



# Liberty --- Insurance®

## BizCare Legal Shield Insurance

### Terms & Conditions

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**Liberty General Insurance Berhad 197801007153 (44191-P)**  
*Formerly known as AmGeneral Insurance Berhad*

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

## BizCare Legal Shield Insurance

**WHEREAS** the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Liberty General Insurance Berhad Formerly known as AmGeneral Insurance Berhad** 197801007153 (44191-P) (hereinafter called "the Company") for the insurance hereinafter contained and in consideration of the payment by the Insured to the Company.

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

**THE COMPANY** will by payment or at its option by reinstatements or repair INDEMNIFY the insured against loss or damage as hereinafter provided it being agreed that the liability of the Company shall in no case exceed the Sum Insured or Limit of Liability expressed under the respective Section/Sections taken up by the Insured.

### COVERAGE SECTIONS:

Section	Coverage
1	Fire
2	Fire Consequential Loss
3	Limited All Risks
4	Burglary
5	Money
6	Plate Glass
7	Public Liability
8	Employer's Liability
9	Fidelity Guarantee
10	Group Personal Accident
11	Terrorism
12	Commercial Legal Expenses

Note: Section 1 and 12 are compulsory, remaining sections are optional. Cover provided with respect to sections 2 to 11 will be for the sections opted by the Insured and mentioned in the Policy Schedule.

### SECTION 1 – FIRE

**THE COMPANY AGREES** subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company will pay or make good to the Insured the actual value of the Property Insured at the time of the happening of its destruction or the actual amount of such damage.

**PROVIDED THAT** the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

**PROVIDED ALWAYS** that the due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### CONDITIONS

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. 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. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy shall be forfeited.
4. All insurance under this Policy
  - (i) on any building or part of any building,
  - (ii) on any property contained in any building,
  - (iii) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building,shall cease immediately upon any fall or displacement
  - (i) of such building or of any part thereof,
  - (ii) of the whole or any part of any range of buildings or of any structure of which such building forms part,

**PROVIDED** that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

**AND PROVIDED** that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

- 5 (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 8(f)] or by its undergoing any heating or drying process.
  - (c) Loss or damage occasioned by or through or in consequence of
    - (i) The burning of property by order of any public authority
    - (ii) Subterranean Fire
  - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (2) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by 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 5(2) only combustion shall include any self-sustaining process of nuclear fission.

6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
- (a) Earthquake, volcanic eruption or other convulsion of nature.
  - (b) Typhoon, hurricane, tornado, cyclone, or other atmospheric disturbance.
  - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (e) Any act of terrorism
- For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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 be upon the Insured.

7. This insurance does not cover any liability for:  
Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
- (i) Pollution or contamination which itself results from a contingency hereby insured against.
  - (ii) Any contingency hereby insured against which itself results from pollution or contamination.
8. Unless otherwise expressly stated in the Policy this Insurance does not cover:
- (a) Goods held in trust or on commission.
  - (b) Bullion or unset precious stones.
  - (c) Any curiosity or work of art for an amount exceeding RM500/-.
  - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
  - (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records.
  - (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
  - (g) Explosives.
  - (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
  - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush,alang, prairie, pampas or jungle, and the cleaning of lands by fire.
9. 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 passes 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.

10. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.
11. 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. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.
12. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within fifteen (15) days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
  - (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - (b) Particulars of all other Insurances, if any.

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

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

13. The insurance under this policy extends to include:
  - (a) Wages of the Insured's employees other than full-time members of a Works Fire Brigade.
  - (b) The cost of replacement of firefighting appliances and destruction of or damage to materials (including Employees' clothing and personal effects) unless otherwise specifically insured.
  - (c) Fire Brigade charges.

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

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

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

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

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

15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 22 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.
16. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or 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 elect 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 may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be

liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

17. In the event of a loss to the property insured (other than stock and building item) herein, the Company shall pay the insured value or the market value of the insured property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the policy. For the purpose of this condition, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent authorized broker, 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 Financial Services Act 2013 or Registered Valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster licensed under the Financial Services Act 2013 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.

18. The Insured shall, at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
19. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
20. 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 Policy shall be separately subject to this Condition.
21. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the Insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.
22. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall be 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.
23. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
24. Every notice and other communication to the Company required by these Conditions must be written or printed.
25. This Policy and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the said Schedule shall bear such meaning wherever it may appear.

## **SPECIAL EXTENSIONS**

### **1. TRACE AND ACCESS**

The Company will pay for the necessary and reasonable cost that you incur in finding and making good the source of damage in the premises provided the policy is extended to cover loss or damage caused by Bursting or Overflowing of Water Tanks Apparatus Or Pipes and a valid claim is payable therefrom.

The amount payable under this extension shall not exceed 10% of the sum insured or maximum RM10,000 for the period of insurance.

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

### **2. CLAIMS PREPARATION CLAUSE**

This Insurance is extended to cover costs and expenses reasonably incurred by the Insured following loss or damage to the property insured to extract and compile information required by the Company from the insured's own records for the purpose of preparing a claim

under the policy but excluding legal, investigation and research fees or expenses incurred for the purpose of contesting any issue over the Company's liability under the Policy.

Provided always that no amount shall be recoverable under this endorsement if subsequent to the incurring of any expenses, the Company shall deny liability for any claim in respect of which the fees or expenses have been incurred, with or without the consent of the Company.

The amount payable under this extension shall not exceed 10% of the sum insured or maximum RM20,000 for the period of insurance.

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

**3. SEASONAL AUTO INCREASE IN STOCK**

It is hereby declared and agreed that if at any time during the period of insurance the value of stock exceeds the sum insured on stock item mentioned in the policy, the sum insured hereby is automatically increased to cover that additional amount, it being understood that the Insured undertakes to advise the Insurer(s) within 30 days of such increase and pay the additional premium thereon, but the Insurer's additional liability shall be limited to 20% of the Total Sum Insured on stock declared at each respective location(s). For the avoidance of doubt, the Insurer has the right to set off any such additional premium against the amount payable to the Insured.

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

**4. TEMPORARY PROTECTION COSTS CLAUSE**

It is hereby understood and agreed, that the insurance under this Policy extends to cover the cost of temporary protection reasonably and necessarily incurred, for the safety and protection of the insured property following loss, damage or destruction.

Provided always that no amount shall be recoverable under this endorsement if subsequent to the incurring of any cost of temporary protection, the Company shall deny liability for any claim in respect of which the costs have been incurred, with or without the consent of the Company.

The amount payable under this extension shall not exceed 10% of the sum insured or maximum RM20,000 for the period of insurance.

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

**WARRANTIES (NOT INCLUDED UNLESS SPECIFIED IN THE SCHEDULE)**

**RESTRICTION OF MERCHANDISE WARRANTY**

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

**RESTRICTION OF MERCHANDISE WARRANTY (Club/School/Office)**

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office.

**RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)**

Warranted that during the currency of this Policy not more than 10% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

**RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)**

Warranted that during the currency of this Policy not more than 20% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

**RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)**

Warranted that during the currency of this Policy not more than 50% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.

**DETACHED BUILDING WARRANTY**

Warranted that during the currency of this Policy the building (containing the property)\* insured by (Item No.....of)\* this Policy is detached by at least #.....metres/feet on all sides from any other building (excluding small outhouses).

\* required for insertion in the case of contents policies

# insert distance required by the appropriate Tariff Classification.

**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 below 93°C (200°F)	3600 Litres (800 gallons)
(ii)	All liquids including petrol giving off flammable vapour with flashpoint below 38°C (100°F)	900 Litres (200 gallons)
(iii)	Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials such as silane, sulphur, etc. and active materials such as magnesium sodium, etc.	30kg or 4 cases or cartons whichever is higher

**STORAGE OF HAZARDOUS GOODS WARRANTY B**

Warranted that during the currency of this Policy, the storage of goods and quantity of goods stored in or upon the within mentioned premises are in compliance with the Regulations and Laws of Malaysia.

**RESTRICTION OF SPRAY PAINTING / POWDER SPRAYING WARRANTY**

Warranted that during the currency of this Policy no spray painting/powder spraying or any process in connection therewith be carried on in the premises described herein.

**STORAGE OF PETROL WARRANTY**

Warranted that during the currency of this Policy the storage of Petrol be in accordance with the Government Regulations.

**PRINTING PROCESS WARRANTY**

Warranted that during the currency of this Policy no printing or any process in connection therewith be carried on in the premises described herein.

**MOTOR VEHICLE REPAIRS WARRANTY**

Warranted that during the currency of this Policy no repair work of any kind on motor vehicles and agricultural implements be carried on in the premises described herein.

**VACANT RISK WARRANTY**

Warranted that at no time during the currency of this Policy shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.

It is further warranted that all doors, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorised person or persons.

**FUEL STORAGE TANKS INSTALLATIONS WARRANTY**

Warranted that during the currency of this Policy the Fuel Storage Tank Installations comply with the following regulations:

- a) Tanks must be of steel and placed at least 2 feet below the surface of the ground and must be filled only from the open through oil-tight pipes fitted with screwed caps or valves.
- b) Motor vehicles must stand in the open when their tanks are being filled.
- c) No artificial light other than electric light may be used near tanks or pumps.

**Note:** The filling of tanks under balconies or verandahs is not to be considered as non-compliance with (a) and (b) above.

**STORAGE TANK INSTALLATIONS WARRANTY**

Warranted that during the currency of this Policy no mineral or rock oils or liquid products or mixtures thereof giving off an inflammable vapour below 150 F (closed cup test) shall be stored or deposited in, or within 50 feet of any tank, barrels, tins or drums insured or the contents of which are insured hereby.

**CURING BARN (SOURCE OF FUEL) WARRANTY**

Warranted that during the currency of this Policy the furnaces and/or stoves of the curing barns are fired by gas, oil and/or electricity.

**MANUFACTURE AND STORAGE OF PAINTS, ETC. WARRANTY**

Warranted that during the currency of this Policy no manufacturing or storage of oil paints, enamels, lacquers, varnishes, varnish stains, cellulose paints or paint thinners, removers or renovators be carried on within the insured premises.

**REGULAR INSPECTIONS WARRANTY**

Warranted that during the currency of this Policy the premises be inspected at the end of each day for smouldering matches, tobacco or other materials and signed reports made thereon by the employee(s) responsible for such inspection. The reports to be examined at least once each week by the Management.

**LIQUIFIED PETROLEUM GASES WARRANTY**

Warranted that during the currency of this Policy, relevant government regulations dealing with storage or use of liquefied petroleum gases shall be complied with at all times.

