

# Biz Guard

## BIZ GUARD INSURANCE POLICY

**Liberty General Insurance Berhad** 197801007153 (44191-P)

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

P. O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.

(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](http://www.pidm.gov.my)).



1 800 88 3833



[customer@kurnia.com](mailto:customer@kurnia.com)



[www.kurnia.com](http://www.kurnia.com)

**WHEREAS** the Insured by an application and declaration which are duly incorporated herein has applied to **Liberty General Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

**NOW THIS POLICY WITNESSETH** that in respect of events occurring during the period of Insurance and subject to the limitation exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this policy).

## SECTION I

### FIRE INSURANCE

The Company will pay or make good to the Insured the actual value of the Property Insured described in the Schedule or any part of such property be destroyed or damaged caused by fire or lightning or other specific Perils described in the Schedule.

### CONDITION APPLICABLE TO FIRE INSURANCE

1. All Insurance under this Sub Section
  - a) On any building or part of any building
  - b) On any property contained in any building
  - c) On rent or other subject matter of insurance in respect 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 building 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 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 building 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.

2. The insurance under this Sub Section extend to include:-
  - (a) Wages of the Insured's employees other than full-time member of a Work Fire Brigade.
  - (b) The cost replacement of fire fighting appliances and destruction of or damage to material (including employees' clothing and personal effect) unless otherwise specially 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 Sub Section or immediately threatening to involve such property.

3. On the happening of any loss or damage to any of the property insured by this Sub Section, the Company may:-
  - a) Enter and take and keep possession of the building premises where the loss of 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 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 Sub Section 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 condition of this Sub Section in answer to any claim.

If the Insured or any person on this behalf shall not comply with the requirement of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Sub Section Shall be forfeited.

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

- 4. In the event of a loss to the property insured 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 Sub Section. 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, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of 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, authorised sole agent or agent, authorised broker, authorised 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 Value under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised 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.

- 5. 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 Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the respective Sub Section shall be separately subject to this Condition
- 6. 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 Sub Section 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.

## EXCEPTIONS APPLICABLE TO FIRE INSURANCE

- 1. (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 Condition 2(f)] or by its undergoing any heating or drying process
- c) Loss or damage occasioned by or through or in consequence directly or indirectly, of any of the following occurrences, namely:
  - (i) The burning of property by order of any public authority
  - (ii) Subterranean Fire
  - (iii) Earthquake, volcanic eruption or other convulsion of nature
  - (iv) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- 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 contribution to by ionizing 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 Condition 1(2) only combustion shall include any self-sustaining process of nuclear fission.

2. Unless otherwise expressly stated in the Sub Section 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 RM 500/=.
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations or documents of any kind, stamp, coined 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 gas used for illuminating or domestic purpose 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 Section.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

3. 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.
- (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.

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 Sub Section, 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.

## WARRANTIES & CLAUSE APPLICABLE TO FIRE INSURANCE

### W03A STORAGE OF HAZARDOUS GOODS WARRANTY A

Warranted that during the currency of this Policy, storage in the premises of the following materials is permitted only up to the limit of quantities stated below, namely:-

- |   |   |
|---|---|
| (i) All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93C (200F)  | 3600 Litres<br>(800 gallons)                          |
| (ii) All liquids including petrol giving off flammable vapour with flashpoint below 38C (100F)  | 900 Litres<br>(200 gallons)                           |
| (iii) Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials such as silane, sulphur, ect and active material such as magnesium, sodium, ect | 30kg or 4 cases or<br>cartoons whichever is<br>higher |

### C001(B) TEMPORARY REMOVAL CLAUSE – Other Property Excluding Stock-in-Trade and Merchandise

The property insured under item(s)..... of this Sub Section 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:-

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

### C002(B) REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)

The insurance on Building and/or Contents 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 Sub Section 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 (RM 2,000,000.00) in aggregate any one loss whichever is lower.

The Company will not pay any costs or expenses:

- (a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to

such site.

- (b) arising from pollution or contamination of property not insured by this Section.

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

## **C003(b) ARCHITECTS SURVEYOR'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 authorised 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.

## **C008 FOUNDATION EXCLUSION**

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).

## **C016 REINSTATEMENT VALUE**

Notwithstanding anything to the contrary contained in Condition 7 of General Conditions Applicable to All Sections, it is hereby declared and agreed that in the event of the property stated in the Schedule of the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Sub Section is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Sub Section except insofar as the same may be varied hereby.

### **Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) 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 of 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 Section 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 had 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 Section, then the Insured shall be considered as being his own insurer 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.

## **C020 TEMPORARY STORAGE CLAUSE**

The Property (excluding buildings) insured under this Section is covered whilst temporarily stored anywhere in Malaysia 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)

## **C028 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.

## **C029 APPRAISEMENT 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.

## **42a DATE RECONITION CLAUSE**

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

1. 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 chips), 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:
  - (a) correctly recognize any date as its true calendar date;
  - (b) 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
  - (c) 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.
2. 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 1.
3. It is further understood that the Company will not pay for any loss 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 1 above.
4. 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 1 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 1,2,3 or 4 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 result from an insured perils as defined in the policy.

Subject otherwise to the terms and conditions of the policy.

## **C089 PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property damage covered under this Section 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 Section:-

- (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.

## **C004 OTHER CONTENTS CLAUSE**

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

1. Money and stamps not otherwise specifically insured for an amount not exceeding RM 200.00
2. Documents, manuscripts and business books but only for the value of materials as stationery, together with the cost of clerical labour expended in wiring up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM 200.00 in respect of any one document manuscript or business book.
3. 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 record (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 RM 200.00
4. Patterns, models, moulds, plans and designs, for an amount not exceeding RM 200.00 in respect of any one pattern, model, mould plan or design.
5. Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM 200.00 in respect of any one Employee.

## **C010 COMPUTER SYSTEMS RECORDS**

Computer systems record are insured only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such record (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained therein.

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

## **C027 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 situation 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.

## **C030 VEHICLE LOAD CLAUSE**

In the event of the Insured's vehicle 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

## **C031 ALTERATIONS AND REPAIRS CLAUSE**

Notwithstanding exclusion 3(a) of this Sub Section, 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.

## **C092 UNVALED 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 happening of its destruction or the actual amount of such damage.

## **WARRANTIES & CLAUSES APPLICABLE TO FIRE INSURANCE (NOT INCLUDED UNLESS SPECIFIED IN THE SCHEDULE)**

### **C047(A) COLD STORAGE/INCUBATOR CLAUSE (A)**

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 by fire or any other perils hereby insured.

Subject otherwise to the terms and conditions of the policy.

### **C047(B) COLD STORAGE/INCUBATOR CLAUSE (B)**

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

Subject to otherwise to the terms and conditions of the policy.

### **C006(A) MORTGAGEE (CHARGE) CLAUSE**

Loss, if any, payable to the party specified in the schedule as Mortgagee (chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only herein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property not 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 Section, 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 Sub Section 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 come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Sub Section 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 Sub Section shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee 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.**

## C16A REINSTATEMENT VALUE (STRATA TITLE PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in Condition 7 of the Policy, it is hereby declared and agreed that in the event of the property insured as stated in the Schedule of the within Sub Section 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 Section except insofar as the same may be varied hereby.

## Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch 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 Sub Section 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 Sub Section 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 of 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 has been destroyed then the Insured shall be considered being his own insurer for the difference between the sum insured and the sum insured 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 Sub Section shall be separately subject to his Special Provision.
4. This clause shall be of 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 Sub section if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of 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 provisions of this clause the Company shall only make such payment in accordance with the

Strata Title Act, 1985 and the Sutra Title (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

## **P001 AIRCRAFT DAMAGE ENDORSEMENT**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Section 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 Section 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 Sub Section exceed the sum insured by each item of the Sub Section.
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.

## **P002 EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT**

In consideration of an additional premium, the Company agreed that notwithstanding anything stated to the contrary in exception 1 of Sub Section 1, 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 Conditions of this Sub Section 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 perils which this insurance extends include by virtue of this endorsement.

Subject to otherwise to the terms and conditions of the policy.

## **P003 STORM, TEMPEST ENDORSEMENT**

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Exception 1 of Section 1, 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 Conditional attached hereto.

Provided always that all the Conditions of this Section shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by 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 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) RM 200.00

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 day's 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 walls made by the direct force of the said perils.
2. This endorsement does not extend the insurance under this Sub-Section 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 Section.
  - d) Loss or damage caused by explosion except as provided in exception 2(h) of the Sub Section.
  - e) Loss by reason of any ordinance or law regulating the construction or repair of building.
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 fixture or fittings of any description.
  - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Sub Section.

Subject otherwise to the terms and conditions of the policy.

## P004 FLOOD ENDORSEMENT

In consideration of an additional premium, the Company agreed that notwithstanding anything stated to the contrary in Exception 1 of Sub Section 1, 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 Sub Section 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 herein before 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 total sums insured against such peril on said property by Sub Section in the name of the Insured, or
- (b) The first RM 2,500.00 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 purpose 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 Clause apply afresh.

## Special Conditions

1. This endorsement does not extend the insurance under this Sub Section.
  - (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 Sub Section.
  - (d) Loss or damage caused by explosion except as provided in Exception 2(h) of the Sub Section.
  - (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 in respect of any excess beyond the amount which would have been payable under such other Policy or Policies has 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.

## P05C EXPLOSION ENDORSEMENT (NON-INDUSTRIAL WITHOUT BOILDERS)

In consideration of an additional premium, the Company hereby agreed and declare that the insurance under (item(s) as specified in the schedule of) this Sub Section 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, excluding loss of 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 Exception 2(h) of the Sub Section 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 Sub Section.

## 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 act of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

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 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 Sub Section, 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.

