

FLEXI SME 365



Liberty General Insurance Berhad 197801007153 (44191-P)

Formerly known as AmGeneral Insurance Berhad

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.

P. O. Box 6120 Pudu, 55916 Kuala Lumpur, Malaysia.

(Service Tax Registration No.: B16-1808-31015443)

The benefit(s) payable under this eligible policy is protected by PIDM up to limits.

Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit www.pidm.gov.my).



1 800 88 3833



customer@kurnia.com



www.kurnia.com

Table of Contents:

1	General Definitions	2
2	General Terms and Conditions (Applicable for All Sections)	3
	• Alterations	3
	• Applicable Law	3
	• Arbitration	3
	• Cancellation	3
	• Claims	3
	• Conditions Precedent	4
	• Contract Clause	4
	• Misrepresentation/Fraud Clause	4
	• Notification	4
	• Other Insurance	4
	• Premium Warranty	4
	• Reasonable care	4
	• Subrogation	4
	• Policy Terms	4
3	General Exclusions	5
	• Date Recognition	5
	• Property Damage Clarification	5
	• Radioactive and Nuclear Energy Risks	5
	• Sanction Limitation and Exclusion	5
	• War, Civil War, Riot, Civil Commotion and any Act of Terrorism	5
	• Consequential loss	6
	• Fraud	6
4	Additional Benefit: Defence Cost	7
5	Important Notice	9
6	Section 1: All Risks	10
7	Section 2: Burglary	12
8	Section 3: Money	14
9	Section 4: Fidelity Guarantee	16
10	Section 5: Plate Glass	17
11	Section 6: Machinery Breakdown	18
12	Section 7: Group Personal Accident	20
13	Section 8: Employer's Liability	23
14	Section 9: Public Liability	25

1. Insurance Contract

The following documents and information shall form the basis of **The Insured's** contract of insurance with **Liberty General Insurance Berhad** (hereinafter called "**The Company**"):

- The **Proposal Form**, or
- The Quotation Slip, and
- The Broking Slip (where applicable), or
- The Policy, and
- The **Schedule**, or
- Any **Endorsements**, Memorandums and Warranties attached or issued to the Policy, and/or
- Any other disclosure given by **Insured** to **The Company** applicable for this insurance and any subsequent disclosure

All the above documents must be read together as they form the insurance contract.

2. For Consumer Insurance Contracts & For Non-Consumer Insurance Contracts

• Importance of Disclosure

• Consumer Insurance Contract

Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance wholly for purposes unrelated to your trade, **Business** or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the **Proposal Form** and/or all the questions required by **The Company** fully and accurately and disclose any other matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied; otherwise, it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated.

• Non-Consumer Insurance Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Financial Services Act 2013, if you are applying for this Insurance for purposes related to your trade, **Business** or profession, you had a duty to disclose any matter that you knew to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant; otherwise, it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated.

This duty of disclosure for Consumer and Non-Consumer Insurance Contracts shall continue until the time the contract is entered into, varied or renewed. You also have a duty to tell us immediately if at any time after your contract of insurance has been entered into, varied or renewed with us, any of the information given is inaccurate or has changed.

3. Agreement and Cover

The various Sections in the package contain description of the insurance cover provided. Each Section contains the scope of cover, together with any specific definition, specific conditions, specific exclusions or specific benefits applicable only to that Section in the package. The Sections are arranged as follows:

- Section 1: All Risks
- Section 2: Burglary
- Section 3: Money
- Section 4: Fidelity Guarantee
- Section 5: Plate Glass
- Section 6: Machinery Breakdown
- Section 7: Group Personal Accident
- Section 8: Employer's Liability
- Section 9: Public Liability

This Policy provides **Defence Costs** as an additional benefit to **The Insured** up to the **Limit of Liability** as specified in the **Schedule**.

The Company will provide cover based on the above Sections selected by **The Insured** subject to the interests insured, **Sum Insured** / Amount of Guarantee / Accumulation/Conveyance Limit / Common Law Limit / **Limit of Liability** and Situation of Risk / Territorial Limit / Location of Risk as specified in the **Schedule**. The cover provided is subject to the terms, exclusions and limits set out in the relevant Sections.

In consideration of the premium **The Insured** had paid to **The Company** for this Policy and the Sections selected by **The Insured**, **The Company** shall insure **The Insured** in accordance with the selected Sections of this Policy and as specified in the **Schedule**.

The Insured under this Policy must strictly and fully comply with all such terms, conditions, clauses/**Endorsements**/warranties and memorandums as specified in the Policy and the **Schedule**; otherwise, **The Insured** shall not be entitled to make a claim under this Policy.

General Definitions

The intended meaning of some of the important words used throughout this Policy is shown in the following table.

In the event of any inconsistency between the general terms, conditions, exceptions, clauses, warranties and/or **Endorsements** stated herein and the specific terms, conditions, exceptions, clauses, warranties and/or **Endorsements** stated under any one of the Sections of specific insurance cover stated in this Policy, the later shall prevail.

Wording	Definition
Business	The principal's activities, profession, trade or work The Insured is engaged in and for which The Insured was established, as disclosed in the Proposal Form or as specified in the Schedule to a particular Section.
Damage	Physical damage or destruction to Property, resulting in impairment of usefulness or loss of use.
Endorsement	Any amendment to Policy wording or limits as specified in a document attached to the relevant Section of the Policy or stated in the Schedule applicable to that Section.
Excess/Deductible	In respect of a claim, the amount required to be paid by The Insured before The Company becomes liable to pay, as specified in the Schedule applicable to that Section.
(The) Insured	Business entity described in the Schedule .
Loss	Any unrecoverable, unanticipated and non-recurring removal of, or decrease in The Insured's property or belonging sustained by The Insured which falls within the coverage procured by The Insured under this Policy.
Period of Insurance	(a) The period of cover as specified in the Schedule (b) And for any following period for which cover is extended via Endorsement .
Personal Effect	Clothing and personal belongings normally worn or carried on The Insured .
Premises	The building referenced by the address of The Insured as specified in the Schedule to the relevant Section(s) as The Insured's place of business .
Premium	The amount required to be paid by The Insured to The Company inclusive of Government charges, as specified in the Schedule .
Proposal Form	Any signed Proposal Form and declaration and any information in connection with this Policy supplied by or on behalf of The Insured .
Schedule	Schedule(s) attached to and forming an integral part of this Policy including its renewal whether in whole or in part.
Sum Insured	In respect of each item covered under a Section, the amount as specified in the Schedule applicable to that Section.
Limit of Liability / Total Sum Insured	In respect of each Section under the Policy, the maximum amount that The Company may become liable for the Section as specified in the Schedule applicable to that Section.
The Company	Liberty General Insurance Berhad (Formerly known as AmGeneral Insurance Berhad)

Note:

- To help **The Insured** read and understand **The Insured's** policy better, **The Company** provides some explanatory notes together with comments and examples (written in italic). These are not meant to be part of **The Insured** policy and shall not be used to interpret **The Insured** insurance contract in the event of any dispute.
- Words in bold

Notice that some words in the Policy are printed in bold letters. This is because they have been given specific meaning in Policy. Please refer to "General Definitions" or "Specific Definitions" of this Policy for the meaning of these words.