**SPRAY PAINTING WARRANTY****(I) Spray Painting Warranty (A)**

Warranted that during the currency of this Policy in the part of the premises used for spray painting\*:-

- (a) No cleaning off, mixing, spray painting\*, or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequately ventilated to the open by means of an exhaust fan or fans with sufficient fresh air inlets located near floor level, and that not more than one day's supply of paint, lacquer, solvent, diluent, or thinner be deposited therein.  
  
Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.
- (b) All paints, lacquer, petrol, solvents, diluents, and thinners, be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports of incombustible material, any communication having a closely fitting door or hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) No artificial lighting, other than explosion-proof or flame-proof electric lights, be used.
- (e) All places where dry deposit can accumulate will be cleaned every week with stiff fiber or nonferrous metal brushes or scrapers and the residue placed in water.

## **(II) Spray Painting Warranty (B)**

In consideration of the payment of an additional premium, it is hereby agreed that spray painting\* is allowed to be carried on in the premises described herein.

## **POWDER SPRAYING WARRANTY**

### **(I) Powder Spraying Warranty (A)**

Warranted that during the currency of this policy in the part of the premises used for powder spraying:-

- (a) No cleaning off, mixing, powder spraying or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and an adequate means of ventilation/pneumatic extraction system should be provided.  
  
Compartments should be constructed of brick and/or cement concrete having floor and roof. Any support should be of incombustible material and any communication be fitted with door(s) of hardwood or incombustible material.
- (b) All electrical lightings and fittings in the powder spraying compartment should be of explosion/flame proof types and no artificial lightings and other spark producing equipment's should be used in the compartment.
- (c) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrappers and the residue placed in water.

### **(II) Powder Spraying Warranty (B)**

In consideration of the payment of an additional premium, it is hereby agreed that powder spraying is allowed to be carried on in the premises described herein.

## **SILENT RISK WARRANTY**

Warranted that during the currency of this policy the said industrial risk be silent and that the machinery be not worked (except occasionally for the purpose of keeping it in order, no material being passed through it) and that no repairs to machinery or millwrights' work, be carried on.

It is further warranted that the insured premises not be used for the storage or deposit of goods.

## **FIRE EXTINGUISHING APPLIANCES (NOT INCLUDED UNLESS SPECIFIED IN THE SCHEDULE)**

### **FEA Warranty for Portable Fire Extinguishers**

The insured hereby warrants that during the currency of this policy the provisions laid out under General Requirements I and Maintenance Requirements I for Portable Fire Extinguishers are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

#### General requirements I for Portable Fire Extinguishers

- (1) Portable fire extinguishers to be installed complying with UBBL, MS1539 or any other equivalent Standards/Rules approved by the fire authority.
- (2) The combined A rating of all portable fire extinguishers on each storey/floor must not be less than  $0.065 \times$  area of floor (square metre) of the storey/floor with an absolute minimum of 26A supplied by 2 portable fire extinguishers.  
  
This minimum may be reduced to 13A from one portable fire extinguisher for upper floors with areas less than or equal to 100 square metres in single-occupancy buildings.
- (3) For area where Carbon Dioxide extinguishers are more suitable, such as in electrical rooms, the equivalent A rating required of the room should be calculated based on (2). As a guide, 2kg of Carbon Dioxide is equivalent to 1kg of dry powder.
- (4) Portable fire extinguishers must be maintained in a fully charged and operating condition, and kept at their designated locations at all times when they are not being used.
- (5) Portable fire extinguishers must be located in such a way that they are readily accessible in the event of a fire. They should preferably be located along normal paths of travel including exits from an area.
- (6) Portable fire extinguishers must not be obstructed or obscured from view. Where visual obstruction cannot be completely avoided, means must be provided to indicate the location of the extinguishers.
- (7) Portable fire extinguishers may installed on hangers/brackets, mounted in cabinets, or set on shelves unless the extinguishers are of the wheeled type. Cabinets housing extinguishers must not be locked. Where extinguishers are subjected to malicious use, locked cabinets with emergency access may be used.
- (8) Each portable fire extinguisher must be securely attached with a valid certificate from the fire authority.

#### Maintenance Requirements I for Portable Fire Extinguishers

Portable fire extinguishers must be inspected weekly to ensure that they comply with General Requirements I for portable fire extinguishers.

The portable fire extinguishers must be serviced at least once a year.

Records must be kept of all tests and inspections carried out, any faults discovered and details of all replacement fitted.

### **FEA Warranty for Hydraulic Hose Reels and Internal Hydrants with small bore hose**

The insured hereby warrants that during the currency of this policy the provisions laid out under General requirements II and Maintenance requirements II are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.



#### General requirements II for Hydraulic Hose Reels and Internal Hydrants with small bore hose

- (1) The hydraulic hose reels and/or internal hydrants must be sited in prominent and easily accessible positions at each floor level in such a way that no part of the floor is more than 6 metres (20 feet) from a hose nozzle when the hose is fully extended.
- (2) The flow rate at the most hydraulically remote hose reel or internal hydrant must not be less than 24 litres (5 gallons) of water per minute through a nozzle and capable of achieving a water throw of not less than 6 metres (20 feet).
- (3) The hoses for hydraulic hose reels must be of reinforced rubber and that for internal hydrants must be rubber lined. The hoses must not be less than 19.05 mm (0.75 inch) nor more than 31.75 mm (1.25 inch) internal diameter.
- (4) The hoses must not exceed 45 metres (148 feet) in length.
- (5) The hydraulic hose reels and/or internal hydrants must be permanently connected to a constant water supply.
- (6) Where the hydraulic hose reel and/or internal hydrant system is connected to a suction tank, the tank must be constantly filled with water. The minimum capacity of the tank must be 3,600 litres (800 gallons).
- (7) Where stationary pumps are provided the pumps must be capable of discharging at a rate of not less than 90.92 litres per minute (20 gallons per minute).
- (8) Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- (9) Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
- (10) There must be kept on hand at all times sufficient fuel to run the pumps at full load for not less than four (4) hours and power must always be available for each stationary pump.

#### Maintenance requirements II for Hydraulic Hose Reels and Internal Hydrants with small bore hose

##### **Weekly**

The hose reels and/or internal hydrants must be inspected to ensure that they are not obstructed, remain usable and readily accessible at all times.

The pumps must be tested for automatic and manual starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

##### **Every six months**

The hose reels and/or internal hydrants must be inspected to ensure that the inlet valves, hoses and shut-off nozzles are free from leaks and in good condition and also to ensure that the outlet of the nozzles are not choked.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure it is clean.

The pumps and their associated mechanical equipment must be thoroughly checked to ensure that they are in good operating condition.

##### **Annually**

The hose must be completely run out and subjected to operational water pressure to ensure that the hose is in good condition. A flow test must be carried out to ensure that a discharge of at least 24 litres per minute (5 gallons per minute) is achieved. If it is not possible to test every hose reel and/or internal hydrant, at least the hose reel and/or internal hydrant at the hydraulically most remote point in the system must be tested.

#### **FEA Warranty III for Internal Hydrants with water supply fed by public mains**

##### **FEA Warranty III for Internal Hydrants with independent water supply**

The insured hereby warrants that during the currency of this policy the provisions laid out under General Requirements III and Maintenance Requirements III are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

#### General requirements III for Internal Hydrants

Internal hydrants constitute hydrants installed inside buildings of not more than 30.5 metres (100 feet) above fire appliance access level (usually ground level).

- (1) The internal hydrants must be positioned in such a way that no portion of the building floor is more than 15 metres (50 feet) from a hose nozzle when the hose is fully extended.
- (2) The internal hydrant system can be fed from an independent water supply having a minimum capacity of 54,552 litres (12,000 gallons) of water with manual or automatic pumps complying with General requirements VIII(9) or permanently connected to an adequate constant supply of water from the public mains.
- (3) The internal hydrant mains and hose for use in connection therewith must have a clear waterway of at least 63.5 mm (2½ inch) diameter.
- (4) Every internal hydrant must be provided with a canvas / rubberized hose of at least 30 metres (100 feet) length and a nozzle permanently connected to the internal hydrant or kept under cover in a convenient place nearby the internal hydrant.
- (5) The internal hydrants must be protected against mechanical impact damage.

- (6) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the system.

#### Maintenance requirements III for Internal Hydrants

##### **Weekly**

The internal hydrants must be inspected to ensure that they are not obstructed, remain usable and readily accessible at all times.

All pumps must be tested for manual starting. In case of automatic pumps, these must be tested for automatic starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

##### **Every six months**

The hydrant valves, isolation valves and fire boxes must be inspected to ensure that these are in good condition.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

##### **Annually**

Flow and pressure tests at the most remote internal hydrant must be carried out and test results recorded. Any significant deterioration in the flow and pressure of the internal hydrant system must be promptly rectified. The hydrant valve handwheels, glands, washers and indicator plates must be checked to ensure that these are in good condition.

#### **FEA Warranty IV for Dry Riser**

The insured hereby warrants that during the currency of this policy the provisions laid out under General Requirements IV and Maintenance Requirements IV are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

#### General requirements IV - Dry Riser

- (1) The dry riser must not be less than 100 mm (4 inch) in diameter in buildings in which the highest outlet is 23 metres (75 feet) or less above the fire brigade pumping inlet and not less than 150 mm (6 inch) diameter where the highest outlet is higher than 23 metres (75 feet) above the pumping inlet.
- (2) 100 mm (4 inch) diameter dry risers shall be equipped with a two way pumping inlet and 150 mm (6 inch) dry risers shall be equipped with a four way pumping inlet.
- (3) The dry riser landing valves must be provided inside the building at each level above the ground level.
- (4) The dry riser landing valves outlets must be at least 63.5 mm (2½ inch) diameter.
- (5) Each dry riser landing valve shall comprise at least 30 metres (100 feet) of canvas hose, 1 nozzle and 1 coupling kept under cover in a convenient place.

#### Maintenance requirements IV

##### **Weekly**

The dry riser landing valves and breeching inlets must be inspected to ensure that they are not obstructed and remain accessible at all times.

##### **Every six months**

The dry riser breeching inlets, landing valves, canvas hoses, nozzles, couplings and drain valves including the glands and washers, landing valve boxes, locking arrangement to the inlet must be inspected to ensure that they are in good condition.

##### **Annually**

A wet test must be carried out using the top most landing valve of the dry riser. Any leak in the dry riser system must be promptly rectified.