#### **P06A IMPACT DAMAGE EXCLUDING INSURED'S OWN VEHICLE ENDORSEMENT**

In consideration of an additional premium, the Company hereby agreed and declare that the insurance under this Sub Section shall extend to include loss or damage to the property described in the Schedule and/or to wall, 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 his family, or any person in and upon the Insured's service, provided that the first RM 50.00 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 Sub Section 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.

#### **P06B IMPACT DAMAGE EXCLUDING INSURED'S OWN VEHICLE ENDORSEMENT**

In consideration of an additional premium the Company hereby agreed and declare that the insurance under this Sub Section shall extend to include loss and damage to the property described in the Schedule and/or to wall, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, 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 RM 250.00 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 Sub Section 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.

#### **P07B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES ENDORSEMENT**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Sub Section 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 RM 1,000.00\*\* of each and every loss at each separate premises, as ascertained after application of average, or the Company's rateable proportion of the amount.

\*\*where the sum insured is less than RM 50,000 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM 100.00.

Provided always that all the conditions of the Sub Section (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 Sub Section.
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 Sub Section.
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 to otherwise to the terms and conditions of the policy.

## P08A ELECTRICAL INSTALLATIONS CLAUSE (A)

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 damage by first set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to terms and conditions of the policy.

## P08B ELECTRICAL INSTALLATIONS CLAUSE (B)

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

## P009 BUSH/LALANG FIRE ENDORSEMENT

In consideration of and additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Exception 2(i) of the Sub Section, the Insured is extended under (Item(s) specified in the schedule) to cover loss and damage caused by bush/lalang fire (provided that during the currency of this policy every reasonable effort shall be made to keep the Insured's ground free from Lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

## **P10A SUBSIDENCE AND LANDSLIP (STANDARD COVER ENDORSEMENT)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Sub Section shall extend to cover loss or damage to the property insured caused by subsidence and/or have 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, outbuilding 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 damage by the same cause and at the same time.
- (c) Loss or damage occasioned by happening through, or in consequence of:
  - (i) Coastal or river erosion.
  - (ii) Demolition, structural alteration or structural repair.
  - (iii) Defective design or inadequate construction of foundations.
- (d) In respect of each and every loss 5% of the total sum insured or RM 25,000.00 whichever is the lower, as ascertained after the application of any condition of coverage.

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 Sub Station (except in so far as they may be hereby expressly varied) shall apply as if 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.

## **P10B SUBSIDENCE AND LANDSLIP ENDORSEMENT (DELETION OF EXCLUSION (a) UNDER STANDARD COVER ENDORSEMENT P10A)**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Sub Section 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 damage by the same cause and at the same time.
- (b) Loss or damage occasioned by happening through, or in consequence of:
  - (i) Coastal or river erosion
  - (ii) Demolition, structural alteration or structural repair
  - (iii) Defective design or inadequate construction of foundation.
- (c) In respect of each and every loss, 5% of the total sum insured or RM 25,000.00 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 Building less the amount excluded under (c) above.

Provided always that all the conditions of the Sub Section (except in so far as they may be hereby expressly varied) shall apply as if they

had been incorporation 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

## **P12B RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Sub Section 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 Exception 1 of General Exception 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 consequence 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.

It is hereby declared further that notwithstanding anything in the within written Sub Section contained to the contrary, the insurance under this Sub Section 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 Exception 1 of General Exception 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.

## **Special Conditions Applicable to Riot Strike and Malicious Damage Endorsement**

For the purpose of this Endorsement but not otherwise there shall be substituted for the respectively numbered Exception/Conditions of the Policy/Sub Section the following:-

### **Exception 1 of Fire Insurance**

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.

### **Exception 1 of General Exception**

This insurance does not cover any loss or damage occasioned by or through or 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) Acts or terrorism committed by a person action on behalf of or in connection with any organization.

For the purpose of this Sub Section, "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 Exception 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.

## **Exception 2 of Fire Insurance**

Unless otherwise expressly stated in the Sub Section 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 RM 500.00.
- (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.

## **Conditions 4 of General Condition**

This insurance may at any time be terminated by the Company on notice to that effect being given to 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 stock 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 5 of Fire Insurance**

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, than the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Section shall be separately subject to this condition.

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

- 1. All the Conditions of this Sub Section shall apply in all respect 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 Sub Section 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 Sub Section shall apply in all respects to the insurance granted by the Sub Section as if this Endorsement had not been made thereon.

## **P12C DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Sub Section shall extend to include loss or damage to the property described in the Schedule and/or to wall, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM 250.00 or each claim under this endorsement shall be borne by the Insured.

Provided always that all the conditions of the Sub Section 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.

## CONSEQUENTIAL LOSS INSURANCE

The COMPANY WILL PAY TO THE INSURED in respect of item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions herein contained 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 herein for illuminating or domestic purposes

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 thereof under such insurance. AND THAT the liability of the Company shall in no case exceed the sum expressed in the said Schedule.

### Cover

#### Gross Revenue

THE INSURANCE UNDER ITEM NO.1 is limited to (a) LOSS OF GROSS REVENUE and (b) INSURANCE IN COST of Working and the amount payable as indemnity thereunder shall be:

- (a) IN RESPECT OF LOSS OF GROSS REVENUE: The amount by which the Gross Revenue during the Indemnity Period shall in consequence of the damage fall short of the Standard Gross Revenue.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the amount of the reduction hereby avoided:

Less any sum saved during the Indemnity Period in respect of such of the Working Expenses and Standing Charges of the business as may cease or be reduced in consequences of the damage:

Provided that if the Sum Insured by this item be less than the Annual Gross Revenue (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## DEFINITIONS

### INDEMNITY PERIOD

The period beginning with the occurrence of the damage and ending not later than Maximum Indemnity Period thereafter during which the result of the business shall be affected in consequence of the damage.

### FIXED INDEMNITY PERIOD

12 months

### GROSS REVENUE

The money paid or payable to the Insured in respect of work done and services rendered in the course of the business at the premises, excluding .....

## STANDARD GROSS REVENUE

The Gross revenue during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period

## ANNUAL GROSS REVENUE

The Gross Revenue during the twelve months immediately before the date of the damage

To wish such adjustments shall be made as may be necessary to provide for the trend of the business and for variation in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

Alternative trading clause. If during the Indemnity Period work shall be done pr service shall be rendered elsewhere that at then premises for the benefit of the business either by the insured or by others on their behalf the money paid or payable in respect of such work or service shall be brought into account in arriving at the Revenue during the Indemnity Period.

Premium Adjustment Clause. In the event of the Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the financial year most nearly concurrent with any period of insurance as certified by the Insured's Professional Accountants being less than the Sum Insured for such Sum Insured for such period of insurance will be made in respect of the difference. If any damage shall have occurred giving rise to claim under this Sub Section such return shall be made in respect only of so much of the said difference as is not due to such damage

## CONDITIONS APPLICABLE TO CONSEQUENTIAL LOSS INSURANCE

### 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 Consequential Loss Sub Section.

### 2. 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 uncles such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Sub Section by or on behalf of the Company before the occurrence of any Damage, all benefit under this Sub Section shall be forfeited.

### 3. DISPLACEMENT

Immediately upon any fall or displacement

- (a) of any building Damage to which might give rise to claim under this Sub Section;
- (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 Insurance shall cease in respect of loss resulting from Damage to such building or property therein.

#### PROVIDED THAT:-

- 1. 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;
- 2. Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Sub Section or would be covered if such building or range or building or structure were included in the Premises to which this Sub Section refers.

If any claim be made upon this Sub Section in consequence of Damage whether occurring before, during or after such fall 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. CHANGE IN RISK

The insurance by this Sub Section 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 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.

#### 5. INCREASE IN RISK

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

#### 6. 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 Consequential loss Sub Section 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.

#### 7. CLAIM PROCEDURE

On the happening of any Damage in consequence of which a claim is or may be made under this Sub Section, 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 minimize 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 under this Sub Section shall, not later than thirty days after the expiry of the Indemnity Period of within such further time as the Company may in writing allow, at this own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting there from. 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 Sub Section 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.

#### 8. 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 Consequential Loss Sub Section; or if the Damage be occasioned by the willful 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 rejected, or (in case of an arbitration taking place in pursuance of the Arbitration Condition of this policy) within three months after the arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Sub Section shall be forfeited.

## 9. CONTRIBUTION

If at the time of any loss under this Sub Section 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

## 10. REINSTATEMENT OF SUM INSURED

In consideration of the Insured undertaking to pay any additional premium at the agreed rate on the amount of loss calculated on a pro rate basis from the dated of such loss to the expiry of the current 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.

## 11. TIME LIMITATION

In no case whatever shall the Company be liable in respect of any claim under this Sub Section 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 insurers covering the Damage giving rise to the said claim,

Unless the claim is the subject of pending action or arbitration.

## EXCEPTION APPLICABLE TO CONSEQUENTIAL LOSS INSURANCE

### 1. EXCLUDE 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. EXCLUDED COVER

This Sub Section 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 Consequential loss Sub Section.
- (d) The burning, whether accidental or otherwise, of forests, bush, lalang 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.

### 3. EXCLUDED COVER

This Consequential Loss Sub Section 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 arise out of or in connection with any 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 event 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 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.

Any loss resulting from Damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss not covered by this insurance, except to the extent that Insured shall prove that such Damage happened independently of the existence of such abnormal conditions.

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.

## CLAUSE & ENDORSEMENT APPLICABLE TO CONSEQUENTIAL LOSS INSURANCE

### C042 PAYMENT ON ACCOUNT

In the event of the occurrence of a loss covered under this Sub Section the company may approve an advance payment on account in respect of such loss at the of the Insured and with the Loss Adjuster's recommendation.

Subject otherwise to the Terms of this Policy.

### C048 ACCOUNT'S CLAUSE

Any particulars or details contained in the Insured's books or documents which may be required by the Company under General Condition 5 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.