General Terms and Conditions (Applicable for All Sections)

The General Terms and Conditions set out below apply to all Sections of this Policy. **The Insured** must strictly comply with all general terms and conditions stated below failing which **The Company** shall be entitled to refuse to pay **The Insured's** claim, or to reduce the amount **The Insured** is entitled to receive.

1. Alterations

This Policy may be voidable if any time or from time to time any changes shall occur materially varying any of the facts existing at the date of the **Proposal Form**. **The Insured** shall within seven days give notice in writing to **The Company** and shall pay such additional **premium** as **The Company** may require.

2. Applicable Law

This Policy and all rights, obligations and liabilities arising hereunder shall be construed, determined and enforced in accordance with the laws of Malaysia and the Malaysian Courts shall have exclusive jurisdiction hereto.

3. Arbitration

All differences arising out of this Policy shall 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 Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against **The Company**. If **The Company** shall disclaim liability to **The Insured** for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

4. Cancellation

The Company may cancel this Policy at any time by giving 14 days' notice in writing to **The Insured's** last known address by registered letter. **The Insured** shall become entitled to the return of a proportionate part of the **Premium** corresponding to the unexpired portion of the **Period of Insurance**. The Policy may be cancelled at any time by **The Insured** in writing and **The Insured** shall be entitled to a return of **Premium** after deducting premium at **The Company's** short-period rates for the period the Policy has been in force. The amount to be refunded upon termination of the Policy shall be subject to the minimum **Premium** as specified in the **Schedule** to be retained by **The Company**.

Short-period rates

Period Insured Not Exceeding	Percentage (%) of Annual Rate Charged
2 months (Minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

5. Claims

If an event happens and it gives rise or may give rise to a claim under this Policy:

- The Insured** shall give notice to **The Company** of any **Loss** or claim or proceedings immediately when the same shall have come to the knowledge of **The Insured** or **The Insured's** representative.
- The Insured** shall satisfy **The Company** by such evidence as it may reasonably require where the **Loss** or **Damage** claimed for has actually arisen from one of the causes covered under the Policy against the interests insured in respect of which a claim is made.
- The Insured** shall at all times at own expense produce, procure and give to **The Company** all such further particulars, documents, evidence and information with respect to the claim in any such form and/or nature as **The Company** may describe.
- The Insured** shall at all times at own expense take all reasonable precautions for the safety of the interests insured and shall use and maintain all the protections provided to prevent or minimise further **Loss** or **Damage**.
- The Insured** shall give **The Company** details of any other insurance which insures or may have been insuring for the same event.
- The Insured** shall preserve all affected parts and make them available for inspection by the representative/adjuster.

6. Conditions Precedent

The Insured shall ensure the due compliance and observance of all terms, conditions, provisions, warranties, memorandums, clauses and **Endorsements** of this Policy in so far as they relate to anything to be done or complied with by **The Insured** and the truth of statement and answer in the said proposal shall be conditions precedent to the liability of **The Company** to make any payment under this Policy.

7. Contract Clause

Subject to Alterations permitted hereunder, the Policy together with the attached **Schedule(s)**, **The Insured's Proposal Form** (as the case may be) constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract. No agent or broker is authorised to modify this Policy, to accept Premiums in arrears, to extend the due date of any **Premium**, to waive any of **The Company's** rights or requirements, to bind **The Company** by making any promise or by accepting any representation or information in respect of this Policy. No change in this Policy shall be valid unless approved by **The Company** and evidenced by **Endorsement** hereto, or by amendment hereto assigned by **The Company**.

8. Misrepresentation/Fraud Clause

This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by **The Insured** which **The Insured** knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including **The Company**) in determining the **Premium** payable and/or determining if the risk should be accepted, with or without the intention to defraud **The Company**.

9. Notification

Every notice or communication to be given under this Policy shall be delivered in writing to **The Company**.

10. Other Insurance

If at the time of any claim arising under the benefits covered in this Policy on reimbursement basis, where there shall be any other insurance covering the same risk or any part thereof **The Company** shall not be liable for more than its rateable proportion thereof.

11. Premium Warranty

It is a fundamental and absolute special condition of this contract of insurance that the **Premium** due must be paid and received by **The Company** within 60 days from the inception date of this Policy / **Endorsement** / Renewal Certificate.

If this condition is not complied with then this contract shall automatically be cancelled, and **The Company** 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 Company**, the payment shall be deemed to be received by **The Company** 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 Company**.

Subject otherwise to the terms and conditions of this Policy.

12. Reasonable care

The Insured shall exercise reasonable care at all times at **The Insured's** own expense that only steady, sober and competent employees are employed, that all buildings, ways, works, plant, machinery, furniture, safety of property, safeguard money and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all by-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice **The Insured** shall forthwith proceed to make good the same and shall take such temporary precautions to prevent loss as the circumstances may require but so far as practicable no alteration or repair shall without the consent of **The Company** be made after any occurrence covered by this Policy until **The Company** shall have had an opportunity of inspection. **The Company** shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to **The Company's** representative **The Company** may give notice in writing to **The Insured** and thereupon all liability of **The Company** in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of **The Company**.

13. 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 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 **The Insured** indemnification by **The Company**.

14. Policy Terms

This is an annual policy where a **Period of Insurance** can be extended to a maximum up to 24 months.

For **Period of Insurance** less than or more than 12 calendar months either for policy or by **Endorsement** a pro rata proportion of the annual **Premium** will be charged. Subject to the minimum **Premium** as specified in the **Schedule** and prior consent from **The Company**.

1. Date Recognition

It is noted and agreed that 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, 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:
 - i. correctly recognise any date as its true calendar date;
 - ii. 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
 - iii. capture, save, or 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 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 device and/or software as listed above in (a).
- c. it is further understood **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 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 recognise 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.

2. Property Damage Clarification

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 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 is excluded from this Policy:

- a. **Loss** of or **Damage** to data 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 impairment in the function, availability, range of user or data, software or computer programs and any business interruption losses resulting from such **Loss** or **Damage**.

3. Radioactive and Nuclear Energy Risks

Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
- b. nuclear weapons material.

4. Sanction Limitation and Exclusion

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. War, Civil War, Riot, Civil Commotion and any Act of Terrorism

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike or riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any act of terrorism.

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

This exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If **The Company** alleges that by reason of this exception, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **The Insured**.

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

6. Consequential loss

The Company will not pay for any consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage.

7. Fraud

The Company will not pay for any claim made by or on behalf of **The Insured** which shall be in any respect unfolded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable.

