and Endorsements

5.1 Loading and unloading Clause

(i) This Insurance to include the risks of loss or damage to the interest during the course of loading into shipping containers and/or on vehicles for the commencement of the transit or unloading from shipping containers and/or vehicles at destination provided always at the risk of the Assured and excluding movement to and from the loading and unloading area.

(ii) Including all risks of physical loss or damage to the interest insured during loading and unloading, which for the purpose of this extension shall mean :

Loading

From the time the goods are lifted from the ground or Loading dock immediately adjacent to the vehicle and placed directly onto the vehicle for the commencement of the transit.

Unloading

Which shall commence from the time the goods are first lifted from the vehicle and shall terminate once the goods have been placed onto the ground or loading dock immediately adjacent to the vehicle. Movement by forklift, crane or other forms of transport past the point immediately adjacent to the original carrying vehicle is not covered hereunder.

Disclosure and Policy Statement

Keterangan dan Kenyataan Polisi

1. Under the prudential framework of Corporate Governance the following avenues have been set up to handle customer grievances:

Di bawah rangka kewaspadaan Kawalan Korporat, cara-cara berikut telah disediakan kepada sesiapa yang ingin membuat aduan:

- (a) The Customer Care Officer of Chartis Malaysia Insurance Berhad ("Company") at tel: 1-800-88-8811 or fax: 03-2081 3696 or via e-mail to cmicare@chartisinsurance.com. At branch level, complaints can be received by the respective Branch Managers who will direct it to the Customer Care Officer.

Pegawai Khidmat Pelanggan Chartis Malaysia Insurance Berhad ("Syarikat") di tel: 1-800-88-8811) atau faks: 03-20813696 atau e-mel pada cmicare@chartisinsurance.com. Bagi bahagian cawangan, segala aduan boleh ditujukan kepada Pengurus Cawangan yang akan memanjangkan kepada Pegawai Khidmat Pelanggan.

- (b) The Financial Mediation Bureau (FMB) at tel: 03-2272 2811 or fax 03-2274 5752

Any policyholder who is not satisfied with the decision of an insurance company may write to the FMB, giving details of the dispute, the name of the insurance company and the policy number. Copies of the correspondence between the policyholder and the insurance company must be submitted to facilitate FMB's reference.

Biro Pengantaraan Kewangan (BPK) di tel: 03-2272 2811 atau faks: 03-2274 5752

Pemegang polisi yang tidak berpuas hati dengan keputusan sesebuah syarikat insurans boleh menulis surat aduan kepada FMB dengan butir-butir pertikaian, nama syarikat insurans dan nombor polisi. Salinan surat antara pemegang polisi dan pihak syarikat insurans perlu diserahkan kepada FMB untuk rujukan.

An award of the FMB is binding on the Company. The policyholder can choose to accept or not. Acceptance is acknowledged only if it is in writing within 14 days of the decision. The company shall settle the award within 30 days of policyholder's acceptance. But if the policyholder is not satisfied, he can reject the FMB's decision and pursue an alternative legal recourse instead. There is no fee charged for services of the FMB.

Pihak Syarikat adalah terikat kepada keputusan FMB, Pemegang polisi boleh memilih sama ada bersetuju atau tidak. Persetujuan hanya diterima secara bertulis dalam tempoh 14 hari. Pihak Syarikat akan menyelesaikan tuntutan dalam tempoh 30 hari dari persetujuan pemegang polisi. Sekiranya pemegang polisi tidak berpuas hati dengan keputusan FMB, beliau boleh memilih untuk mengambil tindakan alternative undang-undang. Tidak ada yuran bayaran yang dicalaj untuk perkhidmatan FMB.

The address is / Alamat ialah:-
Biro Pengantaraan
Kewangan
Tingkat 25, Bangunan
Sime Bank
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

- (c) Laman Informasi Nasihat dan Khidmat of Bank Negara Malaysia (BNM) at tel: 03-2698 8044 or fax: 03-2693 4051.

Any policyholder who is not satisfied with the conduct of an insurance company may write to the Corporate Communication Department of BNM, giving details of the complaint, the name of the insurance company and the policy number or the claim number. Documentary support should be provided to facilitate reference.

Laman Informasi Nasihat dan Khidmat di Bank Negara Malaysia (BNM) di tel: 03-2698 8044 atau faks: 03-2693 4051 Pemunya polisi yang tidak puas hati dengan bimbingan pihak

syarikat insurans boleh membuat aduan kepada Jabatan Komunikasi Korporat di BNM dengan butir-butir pertikaian, nama pihak syarikat insurans dan nombor polisi atau nombor tuntutan. Sokongan dokumen perlu diserahkan untuk rujukan.

The address is / Alamat ialah:-
Pengarah
Laman Informasi Nasihat
dan Khidmat (LINK)
Tingkat Bawah, Blok C
Bank Negara Malaysia
Peti Surat 10922
50929 Kuala Lumpur

2. By virtue of the Anti-Money Laundering Act, any 'Suspicious Transaction' as classified by the law is required to be reported to the Competent Authority at Bank Negara Malaysia.