### C069 MATERIAL DAMAGE PROVISIO WAIVER CLAUSE

It shall not be a condition precedent to liability in respect of interruptions or interference in consequence of destruction or damage that the payment shall have been made or liability admitted under the Insurance covering the interest of the Insured in the property at the premises against such destruction or damage if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

### C051(B) ADDITIONAL PERILS ENDORSEMENT

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

Provided that the liability of the Company shall in no case under this endorsement and the Consequential Loss Sub Section exceed the sum insured by this Sub Section.

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

## SECTION II

### BURGLARY INSURANCE

#### COVER

The Company will indemnify the Insured against loss or damage to the extent of the extrinsic value of the insured items but not exceeding the limits specified in the Schedule by theft following upon or followed by burglary or housebreaking by the actual forcible and violent

breaking into or out of the premises or any attempt thereat during the period of Insurance.

## DEFINITIONS

Items related to The Insured's trade as specified in the Sub Section refers to: -

1. Business plant, equipment and machinery
2. Stock in trade

At the Insured Premise as stated in the Policy Schedule and not otherwise already insured.

## CONDITIONS APPLICABLE TO BURGLARY INSURANCE

### 1. Missing Article

There shall be no compensation under this Sub Section in respect of any article merely because it cannot be found until evidence satisfactory to the Company that it has been stolen is produced.

### 2. Sum Insured

Immediately upon the happening of any loss or damage of this Sub Section 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 the limits of the Company's liability in respect of any further losses or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sum Insured .

3. On the happening of any circumstances giving rise or likely to give rise to a claim under this Sub Section, the Insured or the Insured's representative shall
  - (a) Give immediate notice thereof in writing to the Company stating the circumstances of the claim and as soon as possible and in any case within six weeks after the happening of such event deliver to the Company a statement in writing with all particulars and details of the Property affected and the value thereof, of the loss destruction or damage.
  - (b) Take all practicable steps to discover the guilty person or person and recover any missing Property.
  - (c) Give immediate notice to the police.
4. The insured shall exercise reasonable care in the selection and supervision of employees and shall take all reasonable precautions to safeguard the Property and to secure all doors windows and other openings.

## CONDITIONS APPLICABLE TO BURGLARY INSURANCE

### FIRST LOSS (Without Average)

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this burglary Insurance is issued as a First Loss insurance on items related to the Insured's trade as described in the Schedule up to the Sum Insured stated on the Schedule.

Subject otherwise to the terms of this Policy.

## DAMAGE TO PREMISE CLAUSE

It is understood and agreed that the insurance granted by this Sub Section shall extend to include any damage to the named premise arising from, housebreaking, hold up and armed robbery to the items insured relating to the insured's trade, provided always that this extension shall not increase the liability of the Company under the respective insured items as described in the Schedule of this Sub Section and that the total liability of the Company shall not exceed RM 1,000.00 for the policy period in respect of this Policy wherever this cover applies.

## HOLD UP/ ARMED ROBBERY EXTENSION

# BIZ GUARD POLICY



It is hereby declared and agreed that this Sub Section is extended to cover the risk of Hold Up/ Armed Robbery and that the word "Robbery" shall mean taking of insured property:

- (a) By violence inflicted upon a custodian
- (b) By putting him in fear or violence
- (c) From the custodian who has been killed or rendered unconscious

## KEY CLAUSE

It is hereby declared and agreed that this Sub Section does not cover the loss of cash abstracted from the safe/ drawer/ cabinet/ cash boxes following the use of the key or any duplicate thereof belonging to the insured unless such key has been obtained by threats of violence and that the safe/ drawer/ cabinet/ cash boxes be kept locked except when in immediate use.

## BOOK KEEPING CLAUSE

It is condition precedent to the right of the Insured to recover under the Burglary Insurance that in the event of a claim made hereunder the Insured shall be able to produce to the Company records of purchase invoice and sales receipts prior to the date of the burglary in support of the claim for the purpose of substantiating the loss.

## REINSTATEMENT OF LOSS CLAUSE

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

## MARKET VALUE CLAUSE

It is hereby agreed that in the event of a loss to the business plant machinery and equipment insured herein, the limit of indemnity shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Sub Section.

For the purpose of this clause, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.

In the event of a dispute, the market value shall for the purpose of this clause be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured business plant machinery and equipment damaged or lost as it was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of the damage or loss, no manufacturer, authorized sole agent or agent authorized broker or authorized distributor for the insured business plant machinery and equipment, the valuation shall be obtained from a Loss Adjustor Licensed under the Insurance Act 1996 and to be mutually appointed by both parties.

The valuation of the insured business plant machinery and equipment by the manufacturer, authorized sole agent and agent, authorized broker or authorized distributor or Loss Adjustor licensed under the Insurance Act 1996 shall be conclusive evidence in respect of the market value of the insured business plant machinery and equipment in any legal proceedings against the Company.

Subject otherwise to the terms, conditions and exceptions of the Policy.

## LOSS NOTIFICATION CLAUSE – 30 DAYS

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delay, error or omission on the part of the insured in notifying the Company of any circumstances or events giving rise or likely to give rise to a

claim under this Sub Section.

PROVIDED always that such notification is given as soon as practicable upon such occurrence coming to the knowledge of the insured, in any event, not exceeding thirty (30) days from the date of loss.

Subject otherwise to the terms, exceptions and conditions of the Policy.

## **RIOT, STRIKE AND CIVIL COMMOTION ENDORSEMENT**

It is hereby declared and agreed that this Policy shall extend to cover Riot, Strike and Civil Commotion damage which for the purpose of this endorsement shall mean loss or damage to the 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 a lock-out or not)
2. The action of any lawfully constitute authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any disturbance.
3. The willful act of any strike or unlocked out worker done in furtherance of strike or in a resistance to a lock-out.
4. The action of any lawfully constitute authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

## **EXCEPTIONS APPLICABLE TO BURGALRY INSURANCE**

The Company will not indemnify the Insured in respect of:

1. Loss of, destruction or damage to: -
  - (a) To articles and/or property more specifically insured under another Policy of insurance or Sub Section of this Policy.
  - (b) To external showcases or external automatic machines or the contents thereof
  - (c) To deeds bonds bills of exchange bank treasury or promissory note cheques money securities for money stamps collections of stamps or coins medals manuscripts or documents of any kind sculptures patterns plans models moulds designs rare books business books or papers unless specifically insured hereunder
  - (d) Where any member of the Insured household or of his business staff is concerned as principal or accessory.
  - (e) arising while the premises are in the occupation of a sub-tenant
  - (f) resulting from any act committed by any person lawfully on the premises.
2. 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 is defined in the Penal Code " as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, 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".

3. 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.

CBT is defined in the Penal Code "as whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".

## MONEY INSURANCE

### COVER

The Company by payment or by repair reinstatement or replacement indemnify the Insured against: -

1. Loss or damage of Money
  - (a) Whilst in transit in the charge of the Insured's messenger and/or employee until disbursed or paid out to employees to and from the Insured's premises, contract site and financial institutions.
  - (b) From a locked safe or drawer by hold-up or armed robbery at the named premise.
2. Damage to any locked safe or drawer in the Insured's premise and damage to the premise arising from theft or money there from or any attempt thereat.

The Company will pay to the Insured's employee or employee's beneficiary the amount stated in the Schedule in the event of accidental death or permanent total disablement of the employees limited to two person whilst carrying the money from Insured's premises to the bank vice-versa solely and directly by robbery.

### DEFINITION

1. Money shall mean Cash Bank Notes, Cheques, Money Order, Postal Order, Bills of Exchange and Unused Stamps.
2. Money in premises is defined as money in locked safe, drawer and cash register.

### WARRANTY

Warranty that: -

1. Money for wages salaries or other earning held at the Insured's premises but which is not paid out on the day of receipt from the bank shall be secured in a locked safe outside business hours.
2. Money being carried from the Insured's premises to the bank and vice versa should be transported directly thereto and under no circumstance be left in an unattended vehicle.

### CONDITIONS APPLICABLE TO MONEY INSURANCE

1. The insured shall take all reasonable precautions for the safety Money
2. On the discovery of any loss destruction or damage the Insured shall give immediate notice to:
  - (a) The police and take all practicable steps to discover the guilty person or person and recover Money lost.
  - (b) The Company in writing and shall within seven days thereafter or such further time as the Company may allow furnish to the Company at his own expense in writing detailed particulars of the amount of the loss destructions or damage together with such proofs vouchers and other information in support thereof as the Company reasonably require.
3. The Company shall be entitle in the name of the Insured to have the absolute conduct of all or any proceeding that they consider necessary for the purpose of tracing and recovering Money lost or of securing reimbursement in respect of Money lost destroyed or damaged and the Insured shall at the Company expense furnish all such assistance as many reasonable be required by the Company in connection with such proceedings.
4. The Insured shall keep an accurate record of Money during the Period of Insurance and shall at all times allow the Company to verify such record

### EXPECTION APPLICABLE TO MONEY INSURANCE

The company will not indemnity the Insured against

1. Loss or damage caused by or attributed to her 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, 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’”.

2. 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 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, dishonestly misappropriates or converts to his own use that property, or 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’”.

3. Loss which at the time of such loss is insured by or would but for the existence of this Sub Section be insured by any Fidelity Guarantee Sub Section, Policy or Policies had this insurance not have been effected.
4. Shortages due to error or omission.
5. Interruption of the Business or any other consequential loss.
6. Loss from any unattended vehicle.

## CLAUSE /ENDORSEMENT APPLICABLE TO MONEY INSURANCE

### FULL THEFT ENDORSEMENT

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the Money Sub Section shall extend to include theft not accompanied by actual violent and forcible entry or exit from the insured's premises.