Additional Benefit: Defence Cost

The Company shall pay on behalf of **The Insured** **Defence Cost** up to an amount as specified in the Schedule arising from any **Claim** first made against **The Insured** within the Territorial Limits and during the **Period of Insurance** in connection with **The Insured's** **Business** which is notified to **The Company** during the **Period of Insurance**. **The Company** however is not in any way liable/obligated to take over the conduct or assist in any defence of any **Claim** made against **The Insured**.

The amount in respect of the **Limit of Liability** as specified under the **Schedule** is the total aggregate limit of **The Company's** liability for all **Defence Cost**, arising out of all **Claims** made against **The Insured** under this Policy, and shall be reduced by the amount of the **Defence Cost** paid by **The Company**.

In the event of a claim during the **Period of Insurance**, if **The Insured** is entitled to **Defence Cost** under Employer's Liability and Public Liability Sections respectively, **The Company** will not be liable to pay any **Defence Cost** under this additional benefit Section.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Claim	(a) any sealed writ of summons excluding any form of written demand (b) any civil or arbitral proceeding; or (c) any administrative or regulatory proceeding or official investigation made against The Insured alleging negligence.
Defence Cost	Reasonable legal fee and disbursement incurred by The Insured , with The Company's prior approval, in the investigation, defence, adjustment, settlement or appeal of any Claim to which this Policy applies.
Trade Secrets	Information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

SPECIFIC EXCLUSIONS

The Company shall not be liable for **Defence Cost** in respect of **Claim** arising from or consequent upon:

1. Anti-Competition Conduct

any **Claim** arising out of, based upon or attributable to any actual or alleged restrictive trade practices, restraint of trade or unfair competition.

2. Automobile Liability

any **Claim** arising out of, based upon or attributable to whatsoever nature directly or indirectly caused by, resulting from or in connection with the use, ownership or operation of any mechanically propelled vehicle (including but not limited to motorcar, motorcycle, truck, trailer or semi-trailer) by or on behalf of **The Insured**.

3. Assumed Liability

any **Claim** arising out of, based upon or attributable to any:

- liability or other obligation assumed or accepted by **The Insured** under any contract or agreement, or
- guarantee or warranty made by **The Insured**.

4. Employer's Liability

any **Claim** for breach of any obligation owed to any Employee arising out of or in the course of that Employee's employment by **The Insured**.

5. Fines and Penalties

any **Claim** arising out of, based upon or attributable to any taxes, fines or penalties, or liquidated, aggravated, multiple, punitive or exemplary damages.

6. Fraud and Dishonesty

any **Claim** arising out of, based upon or attributable to any act which a court, official, tribunal or arbitrator finds, or which an **Insured** admits, to be a criminal, dishonest or fraudulent act; and in such event, **The Insured** shall reimburse **The Company** for all sums paid in connection with such **Claim**.

7. Intentional Acts

any **Claim** arising out of, based upon or attributable to any intentional, deliberate or reckless act that would reasonably be expected to give rise to a **Claim** against **The Insured**.

8. Insured versus Insured

any **Claim** arising out of, based upon or attributable by **The Insured** under this Policy against each other or filed by a party:

- a. which is directly or indirectly owned, controlled, operated or managed by **The Insured**, or
- b. in which any **Insured** is a partner, director, consultant or Employee.

9. Insolvency

any **Claim** arising out of, based upon or attributable to the bankruptcy, insolvency, administration or receivership of **The Insured**.

10. Patents / Trade Secrets

any **Claim** arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or **Trade Secrets**.

11. Pollutions

any **Claim** arising out of, based upon or attributable to:

- a. the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of Pollutants; or
- b. any direction, request or effort to:
 - (i) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or
 - (ii) respond to or assess the effects of Pollutants.

This Exclusion shall not apply to sudden and Accidental release of Pollutants as a result of an act, error, omission or cause in connection with **The Insured's Business** as described in the Policy **Schedule**.

12. Prior Claims/Circumstance

any **Claim**

- a. made prior to or pending at the inception of this Policy; or
- b. arising out of, based upon or attributable to any circumstance that, as of the inception of this Policy, may reasonably have been expected by **The Insured** to give rise to a **Claim**.

13. Product Liability

any **Claim** arising from or in connection with the manufacture, preparation, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by **The Insured**, or the failure of such goods to perform in any way.

1. **The Insured** shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of **The Insured**, advice should immediately be given to **The Company** and the Policy returned for alteration.
2. **Insured** who is not satisfied with the course of the action or decision of **The Company** may seek recourse through Our Complaints Management Unit and alternatively may also seek redress or assistance with the Ombudsman for Financial Services or approach Bank Negara Malaysia's BNMLINK (Laman Informasi Nasihat dan Khidmat) addressed below:
 - a) **Complaints Management Unit**
Liberty General Insurance Berhad
Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
3, Jalan Damanlela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.
Tel : +603-2268 3333 or 1800 88 3833
Fax : +603-2268 2222
 - b) **Ombudsman for Financial Services (OFS)**
Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel : +603-2272 2811
Fax : +603-2272 1577
 - c) **BNMLINK (Laman Informasi Nasihat dan Khidmat)**
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel : 03-2698 8044 (General Line) / 1 300 88 5465 (BNMLINK)
Fax : 03-2174 1515
e-Link : bnmlink.bnm.gov.my
Email : bnmlink@bnm.gov.my
Website : www.bnm.gov.my

The Company shall cover the **Property Insured** or any part thereof that is destroyed, damaged or lost by any accident or misfortune not hereinafter excluded while the said property is within the Territorial Limits or Situation of Risk as specified in the **Schedule**. The Company shall pay or make good to **The Insured** the amount of such destruction, **Damage** or **Loss** not exceeding the **Sum Insured** in respect of any one item as specified in the **Schedule** in any one **Period of Insurance**.

Provided that **The Company's** liability shall not exceed the **Total Sum Insured** as specified in the **Schedule** subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon during the **Period of Insurance**.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Property Insured	Equipment, plant and machinery
Cheating	Whoever, by deceiving any person fraudulently or dishonestly, induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, 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.
Criminal Breach of Trust (CBT)	Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust or wilfully suffers any other person so to do, commits Criminal Breach of Trust .

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. **The Company** may reinstate, repair or replace the **Property Insured** lost or damaged instead of paying the amount of the **Loss** or **Damage**, and may join with any other Insurers in so doing in cases where the **Property Insured** is also insured elsewhere. Upon payment of any claim for **Loss** under this Section, the **Property Insured** in respect of which the payment is made shall belong to **The Company**.
2. If the **Property Insured** shall at the time of any **Loss** or **Damage** covered by this Policy is collectively of greater value than the **Sum Insured** thereon then **The Insured** shall be considered as being his own Insurer for the difference and shall bear a rateable share of the **Loss** or **Damage** accordingly. Every item of the **Property Insured** shall be separately subject to this specific condition.
3. If a claim be made by or on behalf of **The Insured** which shall be in any respect unfolded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.
4. Immediately upon the happening of any **Loss** or **Damage** to the **Property Insured** as described in the **Schedule**, the **Total Sum Insured** and the **Sum Insured** upon the various description of property which have been lost or damaged shall be reduced by the amount of the **Loss** or **Damage** and such reduced **Sum Insured** shall be limits of **The Company's** liability in respect of any further **Loss** or **Damage** occurring during the **Period of Insurance** unless **The Company** consents upon payment of additional **Premium** to reinstate the full **Sum Insured**.