#### **FEA Warranty V for Wet Riser**

The insured hereby warrants that during the currency of this policy the provisions laid out under General requirements V and Maintenance requirements V are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

#### General requirements V - Wet Riser

- (1) The wet riser landing valves must be provided inside the building at each level above the ground level.
- (2) The number and disposition of the wet riser landing valves must be such that one is provided for every 900 square metre (9,700 square feet), or any part thereof, of the floor area at each level other than the ground floor.
- (3) Wet risers must have a clear waterway of at least 150 mm (6 inch) diameter and the outlet must be at least 63.5 mm (2½ inch) in diameter.
- (4) Each wet riser landing valve shall comprise at least 30 metres (100 feet) of canvas hose, 1 nozzle and 1 coupling kept under cover in a convenient place.
- (5) The wet riser system must be provided with supply of water from tank having a minimum capacity of 54,552 litres (12,000 gallons).

- (6) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the system.
- (7) Each pump connected to the wet riser system must be capable of discharging at a rate of not less than 1,500 litres per minute (330 gallons per minute) of water.
- (8) Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- (9) Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
- (10) There must be kept on hand at all times sufficient fuel to run all the pumps at full load for not less than 4 hours and power must always be available for each pump.

#### Maintenance requirements V - Wet Riser

##### **Weekly**

The wet riser landing valves, drain valves and breeching inlets must be inspected to ensure that they are not obstructed and remain accessible at all times.

The wet riser pumps must be tested for automatic and manual starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

##### **Every six months**

The wet riser landing valves, drain valves, canvas hoses, nozzles, couplings and isolation valves including the glands and washers, breeching inlets, locking arrangements to the inlet and landing valve boxes must be inspected to ensure that they are in good condition.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

The booster pumps and their associated mechanical and electrical equipment must be thoroughly checked to ensure that they are in good operating condition.

##### **Annually**

A wet test to determine the static and running pressure of the top most landing valve of the wet riser must be carried out and test result recorded. Any significant deterioration in the pressure of the wet riser system must be promptly rectified. During the test, the system must be inspected for leaks

#### **FEA Warranty VI for Automatic Fire Alarm and Detection Systems**

The insured hereby warrants that there is an automatic fire alarm installation for the detection of fires in the premises and that during the currency of this policy such installation shall comply with all the general and maintenance requirements VI; in consideration of which an allowance on the premium is made to the insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with fully.

#### General requirements VI - Automatic Fire Alarm and Detection Systems

- (1) The spacing of the detectors shall be as follows:
  - a. For open areas, the horizontal distance from any point in the area to the detector nearest to that point should not exceed 5.3 metres (17 feet) for heat detectors or 7.5 metres (25 feet) for smoke detectors. For line or beam detectors, the distance should be taken as the distance to the nearest point on the line or beam.
  - b. In corridors less than 5 metres (16 feet) wide, the horizontal distance given in (1)a above may be increased by half the difference between 5 metres (16 feet) and the width of the corridor, e.g. in a corridor of 3 metres (10 feet) wide the distance may be increased by 1 metre (3 feet). A corridor wider than 5 metres (16 feet) should be treated as an open area as in (1)a above.
- (2) The detectors must be connected to a central fire control panel which in turn, must be linked directly to a Fire Services Department (BOMBA) station or alternatively the central fire control panel may be connected to a remote central monitoring station which must be directly linked to a BOMBA station. Under both circumstances the Insured must obtain a certification from the BOMBA or the remote central monitoring station certifying that their automatic fire alarm system is so connected.
- (3) The central fire control panel must be manned 24 hours a day. If the central fire control panel is connected to the BOMBA station via a remote central monitoring station, the remote central monitoring station must also be manned 24 hours a day and the Insured must obtain a certification to this effect.
- (4) The detectors and central fire control panel must be maintained in proper working order.
- (5) The detector head must be of the types approved by the Standard & Industrial Research Institute of Malaysia (SIRIM).

#### Maintenance requirements VI - Automatic Fire Alarm and Detection Systems

Inspections must be carried out by a competent person weekly to ensure that:

- a. the detectors are not obstructed or painted over so as to prevent normal operation ;
- b. no obstruction is placed within 0.3 metre (1 foot) horizontally or 0.6 metre (2 feet) below a detector head; and
- c. the detectors are protected against mechanical impact damage.

The central fire control panel must be inspected to ensure maintenance in good condition and all bulbs tested weekly to be in proper working order.

Selected heat and smoke detectors must be tested monthly to ensure they are in proper working order.

Records must be kept of all tests and inspections carried out, any faults discovered and details of all replacement fitted.

#### **FEA Warranty VII for Mobile Power-Driven Fire Pumps**

The insured hereby warrants that during the currency of this policy the provision laid out under General Requirements VII and Maintenance Requirements VII are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this Policy unless the terms of this warranty are complied with.

##### General requirements VII - Mobile Power-Driven Fire Pumps

- (1) The mobile pumps and associated equipment must always be available on the premises.
- (2) Mobile pumps must be capable of discharging water at a rate of not less than 900 litres per minute (200 gallons per minute) in aggregate.
- (3) Each mobile pump must be capable of discharging water at a rate of not less than 450 litres per minute (100 gallons per minute) to the highest point of the protected premises and must be provided with a full complement of hoses and nozzles, and adequate constant supply of water.
- (4) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the appliances.
- (5) Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- (6) There must be kept on hand at all times sufficient fuel to run the pumps at full load for not less than 4 hours.
- (7) The use of the mobile pumps must be restricted to fire extinguishment and fire fighting training only.

##### Maintenance requirements VII - Mobile Power-Driven Fire Pumps

###### **Weekly**

All pumps must be tested for manual starting. They must be run for the recommended period to reach maximum operating temperatures, in any case, not less than 5 minutes when tested.

Power supplies, batteries and battery charges must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant must be inspected and topped up if necessary.

###### **Every six months**

Where water is obtained from a water storage tank, the tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

#### **FEA Warranty VIII for External Hydrants with water supply fed by public mains**

#### **FEA Warranty VIII for External Hydrants with independent water supply and manual stationary pumps**

#### **FEA Warranty VIII for External Hydrants with independent water supply and automatic pumps**

The insured hereby warrants that during the currency of this policy the provisions laid out under General requirements VIII and Maintenance requirements VIII are complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

##### General requirements VIII - External Hydrants

- (1) External hydrants must be positioned not more than 23 metres (75 feet) away from the external wall of the building.
- (2) There must be at least one hydrant for every 76 metres (250 feet) of external wall measurement of the building.
- (3) There must be at least one opening for every 76 metres (250 feet) of external wall measurement of the building for purpose of fire fighting.
- (4) The external hydrant system can be fed from an independent water supply having a minimum capacity of 54,552 litres (12,000 gallons) of water with manual or automatic pumps complying with General requirements VIII(9) or permanently connected to an adequate constant supply of water from the public mains.
- (5) The hydrant mains and hose for use in connection therewith must have a clear waterway of at least 63.5 mm (2½ inch) diameter.
- (6) Every hydrant must be provided with at least 1 canvas/rubberized hose of at least 30 metres (100 feet) length, 1 nozzle and 1 coupling kept under cover in a convenient place. However, there must be a minimum of 4 hoses of 30 metres (100 feet) length each, 2 nozzles and 2 couplings for each protected premises.
- (7) The hydrants must be protected against mechanical impact damage.
- (8) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the system.
- (9) Requirements for hydrant pumps
  - a. Each pump connected to the hydrant system must be capable of discharging at a rate of not less than 900 litres per minute (200 gallons per minute) of water.

- b. Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- c. Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
- d. There must be kept on hand at all times sufficient fuel to run all the pumps at full load for not less than 4 hours and power must always be available for each pump.

#### Maintenance requirements VIII

##### **Weekly**

The hydrants must be inspected to ensure that they are not obstructed by parking of vehicles, loading, unloading or storage of goods and remain accessible at all times.

All pumps must be tested for manual starting. In the case of automatic pumps, these must be tested for automatic starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

##### **Every six months**

The hydrant valves, isolation valves, fire boxes and associated equipment must be inspected to ensure that these are in good condition.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

##### **Annually**

Flow and pressure tests of all the external hydrants must be carried out and test results recorded. Any significant deterioration in the flow and pressure of the hydrant system must be promptly rectified.

The hydrant valve handwheels, glands, washers, pits, frames, covers and indicator plates must be checked to ensure that these are in good condition. On completion pits must be left empty and clean.

#### **FEA Warranty IX for Trained Private Fire Brigade**

The insured hereby warrants that during the currency of this policy the provisions laid out under General Requirements IX are fully complied with; in consideration of which an allowance on the premium is made to the Insured. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

##### General requirements IX - Trained Private Fire Brigade

- (1) A trained Private Fire Brigade must comprise not less than six (6) persons available in every shift.
- (2) "Trained" is defined as having undergone a fire fighting course which provides training in the usage of the fire fighting facilities provided in the premises.
- (3) The Private Fire Brigade must carry out fire fighting drills at least once in 6 months utilising the fire fighting facilities provided in the premises.

#### **FEA Warranty X with whole of the appliances are under the control of the Insured**

The Insured hereby warrants that there is in the aforesaid ..... an approved automatic sprinkler installation complying with Maintenance requirements IX and internal appliances according to General requirements I (Portable Extinguishers and/or Buckets) for the extinction of fires and that during the currency of this policy such installation shall be kept in proper working order and the pumpsets are put on automatic mode at all times. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

In consideration of the above warranty and subject to periodic reports as prescribed in the duly authorised form as to the efficiency of the installation an allowance on the premium is made to the Insured.

#### **FEA Warranty XI with the appliances are not wholly under the control of the Insured**

The Insured hereby warrants that there is in the aforesaid ..... an approved automatic sprinkler installation complying with Maintenance requirements IX and internal appliances according to General requirements I (Portable Extinguishers and/or Buckets) for the extinction of fires and that during the currency of this policy such installation under his/their control shall be kept in proper working order. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

In consideration of the above warranty and subject to periodic reports as prescribed by the Association in the duly authorised form as to the efficiency of the installation being supplied by the Insured for approval by the Company an allowance on the premium is made to the Insured.

#### Maintenance requirements IX

The sprinkler system must be maintained and tested weekly in accordance with the PIAM Automatic Sprinkler Installation Weekly Test Card as outlined below :-

- 1. Inspection must be carried out by a designated personnel to ensure that:
  - the sprinkler heads are free from paint, white wash or other coating.
  - the sprinkler heads are not obstructed by storage of goods etc. and sufficient clearance must be maintained below sprinkler heads.

- the sprinkler water storage tank is clean without debris inside, the water level indicators and ball valve are in good condition and the water level is adequate.
  - all the control valves in the sprinkler system are secured in their appropriate position.
  - power supplies, batteries and battery chargers are in good condition and the battery water level topped up if necessary.
  - fuel, oil and coolant levels topped up if necessary.
2. The pumps must be tested for manual starting and automatic starting. The pumps must be run for the recommended period to reach maximum operating temperature.
  3. The turbine alarm (alarm gong) and electric alarm (transmitted direct to Fire Station) must be tested to ensure that these are in good working condition.