It is further declared and agreed that the Company shall not be liable for the excess as stated in the Schedule on each and claim arising from Full Theft as defined herein.

### KEY CLAUSE

It is here declared and agreed that this Sub Section does not cover the loss or cash abstracted from the safe/ drawer/ cabinet/ cash boxes following the use of the key or any duplicate thereof belonging to the Insured unless such keys have been obtained by threats of violence and that the safe/ drawer/ cabinet/ cash boxes be kept locked except when in immediate use.

### ESCORT ENDORSEMENT – APPLICABLE TO MONEY IN TRANSIT ABOVE RM 15,000

Warranted that all carrying must be accompanied by at least two (2) authorized employees.

### LOSS OR DAMAGE TO SAFE OR CABINETS OR DRAWERS

# BIZ GUARD POLICY

It is hereby declared and agreed that this Sub Section is extended to include loss or damage to the safes or drawers for a sum specified in the Schedule provided such loss or damage would but for this insurance be the responsibility of the Insured. The total liability of the company should not exceed the amount stated on the policy schedule for the period in respect of this policy wherever this cover applies.

Subject otherwise to the terms of this Policy.

## DAMAGE TO INSURED'S PREMISES

It is hereby declared and agreed that this Sub section is extended to include damage to the Insured's premise always subject to the limits as stated in the Schedule, provided such damage would but for this insurance be the responsibility of the Insured.

Subject otherwise to the Terms of this Policy.

## PERSONAL ACCIDENT ASSAULT EXTENSION ENDORSEMENT

It is hereby declared and agreed that if any insured person shall sustain or bodily injury or damage to clothing caused by robber hold-up or attempt thereat during transit resulting directly and independently of any other cause within twelve months in death disablement or expenses the Company will subject to the terms of this policy pay to the Insured the benefits set out below.

Subject to a maximum of 2 life for the Policy Period.

	Benefit
A. Death	RM 5,000
B. Loss of two limbs or the sight of both eye of loss of one limb together with the loss of sight in one eye	RM 5,000
C. Permanent total disablement arising from injuries whilst attending to carriage of money	RM 5,000
D. Damage to clothing	RM 500

Provided that:-

1. Payment shall not be made in respect of any Insured Person under more than one Benefits A, B, C or D
2. All reports certificates and information required by the Company shall be unfurnished at the Insured's expense.
3. In connection with any claim an Insured Person shall if required submit himself for medical examination at the expense of the Company.

## DEFINITION (for personal Accident Assault):

1. "Insured Person" refers to Insured or any principal or employee of the Insured age between 16 and 65 years of age.
2. "Loss of Limb" is defined as the actual physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire arm or leg.
3. "Loss of Sight" total and irrecoverable loss of sight.

## SPECIAL CONDITIONS (for personal Accident Assault)

1. This Endorsement shall not apply to any Occurrence:
  - (a) Consequent upon any pre-existing physical defect of infirmity of the Person insured.
  - (b) Consequent upon pregnancy or childbirth

2. All medical certificate and information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.

Subject otherwise to the terms, conditions and exceptions contained in this Sub Section.

## **RIOT & CIVIL COMMOTION**

It is hereby declared and agreed that this Sub Section shall extend to cover Riot, Strike and Civil Commotion damage which for the purpose of this endorsement shall mean loss or damage to the property Insured directly caused by:

1. The act of any person taking part together with other in any disturbance of the public peace (whether in connection with a strike or a lock-out or not).
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequence 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.

Subject otherwise to the terms of this Policy.

## **PLATE GLASS INSURANCE**

### **Cover**

The Company will indemnify the Insured against accidental breakage of the glass (which for the purpose of this Sub Section shall not include scratches) described in the Schedule occurring during the Period of Insurance up to but not exceeding limit as stated in the Schedule therein. The word breakage shall not include any disfigurement or damage other than fracture extending through the entire thickness of the glass.

## **CONDITIONS APPLICABLE TO PLATE GLASS INSURANCE**

This Sub Section and 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 Sub Section or of the Schedule shall bear such specific meaning where it may appear:

1. All the glass covered by this Sub Section is Insured only so long as it is fixed. If there be any alteration of the said premise, or in the tenancy, sub tenancy, occupancy of or business carried in the building containing the glass described in this Sub Section, or if they should become void or disused, notice in writing thereof shall immediately be given to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the insurance.
2. In the case of breakage of any of the glass herein mentioned, the Insured shall immediately give notice thereof in writing to the Company or any Branch Office of the Company and shall furnish the particulars of such breakage and how it was sustained and make proof of the same by the production of evidence as the Company may reasonably require within seven days from the happening of such breakage.
3. The Insured upon being aware of any breakage in respect of which a claim is or may be made shall at his own expense take all practical steps to discover the person who is liable for such breakage.
4. All salvage glass shall be the property of the Company and must be carefully preserved. The company shall respect of anything Insured under this Sub Section be entitled to use the name of the Insured, including the bringing, defending, enforcing or setting of legal proceedings for the benefit of the Company.

5. The Company will not be liable for any misdescription of the glass insured and that unless expressly stated in the said Schedule all glass be considered plain and of ordinary glassing quality and the liability of the Company shall be limited to intrinsic cost, always subject to the limits as stated in the Schedule.

## EXCEPTION APPLICABLE TO PLATE CLASS INSURANCE

The Plate Glass Insurance does not cover:

1. Breakage caused by or resulting from fire lightning explosion earthquake war invasion act foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
2. Glass which is broken, creaked or otherwise imperfect at the inception of the Policy.
3. Any cost of removal or replacement of any fittings, fixtures, or other obstructions to replacement.
4. Any consequential loss
5. Any damage or breakage occurring during transit to or while being affixed to or removed from or during the course of alteration on the premise described in the schedule.
6. Breakage of glass being embossed, silvered, bent or containing lettering or ornamental work of any kind.
7. Any cost of barricading, scaffolding or other work of a similar nature to replacement of glass.

## CLAUSE / ENDORSEMENT/ EXTENSION APPLICABLE TO PLATE GLASS INSURANCE

### Strike, Riot and Civil Commotion

It is hereby declared and agreed that this Sub Section shall extend to cover Riot, Strike and Civil Commotion damage which for the purpose of this endorsement shall mean loss or damage to the 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 a lock-out or not)
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances 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 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.

Subject otherwise to the terms of the Policy.

## NEON FIXED SIGNBOARD INSURANCE

### COVER

The Company will indemnify the Insured against property lost, destroyed or damaged by theft or any other accident or misfortune while said property is within the named premise.

### DEFINITIONS

1. The Insured is deemed to be the Owner/ Occupier of the premise insured.
2. The property refers to Neon/ Fixed Signboard and any fixture securely attached to the premise insured for the sole purpose of branding the business of the Insured.

### LIMIT OF INDEMNITY

The liability of the Company in respect of any claim shall not exceed the Sum Insured specified in the Schedule in respect of any one period of Insurance.

## CONDITIONS APPLICABLE TO NEON/ FIXED SIGNBOARD INSURANCE

1. The Insured shall exercise all reasonable care in keeping the Advertising Sign Installation in a good state of repair and in preventing loss or damage thereto and shall cause to be taken all reasonable precautions to prevent accidents and shall comply with all statutory or other obligations and regulations imposed by any Authority. In the event of the discovery of any defect in the Advertising Sign Installation the Insured shall forthwith cause such defect to be made good and in the meantime shall cause additional precautions to be taken as the circumstances may require.
2. The Company shall be entitled to inspect and examine the Advertising Sign Installation under this Sub Section at all reasonable times and in the event of any defect or damage being apparent to the Company's representative to give notice to the Insured and thereafter all liability of the Company shall be suspended until the same be remedied or removed to the satisfaction of the Company.
3. The Company shall not be liable if after the Insurance has been effected, the risk be increased from any cause whatsoever unless the Company have signified their agreement there to in writing.
4. The Company reserves the right to reinstate, repair or replace the whole or any part of the property lost or damaged as the case may be or to pay the amount of the loss or damage in cash.
5. If any claim under this Sub Section shall be in any respect fraudulent, 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 Sub Section, all benefits hereunder shall be forfeited.

## EXCEPTIONS APPLICABLE TO NEON/ FIXED SIGNBOARD INSURANCE

This Neon / Fixed Signboard Insurance does not cover:

1. Loss or damage arising from wear and tear, depreciation, gradual deterioration, mildew, moth, vermin, or in connection with any process of cleaning, dyeing, restoring or renovation, alteration or repairs of the said property.
2. Loss or damage arising out of or in any way traceable to mechanical defects in or mechanical derangement and the like.
3. Loss due to scratching or denting of the property or cracking.
4. Loss or damage arising out of earthquake, volcanic eruption, war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, malicious damage, military or usurped power confiscation or destruction by order of any Government or Public Authority and in by the Company prove that the claim hereunder the Insured shall when so required by the Company prove that the claims loss and/or damage arose independently of and when in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not liable to make any payment in respect of such a claim.
5. Loss or damage to property during loading and unloading and when in transit.
6. Any consequential loss.
7. Any legal liability or whatsoever nature.
8. Loss of or damage to:
  - (a) Property in the custody or control of the Insured
  - (b) Property insured be removed to any building or place other than that in which it is herein stated to be insured.

9. Dispossession, damage or destruction directly or indirectly arising from delay, confiscation or detention by Customs or other officials or authorities.
10. Theft of property other than at the said premise.
11. 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 is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person 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 cause or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat".

12. 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.

CBT is defined in the Penal Code "as whoever, being in any manner entrusted with property, or with any dominion over property, or dishonestly uses or disposes of the 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- ha has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".

## PUBLIC LIABILITY INSURANCE

### COVER

The Company shall pay sums which the Insured shall become liable to pay as damage in respect of accidental bodily injury to any person and accidental loss of or damage to property occurring during the Period of Insurance in connection with the Business specified in the Schedule.