SPECIFIC EXCLUSIONS

The Company shall not be liable in respect of:

1. **Loss** or **Damage** arising from wear and tear, depreciation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring or renovating any of the property hereby insured.
2. **Loss**, destruction or **Damage** occasioned by or happening through mechanical or electrical breakdown or derangement.
3. The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble, gramophone records and/or other articles of a brittle nature unless caused by burglary, theft or fire.

4. **Loss** of or **Damage** to deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, medals, coins, stamps, manuscripts or other documents of value, motor vehicles and accessories and livestock.
5. **Loss** or **Damage** to property due to burglary arising whilst the **Premises** are unoccupied for a period exceeding 30 consecutive days unless the written consent of **The Company** shall have previously been obtained and any additional **Premium** required by **The Company** has been paid.
6. **Loss** through confiscation or destruction by order of any Government or Public Authority.
7. **Loss** or **Damage** arising from the fraud or dishonesty of **The Insured** or of any Employee of **The Insured**.
8. **Loss**, destruction or **Damage** caused by the wilful or dishonest act of **The Insured**'s employees or with the connivance of **The Insured** or the dishonest act of any person to whom the property is entrusted.
9. 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.
10. Any **Loss** or **Damage** caused by or attributed to the act of **Criminal Breach of Trust (CBT)** by any person within the meaning of the definition of the offence of **Criminal Breach of Trust (CBT)** set out in the Penal Code.

Section 2: Burglary

The Company shall cover The Insured's:

- a. property or any part thereof that is damaged or lost by **Burglary** or any attempt thereat whilst contained within the **Premises**
- b. on the cost arising from any **Damage** to the **Premises** to be borne by **The Insured** caused by **Burglary** or any attempt thereat

at the Situation of Risk as specified in the **Schedule**. The Company shall pay or make good to **The Insured** such **loss**, destruction or **Damage** to the extent of the intrinsic value of the property insured lost, destroyed or damaged or to the amount of the **Damage** not exceeding in respect of any one item as specified in the **Schedule** in any one **Period of Insurance**.

The Company's liability in respect of (b) shall not exceed 5% of the **Total Sum Insured** for this Section.

Provided that **The Company's** liability shall not exceed the **Total Sum Insured** as specified in the **Schedule** subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon during the **Period of Insurance**.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Burglary	<ul style="list-style-type: none"> • theft of Property Insured from the Premises following felonious entry of the Premises by violent and forcible means or • theft by a person in the Premises who subsequently breaks out by violent and forcible means <p>Provided there shall be visible marks made upon the Premises at the place of such entry or exit by tools, explosive, electricity or chemicals.</p>
Cheating	Whoever, by deceiving any person fraudulently or dishonestly, induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, 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.
Criminal Breach of Trust (CBT)	Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust or wilfully suffers any other person so to do, commits Criminal Breach of Trust .

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. **The Company** may reinstate, repair or replace the Property Insured or **Premises** lost or damaged as the case may be instead of paying the amount of the **Loss** or **Damage**, and may join with any other Insurers in so doing in cases where the Property Insured is also insured elsewhere. Upon payment of any claim for **Loss** under this Policy, the Property Insured in respect of which the payment is made shall belong to **The Company**.
2. If the Property Insured shall at the time of any **Loss** or **Damage** covered by this Policy is collectively of greater value than the **Sum Insured** thereon then **The Insured** shall be considered as being his own Insurer for the difference and shall bear a rateable share of the **Loss** or **Damage** accordingly. Every item of the Property Insured shall be separately subject to this specific condition.
3. Immediately upon the happening of any **Loss** or **Damage** to the Property Insured as described in the **Schedule**, the **Total Sum Insured** and the **Sum Insured** upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the **Loss** or **Damage** and such reduced **Sum Insured** shall be limits of **The Company's** liability in respect of any further **Loss** or **Damage** occurring during the current **Period of Insurance** unless **The Company** consents upon payment of additional **Premium** to reinstate the full **Sum Insured**.

SPECIFIC EXCLUSIONS

The Company shall not be liable in respect of:

1. Property more specifically insured under any other insurance Policy.
2. **Loss or Damage:**
 - a. due to any such theft as aforesaid or to any attempt thereat by any of **The Insured's** family, **Business** staff or domestic servants, or any person lawfully on the **Premises**.
 - b. on the occasion of or consequent upon fire or explosion within the **Premises** or any **Loss or Damage** which can be insured by a Fire Policy.
 - c. arising whilst the **Premises** are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the **Schedule**, unless the written consent of **The Company** shall have previously been obtained and any additional **Premium** required by **The Company** has been paid.
3. **Loss** of or **Damage** to medals, coins, curios, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, cheques, money, securities for money, jewellery, watches, furs, stamps, documents of title or business books unless specifically included in the **Schedule**.
4. 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.
5. Any **Loss** or **Damage** caused by or attributed to the act of **Criminal Breach of Trust (CBT)** by any person within the meaning of the definition of the offence of **CBT** set out in the Penal Code.

The Company shall cover The Insured against:

- a. **Loss of Money** from any cause whatsoever (not hereinafter excluded) whilst in transit as defined in the **Schedule** and occurring within the Territorial Limits and in respect of **Money** whilst in the Situation of Risk as defined in the **Schedule**
- b. **Loss of or Damage** to any safe or strong room in **The Insured's premises** arising from theft of **Money** therefrom or any attempt thereat

Provided that during out of **Business Hours** the safe or strong room or other receptacles whilst containing the **Money** or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of **The Insured** or a responsible official or Employee of **The Insured** who on leaving the **premises** shall remove the keys therefrom.

Provided that **The Company's** liability shall not exceed the **Total Sum Insured** as specified in the **Schedule** subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon during the **Period of Insurance**.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Money	Cash, bank notes, cheques, money orders, postal orders, bills of exchange and unused stamps.
Business Hours	The Insured's usual office hours and the working hours (including overtime) during which The Insured or his employees entrusted with Money are in The Insured Premises for the purpose of the Business stated in the Policy Schedule .
Cheating	Whoever, by deceiving any person fraudulently or dishonestly, induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, 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.
Criminal Breach of Trust (CBT)	Whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust or wilfully suffers any other person so to do, commits Criminal Breach of Trust .

Premium Adjustment

If the **Premium** for this Policy has been calculated on any estimates furnished by **The Insured**, **The Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow **The Company** to inspect such record. **The Insured** shall within one month from the expiry of each **Period of Insurance** furnish to **The Company** such particulars and information as **The Company** may require. The **Premium** for such period shall thereupon be adjusted and the difference paid by or allowed to **The Insured** as the case may be.