In addition to the above weekly maintenance procedures, a flow test must be carried out on a monthly basis to ensure that the sprinkler system is capable of providing sufficient flow and pressure at the highest and most remote parts of the protected premises.

#### **24-Hours Security Guard Warranty**

Warranted that during the currency of this policy, the premises shall be protected by security guards who are:

- a) in uniform;
- b) on continuous 24 hours duty, including public holidays; and
- c) with a minimum of one guard per shift on duty at any time.

No liability shall attach to the company under this policy unless the terms of this warranty are complied with.

#### **CLAUSES AND ENDORSEMENTS (not included unless specified in the schedule)**

##### **AIRCRAFT DAMAGE ENDORSEMENT**

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

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

##### **Special Conditions**

1. The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
2. This insurance does not cover any loss of 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.

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

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

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

Subject otherwise to the terms and conditions of the policy.

##### **STORM, TEMPEST ENDORSEMENT**

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

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

##### **Excess Clause**

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

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

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

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

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

## Special Conditions

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the Insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
2. This endorsement does not extend the insurance under this Policy to cover:
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this endorsement does not cover:
  - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
  - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the Policy.

## FLOOD ENDORSEMENT

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

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

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

## Excess Clause

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

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

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

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

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

## Special Conditions

1. This endorsement does not extend the insurance under this Policy to cover:
  - (a) Consequential loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
3. Unless specifically and separately insured this endorsement does not cover Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.

## **EXPLOSION ENDORSEMENT**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under (Item(s) as specified in the schedule of) this policy shall, subject to the Special Conditions hereinafter contained, extend to include:

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

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

### **Special Conditions**

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

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

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

2. If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

## **IMPACT DAMAGE ENDORSEMENT**

### **Impact Damage Excluding Insured's Own Vehicles**

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

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

Subject otherwise to the terms and conditions of the policy.

### **Impact Damage Including Insured's Own Vehicles**

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

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

Subject otherwise to the terms and conditions of the policy.

## **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 Policy shall extend to include loss or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings insured or containing the property insured excluding:

- (a) loss or damage caused whilst the premises are untenanted.
- (b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) the first RM1000.00\*\* of each and every loss at each separate premises, as ascertained after the application of average, or the Company's ratable proportion of that amount.

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

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



**Special Conditions**

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

Subject otherwise to the terms and conditions of the policy.

**ELECTRICAL INSTALLATIONS ENDORSEMENT ELECTRICAL INSTALLATION 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 damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the policy.

**ELECTRICAL INSTALLATIONS ENDORSEMENT ELECTRICAL INSTALLATION CLAUSE (B)**

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

Subject otherwise to the terms and conditions of the policy.

**BUSH / LALANG FIRE ENDORSEMENT**

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

Subject otherwise to the terms and conditions of the policy.

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

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

- (a) Loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates, or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- (b) Loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (c) Loss or damage occasioned by happening through, or in consequence of;
  - Coastal or river erosion.
  - Demolition, structural alteration or structural repair.
  - Defective design or inadequate construction of foundations.
- (d) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the policy.

**SUBSIDENCE AND LANDSLIP ENDORSEMENT (DELETION OF EXCLUSION (A))**

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

- (a) Loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.

- (b) Loss or damage occasioned by happening through, or in consequence of;
- Coastal or river erosion.
  - Demolition, structural alteration or structural repair.
  - Defective design or inadequate construction of foundations.
- (c) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the policy.

**SPONTANEOUS COMBUSTION**

In consideration of the payment by the insured to the Company of the of the sum of ..... additional premium, it is hereby agreed and declared that the insurance under (item(s).....) of the policy shall, subject to the Special Conditions hereinafter contained, extent to include loss or damage to the property insured caused by its own spontaneous fermentation, heating or combustion.

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

**Special Conditions**

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

**RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT – OTHER THAN RESIDENTIAL PROPERTIES**

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

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

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

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

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

**Special Conditions**

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

**Condition 5**

This insurance does not cover:

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

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

**Condition 6**

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

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Any act 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) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

**Condition 8**

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

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

**Condition 11**

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

**Condition 20**

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

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

1. All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Condition of the Policy shall be deemed to include the perils hereby insured against.
2. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

**DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM ENDORSEMENT**

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

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

Subject otherwise to the terms and conditions of the Policy.

**COLD STORAGE CLAUSE**

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.

**COLD STORAGE/INCUBATOR CLAUSE****I) Cold Storage/Incubator Clause (A)  
Endorsement Wording**

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

Subject otherwise to the terms and conditions of the policy.

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

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

Subject otherwise to the terms and conditions of the policy.

**TEMPORARY REMOVAL CLAUSE - OTHER PROPERTY EXCLUDING STOCK-IN-TRADE AND MERCHANDISE**

The property insured under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed including whilst in transit for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail, or inland waterway, all in Malaysia, the Republic of Singapore or Brunei Darussalam.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description, nor as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to:

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

**REMOVAL OF DEBRIS (WITH SEPARATE SUM INSURED)**

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

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

The Company will not pay any costs or expenses:

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

**REMOVAL OF DEBRIS (without separate sum insured)**

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

- (a) Removal of debris
- (b) Dismantling and/or demolishing
- (c) Shoring up or propping

of the portion or portions of the property insured by the said Item(s) above this policy destroyed or damaged by fire or by any other peril hereby insured against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are insured).

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

The Company will not pay any costs or expenses:

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

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

**ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (with separate sum insured)**

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

**ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (without separate sum insured)**

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

**OTHER CONTENTS CLAUSE**

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

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding RM1,000.00.

- (b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM1,000.00 in respect of any one document manuscript or business book.
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding RM1,000.00.
- (d) Patterns, models, mould, plans and designs, for an amount, not exceeding RM1, 000.00 in respect of any one pattern, model, mould, plan or design.
- (e) Employees' pedal cycles, clothing, tools and personal effects for an amount not exceeding RM1, 000.00 in respect of any one Employee.

**CAPITAL ADDITIONS CLAUSE (NOT APPLICABLE TO STOCK-IN-TRADE OR MERCHANDISE NOR TO INSURANCES WHERE THE TOTAL SUM INSURED IS LESS THAN RM1,500,000).**

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property specified in this policy for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM1, 000,000 per location whichever is the less.

The Insured undertakes to advise the Company every three months of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

The Clause is inoperative if the declaration of such alterations, additions and improvements is not received by Insurers within ninety (90) days from the date of such alterations, additions and improvements.

For the purpose of this Clause, the inception date under the Premium Warranty shall be deemed to be the date of declaration received by the Company.

**Note:**

In the event that there is more than one location, then the limit may be increased to RM2, 000,000, this amount being the aggregate limit for all the locations.

**MORTGAGEE (CHARGE) CLAUSE 1**

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

Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

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

**Non-cancellation Clause**

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

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

**MORTGAGEE (CHARGE) CLAUSE 2**

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

**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.

**CONTRACT PRICE**

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the venue of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

**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).

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

**Note 2:** The words in brackets may be omitted.

**RENT (applicable to owner non-occupier of the premises)**

On\*..... months' rent insured. Sum Insured: RM\*.....

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

\* As specified in the schedule

**RENT (applicable to owner-occupier of the premises)**

On..... months expenses insured. Sum Insured: RM.....

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

**RENT (applicable to tenant-occupier of the premises)**

- (i) On.... months rent insured. Sum Insured RM...
- (ii) On.... months expenses insured. Sum Insured RM...

This insurance on Rent applies only if any of the said building(s) or any part thereof is unfit for occupation in consequence of any fire or any other peril hereby insured against but only in respect of the period necessary for reinstatement or repair and the amount payable shall not exceed:

- (i) The amount of rent that the insured is legally liable for; and/or
- (ii) The reasonable additional expenses necessarily incurred by the insured in renting an alternative premise elsewhere.

Provided the total amount recoverable under this extension shall not exceed the Sum Insured stated.

**COMPUTER SYSTEMS RECORDS**

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

**DESIGNATION CLAUSE**

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

**PAWNBROKERS CLAUSE**

In the event of destruction or damage to pledged goods by fire or any other peril hereby insured against the amount payable shall not exceed the amount advanced by the insured on such goods plus 25% and the value of all goods which this clause applies shall be calculated on the same basis.

**ESCALATION CLAUSE**

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(s), the sum(s) insured thereby shall, during the period of insurance, be increased each day by an amount representing  $1/365^{\text{th}}$  of the specified percentage increase per annum.

Unless specifically agreed to the contrary the provisions of this Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the Insured shall notify the Insurers: -

- a) the sums to be insured under each item above, but in the absence of such instructions the sum insured by the above items shall be those stated on the Policy (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the period of insurance up to that renewal date, and
- b) the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

**AUTOMATIC RENEWAL CLAUSE**

This Policy is deemed to be automatically renewed and the appropriate premium charged upon expiry unless otherwise instructed.

## **REINSTATEMENT VALUE CLAUSE**

Notwithstanding anything to the Contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items as 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 Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

### **Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (12) months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:
  - (a) The Insured fails to intimate to the Company within 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 another site.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

## **REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE**

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under (items nos....) of the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

### **Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this clause had not been incorporated therein.
3. If the Sum Insured at the breaking out of any fire or at the commencement of any destruction 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 had been destroyed then the Insured shall be considered being is own insurer for the difference between the sum insured and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Special Provision.
4. This clause shall be without force or effect if: -
  - (a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
5. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
6. In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

**REINSTATEMENT - DAY ONE BASIS**

**Memorandum**

**Day One Basis (Non-Adjustable) Memorandum applicable to Item(s) No(s)..... (Buildings and/or Machinery)**

1. Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that the Insured having stated in writing the Declared Value incorporated in such item to which this Memorandum applies, the Premium has been calculated accordingly.

"Declared Value" shall mean the Insured's assessment of the cost of replacement or reinstatement of the property insured arrived at in accordance with the opening paragraph of the Reinstatement Value Memorandum, at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for: -

- (i) the additional cost of reinstatement to comply with Public Authority requirements,
- (ii) professional fees,
- (iii) debris removal costs.

2. At the inception of each period of insurance the Insured shall notify the Insurers of the Declared Value of the property insured by each of the said item(s). In the absence of such declaration the last amount Declared by the Insured shall be taken as the Declared Value for the ensuing period of insurance.

3. Notwithstanding any general indication or endorsement to the contrary the following wording applies to Special Provision 3 of the Reinstatement Value Clause: -

3. If at the time of loss the Declared Value of the property covered by such item be less than the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum) at the inception of the period of insurance then the Insurer's liability for any loss hereby shall be limited to that proportion hereof which the Declared Value bears to the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum). Each item of the policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

and the following new Special Provision 6 is incorporated into the Reinstatement Value Clause.