Bersandarkan Akta Pencegahan Pengubahan Wang Haram, sebarang 'Transaksi yang Mencurigakan' seperti yang termaktub di bawah undang-undang hendaklah dilaporkan kepada pihak berkuasa yang berkenaan di Bank Negara Malaysia.

3. For all intents and purposes where there is a conflict or ambiguity as to the meaning in the English provisions or the Bahasa Malaysia provisions of any part of the contract, it is hereby agreed that the English version of the contract prevails.

Boleh dikatakan di mana terdapat konflik atau kekaburan berkenaan makna dalam peruntukan Bahasa Inggeris atau peruntukan Bahasa Malaysia tentang mana-mana bahagian kontrak, adalah dipersetujui bahawa versi kontrak Bahasa Inggeris akan mengatasi dan diikuti.

Disclosure and Policy Statement

Keterangan dan Kenyataan Polisi

4. CONSENT TO USE OF PERSONAL DATA: Any personal information collected or held by the Company (whether contained in this application or otherwise obtained) is provided to the Company and may be held, used and disclosed by the Company to individuals, service providers and organizations associated with the Company or any other selected third parties (within or outside of Malaysia, including reinsurance and claims investigation companies and industry associations) for the purpose of processing this application and providing subsequent service(s) for this purpose, the Company's financial products and services and data matching, surveys and to communicate with me/us for such purpose. I/We understand that I/We have the right to obtain access to and to request correction of any personal information held by the Company concerning me/us. Such request can be made by writing to the Company at P.O. Box 11768, 50756 Kuala Lumpur or phone: 1-800-88-8811, fax: 03-2081 3696 or e-mail: cmicare@chartisinsurance.com.

By submitting your personal information, you are indicating your consent to allow the Company to keep you posted on the Company's latest products, services and upcoming events. If you do not wish to be contacted by the Company, you can opt out anytime by writing to the Company as above.

KEBENARAN UNTUK MENGGUNAKAN MAKLUMAT PERIBADI:
Mana-mana maklumat peribadi yang dikumpulkan atau dipegang oleh pihak Syarikat (sama ada terkandung dalam permohonan ini atau diperolehi dengan cara lain) yang diberikan kepada pihak Syarikat dan boleh dipegang, digunakan dan didedahkan oleh pihak Syarikat kepada individu, badan atau organisasi yang menyediakan perkhidmatan, organisasi yang berkaitan dengan Syarikat atau mana-mana pihak ketiga yang dipilih (dalam atau luar Malaysia, termasuk syarikat-syarikat reinsurance dan penyiasatan tuntutan dan persatuan/perbadanan industry) bagi tujuan memproses permohonan ini dan memberikan perkhidmatan seterusnya untuk produk dan perkhidmatan kewangan Syarikat dan pepadanan data, soal selidik dan untuk berkomunikasi dengan saya/kami untuk tujuan seperti itu. Saya/Kami faham bahawa saya/kami berhak memperoleh akses kepada, dan membuat pembetulan kepada apa-apa maklumat peribadi yang dipegang oleh pihak Syarikat berkaitan dengan saya/kami. Permohonan seperti itu boleh dibuat secara menulis kepada pihak Syarikat di P.O. Box 11768, 50756 Kuala Lumpur or phone: 1-800-88-8811, fax: 03-2081 3696 or e-mail: cmicare@chartisinsurance.com

Dengan menyerahkan maklumat peribadi anda, anda menunjukkan persetujuan anda untuk membenarkan pihak Syarikat berkomunikasi dengan anda berkenaan produk terbaru, perkhidmatan dan acara-acara baru pihak Syarikat. Jika anda tidak mahu dihubungi oleh pihak Syarikat, anda boleh pilih keluar bila-bila masa dengan menulis kepada pihak Syarikat seperti di-atas.

IMPORTANT NOTICE

Please take note that an Information Sheet is attached to your policy contract for the following products:

- (i) Motor insurance; and
- (ii) Fire insurance for Residential Properties

The information Sheet contains a summary of the product features. If you have any queries or are unsure of any of the policy terms or conditions, kindly call our Customer Service. Toll free at 1800 88 8811 (Monday – Friday, 9am – 5pm)

NOTIS PENTING

Sila ambil perhatian bahawa sesalinan Helaian Maklumat adalah dilampirkan dengan kontrak polisi anda untuk produk-produk berikut:-

(i) Insurans Motor; dan

(ii) Insurans Kebakaran untuk Harta kediaman

Helaian Maklumat mengandungi ringkasan ciri-ciri produk, jika anda ada sebarang pertanyaan atau tidak pasti mengenai apa jua terma-terma atau syarat-syarat polisi, sila hubungi Talian Bebas Tol Perkhidmatan Pelanggan kami di 1800 88 8811 (Isnin – Jumaat, 9pagi – 5petang).