### DEFINITIONS

'Insured' is deemed to include the following under this Sub Section:

1. The named Insured
2. Any director, partner or employee of the Insured BUT ONLY whilst acting within the scope of their duties in such capacity
3. Where more than one party comprises the Insured each of parties shall be considered as a separate and distinct entity and the word 'Insured' will be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties PROVIDED THAT nothing in this Clause will operate to increase the Company's liability.

### LIMIT OF INDEMNITY

The Company's liability for all claims shall not exceed the Limit of Indemnity stated in the Schedule in respect of one occurrence or series of occurrences consequent upon one original cause in respect of all bodily injury loss or damage and in any one Period of Insurance in respect of all occurrences.

The Company's Liability in respect of claims for compensation within the legal jurisdiction of Malaysia during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule and the Limit of Indemnity shall be deemed to be inclusive of all legal cost charges and expenses recoverable from the Insured by any claimant.

### Territorial Limit

The coverage to this Sub Section is within Malaysia.

## CONDITION APPLICABLE TO PUBLIC LIABILITY

This Sub Section and 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 Sub Section or of the Schedule shall bear such specific meaning wherever it may appear:

1. The Company shall not be liable if after the Insurance has been effected the risk be increased from any cause whatsoever unless the Company have signified their assent thereto in writing.
2. The Insured shall exercise reasonable care that only competent employees are employed and shall take reasonable precautions to prevent accidents and comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises furnishings fittings appliances and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
3. The Insured shall give notice to the Company of any injury loss or damage as soon as possible after it comes to the knowledge of the Insured or of the Insured's representative for the time being. The Insured shall forward to the Company forthwith after the receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to the Company immediately he receives knowledge of any proceedings. The Insured shall use the best endeavour to preserve any damaged or defective plant or appliances or 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 be made without the consent of the Company to any premises fencing machinery furnishing fittings appliances or plant which may have been the cause of injury loss or damage until the Company shall have had an opportunity of inspection. The Insured shall give all necessary information and assistance and forward all documents to enable the Company investigate settle or resist any claim as the Company may think fit.
4. The Insured shall not incur any expenses whether by litigation or otherwise or make any payment settlement arrangements or admission of liability in respect of any claim for which the Company may be liable under this Sub Section without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with this Sub Section including bringing defending enforcing or settling of legal proceedings for the benefit of arising out of any one cause for indemnity against liability as defined in this Sub Section. The Company may at any time pay to the Insured the Limit of Liability (after deduction of any sum already paid as compensation) or any less amount or which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of cost and expense of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Company shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company with such claim of proceedings.

## EXCEPTION APPLICABLE TO LIABILITY INSURANCE

The Company shall not be liable in respect of:

1. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power riot or civil commotion.
2. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactively from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear and for the purpose of this exception combustion shall include any self sustaining process of nuclear fission.
3. Any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
4. Any liability which is attached by virtue of an agreement but which would not have attached in the absence of such agreement.

5. Bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured.
6. Loss of or damage to:
  - (a) Property belonging to or in the custody or control of the Insured;
  - (b) Property belonging to or in the custody or control of any person in the service of the Insured but the expression "custody or control" shall not apply to buildings not owned or tenanted by the Insured but temporarily occupied by the Insured for the purpose of alteration decoration or repair;
  - (c) That part of any property upon which the Insured or any person in service of the Insured is or has been operating;
  - (d) Any property land or buildings caused by vibration or removal or weakening of support of such land property of buildings;
  - (e) Property caused by fire or explosion;
  - (f) Ships craft or aircraft.
7. Injury loss or damage caused by:
  - (a) The possession use or movement of ships, aircraft, or railway stock;
  - (b) The possession or use of mechanical propelled road vehicles but provided the Insured is not entitled to indemnity under any other Insurance. This exception shall not apply to injury loss or damage as herein defined arising from:
    - i. The act of loading or unloading from a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle;
    - ii. The defective loading by the Insured of any mechanically propelled road vehicle not belonging to nor hired by the Insured;
  - (c) Lifts cranes escalators or power hoisting machines unless specifically endorsed to this Sub Section;
  - (d) Defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance;
  - (e) Goods (which term shall be deemed to include containers) sold or supplied or which have been repaired or renovated;
  - (f) Sub-contractors to the Insured or person to engaged in or upon the service of such sub-contractors.

The Agents of the Company shall be in no case be made personally responsible on account of any legal or other investigation which may find in necessary to institute for the satisfaction of the Company nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence such proceedings against the Agents it is hereby declared and stipulated that the Insured shall forfeited thereby all claims upon the Company under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

8. Fine penalties punitive or exemplary damages.

## **CLAUSE/ ENDORSEMENT/ EXTENSION APPLICABLE TO PUBLIC LIABILITY INSURANCE**

### **FIRE AND EXPLOSION CLAUSE**

It is hereby declared and agreed that this Sub Section is extended to cover fire and/ or explosion (other than explosion or rupture of any steam boiler) occurring in or about the premises designated in the Schedule as "Situation of Risk".

### **ALTERATION AND REPAIR CLAUSE**

It is hereby agreed that notwithstanding anything contained herein to the contrary all legal liability to third parties arising from the maintenance or repair or decoration of the premises by contractors and subcontractors engaged by the Insured are deemed covered.

### **GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE (LMC 1)**

It is hereby declared and agreed that this Sub Section does not cover any liability for:

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

Notwithstanding the foregoing, this policy shall cover liability otherwise excluded under paragraph (a) and (b) above which:

- i. Is caused by sudden identifiable unintended and unexpected happenings which take place in entirety at a specific time and place, and
- ii. Is indemnified in not more than one annual period of original insurance.

For the purposes of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or containment, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Subject otherwise to the Terms, Conditions and Exceptions of this Policy.

## **RIOT, STRIKE AND CIVIL COMMOTION**

It is agreed and understood that otherwise subject to terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Sub Section shall extend to include loss of or damage to the interest Insured directly arising from or caused by strikes, riot and civil commotions which for the purpose of this clause shall mean:

- 1. The act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out) not being an occurrence mentioned in the exclusions below
- 2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbances
- 3. The willful act of any strike or lock-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

PROVIDED always that the company shall not be liable for any loss of or damage to the interest Insured occasioned by or in consequence directly or indirectly from any of the following occurrences:

- (a) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular arising, military rising, insurrection, rebellion, revolution, military or usurped power
- (c) Any act of any person acting on behalf or in connection with any organization with activities directed towards the overthrow by force by Government de jure or de facto or through the influence of it by terrorism or violence

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

## **NON-OWNED- VEHICLE ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Sub Section shall extend to cover the Insured's legal liability as specified within arising:

- (i) Out of the use any vehicle not owned by the Insured but used in its business
- (ii) Out of the use of the vehicle hired or leased by the Insured's employees on the Insured's business.

Provided always there is no other insurance in force covering such liability at the time of claim and that such vehicle is not required to be licensed for use on public road.

Subject otherwise to the terms, exceptions and conditions of this Policy.

## **JURISDICTION CLAUSE**

The Indemnity expressed in this Sub Section shall not apply to or include:

- (a) Compensation for damages in respect of judgement not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia
- (b) Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia

## **NEON / ADVERTISING SIGNS ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Sub Section extends to cover liability arising out of accidents happening in connection with Neon Advertising Signs owned by the Insured.

Warranted that the Insured shall comply with all statutory enactments by laws and regulations and shall at all times see that the Advertising Signs are kept in proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken to the prevention of accident as the circumstances may require and no alteration in the position of the Sign shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said Neon / Advertising Signs after any accidents has occurred in connection therewith until the Company shall have had an opportunity to inspect the same.

PROVIDED always that the liability of the Company under this Sub Section and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the limit of indemnity specified in the Schedule.

Subject otherwise to the terms, exception and conditions of this Policy.

## **WARRANTIES & ENDORSEMENT AND CLAUSE APPLICABLE TO PUBLIC LIABILITY INSURANCE (NOT INCLUDE UNLESS SPECIFIED IN THE SCHEDULE)**

### **CROSS LIABILITY CLAUSE**

It is agreed and understood that otherwise subject to the terms, exclusion, provision and conditions contained in the Sub Section or endorsement thereon and subject to the Insured having paid the agreed extra premium, the Third Party liability cover of the policy shall apply to the insured parties named in the Schedule as if a separate insurance had been issued to each party, provided that the Company shall not indemnify the Insured under this endorsement in respect of liability for:-

- Fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employer's Liability insurance.

The Company total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

### **LOADING AND UNLOADING CLAUSE**

It is hereby declared and agreed that this Sub Section is extended to indemnify the Insured against legal liability in respect of bodily injury and/or damage to property:

- (a) Arising out of and in course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle
- (b) Caused by any article or part of the load falling from a vehicle whilst in transit.

Subject otherwise to the terms, exceptions and conditions of the Policy.

## EMPLOYER'S LIABILITY INSURANCE

### COVER

The Company will indemnify any person under a contract of service or apprenticeship with the Insured sustaining 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, against liability at law for damages and claimant's costs and expenses incurred with the Company's written consent. The Company will also in the event of death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Sub Section in respect of liability incurred by the Insured provided that such personal representative shall as though they were the Insured observe and fulfill and be subject to the Terms of this Insurance insofar as they can apply.

### CONDITIONS APPLICABLE TO EMPLOYER'S LIABILITY INSURANCE

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
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 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.
3. 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 during any Period of Insurance.

### EXCEPTION APPLICABLE TO EMPLOYER'S LIABILITY INSURANCE

The Company shall not be liable in respect of:

1. The Insured's liability to employees of contractors to the Insured
2. Any liability of 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 business premise.
5. Any liability of the Insured to pay compensation to an employee or the legal personal representative 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.