6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any Conditions of Average therein, as if this memorandum had not been incorporated therein except that the sums insured shall be limited to 120% of the Declared Value.

**Memorandum**

**Day One Basis (Adjustable) Memorandum applicable to Item(s) No(s)..... (Buildings and/or Machinery)**

1. The Insured having stated in writing the Declared Value incorporated in each item to which this Memorandum applies, the premium has been calculated accordingly.

"Declared Value" shall mean the Insured's assessment of the cost of replacement or reinstatement of the property insured arrived at in accordance with the opening paragraph of the Reinstatement Value Clause, at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for: -

- (i) the additional cost of reinstatement to comply with Public Authority requirements,
- (ii) professional fees,
- (iii) debris removal costs.

2. At the inception of each period of insurance the Insured shall notify the Insurers of the Declared Value of the property insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing period of insurance.

3. The premium thereon is provisional. On expiry of each period of insurance the premium shall be adjusted by 50% of the difference between: -

- (i) the provisional premium at the commencement of the period and
- (ii) the premium calculated at the terms which have applied during the period under adjustment based on the Declared Value for the subsequent period of insurance.

4. For purposes of paragraph 3 of this Memorandum only: -

- (i) if the policy (or any item thereof) is cancelled or not renewed the Insured shall provide the Declared Value of the property insured by each of the said item(s) calculated in accordance with paragraph 1 of this Memorandum but at the level of costs applying at the date of cancellation or nonrenewal,
- (ii) where property has not been reinstated following loss the Insured shall provide the Declared Value as though the property had not been damaged or destroyed,



(iii) where a declaration of the Declared Value is not submitted to the Insurers an additional premium of 10% of the provisional premium shall become payable.

5. Notwithstanding any general indication or endorsement to the contrary the following wording applies to Special Provision 3 of the Reinstatement Value Clause: -

3. If at the time of loss the Declared Value of the property covered by such item be less than the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum) at the inception of the period of insurance then the Insurer's liability for any loss hereby shall be limited to the proportion hereof which the Declared Value bears to the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum). Each item of the policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

and the following new Special Provision 6 is incorporated into the Reinstatement Value Clause

6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein the rights and liabilities of the Insurers and the Insured in respect of the destruction or damage shall be subject to the terms and conditions of the Policy including any Conditions of Average therein, as if this Memorandum had not been incorporated therein except that the sums insured shall be limited to 120% of the Declared Value.

#### **REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES**

Notwithstanding anything to the contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that the insurance by (item as stated in the schedule) this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any Municipal or Local Authority provided that:

1. The amount recoverable under this Extension shall not include:

(a) the cost incurred in complying with any of the aforesaid Regulations or By-Laws:

- (i) in respect of destruction or damage occurring prior to the granting of this extension,
- (ii) in respect of destruction or damage not insured by the Policy,
- (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
- (iv) in respect of undamaged property or undamaged portions of property.

(b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen;

(c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.

2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

3. If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.

4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

5. All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **DECLARATION POLICIES**

Special Conditions for Declaration Policies

1. In consideration of the premium by this Policy being provisional in that it is calculated on 100% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance:

The Insured agrees to declare to the Company in writing the value of his stocks, less any amount insured by Policies other than Declaration Policies, on the following basis stated in the schedule and to make such declaration within thirty (30) days of the value at risk as stated in the schedule of each calendar month, such declaration to be signed by the Insured or by a responsible person authorized to sign on his behalf.

If other Policies on a declaration basis cover the stock hereby insured the declarations shall be made so as to apportion to each Policy a share of the value of the stocks insured under such Declaration Policies, pro-rata to the respective amounts named in the Policies.

In the event of a declaration not being made within the thirty (30) days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated at the rate applicable on the average sum insured, namely, the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be greater than the provisional premium the Insured shall pay the difference; if it be less the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
3. If at the time of any loss, there be any other subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the sum insured by such insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. In the event of a loss occurring the Insured undertakes to pay extra premium on the amount of any loss pro-rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
6. In the event of this Policy being cancelled by the Insured during its currency (whether stocks exists or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancelment, or 50% of the provisional premium whichever is the greater; but if the Policy is cancelled by the Insured after a loss has occurred the premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured up to the cancelment plus the pro-rata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of the loss paid, or 50% of the provisional premium whichever is the greater.
7. It is warranted that every other Policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
8. This insurance is subject in all respects to the printed conditions of the Policy except in so far as they may be varied by these Special Conditions.

#### **TEMPORARY STORAGE CLAUSE**

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

- (a) The period of temporary storage shall not exceed sixty (60) days.
- (b) The liability of the Company is limited to 10% of the total sum insured or RM500, 000.00 whichever is the lower for the 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).

#### **LEASING ENDORSEMENT**

It is hereby understood and agreed that..... (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 and final discharge to the company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the company respectively under or in connection with this policy.

#### **Non-Cancellation Clause**

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

#### **SMOKE DAMAGE ENDORSEMENT**

Notwithstanding anything contained in this policy to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium, the insurance under item no: ..... of this Policy shall extend to include: -

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

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

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

#### **BRAND, LABEL AND TRADEMARK CLAUSE**

In the case of damage to property bearing a brand, label or trademark, the sale of which in any way carries a guarantee of the Insured, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands, labels and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said property.

#### **GOODS AND STOCKS UNDERGOING ANY HEATING OR DRYING PROCESS ENDORSEMENT**

Notwithstanding anything to the contrary contained in Condition 5(i)(b) of the Policy, it is hereby understood and agreed that the insurance under item no: ..... of this Policy shall extend to include loss or damage to the property occasioned by its undergoing any heating or drying process provided that loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition or discolouration of the property is excluded.

#### **SPRINKLER LEAKAGE ENDORSEMENT**

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

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

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

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

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

#### **Special Conditions**

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

#### **HIRE PURCHASE ENDORSEMENT**

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

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

#### **Non-cancellation Clause**

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

#### **INTERNAL REMOVAL CLAUSE**

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

#### **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.

#### **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.

**VEHICLE LOAD CLAUSE**

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

**ALTERATIONS AND REPAIRS CLAUSE**

Notwithstanding condition 9(a), workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

**AGGREGATE CONDITION OF AVERAGE CLAUSE**

It is hereby noted and agreed that notwithstanding the declaration of individual sums insured within the policy, policy condition 20 of this policy will apply as though reference to property therein is in respect of all properties of the same insured at the same location insured therein. Accordingly, the sentence "Every item, if more than one, of the Policy shall be separately subject to this condition" appearing in the text of condition 20 is deemed to have been deleted.

**AGREED VALUE ENDORSEMENT FOR ART OBJECTS/PAINTINGS, ANTIQUES AND SUCH LIKE ITEMS**

It is hereby declared and agreed that in the event of the undernoted item(s) of property insured being totally lost, destroyed or damaged by any peril insured against, the liability of the insurers shall not exceed the corresponding agreed value stated in the schedule below: -

<b>Property Insured</b>	<b>Agreed Value</b>
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Notwithstanding anything contained in this policy to the contrary, where any insured items consist of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set.

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

**OTHER INSURANCE CLAUSE**

It is understood and agreed that the Insured shall be deemed to have complied with condition no. 3 of this policy provided that he has declared to the company the total amount of insurance effected with other Insurance Companies on the property hereby insured.

**PAIRS AND SETS CLAUSE**

It is hereby declared and agreed that notwithstanding anything contained in this policy to the contrary, where any insured item consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

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

**FLOATING INSURANCE**

**(a) Specified locations**

The stocks insured under (item... of) this Policy is subject to a floating sum insured declared hereon against all the locations as specifically described in the schedule.

Provided always the Company's maximum liability shall not exceed the floating sum insured stated in the schedule for which the item is insured.

Note: The premium charged thereon shall be calculated based on the highest amongst the rates applicable to the said locations concerned.

**(b) Unspecified locations**

The stocks insured under (item.....of) this Policy is subject to a floating sum insured declared hereon all the locations owned and/or occupied by the Insured anywhere in Malaysia.

Provided always that: -

- (i) there shall be a minimum of ten (10) locations covered under this item in the policy.
- (ii) the sum insured any one location shall not exceed the limit of RM500,000.

In the event of any loss or damage, the Company's maximum liability shall not exceed the sum of RM500, 000 for any one of the unspecified location and the floating sum insured declared hereon in respect of all the unspecified locations covered under the policy.

Note: (i) The total sum insured floating for the unspecified locations shall be greater than RM500, 000  
(ii) The premium charged is subject to a 25% loading on the highest rate applicable on the policy.

**(c) Unspecified homogeneous locations**

The stocks insured under (item.....of) this Policy is subject to a floating sum insured declared hereon against all the locations owned and/or occupied by the Insured anywhere in Malaysia.

Provided always that:

- (i) there shall be a minimum of one thousand (1,000) locations under this item at inception of the Policy.
- (ii) the sum insured limit per unit of stock shall not exceed RM5,000.00
- (iii) the Insured shall declare to the Company in writing the total value of the stocks within thirty days of the.....(insert the appropriate day or date) of each calendar month.
- (iv) the basis of value for declaration shall be the full value of the stocks insured, any loss shall be settled on the basis of the market value immediately anterior to the loss.

In the event of any loss or damage, the Company's maximum liability shall not exceed the sum insured limit of RM5, 000 per unit of stock and the floating sum insured declared hereon in respect of all the unspecified locations covered under the policy.

**TENANTS CLAUSE (AS TO INTEREST OF THE OWNER)**

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

Subject otherwise to the terms and conditions of the policy.

**AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE**

It is understood and agreed that any additional properties situated in locations within Malaysia not insured by the Policy which may be acquired by the Insured during the currency of this Policy is automatically held covered up to 10% of the Policy limit or RM1 million, whichever is the lower, provided that the Insured shall advise the Company within 30 days of any acquisition of any such properties and shall pay the additional premium from effective date of acquisition.

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

**DATE RECOGNITION**

**(a) DATE RECOGNITION**

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

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :
  - 1. Correctly recognize any date as its true calendar date;
  - 2. Capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
  - 3. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving Clause

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

Subject otherwise to the terms and conditions of the policy.

**WAIVER OF SUBROGATION RIGHTS OF INSURERS**

In consideration of the payment of an additional premium, the Company agrees to waive any rights and remedies or relief or indemnity to which it may become entitled by subrogation against the following entity (ies): -

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However, the Company's entitlement to enforce any rights and remedies or to obtain relief or indemnity from any other party(ies) by way of subrogation shall remain unaffected.

**PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

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

Consequently, the following are excluded from this Policy: -

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

**RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This insurance does not cover loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless or any other cause or event contributing concurrently or in any other sequence to the loss :-

- 1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**UNVALUED POLICY CLAUSE**

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

**SANCTION EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under the United Nations' Council resolutions (UNSC).

## SECTION 2 – FIRE CONSEQUENTIAL LOSS

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

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

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

**THEN THE COMPANY WILL PAY TO THE INSURED** in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

**PROVIDED THAT** at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted therefor under such insurance.

**AND THAT** the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may hereafter be substituted therefor by memorandum signed by or on behalf of the Company.

### CONDITIONS

#### 1. MISDESCRIPTION

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

#### 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. OTHER INSURANCE

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

#### 4. DISPLACEMENT

Immediately upon any fall or displacement

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

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

#### PROVIDED THAT:

- (i) Such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of Damage or is otherwise material;
- (ii) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Policy or would be covered if such building or range of buildings or structure were included in the Premises to which this Policy refers.

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

#### 5. EXCLUDED INTERRUPTION LOSS

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

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

6. **EXCLUDED COVER**

This insurance does not cover:

Loss occasioned by or happening through or in consequence of:

- (a) The burning or property by order of any Public Authority,
- (b) Subterranean Fire,
- (c) Explosion except as stated on the Policy.
- (d) The burning, whether accidental or otherwise, of forests, bush 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.

7. **EXCLUDED COVER**

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

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance,
- (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or stage of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (b) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (c) 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) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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 the 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 is not covered by this insurance the burden of proving that such loss is covered shall be upon the insured.

8. **CHANGE IN RISK**

The insurance by this policy shall cease if:

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

9. **INCREASE IN RISK**

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

10. **CANCELLATION**

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

11. **CLAIM PROCEDURE**

On the happening of any Damage in consequence of which a claim is or may be made under this Policy, the Insured shall forthwith give notice thereof to the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to 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 made under this Policy shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim, together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom. The Insured shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.



12. **FRAUD**  
If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the Damage be occasioned by the 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 rejection, or (in case of an arbitration taking place in pursuance of the 15th Condition of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this policy shall be forfeited.
13. **CONTRIBUTION**  
If at the time of any loss under this Policy there be any other subsisting insurance, whether effected by the Insured or by any other person or persons covering such loss or any part of it, the Company shall not be liable to pay or contribute hereunder more than its rateable portion of such loss.
14. **SUBROGATION**  
The Insured shall, at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
15. **ARBITRATION**  
If any difference arises as to the amount of any loss such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their Meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, or 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 cost of the reference and of the award shall be at 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 if disputed shall be first obtained.
16. **REINSTATEMENT OF SUM INSURED**  
In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the contract 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.
17. **TIME LIMITATION**  
In no case whatever shall the Company be liable in respect of any claim under this Policy after the expiration of
- (a) One year from the end of the Indemnity Period or, if later,
  - (b) Three months from the date on which payment shall have been made or liability admitted by the Insurers covering the Damage giving rise to the said claim,
- unless the claim is the subject of pending action or arbitration.
18. **MEANING**  
This Policy and the Schedule annexed (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of the policy or of the Schedule shall bear such specific meanings wherever they may appear.
19. **NOTICE**  
Every notice and other communication to the Company required by these conditions must be written or printed.

#### **CLAUSES / ENDORSEMENTS / WARRANTIES / EXTENSION WORDINGS**

The following Clauses/Endorsements/Warranties/Extension Wordings shall apply only when specified in the schedule.

1. **ACCOUNTANTS' CLAUSE**  
Any particulars or details contained in the Insured' books or documents which may be required by the Insurers under condition 11 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.
2. **PAYMENT ON ACCOUNT CLAUSE**  
Payment on account will be made to the Insured if desired provided that it is established that the loss is indemnifiable under this Policy.
3. **DEPARTMENTAL CLAUSE**  
If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1 of the specifications attached shall apply separately to each Department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the Sums produced by applying the rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative annual output thereof, the amount payable shall be proportionally reduced.

4. **UPWARD ADJUSTMENT CLAUSE**

In the event of the \*Gross Profit / Gross Rental / Gross Revenue earned during any annual period of insurance (or during the accounting period 12 months more nearly concurrent with any period of insurance) as certified by the Insured's Auditors being greater than the Sum Insured thereon, the Insured will be held covered to the extent of .....% of the Sum Insured thereof and pro-rata additional premium not exceeding .....% of the premium paid on such Sum Insured for such period of insurance will be charged in respect of the difference.

The maximum percentage of upward adjustment shall be limited to 25% only. An additional premium calculated at 75% of the upward adjustment percentage shall be imposed. The additional premium shall be treated as provisional, and shall be adjusted in accordance to the actual \*Gross Profit/Gross Rental/Gross Revenue earned as certified by the Insured's auditors.

5. **ALTERNATIVE BASIS CLAUSE**

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

**ALTERNATIVE TRADING CLAUSE**

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

6. **SALVAGE SALES CLAUSES**

If, following damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, Clause (a) of Item No. 1 of the specifications attached shall for the purpose of such claim read as follows: -

(a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover from which sum shall be deducted from the Gross Profit actually earned during the period of the salvage sale.

7. **MATERIAL DAMAGE PROVISIO WAIVER CLAUSES**

It shall not be a condition precedent to liability in respect of interruption 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.

8. **INTERDEPENDENCY CLAUSE**

It is hereby expressly declared and agreed that if damage to any of the joint Insured's premises/property should result in another of the Insured suffering a reduction in turnover or increase in cost of working then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property.

**Note:**

The Interdependency Clause may only be used for joint insureds who stand in the relationship as parent and subsidiary companies.

9. **ACCUMULATION OF STOCK CLAUSE**

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

10. **NEW BUSINESS CLAUSE**

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms, 'Rate of Gross Profit', 'Annual Turnover' and 'Standard Turnover' shall bear the following meanings and not as within stated: -

**Rate of Gross Profit** - The rate of gross profit earned on the turnover during the Period between the commencement of the business and the date of the damage

**Annual Turnover** - The proportional equivalent for the period of twelve months of the turnover realised during the period between the commencement of the business and the date of the damage

**Standard Turnover** - The proportional equivalent for a period equal to the Indemnity Period, of the Turnover realised during the period between the commencement of the business and the date of the damage

to which such adjustment shall be made as may be necessary to provide for the trend of the business and the variations in or special 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 figures 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

After twelve months of trading have been completed the normal specification wording operates.

**N.B.:** The gross profit specification wordings is shown as an example only. Member companies are required to substitute other wordings used other than gross profit.

11. **AUDITORS' CHARGES (FEES) CLAUSE**

The Insurance under item No. .... of this policy is limited to reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition 10 of this policy.

12. **SPECIFIED SUPPLIERS' PREMISES**

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

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

<u>Supplier</u>	<u>Situations</u>	<u>Insurers Liability</u>

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

13. **UNSPECIFIED SUPPLIERS' PREMISES**

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

Provided that the liability under this memorandum in respect of any one location shall not exceed 10%of the sum insured thereunder or RM10 million, whichever is the lower.

Situations:

The premises situate in Malaysia, Singapore or Brunei of the insured's suppliers, manufacturers or processors of components, goods and materials. Insurers will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded seventy-two (72) hours from the time that the insured is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the insured to maintain the pre loss level of production.

14. **SPECIFIED CUSTOMERS' PREMISES**

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

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

<u>Customer</u>	<u>Situations</u>	<u>Limit of Liability</u>

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

15. **PREVENTION OF ACCESS**

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

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

Maximum Indemnity Period shall mean ..... months.

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

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

16. **PUBLIC UTILITIES**

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

- generating station or substation of the public electricity supply undertaking,
- land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
- water works or pumping station of the public water supply undertaking,

from which the Insured obtains electricity/water/gas \* shall be deemed to be loss resulting from damage to property used by the Insured at the premises. Any transmission lines or pipes feeding to the Insured's premises are not included.

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

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

• Delete as appropriate.

17. **INFECTIOUS OR CONTAGIOUS DISEASES, MURDER, SUICIDE, PEST, FOOD OR DRINK POISONING; OR DEFECTIVE SANITARY ARRANGEMENTS**

It is hereby agreed and declared that the insurance of this Policy is extended to cover contingencies hereunder specified:

- (i) Human infectious or contagious disease manifested within any person whilst in the Premises
- (ii) Murder or suicide occurring at the Premises
- (iii) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the Premises
- (iv) Vermin or pests at the Premises
- (v) Defects in the drains and other sanitary arrangements at the Premises

which directly and solely results in the restriction of use of the Premises (whether total or partial) by the order of the competent public authority.

Any interruption of or interference with the Business of the Insured in accordance with the provisions herein contained in the Schedule shall be deemed to be DAMAGE as defined under the Policy.

**Special Conditions**

1. Notifiable Disease or illness shall mean illness sustained by any person resulting from:
  - a) Food or drink poisoning, or
  - b) Any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated shall be notified to them.
2. For the purpose of this memorandum Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning –
  - a) In the case of (i), (iv) and (v) above, with the date of the occurrence or discovery
  - b) In the case of (ii) and (iii) above, with the date from which the restrictions on the Premises are applied

and ending not later than when restrictions are lifted or the Maximum Indemnity Period thereafter, whichever is the shorter period.

Maximum Indemnity Period shall mean ..... Months.

Premises shall mean only those locations stated in the Premises definition; in the event that the policy includes an extension which deems loss destruction or damage at other locations to be an Incident such extension shall not apply to this memorandum.

3. The Insurer shall not be liable under this memorandum for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
4. The Insurer shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
5. The Insurer's liability under this memorandum shall not exceed 10% of Sum Insured or RM10 million, whichever is lower in any one period of insurance, after the application of all other terms and conditions of the policy.

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

18. **ADDITIONAL PERILS ENDORSEMENT**

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include destruction or damage (by fire or otherwise) caused by the following additional perils as covered by the material damage policy no. ....

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

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

19. **COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT**

- 1. This Policy, subject to all of its applicable terms, conditions and exclusions, covers losses attributable to physical loss, destruction or damage occurring during the Period of Insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this Policy does not insure (and therefore, will not provide any cover, pay any claim or provide any benefit in respect of) any loss, damage, claim, cost, expense or other sum, directly or indirectly or howsoever arising out of, or attributable to, or occurring concurrently (or in any sequence) with a Communicable Disease or the apprehension, fear or threat (whether actual or perceived) of a Communicable Disease.
- 2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured under this Policy that is affected by such Communicable Disease.
- 3. As used herein, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect or howsoever transmitted, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of the property insured under this policy.
- 4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s) in or applicable to the Policy.