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. The **Premium** hereunder and all renewal **Premiums** that may be accepted in respect of the transit risk are to be regulated by the amount of **Money** as described in the **Schedule** covered during the current **Period of Insurance**. A proper record shall be kept in the books of **The Insured** of all such **Money** in transit so insured. **The Insured** shall always allow **The Company** to inspect such books and within 30 days from the expiry of each **Period of Insurance** shall supply **The Company** with a correct account of all such **Money** in transit insured by this Policy during the said period. If the ascertained amount shall differ from the estimated 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.

2. Immediately upon the happening of any **Loss** or **Damage** to the **Money** as described in the **Schedule**, The **Total Sum Insured** and the **Sum Insured** upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the **Loss** or **Damage** and such reduced **Sum Insured** shall be limits of **The Company's** liability in respect of any further **Loss** or **Damage** occurring during the current **Period of Insurance** unless **The Company** consents upon payment of additional **Premium** to reinstate the full **Sum Insured**.
3. This Policy shall not be assignable by **The Insured** to any other person otherwise than by will or operation of law unless and until **The Company** shall by **Endorsement** of this Policy agree to continue the insurance in favour of the assignee.

SPECIFIC EXCLUSIONS

The Company shall not be liable in respect of:

1. **Loss**, destruction or **Damage** occasioned by or happening through theft by an Employee.
2. **Loss** through confiscation or destruction by order of any Government or Public Authority.
3. Shortages due to error or omission or resulting from clerical or accounting errors and **Loss** due to errors in receiving or paying out and/or **Loss** due to mysterious disappearance.
4. **Loss of Money** resulting from a safe or strong room or other receptacles being opened by the use of a key or combination code unless this has been obtained by violence or threat of violence to any person.
5. 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.
6. Any **Loss** or **Damage** caused by or attributed to the act of **Criminal Breach of Trust (CBT)** by any person within the meaning of the definition of the offence of **CBT** set out in the Penal Code.
7. **Loss** from any unattended vehicle.
8. **Loss** due to depreciation in value.
9. **Loss** arising from fraud or dishonesty of **The Insured's** employees.

Section 4: Fidelity Guarantee

The Company shall reimburse **The Insured** for all direct **Pecuniary Loss** as **The Insured** shall sustain by any act of fraud or dishonesty committed by the **Employees** as specified in the **Schedule**:

- a. during the **Period of Insurance** stated in the **Schedule**, or
- b. during the uninterrupted continuance of employment of the said **Employee**, or
- c. in connection with the occupation and duties of the said **Employee**.

Provided that **The Company's** liability shall not exceed the total limit of guarantee as specified in the **Schedule** subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon during the **Period of Insurance**.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Employee(s)	Any person who works for a salary and under a contract of service to The Insured who is normally within situation of risk as specified in Schedule and who is described in the Schedule . It is agreed that persons remunerated solely by commission or fee are specifically excluded from cover provided by this Section.
Pecuniary	Money and/or property that belongs to The Insured .

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. **The Insured** shall become aware of any circumstances giving rise or likely to give rise to a claim under this Policy. **The Insured** or his representative shall immediately:
 - a. give notice thereof to **The Company** stating if known the whereabouts of the **Employees** and particulars of the acts or defaults then discovered and shall within three months after such notice deliver to **The Company** full details of the claim and shall furnish proof of the correctness of such claim
 - b. give notice to the police and take all practical steps to prosecute the **Employees** involved to conviction for any criminal act which the **Employee** involved shall have committed.
2. Upon the discovery of any act or acts of fraud or dishonesty likely to give rise to a claim or of reasonable cause for suspicion thereof, this Policy shall cease to apply in respect of the **Employees** concerned as from the time of discovery of the act or acts of fraud or dishonesty or cause of suspicion.
3. In the event of claim all books of accounts of **The Insured** and any accountants' reports thereon shall be opened to the inspection of **The Company** and **The Insured** shall give all information and assistance to enable **The Company** to use for and obtain reimbursement by the **Employees** or his estate of any monies which **The Company** shall have paid or become liable to pay under this Policy.
4. Any monies of the **Employees** in the hands of **The Insured** and any monies which but for any act of fraud or dishonesty would have been due to **Employee** from **The Insured** shall be deducted from the amount otherwise payable under this Policy. **The Insured** and **The Company** shall share any recovery made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
5. Any sum or sums paid or payable to **The Insured** in any one **Period of Insurance** shall reduce the Amount of Guarantee unless **The Company** consents upon payment of additional **Premium** to reinstate the Amount of Guarantee. Provided that the maximum liability of **The Company** shall in no case exceed the Aggregate Limit in the Policy **Schedule**.

SPECIFIC EXCLUSIONS

The Company shall not be liable for:

1. In respect of any act or fraud or dishonesty committed by the **Employee** unless such act of fraud or dishonesty is discovered during the aforesaid **Period of Insurance** or within 12 months thereafter or within 12 months after the death, dismissal or retirement of the **Employee** whichever event shall first happen.
2. If the nature of **Business** of **The Insured** or the duties or conditions of employment be changed, or the remuneration of the **Employee** reduced without the sanction of **The Company** or if the precautions and checks for securing accuracy of accounts shall not be duly observed.
3. Paying more than one claim in respect of the same **Employee** under this Policy.
4. Errors in bookkeeping and/or losses discovered during stocktaking.

The Company shall cover **Breakage** of any of the glass described in the **Schedule** (including any writing or ornamentation fixed thereon if expressly as specified in the **Schedule**). The Company will indemnify The Insured to the extent of the market value of the glass broken.

The Company will also pay to The Insured the reasonable cost of any necessary temporary boarding up pending replacement of the broken glass.

Provided that The Company's liability shall not exceed the **Total Sum Insured** as specified in the **Schedule** subject to the terms, exclusions, limits and conditions contained herein or endorsed hereon during the **Period of Insurance**.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Breakage	Not include any disfiguration or Damage other than fracture extending through the entire thickness of the glass.

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. The Company may reinstate, repair or replace the damaged property instead of paying the amount of the **Damage**.
2. In the event of the **Breakage** for which The Company is liable, the broken glass shall become the absolute property of The Company as salvage and The Insured shall use every endeavour to prevent any further **Breakage** or **Loss** arising out of such salvage and shall allow the representative of The Company to have immediate access thereto and to remove same or do such other things as may be necessary for the preservation thereof.
3. The Company shall in respect of any risk insured under the Policy be entitled to use the name of The Insured in such manner as it may think fit in bringing proceeding against any person to recover compensation for the **Loss** sustained by such **Breakage**. The Company shall be entitled to all rights of subrogation whether by way of indemnity or otherwise and The Insured shall give all information and render all assistance in The Insured's power in connection therewith free of any expenses to The Company and execute such assignments thereof as The Company may reasonably require.
4. The Insured shall take all reasonable precautions for the safety of the Property Insured and shall use and maintain all the protections provided.
5. Immediately upon the happening of any **Loss** or **Damage** to the Property Insured as described in the **Schedule** the **Total Sum Insured** or **Sum Insured** upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the **Loss** or **Damage** and such reduced **Sum Insured** shall be the limits of The Company's liability in respect of any further **Loss** or **Damage** occurring during the **Period of Insurance** unless The Company consents upon payment of additional **Premium** to reinstate the full **Sum Insured**.