## PERSONAL ACCIDENT INSURANCE

### COVER

The Company will pay the Insured's employee or his legal representatives the Benefits shown in the Schedule if during the Period of Insurance an Insured Person aged between 16 and 70 years sustains bodily injury caused solely and directly by violent, accidental, external and visible means which shall solely and independently of any cause result in death or permanent disablement to the Insured or Insured's employee arising out of and in the course of employment, occurring within twelve (12) calendar months from the date of the accident. The Company will pay to the Insured or to his legal personal representative the sum of money in accordance to the Table of Benefits subject always to the limits stated in the Schedule.

## DEFINITION

Insured Person refers to an Insured Employee who is a workman or person named in the Policy, on permanent employment with monthly records of Employee Provident Fund or Social Security Organization contributions, without any stipulation of time frame of employment in the contract of employment.

## SPECIAL CONDITIONS APPLYING TO PERSONAL ACCIDENT INSURANCE

1. All certificate accounts receipts information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
2. On the happening of any Accident for which compensation is payable under this Sub Section the Insured shall immediately employ the services of a registered medical practitioner and undergo any treatment such practitioner shall deem necessary.
3. The Insured's employees as often as required shall submit to medical examination on behalf of the Company at its own expense.
4. The Company shall in the case of the death of the Insured's employee be entitled to have a postmortem examination at its own expenses.
5. No Assignee shall be entitled to any compensation under this Sub Section except that payable in respect of death. The Beneficiary when named in this Sub Section is at the request of the Insured but the Company shall not be bound to pay any compensation which may be due under this Sub Section to the Beneficiary unless the Beneficiary is also the Insured's employee personal legal representative.
6. The Insured Person shall not be less than sixteen (16) years of age nor more than seventy (70) years of age.
7. The aggregate of all percentage payable in respect of anyone accident shall not exceed 100% per Insured's employee and always subject to the total aggregate limit for all employees combined as stated in the Schedule. In the event of a total 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses of a lesser amount than 100% shall reduce the coverage accordingly by that said amount from the date of the accident to the expiry of the policy period.

## EXCEPTION APPLICABLE TO PERSONAL ACCIDENT INSURANCE

No payment will be made under this Section for death or bodily injury directly or indirectly consequent upon.

1. Any unlawful act of the Insured Person or his willful exposure to danger (other than in an attempt to save human life).
2. Any pre-existing physical or mental defect or infirmity, fits of any kind, disease or sickness of any kind.
3. HIV (Human Immunodeficiency Virus) and/ or any HIV related illness including AIDS and/ or any mutant derivatives thereof.
4. Medical or surgical treatment except where such treatment is rendered necessary in an attempt to save human life by bodily injury always subject to the limits as stated in the Schedule.
5. Suicide (whether felonious or not) or any attempt thereat or self-injury, pregnancy or childbirth, miscarriage or abortion, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a qualified medical practitioner, the committing or attempt to commit any unlawful act.
6. The Insured person flying or traveling in an aircraft otherwise than as fare paying passenger with a licensed carrier on a scheduled domestic or international route or on a duly licensed charter service.

7. The Insured person whilst engaging in:
  - (a) Water-skiing, underwater activities involving use of underwater breathing apparatus, mountaineering necessitating on ropes or guide, parachuting, hang-gliding, sky-diving, professional sports or games, martial arts, horse riding, wrestling, boxing, racing of any kind other than on foot.
  - (b) Use of woodworking machinery driven by medical power.
8. The Insured person engaging in regular or temporary civil defence, air force, naval, military or police duties.

## CLAUSE/ ENDORSEMENT/ EXTENSION APPLICABLE TO PERSONAL ACCIDENT INSURANCE

The following extensions are attached to the cover provided to the Insured person to the Personal Accident Sub Section of the Policy, always subject to the limits of cover per person and in the aggregate:

### STRIKE RIOT AND CIVIL COMMOTION

It is hereby declared and agreed that this Sub Section is extended to cover death or permanent disablement to the Insured arising from Riot, Strike and Civil Commotion caused directly by:

1. The act of any reason taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
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.

In the event of any claim hereunder the Insured/Insured Person(s) shall prove that such bodily injury arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default or such proof the Company shall not be liable to make any payment in respect of such claim.

Provided that in connection with this extension the Insured shall sustain bodily injury as defined by the Policy whilst an innocent bystander and not as a result of active participation in such riot or strike.

### AMATEUR SPORT

It is hereby declared and agreed that this Sub Section is extended to cover death or disablement arising whilst the Insured/Insured Person(s) is engaged in indoor or outdoor sports as an amateur except as stated under 7 of Exceptions Applicable to Personal Accident Insurance.

### FOOD POISONING

It is hereby declared and agreed that this Sub Section is extended to cover the insured against death or permanent disablement arising out of or resulting from accidental food poisoning or other similar misfortune with or without any sign of external or violent visible injury.

### DROWNING

It is hereby declared and agreed that this Sub Section is extended to cover the Insured against death or permanent disablement as herein defined arising out of resulting from drowning with or without any sign of external or violent visible injury.

### INSECT, SNAKE, VERMIN AND ANIMAL BITE

It is hereby declared and agree that this Sub Section is extended to cover death or permanent disablement to the Insured life arising from harmful insect, snake, vermin and animal bites excluding disease or illness caused by parasite, bacteria or viruses carried by insects such as mosquitoes and the like, snake or animal.

## NATURAL DISASTER

It is hereby declared and agreed that this Sub Section is extended to cover death or permanent disablement caused by earthquake, windstorm, flood, volcanic eruption, lightning, hurricane, cyclone, typhoon and tidal wave.

## MOTORCYCLE

It is hereby declared and agreed that this Sub Section extends to cover person insured whilst riding a motorcycle as a pillion for private or business purpose provided always that the Company shall not be liable for any claim arising out of racing, pace making or participation in any speed contest, reliability or other trials.

TABLE OF BENEFITS DESCRIPTION OF DISABLEMENT		COMPENSATION
A. ACCIDENTAL DEATH (Occurring within 12 Month of Bodily Injury)	)	100%
B. PERMANENT DISABLEMENT (Occurring within 12 Month of Bodily Injury resulting in:		
1) Total & Permanent Disablement from engaging in or attending to employment/occupations of any and every kind	)	100%
2) Total paralysis or permanently bedridden	)	100%
3) Loss of		
a) one hand or arm	)	100%
b) one foot or leg	)	100%
c) all sight in one or both eyes	)	100%
4) Loss of		
a) hearing in both ears	)	75%
b) hearing in one ear	)	15%
c) speech	)	50%
5) Loss of		
a) four fingers and thumb of one hand	)	50%
b) four fingers of one thumb	)	40%
6) Loss of Thumb		
a) both phalanges	)	25%
b) one phalanx	)	10%
7) Loss of index finger		
a) three phalanges	)	10%
b) two phalanges	)	8%
c) one phalanx	)	4%
8) Loss of middle finger		
a) three phalanges	)	6%
b) two phalanges	)	4%
c) one phalanx	)	2%
9) Loss of ring finger		
a) three phalanges	)	5%
b) two phalanges	)	4%
c) one phalanx	)	2%
10) Loss of little finger		
a) three phalanges	)	4%
b) two phalanges	)	3%
c) one phalanx	)	2%
11) Loss of toes		
a) all of one foot	)	15%
b) great, both phalanges	)	5%
c) great, one phalanx	)	2%
d) other than great, if more than one toe lost each	)	1%

ALLOCATION OF SUM INSURED OF BENEFITS

Permanent Total Loss of use of member shall be treated as loss of member. Where any permanent partial disablement not 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 advisors is not consistent with the provisions of the above and without regard to the Insured's occupation.

Permanent Total Disablement means absolute disablement from engaging in or giving attention to profession or occupation of any kind.

Loss of Eye means total and irrecoverable loss of all sight rendering the Insured absolutely blind in the eye beyond the remedy by surgical or other treatment.

## SECTION III

### MACHINES AND EQUIPMENT INSURANCE

#### COVER

The Company shall subject to the Terms, Conditions and Exceptions of this Sub Section, pay if the Property Insured shall be lost or damaged by fire (and perils as covered under Fire Insurance Sub Section), accidental damage or theft consequent upon violent and forcible entry into the Premises, the Company will by payment or at its option by reinstatement, replacement or repair indemnify the Insured against such loss or damage.

#### LIMIT OF INDEMNITY

The maximum liability of the Company in respect of any item shall not in any case exceed the Sum Insured specified against such item and that the maximum liability of the Company, during the Period of Insurance shall not in any case exceed the Total Sum Insured specified in the Schedule.

#### CONDITION APPLICABLE TO MACHINE AND EQUIPMENT INSURANCE

1. This Sub Section and 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 Sub Section or of the Schedule shall bear such specific meaning wherever it may appear.
2. The Insured shall take all reasonable precautions for the safety of the Property Insured and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this policy shall:
  - a) In the case of theft or loss give notice to police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Property.
  - b) In all cases give notice to the Company in writing and within seven days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty (30) days after occurrence of any event.

3. In the event of a claim for loss the Insured must afford such evidence as shall satisfy the Company that the Property in respect of which a claim is made has been actually lost and is not merely mislaid or missing.
4. The Insured shall not authorize the repair of the Equipment necessitated by damage for which the Company may be liable under this Policy without the written consent of the Company.
5. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits hereunder shall be forfeited.
6. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any Property lost and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any Property for the loss of which

a claim is paid hereunder and the Insured shall execute all such assignments and assurance of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.

7. If the property Insured by this insurance shall at the time of any loss be of greater value than the Sum Insured hereby, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of respective Sub Section shall be separately subject to this Condition.
8. The 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 terminate at the option of the Company by sending fourteen 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.