All other terms, conditions and exclusions of the Policy remain the same.

LMA5393  
25 March 2020

**GROSS PROFIT DIFFERENCE BASIS WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that policy.

<b>Item No.</b>	<b>Sum Insured</b>
1. On Gross Profit	

THE INSURANCE UNDER ITEM NO. 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be:

- (a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage:

provided that if the Sum Insured by this Item be less than the sum produced by applying the rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**Gross profit**

The amount by which the sum of the Turnover, Closing Stock and Work-in-progress shall exceed the sum of the Opening and Closing Stock, Work-in-Progress and the Specified Working Expenses.

N.B. 1

The amount of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

N.B. 2

The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured unless otherwise defined in this specification.

**Specified Working Expenses**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Turnover**

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

**Indemnity Period**

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

**Maximum Indemnity Period**

\_\_\_\_\_ months

**RATE OF GROSS PROFIT** – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of damage.

**ANNUAL TURNOVER** – The Turnover during the twelve months immediately before the date of the damage.

**STANDARD TURNOVER** – The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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 goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Uninsured Standing Charges Clause. If any standing charges of the business be not insured by this policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and all the Uninsured Standing Charges.

Premium Adjustment Clause. In the event of the Gross profit (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's Auditors, being less than the sum insured thereon a pro-rata return of premium not exceeding fifty per cent (50%) of the premium paid on 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 a claim under this section, such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Policy.

**DUAL BASIS WAGES WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that policy.

**Item No.**

**Sum Insured**

1. On Wages

THE INSURANCE UNDER ITEM NO. 1 is limited to loss in respect of Wages and the amount payable as indemnity thereunder shall be:

(a) IN RESPECT OF REDUCTION IN TURNOVER:

- (i) during the Initial Period: the sum produced by applying the Rate of Wages to the shortage in Turnover during such period less any saving during such period through reduction in consequence of the damage in the amount of Wages paid.
- (ii) during the remaining portion of the Indemnity Period : the sum produced by applying the Rate of Wages to the shortage in Turnover during such period less any saving during period through reduction in consequence of the damage in the amount of Wages paid but not exceeding the sum produced by applying the remainder percentage of the Rate of Wages to the shortage in Turnover during the said remainder portion of the Indemnity Period increased by such amount as is deducted for savings under the terms of Clause (i).

Note: At the option of the Insured the Alternative Period may be substituted for the Initial Period provided that the amount arrived at under the provisions of Clause (a) (ii) shall not exceed such amount as is deducted under Clause (a) (i) for savings effected during the Alternative Period.

(b) IN RESPECT OF INCREASE IN COST OF WORKING: so much of the additional expenditure described in Clause (b) of the relative gross profit item as exceeds the amount payable thereunder: but not more than the additional amount which would have been payable in respect of Reduction in Turnover under the provisions of Clause (a) (i) and (ii) of this Item had such expenditure not been incurred:

Provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Wages to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable under this Item shall be proportionately reduced.

## DEFINITIONS

<b>Indemnity Period</b>	The period beginning with the Occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.
<b>Maximum Indemnity Period</b>	_____ months
<b>Initial Period</b>	The portion of the Indemnity Period beginning with the occurrence of the damage and ending not later than _____ weeks thereafter.
<b>Remainder Percentage</b>	_____ Per cent.
<b>Alternative Period</b>	The portion of the Indemnity Period beginning with the occurrence of the damage and ending not later than _____ weeks thereafter.
<b>Wages</b>	The remuneration (including EPF contribution, SOCSO, bonuses, holiday pay or other payments pertaining to Wages) of all employees
<b>Rate of Wages</b>	The Rate of Wages to Turnover during the financial year immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or after the damage or 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 figures 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.
<b>Turnover</b>	The money (less discount allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.
<b>Annual Turnover</b>	The Turnover during the twelve months immediately before the date of the damage.
<b>Standard Turnover</b>	The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.
<b>Shortage in Turnover</b>	The amount by which the Turnover during a period shall in consequence of the damage fall short of the part of the Standard Turnover which relates to that period.

Alternative Trading Clause. If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Uninsured Standing Charges Clause. If any standing charges of the business be not insured by this policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and all the Uninsured Standing Charges.

Premium Adjustment Clause. In the event of the Wages (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's Auditors, being less than the sum insured thereon a pro-rata return of premium not exceeding fifty per cent (50%) of the premium paid on 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 a claim under this section, such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Policy.

## GROSS PROFIT ADDITION BASIS WORDINGS

SPECIFICATION referred to in Policy No. \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that policy.

Item No.	Sum Insured
1.	On Gross Profit

THE INSURANCE UNDER ITEM NO. 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be:

- (a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover:
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of the Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the damage:

provided that if the Sum Insured by this Item be less than the Sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**Gross Profit** The sum produced by adding to the Net Profit the amount of the Insured Standing Charges or if there be no Net Profit the amount of the Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

**Net Profit** The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

**Insured Standing Charges** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Turnover** The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

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

**Maximum Indemnity Period** \_\_\_\_\_ months

<p><b>RATE OF GROSS PROFIT</b> – The rate of Gross Profit earned on the turnover during the financial year immediately before the date of damage.</p> <p><b>ANNUAL TURNOVER</b> – The Turnover during the twelve months immediately before the date of the damage.</p> <p><b>STANDARD TURNOVER</b> – The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.</p>	}	<p>To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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.</p>
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Alternative Trading Clause. If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the 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 sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Uninsured Standing Charges Clause. If any standing charges of the business be not insured by this policy then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of Net Profit and all the Standing Charges.

Premium Adjustment Clause. In the event of the Gross profit (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the insured's Auditors being less than the sum insured thereon a pro-rata return of premium not exceeding fifty per cent (50%) of the premium paid on 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 a claim under this policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Policy.



**GROSS REVENUE WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that Policy.

<b>Item No.</b>	<b>Sum Insured</b>
1. On Gross Revenue	

THE INSURANCE UNDER ITEM NO. 1 is limited to (a) LOSS OF GROSS REVENUE and (b) INCREASE 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 reasonably 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 consequence 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 the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.

**Maximum Indemnity Period** \_\_\_\_\_ 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 which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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 or services shall be rendered elsewhere than at the 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 services 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 thereon a pro-rata return of premium not exceeding 50 per cent of the premium paid on 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 a claim under this policy such return shall be made in respect only of so much of the said difference as is not due to such damage.

**STANDING CHARGES ONLY WORDING**

SPECIFICATION referred to in Policy No. \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an intergral part of that policy.

<b>Item No.</b>	<b>Sum Insured</b>
1. On standing charges only	

THE INSURANCE UNDER ITEM NO. 1 is limited to loss in respect of INSURED STANDING CHARGES due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be:

- (a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate Payable to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate Payable to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the Insured Standing Charges as may cease or be reduced in consequence of the damage:

provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate Payable to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITION**

**Net Profit** The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.

**Insured Standing Charges** The amount for the undermentioned Insured Standing Charges, or if the business is showing a net trading loss the amount of the said Insured Standing Charges less such a proportion of any net trading loss as the amount of the Insured Standing Charges bears to all the Standing Charges of the business.

**List of Insured Standing Charges** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Turnover** The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.

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

**Maximum Indemnity Period** \_\_\_\_\_ months

**RATE PAYABLE - The** percentage that the Insured Standing Charges bears to the Turnover during the financial year immediately before the date of damage.

**ANNUAL TURNOVER –** The Turnover during the twelve months immediately before the date of damage.

**STANDARD TURNOVER –** The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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 goods shall be sold or services shall be rendered elsewhere than at the 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 sales or services shall be brought into account in arriving at the turnover during the Indemnity Period.

Uninsured Standing Charges Clause. If any standing charges of the business be not insured by this policy then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the sum of the Net Profit and the Insured Standing Charges bears to the sum of Net Profit and all the Standing Charges.

**GROSS RENTAL WORDING**

SPECIFICATION referred to in Policy No. \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that policy.

<b>Item No.</b>	<b>Sum Insured</b>
1. On Gross Rental	

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

- (a) IN RESPECT OF LOSS OF GROSS RENTAL: The amount by which the Gross Rental during the Indemnity Period shall in consequence of the damage fall short of the Standard Gross Rental.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Gross Rental 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 in Gross Rental thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rental as may cease or be reduced in consequence of the damage:

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

**DEFINITIONS**

**Gross Rental** The money paid or payable to the insured by tenants in respect of rental of the Premises.

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

**Maximum Indemnity Period** \_\_\_\_\_ months

**STANDARD GROSS RENTAL** – The Gross Rental during the period corresponding with the Indemnity Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

**ANNUAL GROSS RENTAL** – The Gross Rental during the twelve months immediately before the date of the damage.

To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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 the business shall be conducted elsewhere than at the premises the money paid or payable to the Insured in respect of rent at such other premises shall be brought into account in arriving at the Gross Rental during the Indemnity Period.

Premium Adjustment Clause. In the event of one time the Gross Rental (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's auditors being less than the sum insured thereon a pro rata return of premium not exceeding 50 percent of the premium paid on 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 a claim under this policy such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Policy.

**100% WAGES WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that policy.

<b>Item No.</b>	<b>Sum Insured</b>
1. On Wages	

THE INSURANCE ON ITEM NO. 1 is limited to loss in respect of WAGES due to (a) Reduction in Turnover and (b) Increase in Cost of Working, and the amount payable as indemnity thereunder shall be:

- (a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of Wages to the amount by which the turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Wages to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period if Wages shall cease or be reduced in consequence of the damage. It being understood that allowances to employees retained in the insured's services during the Indemnity Period while unable to work in consequence of the damage shall be treated as wages paid: provided that if the sum insured by this item be less than the sum produced by applying the Rate of Wages to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**Wages** The remuneration (including EPF contribution, SOCSO, bonuses, holiday pay or other payments pertaining to payroll) of all employees other than those whose remunerations is treated as salaries in the insured's book of accounts.

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

**Maximum Indemnity Period** \_\_\_\_\_ Months.

**RATE OF WAGES** – The Rate of Wages earned on the Turnover during the financial year immediately before the date of the damage.

**ANNUAL TURNOVER** – The Annual Turnover during the twelve months immediately before the date of the damage.

**STANDARD TURNOVER** – The Turnover during that period in the twelve months immediately before the damage which corresponds with the Indemnity Period.

To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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 goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

Uninsured Standing Charges Clause. In computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of the additional expenditure incurred in respect of the Indemnity Period shall be brought into account which the amount of Wages bears to the sum of Net Profit and all the Standing Charges and Wages.