SPECIFIC EXCLUSIONS

The Company shall not be liable in respect of:

1. **Breakage** caused by or resulting from fire, lightning, earthquake, volcanic eruption and explosion.
2. **Breakage** arising during removal or alterations to **Premises** described in the said **Schedule**.
3. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
4. Cracked or imperfect glass unless specially declared as such and specifically included in the **Schedule**.

The Company shall cover any unforeseen and sudden physical **Loss** or **Damage** from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

The indemnity provided by this Policy in respect of such **Loss** or **Damage** shall be made by way of payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items as specified in the **Schedule** the sum set opposite thereto and not exceeding in all the total sum expressed in the **Schedule** as insured hereby.

This Policy shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the **Premises**, or during subsequent re-erection.

SPECIFIC DEFINITIONS

Memo 1 – Sum Insured

It shall be a requirement of this Policy that the **Sum Insured** is equal to the cost of replacement of **The Insured's** machinery by new machinery of the same kind and capacity, which means its cost of replacement including, e.g. freight, dues and customs duties, if any, and cost of erection. If the **Sum Insured** is less than the amount required to be insured, **The Company** shall pay only in such proportion as the **Sum Insured** bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 – Basis of Indemnity

- a) In cases where **Damage** to an insured item can be repaired – **The Company** shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the **Sum Insured**. If the repairs are executed at a workshop owned by the **Insured**, **The Company** shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the **Damage**, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.
- b) In cases where an insured item is destroyed – **The Company** shall pay the actual value of the item immediately before the occurrence of the **Loss**, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the **Sum Insured**, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. **The Company** shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be borne by this Policy only if especially agreed in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs shall be borne by **The Company** if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company shall make payments only after being satisfied by production of necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

SPECIFIC EXCLUSIONS

The Company shall not be liable for:

1. The **Deductible** stated in the **Schedule** to be borne by **The Insured** in any one occurrence; if more than one item is lost or damaged in one occurrence, **The Insured** shall not, however, be called upon to bear more than the highest single **Deductible** applicable to such items;
2. **Loss** or **Damage** to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts;
3. **Loss** or **Damage** due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. **Loss** or **Damage** for which a supplier, contractor or repairer is responsible either by law or under contract;

5. **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 Insurer** or not;
6. **Loss or Damage** arising out of the wilful act or gross negligence of **The Insured** or his representatives;
7. **Loss or Damage** as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale).

The Company will pay The Insured the Sum Insured as specified in the Schedule in the event the Insured Person sustains any Bodily Injury caused by Accidental means resulting in the Insured Person's death or Bodily Injury subject to the terms, provisos, exclusions and conditions of the Policy.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Accident/Accidental	A sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of Bodily Injury .
Bodily Injury	Injury occurring during the Period of Insurance which is the direct result of Accidental , violent, external and visible means.
Brawl	A noisy, disorderly and often violent quarrel or fight whether provoked or unprovoked.
Demonstration	A manifestation of grievances support or protest by public rallies and parades.
Hospital	Any institution recognised by the Ministry of Health or any equivalent authority or lawfully operated for the care and treatment of injured persons with organised facility for diagnosis and surgery, having 24 hours per day nursing services by registered and graduate nurses and medical supervision, but not including any institutions used primarily and wholly as a nursing home, mental institution, or a place for the care or treatment of alcoholics or drug addicts or home for the aged.
Insured Person	The person described in the Schedule or Endorsement as an Insured Person .
Loss of Sight	Total and irrecoverable loss of sight rendering the Insured Person absolutely blind in the eye and beyond remedy by surgical or other treatment.
Loss of Hearing	Total permanent and irrecoverable loss of hearing.
Loss of Speech	Total permanent inability to communicate verbally.
Medical Practitioner	A physician qualified with a degree in western medicine and surgery, but excluding a physician who is The Insured / Insured Person himself, or the spouse or lineal relative of The Insured / Insured Person .

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

Entry Age and Geographical Territory

The **Insured Person** shall not be less than 16 years of age or more than 65 years of age. All benefits provided in this Section are applicable worldwide 24 hours a day.

Medical Examination

The Company shall have the right and opportunity to examine the **Insured Person** as often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to conduct an autopsy in case of death at their own expense where it is not forbidden by law.

Claims

- On the happening of any **Accident** for which compensation is payable under this Section, **The Insured** or **Insured Person** shall immediately employ the services of a **Medical Practitioner** and undergo any treatment such practitioner shall deem necessary.
- All certificates, accounts receipts, documents, information and evidence required by **The Company** shall be furnished at the expenses of **The Insured** or **Insured Person** hereunder and shall be in such form and such nature as **The Company** shall describe.
- The death of the **Insured Person** shall be established by an Official Death Certificate and other relevant documents required by **The Company**. In the event of his/her disappearance following an **Accident**, by a Court presuming his/her death.
- Any claim due and payable under this Section will be paid to **The Insured** where **The Insured** has insurable interest. However, where **The Insured** has no insurable interest in the life of the **Insured Person**, all payment of claims due and payable hereunder shall be made to the **Insured Person** or to his/her legal representatives.

Termination of Individual Insurance

The insurance of any one **Insured Person** shall terminate on the earliest of the following events:

- a. Upon the termination of the employment contract between **The Insured** and the **Insured Person**; or
- b. When the **Insured Person** reaches the maximum age of 65 years; or
- b. Upon the death of the **Insured Person**.

Change of Address or Particulars

The Insured shall give immediate notice to **The Company** of any change in address, **Business** or occupation. **The Insured** shall also give notice before any renewal of this Policy for any injury, disease, physical defect or infirmity which **The Insured** has been affected with or has knowledge of.

SPECIFIC BENEFITS

1. ACCIDENTAL DEATH

If during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** which results in his/her death within 12 calendar months from the date of **Accident**, **The Company** will pay the **Sum Insured** as specified in the **Schedule** to **The Insured**.

2. PERMANENT DISABLEMENT

If during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** which results in any of the following Permanent Disablement losses within 12 calendar months from the date of **Accident**, **The Company** will pay **The Insured** up to the **Sum Insured** as specified in the **Schedule** using the Table of Compensation shown below.