## **SEPCIAL CONDITIONS APPLICABLE TO MACHINE AND EQUIPMENT INSURANCE**

### **MARKET VALUE CLAUSE**

It is hereby agreed that in the event of a loss to the property insured herein, the limit indemnity shall be the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the Insured is required to bear under the Sub Section.

For the purposes of this clause, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for betterment, wear and tear and/ or depreciation.

In the event of a dispute, the market value of the insured property shall for the purpose of this clause be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the insured property damaged or lost as it was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized distributor for the insured property, the valuation shall be obtained from a Loss Adjuster licensed under the Insurance Act, 1996 and to be mutually appointed by both parties.

The valuation of the insured property by manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster licensed under the Insurance Act, 1996 shall be conclusive evidence in respect of the market value of the insured property in any legal proceeding against the Company.

Subject otherwise to the terms, conditions and exceptions of the Policy.

### **SPARE PART CLAUSE**

It is hereby understood and agreed notwithstanding anything contained to the contrary in this Sub Section that in the event of loss or damage to the property or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the property is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss damage the liability of the Company in respect of any such part shall be limited to:

- a)
  - (ii) the price quoted in the latest catalogue or price list by the Manufacturer or his Agents for the Country in which the property is held for repair or
  - (iii) if no such catalogue or price list exists the price last obtained from the Manufacturer plus the reasonable cost of transport other than by air to the country in which the property is held for repair and the amount of the relative import duty.

Less a reasonable amount representing depreciation and

- b) the reasonable cost of fitting such part.

Subject otherwise to the terms, conditions and limits of this Policy.

## EXCEPTIONS APPLICABLE TO MACHINE AND EQUIPMENT INSURANCE

This Company shall not liable for:

1. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
2. Conversion by the hirer or lessee and loss or damage caused by the willful or dishonest act of any person to whom the Property is entrusted.
3. Any legal liability incurred by the Insured whatsoever.
4. In respect of each and every claim the amount of Excess.
5. Loss of delay confiscation or detention by Custom House or by other Officials or Authorities.
6.
  - a) consequential loss
  - b) mechanical derangement breakdown failure
  - c) loss or damage caused by overloading or strain
  - d) loss or damage caused by overloading or strain
7. Loss or damage arising from
  - a. atmospheric conditions (other than lightning storm or tempest) rust discoloration corrosion wear and tear gradual deterioration.
  - b. any process of cleaning or restoring or from adjustment repair or dismantling of any part of the Property or loss of or damage to any part whilst removed from its normal working position.
8. Loss of or damage to records films or tapes other than by Fire or Theft (and then only for the value as unused material).
9. the scratching or denting of any article or cracking and/or breakage of glass and/or other articles of a brittle nature, unless caused by burglars and/or fire.
10. Any consequence whether direct or indirect war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection riot civil commotion military or usurped power and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or traceable to any of the said occurrence or any consequences thereof and in default of such proof the Company shall not liable to make any payment in respect of such a claim.
11.
  - a) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

- b) Any legal liability or whatsoever nature (directly or indirectly caused by or contributed to by or arising from ionizing 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 exclusion combustion shall include any self-sustaining process of nuclear fission).

12. 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 is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person 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 cause or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat".

13. 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.

CBT is defined in the Penal Code "as whoever, being in any manner entrusted with property, or with any dominion over property, or dishonestly uses or disposes of the 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- ha has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".

14. Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of 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), whether acting alone or on behalf of or in connection with any organization(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.

## **ENDORSEMENT VARIATIONS EXTENSIONS APPLICABLE TO MACHINES AND EQUIPMENT INSURANCE (NOT INCLUDED UNLESS SPECIFIED IN THE SCHEDULE)**

### **MORTGAGEE (CHARGE) CLAUSE**

Loss, if any, payable to mortgagee (Charge) as interest may appear and this insurance, as to the interest of the Mortgagee (Charge) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor by any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for the purposes more hazardous than are permitted by this Sub Section 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 Sub Section the Mortgagee (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) shall notify 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 (Charge) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Charge) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Sub Section shall be null and void.

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

## NON-CANCELLATION CLAUSE

And its further agreed that cancellation of this Sub Section shall not be affected by the insured except upon prior notification to the Mortgagee (Chargee) in writing given fourteen (14) days notice to the last known address of the Mortgagee (Chargee)

**N.B** When the interest is that of Chargee and Chargor the word in bracket is deemed to be inserted in place of Mortgagee and Mortgagor.

## HIRE PURCHASE ENDORSEMENT

It is hereby understood and agreed that the Hire Purchase Company (hereinafter referred to as "the owners") as stated in the Schedule are the owners of the Property and that the 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 is not made good by repair reinstatement or replacement) under this Sub Section shall be made to the Owners as long as they are owners of the Property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Sub Section is issued to the Insured as the principal party and not agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an 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 Sub Section, nothing herein shall be construed as creating or vesting any right in the Owners to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

## LEASING ENDORSEMENT

It is hereby understood and agreed that the Leasing Company \_\_\_\_\_ (hereinafter referred to as the lessors) are the owners of the property insured by item. \_\_\_\_\_ 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 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 Sub Section.

## PERSONAL ACCIDENT FOR FOREIGN WORKER INSURANCE (OFF-WORK HOURS)

### COVER

The Company shall subject to the Terms, Conditions and Exceptions of this Sub Section, pay to the Insured Person or his legal representative, in respect of personal injury sustained in an accident which occurs outside the working hours of the Insured Person.

### DEFINITIONS

Foreign workers as defined in Workmen Compensation act 1952 and any subsequent amendments to the said Act, Enactment and any subsidiary legislation made thereunder and made effective prior to the date of issue of the policy. In the event of accidental death or permanent total disablement occurring within 12 months of accident, claim will be made payable upon proof of payment from the Foreign Workers Compensation Scheme, always subject to the limits stated in the Schedule.

## SEPCIAL CONDITIONS APPLICABLE TO PERSONAL ACCIDENT FOR FOREIGN WORKER INSURANCE

1. This insurance shall not apply to an Insured Person who has attained the age of 65 years.
2. Notice in writing must be given to the Company any accident to an Insured Person which may give rise to a claim within ten (10) days of accident.

All report certificates and information required by the Company shall be furnished by the Insured. The Insured Person shall from time to time submit himself to medical examination at the expense of the Company as may required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured Person at the Company's expenses.

3. The onus of proof of payment from the Foreign Workmen Compensation Scheme lies on the Insured person or his beneficiary/ estate.
4. This Sub Section is not assignable and payment of any Benefit under this Sub Section shall only be made to the Insured Person or his beneficiary/ estate and whose receipt shall be a discharge to the Company.

## EXEPTIONS APPLICABLE TO PERSONAL ACCIDENT FOR FOREIGN WORKS INSURANCE

1. No payment will be made under this Sub Section for bodily injury consequent upon:
  - (a) Any lawful act of the Insured Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted or suicide or intentional self-injury
  - (b) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practioner, venereal disease, insanity, or AIDS.
  - (c) Pregnancy or childbirth, miscarriage or abortion.
  - (d) Rock climbing, mountaineering (which requires the use of ropes or guides) under water diving, parachuting, polo, steeple chasing, big game hunting or hunting other than on foot, racing af any kind other than on foot.
  - (e) Flying as a member of an aircrew or in any aircraft for the purposes of any trade or technical operation therein or thereon or air travel other than as a fare paying passenger in any properly certified or licensed power driven aircraft constructed to carry passengers
  - (f) Riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing.
  - (g) Works carried out in relation to the Insured Person's employment with the Insured.

## CONDITION APPLICABLE TO PERSONAL ACCIDENT FOR FOREIGN WORKS INSURANCE

### Period of Insurance

Period of Insurance shall mean the period specified in the schedule and during which the Insured Person is in immediate employment of the Insured BUT EXCLUDING the period when the Insured Person returns to his/her home country. Cover ceases from the time the Insured person leaves Malaysia and resumes upon his return to Malaysia.

## FIDELITY GUARANTEE INSURANCE

### COVER

The Company shall, after the Date of commencement of guarantee set against the Employee and subsequent for the Period of Insurance specified in the said, schedule, make good to the Insured any pecuniary loss not exceeding the Amount of Guarantee set against the Employee in the said Schedule as the Insured shall sustain through any act or acts of fraud or dishonestly.

### COMMITTED

- (a) during the period such employee is guaranteed and
- (b) during the uninterrupted service of such Employee in the capacity aforesaid

### AND DISCOVERED

- (a) during the period such Employee is guaranteed or

(b) within six months of the lapsing of this Sub Section

but not later than six months after the termination of such employment.

PROVIDED always that if this Sub Section of Guarantee shall continue in force for more than one period of insurance the liability of the Company hereunder shall not accumulated or increased thereby and the aggregate liability of the Company throughout the subsistence of this Guarantee in respect of anyone employee shall not exceed the Amount of Guarantee stated in the Schedule.