DESCRIPTION OF DISABLEMENT		COMPENSATION Percentage (%) of Principal Sum Insured	
1	Total permanent disablement from engaging in or attending to employment/occupation of any kind	100	
2	Total paralysis or permanently bedridden	100	
3	Loss of	a) one hand or arm	100
		b) one foot or leg	100
4	Loss of Sight in one or both eyes	100	
5	Loss of	a) Hearing in both ears	75
		b) Hearing in one ear	15
		c) Speech	50
6	Loss of	a) four fingers and thumb of one hand	50
		b) four fingers of one hand	40
7	Loss of thumb	- both phalanges	25
		- one phalanx	10
8	Loss of index finger	- three phalanges	10
		- both phalanges	8
		- one phalanx	4
9	Loss of middle finger	- three phalanges	6
		- both phalanges	4
		- one phalanx	2
10	Loss of ring finger	- three phalanges	5
		- both phalanges	4
		- one phalanx	2
11	Loss of little finger	- three phalanges	4
		- both phalanges	3
		- one phalanx	2
12	Loss of toes	- all of one foot	15
		- great, both phalanges	5
		- great, one phalanx	2
		- other than great, if more than one toe lost, each	1

Permanent Total Loss of use of a part of a body shall be treated as a loss of the part of the body. Where any permanent partial disablement not as specified above other than loss of sense of taste or smell, **The Company** will adopt a percentage of disablement which in the opinion of **The Company's** medical advisers is not consistent with the provision of the above and without regard to the **Insured Person's** occupation.

3. MEDICAL EXPENSES

The Company will indemnify the **Insured Person** for actual medical expenses incurred as a result of an **Accident** for medical treatment by a **Medical Practitioner**, confinement in a **Hospital** or employment of a licensed and graduate nurse to care for the **Insured Person** following a recommendation by the attending **Medical Practitioner** up to the **Sum Insured** as specified in the **Schedule**. The actual medical expenses shall be incurred within 52 weeks from the date of the **Accident**.

Provision

The aggregate of all percentage in respect of any one **Accident** shall not exceed 100% of principal **Sum Insured**. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force for the **Insured Person**. All other losses lesser than 100% if having been paid shall reduce the respective **Insured Person's** coverage under Accidental Death benefit and Permanent Disablement benefit by that amount from the date of **Accident** until the expiration of the Policy.

SPECIFIC EXCLUSIONS

This Section does not cover death or disablement directly or indirectly caused by, arising from or in connection with any of the following:

1. Suicide (whether felonious or not) or any attempt thereat or self-injury, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a **Medical Practitioner**, the committing or attempt to commit any unlawful act.
2. The **Insured Person** flying or travelling in an aircraft otherwise than as fare-paying passenger with a licensed carrier on a scheduled domestic or international route.
3. The **Insured Person** engaging in:
 - a. Water-skiing, any underwater activities involving use of underwater breathing apparatus (except scuba-diving), mountaineering necessitating the use of ropes or guides, parachuting, hang-gliding, sky-diving, professional sports or games, martial arts, horse riding, wrestling, boxing, racing of any kind other than on foot, pacemaking, speed or reliability trials;
 - b. Use of woodworking machinery driven by mechanical power.
4. Any pre-existing conditions, physical defect or infirmity, fits of any kind, any form of disease, illness, virus, infection or parasites and congenital defect.
5. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
6. Disorder of a psychological nature, any anxiety state and/or nervous depressions, mental illness.
7. Any **Bodily Injury** which shall result in hernia.
8. Childbirth, miscarriage, pregnancy or any complications thereof unless caused solely and directly by the Accident.
9. Murder or assault resulting from provocation by the **Insured Person**, wilful exposure to needless peril except in an attempt to save human life.
10. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination or the release of pathogenic or poisonous biological or chemical materials.
11. While participating in a **Brawl** or **Demonstration**.
12. Occupational exclusions – for **Insured Person** working as or involved in the types of occupations listed below (whether on a temporary or permanent basis), no benefit shall be payable under this section for **Accidental Bodily Injury** while on active duty of any of the following activities: racer, professional sportsman, seaman, logger, offshore worker, air crew member, fisherman, horse jockey, professional entertainer, explosive maker/handler, ship crew, test pilots and drivers, stevedores, professional divers, fireman, underground worker/miner, member of armed forces, naval military or air force service or operations, police force and rescue service.
13. Riding/driving without a valid riding/driving licence.

If any person under a contract or service or apprenticeship with **The Insured** shall sustain Bodily Injury by **Accident** or disease caused arising out of the course of his employment by **The Insured** in the **Business** during the **Period of Insurance**.

The Company shall indemnify **The Insured** against liability at law to pay compensation, claimant's costs and expenses in respect of such **Injury** and shall in addition pay all costs and expenses incurred with its written consent.

The Company shall also in the event of the death of **The Insured's Employee** 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 representative 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.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Accident or Accidental	Sudden, unforeseen and fortuitous event that happens by chance and could not have been expected by The Insured and the Employee .
Employee	A person under a contract of service or apprenticeship with The Insured .
Injury	Bodily Injury caused solely and directly by an Accident , independent of any other cause.
Territorial Limit	Within Malaysia, but Worldwide excluding USA and Canada in respect of Temporary Overseas Visits extension and subject to the Jurisdiction Clause.

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. **The Insured** shall ensure the due compliance and observance of all terms, conditions and **Endorsement** of this Policy in so far as they relate to anything to be done or complied with by **The Insured** and which affects the liability of **The Company** to make any payment under this Policy.
2. No admission, offer, promise or payment shall be made by or on behalf of **The Insured** without the written 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 of 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.
3. The first **Premium** and all renewal **Premiums** that may be accepted are to be regulated by the amount of wages and salaries and other earning paid by **The Insured** to employees during each **Period of Insurance**. The name of every **Employee** together with the amount of wages, salaries and other earnings shall be properly recorded and **The Insured** shall at all times allow **The Company** to inspect such records and shall supply **The Company** with a correct account of all 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 shall 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 refund by **The Company** as the case may be.

SPECIFIC EXCLUSIONS

The Company shall not be liable in respect of:

1. **The Insured's** liability to **Employee** of contractors to **The Insured**.
2. Any liability to **The Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any sum which **The Insured** would have been entitled to recover from any party but for an agreement between **The Insured** and such party.
4. Any injury by **Accident** or disease sustained outside the **Territorial Limit**.
5. Any liability of **The Insured** to pay compensation to an **Employee** or to the legal personal representatives or dependents of an **Employee** by virtue of any workmen's compensation law.
6. Any liability of whatsoever nature attributable directly or indirectly to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof.

7. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence to or aggravated by asbestos in whatever form or quantity.
8. Any losses (Bodily **Injury**, property **Damage** or any other loss covered hereunder) arising directly or indirectly, out of, or in any way involving **The Insured's** "internet operations", including but not limited to **Business** conducted and/or transacted via internet, intranet, extranet and/via **The Insured's** own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

The Company will indemnify **The Insured** against:

1. All sums which **The Insured** shall become legally liable to pay for compensation in respect of
 - a. **Accidental Bodily Injury** to any person
 - b. **Accidental** loss of or **Damage** to property
 that occurs within the **Territorial Limits** during the **Period of Insurance** as a result of an **Accident** and happening or caused in connection with **The Insured's Business** as described in the Policy **Schedule**.
2. All costs and expenses of litigation
 - a. recovered by any claimant against **The Insured**
 - b. incurred with the written consent of **The Company**
 in respect of a claim against **The Insured** for compensation to which the indemnity expressed in this Policy applies.

In the event of the death of **The Insured**, **The Company** will in respect of the liability incurred by **The Insured** indemnify **The Insured's** personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were **The Insured** observe, fulfil and be subject to the terms, exceptions and conditions of the Policy in so far as they can apply.

LIMIT OF LIABILITY

The liability of **The Company** under this Policy for all compensation payable which shall include damages and claimant's costs and expenses:

- a. to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the **Limit of Liability** as specified in the **Schedule** for any one **Accident**.
- b. In respect of all **Injury**, illness, **Loss** and **Damage** sustained during any **Period of Insurance** shall not exceed the **Limit of Liability** as specified in the **Schedule** for any one **Period of Insurance**.

SPECIFIC DEFINITIONS

In relation to this Section, the following definitions apply:

Wording	Definition
Accident or Accidental	Sudden, unforeseen and fortuitous event that happens by chance and could not have been expected by The Insured .
Damage	Shall include Loss .
Injury	Bodily Injury, disease or illness including death resulting therefrom.
Territorial Limits	(a) the Territory defined in the relevant Schedule (b) within Malaysia, but Worldwide excluding USA and Canada in respect of Injury or Damage arising out of the non-manual activities or works of a person whose normal place of residence is in Territory above but is away for a short time in connection with the Business of The Insured .
Pollution	Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacterial, chemical, sewage and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
Vessel	Any vessel, craft or thing made or intended to float on or in or travel on or through water or air.

SPECIFIC CONDITIONS

This Policy and the **Schedule** shall be read together 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 meaning wherever it may appear.

1. Claims

- a. **The Insured** shall not without the consent in writing of **The Company** repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any **Accident** or Claim and **The Company** shall be entitled if it so desires to take over and conduct in the name of **The Insured** the defence of any claim or to prosecute in the name of **The Insured** at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons 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.

- b. **The Company** may in the case of any **Accident** pay to **The Insured** the **Limit of Liability** for any one **Accident** (but deducting therefrom any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such **Accident** can be settled and **The Company** shall thereafter be under no further liability in respect of such **Accident** except for the payment of costs and expenses of litigation under clause (B) of the operative clause of this Policy incurred prior to the date of payment of such **Limit of Liability** or such lesser sum.

2. Premium Adjustment

If the **Premium** for this Policy has been calculated on any estimates furnished by **The Insured**, **The Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow **The Company** to inspect such record. **The Insured** shall within one month from the expiry of each **Period of Insurance** furnish to **The Company** such particulars and information as **The Company** may require. The **Premium** for such period shall thereupon be adjusted and the difference paid by or allowed to **The Insured** as the case may be.

SPECIFIC EXCLUSIONS

The indemnity expressed in this Policy shall not apply to:

1. Liability assumed by **The Insured** by any contract or agreement and which would not have attached in the absence of such contract or agreement.
2. Liability in respect of:
 - a. Bodily **Injury** to any person under a contract of service or apprenticeship with **The Insured** if such liability is in respect of Bodily **Injury** arising out of and in the course of the employment of such person by **The Insured**.
 - b. any sums payable by **The Insured** under legislation relating to occupational Bodily **Injury**, or any workmen's compensation law.
3. Liability in respect of **Loss** or **Damage** to property:
 - a. belonging to **The Insured**.
 - b. in the charge or under the control of **The Insured** or any servant or agent of **The Insured**.
 - c. being that part of any property on which **The Insured** or any servant or agent of **The Insured** is or has been working if that **Loss** or **Damage** results directly from such work.
 - d. caused by or in connection with or arising from the bursting of any pressure part of
 - i. any steam boiler or any economiser;
 - ii. any **Vessel** or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam purpose;belonging to or under the control of **The Insured** or any servant or agent of **The Insured**.
4. Liability in respect of:
 - a. **Loss** of or **Damage** to any property or land or building caused by vibration or by the removal or weakening of support.
 - b. Bodily **Injury** to any person or **Loss** of or **Damage** to property occasioned by or resulting from any such **Loss** or **Damage** aforesaid.
5. Liability in respect of Bodily **Injury**, **Loss** or **Damage** caused by or in connection with or arising from:
 - a. the ownership, possession or use by or on behalf of **The Insured** of any **Vessel** or craft or mechanically propelled vehicle or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare but this exception shall not apply to mechanically propelled vehicle not licensed for road use or for which a Certificate of Motor Insurance is not required under the Road Traffic Act 1987.
 - b. any lift, elevator, escalator, hoist or crane owned or used by **The Insured** or for the maintenance of which **The Insured** is responsible unless as specified in the **Schedule** under the heading of "Plant".
 - c. defective sanitary arrangements or poisoning of any kind.
 - d. food or drink or foreign or deleterious matter in food or drink sold or supplied or provided or afforded or distributed by or on behalf of **The Insured**.
 - e. any commodity or goods or products or thing or any container thereof sold or supplied or distributed or serviced or repaired or renovated or altered or treated or processed or constructed or manufactured or installed or let on hire or handled by or on behalf of **The Insured**.
 - f. **Accident** to any **Vessel** or craft in consequence of the condition of unsuitability of any berth, dock or mooring.
 - g. treatment prescribed for or given to any person or from services rendered in a professional capacity.
 - h. fire, explosion, flood, earthquake, volcanic eruption, hurricane, cyclone, typhoon, tornado or other atmospheric disturbance or convulsion of nature.
 - i. the ownership or operation of an airport or airstrip.
6. Liability in respect of Bodily **Injury**, **Loss** or **Damage** whatsoever directly or indirectly caused by or in connection with or arising from
 - a. seepage, **Pollution** or contamination or toxic waste disposal.
 - b. the cost of removing, nullifying or cleaning up seepage, polluting or contaminating substances or toxic waste.

7. Liability in respect of Bodily **Injury** to any member of **The Insured's** family or household or any employees of **The Insured** if the Bodily **Injury** arises out of and in the course of his/her employment nor in respect of any claim by any Government or other Authority for compensation or reimbursement under any legislation relating to such Bodily **Injury**.
8. Liability whatsoever for any claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequences of:
 - a. Asbestos or any materials containing asbestos in whatever form or quantity;
 - b. Latex allergy;
 - c. Exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated;
 - d. Pure financial loss;
 - e. Fine, penalties, punitive damages, treble damages, exemplary damages or any other damages resulting from the multiplication of, or in excess of compensatory damages;
 - f. Failure to supply;
 - g. Internet operation but not limited to **Business** conducted and/or transacted via internet, intranet, extranet and/or via **The Insured's** own website, internet site web address and/or the transmission of electronic mail or documents by electronic means;
 - h. Offshore oil and gas exploration and production but this exception does not apply to general distribution, petrol stations/kiosks, incidental contract for supply, installation, repair of equipment, canteen operations, maintenance of office and the like.