## CONDITIONS APPLICABLE TO FIDELITY GUARANTEE INSURANCE

This Sub Section & 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 Sub Section or of Schedule shall bear such specific meaning wherever it may appear: -

1. this Sub Section shall be void:
  - (a) if the precaution and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any Employee at any time shall not be duly observed, put in practice and maintained on the part of the Insured in accordance with the Employer's Form, statement and declaration(s); or
  - (b) if there be any change in the circumstances and conditions of the employment of any Employee without in every case the consent of the Company being signified by endorsement hereon.
2. On the discovery of any act or acts of fraud or dishonestly by an Employee or of reasonable cause for suspicion thereof the Insured shall give immediate notice thereof in writing to the Company stating the nature and extent of the loss in so far as can be ascertained and thereupon this Policy shall be absolutely void and of no effect so far as regards any subsequent act or acts of fraud or dishonestly committed by such Employee.
3. Every claim under this Sub Section shall be lodged with the Company within three calendar months after notice as aforesaid shall have been given to the Company and after the expiration of such three calendar months no claim shall be admitted by the Company under this Sub Section.
4. Full particulars and satisfactory proof of the loss (verified, if the Company shall so require, by Statutory Declaration) shall be given to the Company in the form and of the nature required by the Company before any liability shall attach to the Company for payment hereunder.
5. The Insured shall, if required by the Company, and as a condition precedent to the Company entertaining any claim under this Sub Section, forthwith take all necessary steps for prosecuting to conviction consequence of which a claim may be made hereunder, the Company the Insured in connection with such prosecution: AND the Insured shall also give to the Company all such information and assistance as may be reasonably required for maintaining any action against such Employee for reimbursing to the Company any monies which they may pay, or become liable to pay, under this Sub Section.
6. Any salary, commission or other emoluments which but for the act or acts of fraud or dishonestly on which the Claim shall be founded would have become payable by the Insured to such Employee or any other money which shall be due to such Employee from the Insured shall be deducted from the amount payable under this Sub Section.
7. The insured shall, when required by and at the expense of the Company, assign to the Company all claims and rights of action competent to the Insured against such Employee in respect of any loss sustained.

## CLAUSE/ ENDORSEMENT/ EXTENSIONS APPLICABLE TO FIDELITY GUARANTEE INSURANCE REINSTATEMENT OF LOSS CLAUSE

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

## ELECTRONIC EQUIPMENT INSURANCE

### COVER

The Company will indemnify the Insured on any items in the Schedule, against any unforeseen & sudden physical loss arising from accidental damage always subject to the Terms, Conditions and Exclusion of the Sub Section, occurring at the Insured's premise as mentioned in the Schedule, necessitating repair or replacement during the Period of Insurance.

### LIMIT OF INDEMNITY

The Company will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company option) up to an amount not exceeding in any one year of Insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

### CONDITIONS APPLICABLE TO ELECTRONIC EQUIPMENT INSURANCE (COMPUTER BREAKDOWN)

1. The due observance and fulfillment of the terms of this Sub Section in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The Schedule and the Sub Section shall be deemed to be incorporated in and form part of this policy and the expression "this Sub Section wherever used in this contract shall be read as including the Schedule and the Sub Section. Any word or expression to which specific meaning has been attached in any part of this Sub Section or of the Schedule shall bear the same meaning wherever it may appear.
3. The Insured shall at his own expense take reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
4.
  - (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 and 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 items and the scope cover and/or premium shall, if necessary, be adjusted accordingly.

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 Sub Section is confirmed in writing by the Company.

5. In the event of any occurrence which might give rise to a claim under this Sub Section, the Insured shall: -
  - (a) Immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
  - (b) Take all steps within his power to minimize the extent of the loss or damage;
  - (c) Preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
  - (d) Inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall on no account be liable for loss or damage of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repairs of or make good any minor damage, in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the Company does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured is entitled to proceed with the repair or replacement.

The liability of the Company under this Sub Section in respect of any insured items shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried out without the Company's consent.

6. 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 required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Sub Section) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Sub Section, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.
7.
  - (a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Company shall not be liable to make any payment hereunder.
  - (b) In the event of the Company disclaiming liability in respect of any claim and if an action of suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of General Condition 9 of this Policy) within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be months after forfeited.
8. If at any time any claim arises under this Sub Section there is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
9. This Sub Section may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short period rate for the time this Sub Section has been in force. This Sub Section may equally be terminated at the option of the Company by seven day's notice to that effect being given to the Insured, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Company may have incurred and less any long term discount on premiums granted.

## EXCEPTION APPLICABLE TO ELECTRONIC EQUIPMENT INSURANCE (COMPUTER BREAKDOWN)

The Company shall not be liable for:

- (a) Loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- (b) Loss or damage directly or indirectly caused by theft;
- (c) Loss or damage caused by any faults or defects existing at the time of commencement of this Sub Section within the knowledge of the Insured or his representative, whether such faults or defects were known to the Company or not;
- (d) Loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- (e) Loss or damage as a direct consequence of the continual influence of operation (e.g wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- (f) Any costs incurred in connection with the elimination of functional failure, unless such failure were caused by an indemnifiable loss of or damage to the Insured item;

- (g) Any costs incurred in connection with the maintenance of the Insured item, such exclusion also applying to parts exchanged in the course of such maintenance operations.
- (h) Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
- (i) Loss or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/ or maintenance agreement.
- (j) Consequential loss or liability of any kind or description.
- (k) Any willful act or willful negligence of the Insured or his representative.
- (l) Any item held in care, custody and control, on hire or reward on behalf of another.
- (m) Loss or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, object made of glass, porcelain or ceramic, sieves or fabrics or any operating media (e.g. lubrication oil, fuel, chemical)
- (n) Aesthetic defects, such as scratches on painted, polished or enameled surfaces.

In respect of the parts mentioned under (m) and (n) above, the Company shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss or damage to the insured items.

## PROVISION APPLICABLE TO ELECTRONIC EQUIPMENT INSURANCE (COMPUTER BREAKDOWN)

1. As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.
2. Any extra charges incurred for overtime, night work, work on public holidays or express freight shall not be covered by this insurance.
3. The costs of any alterations, additions, improvements or overhauls shall not be covered by this Sub Section.
4. The costs 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 repair expense.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS (SECTION I, SECTION II & SECTION III)

### 1. Misdescription

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 or any prudent insurer in determining if the risk should be accepted, with or without the intention to defraud the Company.

### 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.

### 3. Notice of 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 cancellation.

### 4. Claim Notification

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 30 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 particulars and account as may reasonably be 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 Insurance, 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 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.

## 5. Fraudulent Claim

If the claims 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 willful act, or with the connivance of the Insured; or, if the claim be made or 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 the Condition 10 of this Policy) within there (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

## 6. Reinstatement

The Company may at its option reinstate or replace the property damage or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers 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 elects to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as 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 building, 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.

## 7. 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

## 8. Contribution

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 liable to pay or contribute more its rateable proportion of such loss or damage.

## 9. Assignment

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, always subject to the respective prevailing assignment terms and conditions of the respective Sub Section of the Policy.

## 10. Arbitration

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, of whom one shall be appointed in writing by each parties within two (2) calendar months after having been required so to do in by other 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 Arbitrator, 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.

## 11. Company's Liability

In no case whatsoever 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 subject of pending action or arbitration.

## 12. Communication

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

## 13. Interpretation

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

## 14. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgement which are not in the first instance delivered by or obtained form a Court of competent jurisdiction within Malaysia, nor to orders obtained in the said Court for the enforcement of judgement made outside Malaysia whether by way or reciprocal agreement or otherwise.

## 15. Policy in Force

This Insurance shall cease to be in force if:

- (a) The Insured carry on any business at the Premise other than that stated in the Schedule
- (b) There be any other material change in the risk Insured under this Policy or any change in the facts stated in the Proposal
- (c) The Property shall pass from the Insured to any person otherwise than by will or operation of law unless the Insurers shall by endorsement of this Policy agree to continue the insurance.

## GENERAL EXCEPTIONS APPLICABLE TO ALL SECTIONS SECTION I, SECTION II & SECTION III

1. 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) or civil war.
  - (b) Mutiny, riot, civil commotion assuming the proportions of or amounting to a military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (c) Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or groups(s) of person, whether acting alone or on behalf of or in connection with any organization(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.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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 upon the Insured.

2. This insurance does not cover any liability for:

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

  - i. Pollution or contamination which itself results from a contamination which itself from a contingency hereby insured against.
  - ii. Any contingency hereby Insured against which itself results from pollution or contamination.

## GENERAL CLAUSE/ ENDORSEMENT APPLICABLE

### SECTION II AND SECTION III

DATE RECOGNITION ENDORSEMENT (CASUALTY/ LIABILITY CATEGORY AND MIXED PROPERTY/ CASUALTY/ LIABILITY CATEGORY)

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 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 instructions as a result or 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 common which has been programmed into any computer software being 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 of 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 for the Insured or by others to determine, rectify or test, any potential or actual failure, malfunction or inadequate describe in A above.
- D. It is further understood that the Company will not pay for any Consequential loss resulting from 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 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.

## **PREMIUM WARRANTY**

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company 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 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 authorized agent of 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 authorized to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy.

## IMPORTANT NOTICE

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 Financial Markets Ombudsman Service (FMOS) or approach Bank Negara Malaysia's BNMLINK 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. No.: +603 2268 3333 (General Line) or

**Contact information for all our brands can be found below:**

**Liberty Insurance Contact Channels**

Liberty Insurance Hotline: 1300 888 990  
Email: [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website: [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)

**Kurnia Insurans Contact Channels**

Kurnia Insurans Hotline: 1 800 88 3833  
Email: [customer@kurnia.com](mailto:customer@kurnia.com)  
Website: [www.kurnia.com](http://www.kurnia.com)

**AmAssurance Contact Channels**

AmAssurance Hotline: 1 800 88 6333  
Email: [customer@amassurance.com.my](mailto:customer@amassurance.com.my)  
Website: [www.amassurance.com.my](http://www.amassurance.com.my)

**b) Financial Markets Ombudsman Service (FMOS)**  
**(formerly known as Ombudsman for Financial Services)**

Company No: 200401025885  
General Line: +603 2272 2811  
Level 14, Main Block Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur  
Website: [www.fmos.org.my](http://www.fmos.org.my)

**c) BNMLINK**

**Bank Negara Malaysia**

4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn,

50480 Kuala Lumpur.

e-Link: [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

Website: [www.bnm.gov.my](http://www.bnm.gov.my)

3. Liberty General Insurance Berhad is a member of PIDM. 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](http://www.pidm.gov.my)).