**INCREASED COST OF WORKING ONLY WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of the policy.

**Item No:** \_\_\_\_\_ **Sum Insured**

1. On Increase in Cost Of Working Only

The insurance under Item No. 1 is limited to Increase in Cost Of Working and the amount payable as Indemnity thereunder shall be:

The additional expenditure necessarily and reasonably incurred by the insured during the Indemnity Period and in consequence of the damage for the sole purpose of avoiding or diminishing a reduction in Turnover or for the purpose of resuming or maintaining normal business operation:

less any sum saved during the Indemnity Period in respect of any revenue expenditure as may cease or be reduced in consequence of the damage:

provided always that the liability of the Company shall not exceed:

- a) in respect of the first month of the Indemnity Period 40 per cent of the amount insured by this item:
- b) in respect of the second month of the Indemnity Period 20 per cent of the amount insured by this item:
- c) in respect of the subsequent months of the Indemnity Period 10 per cent of the amount insured by this item:

but if the expenditure for the first and second month of the Indemnity Period is less than the limits specified above the unexhausted balance may be utilised by the insured in the subsequent months of the Indemnity Period.

**DEFINITIONS**

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

**Maximum Indemnity Period** \_\_\_\_\_ months

**Turnover** The money (less discount allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.

**PRO-RATA WAGES WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of that policy.

**Item No.** \_\_\_\_\_ **Sum Insured**

1. On Wages

THE INSURANCE UNDER ITEM NO. 1 is limited to loss incurred by the insured by the payment of Wages for a period beginning with the occurrence of the damage and ending not later than the Indemnity Period.

The amount payable as indemnity under this item shall be the actual amount which the insured shall pay as wages for such period to employees whose services cannot in consequence of the damage be utilised by the insured at all and an equitable part of the wages paid for such period to employees whose services cannot in consequence of the damage be utilised by the insured to the full:

provided that if the sum insured by this item be less than the aggregate amount of the wages that would have been paid during the Maximum Indemnity Period immediately following the damage had the damage not occurred the amount payable shall be proportionately reduced.

**DEFINITIONS**

**Wages** The remuneration (including EPF contribution, SOCSO, bonuses, holiday pay or other payments pertaining to payroll) of all employees other than those whose remunerations is treated as salaries in the insured's book of accounts.

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

**Maximum Indemnity Period** \_\_\_\_\_ weeks.

**ADDITIONAL INCREASE COSTS OF WORKING**

The insurance under item No. \_\_\_\_\_ is limited to such further additional expenditure beyond that recoverable under clause (b) of item No. \_\_\_\_\_ on gross profit and item No. \_\_\_\_\_ on wages/payroll as the insured shall necessarily and reasonably incur during the indemnity period in consequence of the damage for the purpose of avoiding or diminishing the reduction in turnover.

**AUDITORS' FEES CLAUSE**

The insurance under item No. \_\_\_\_\_ of this Policy is limited to reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of condition 11 of this policy.

**100% WAGES AND SALARIES ON PAYROLL BASIS WORDING**

SPECIFICATION referred to in Policy No: \_\_\_\_\_ in the name of \_\_\_\_\_ and forming an integral part of the policy.

**Item No. Sum Insured**

1. On Payroll

THE INSURANCE ON ITEM NO. 1 is limited to loss in respect of PAYROLL due to (a) Reduction in Turnover and (b) Increase in Cost of Working, and the amount payable as indemnity thereunder shall be:

- a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of payroll to the amount by which the turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of Uninsured Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Payroll to the amount of the reduction thereby avoided:

Less any sum saved during the Indemnity Period if Payroll shall cease or be reduced in consequence of the damage. It being understood that allowances to employees retained in the insured's services during the Indemnity Period while unable to work in consequence of the damage shall be treated as payroll paid:

Provided that if the sum insured by this item be less than the sum produced by applying the Rate of Payroll to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**Payroll** The remuneration (including employees provident fund, bonuses, SOCSO contribution, pensions insurance costs or other payments pertaining to payroll) of all employees

**Wages** Payments made to employees who are concerned with production and all others whose remuneration is not included as salaries.

**Salaries** Payments made usually weekly or monthly to staff permanently employed and whose duties are not directly concerned with production or, if so are in an executive capacity.

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

**Maximum Indemnity Period** \_\_\_\_\_ months.

**RATE OF PAYROLL** – The Rate of Payroll earned on the Turnover during the financial year immediately before the date of the damage.

**ANNUAL TURNOVER** – The Annual Turnover during the twelve months immediately before the date of the damage.

**STANDARD TURNOVER** – The Turnover during that period in the twelve months immediately before the damage which corresponds with the Indemnity Period.

To which such adjustment shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures 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 goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**UNINSURED STANDING CHARGES CLAUSE.** In computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of the additional expenditure incurred in respect of the Indemnity Period shall be brought into account which the amount of payroll bears to the sum of Net Profit and all the Standing Charges and Payroll.

## SECTION 3 – LIMITED ALL RISKS

**THIS SECTION WITNESSETH** that during the Period of Insurance the Property or any of it is lost, destroyed or damaged by ANY ACCIDENT OR MISFORTUNE whilst within the Situation the Insurer will indemnify the Insured at their option by repairing replacing or paying the amount of the loss destruction or damage.

**PROVIDED THAT** The Company's liability in respect of any item shall not exceed the Sum Insured for such item.

### EXCLUSIONS

This Section does not cover loss, destruction or damage caused by or arising through;

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.
2. Loss by delay, confiscation or detention by Custom House or by other Officials or Authorities.
3. Loss or damage arising from atmospheric conditions, wear and tear, gradual deterioration, 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.
4. Loss or damage arising from mechanical breakdown or mechanical derangement of the property or any part thereof.
5. Destruction of or damage to any part of the Property by its own ignition electrical breakdown or burn out.
6. Loss or damage to records films or tapes other than by Theft (and then only for the value as unused material).
7. Consequential loss of any nature arising from any accident or loss of destruction of or damage to any property insured hereby.
8. Any legal liability of whatsoever nature directly or indirectly caused 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.
9. The indemnity or compensation provided by this Policy shall not apply to not include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
10. Perils which are insurable under the Fire Section.
11. Any act of theft or burglary whether accompanied by actual forcible and violent breaking into or out of a building, or any attempt thereat.

### CONDITIONS

1. The Insured shall take all reasonable precautions for the safety of the Property.

### ENDORSEMENT / CLAUSES / WARRANTIES

#### FIRST LOSS EXCLUDING AVERAGE CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this section is issued as a First Loss Insurance on the property as described in the Schedule of this Policy up to an amount as specified in the schedule. It is further agreed that the condition of average shall not apply to this section of the Policy.

#### EXCESS CLAUSE

In respect of each and every claim the Insured will be responsible for the first amount as shown in the Schedule against this Endorsement.

#### REINSTATEMENT OF LOSS

In consideration of the Insured undertaking to pay an additional premium at the agreed rate of the amount of loss calculated on a pro-rata basis from the date 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 maintain in force for the full sum insured.

#### TEMPORARY REMOVAL

The property insured under this Policy is covered (limited to 10%) of the sum insured whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises.

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 to property held by the Insured in trust, nor does it apply to items covering stock and merchandise of every description.

#### **MARKET VALUE CLAUSE**

It is hereby understood and agreed that in event of a loss to the property insured herein, the limit of indemnity of the Company 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 policy.

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 wear and tear and/or depreciation.

The Market Value of the insured property shall for the purpose of this clause be determined by valuation obtained by the Company from the manufacturer, authorized sole or agent, authorized broker, authorized distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss. In the event that there is, at the time of damage or loss no manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster registered under the Financial Services Act, 2013 or Registered Valuer under Valuer and Appraisers Act, 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer, authorized sole agent or agent, authorized broker, authorized broker, authorized distributor, building contractor, Loss Adjuster registered under the Financial Services Act, 2013 or Registered Valuer and Appraiser Act, 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

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

#### **REINSTATEMENT VALUE CLAUSE (applicable to items less than 5 years)**

In the event of property insured under the within policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provision and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

#### **TEMPORARY STORAGE CLAUSE**

It is hereby declared and agreed that subject to the terms and conditions of this Policy the property (excluding buildings) insured under this Policy 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 RM500,000.00 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.

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

#### **DESIGNATION**

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

#### **APPRAISEMENT**

If the aggregate claim for any loss does not exceed RM5, 000.00 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.

#### **LOSS NOTIFICATION**

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, error or omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

#### **THEFT BY DECEPTION (CHEATING) CLAUSE**

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

Cheating as defined in the Penal Code is as follow:

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do, 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'".

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

#### **CRIMINAL BREACH OF TRUST CLAUSE**

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

Criminal Breach of Trust as defined in the Penal Code is as follows:

"Whoever, being in any manner entrusted with property or with property or with any dominion over property, dishonestly misappropriate or converts to his own use that 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 he has made touching the discharge of such trust, or willfully suffers any other person so to do, commit 'criminal breach of trust'".

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



**PAYMENT ON ACCOUNT**

In the event of the occurrence of a loss under this insurance, the Insurer would make payment on account in respect of such loss to the Insured if desired.

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

**VEHICLE LOAD CLAUSE**

In the event of any of the Insured's vehicles being 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.

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

**INTERNAL REMOVAL**

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

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

**HIRE PURCHASE**

It is hereby understood and agreed that the Company specified in the schedule (hereinafter referred to as the owners) are the owners of the property insured and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage. It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this Policy.

**Non-Cancellation Clause**

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

**LEASING ENDORSEMENT**

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

**Non-Cancellation Clause**

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

## SECTION 4 – Burglary

Now this section witnesseth that if at any time during the Period of Insurance as stated in the Schedule hereto the property or any part thereof described and included in the aforesaid proposal and in the said Schedule and belonging to the Insured or held by the Insured in trust or on commission and for which the Insured is responsible, whilst contained within the Premises as described in the said Declaration (which expression shall include the offices' connecting therewith but shall not include any garden or outbuilding or other appurtenances occupied by the Insured except as provided for herein), shall be lost by THEFT and BURGLARY but only if accompanied by actual forcible and violent breaking into or out of a building, or any attempt thereat or if there shall arise any DAMAGE to the said property or to the premises falling to be borne by the Insured as defined herein, which shall be due to any such Theft and Burglary or to any attempt thereat.

Then subject to such evidence being afforded by the Insured as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by Theft and Burglary as aforesaid, and subject also to the observance and fulfilment of the provisions and Conditions contained herein, and any Endorsements hereon, the Company shall pay or make good to the Insured such loss by payment, reinstatement, replacement or repair at the option of the Company to the extent of the intrinsic value of the property so Lost and such damage to the amount so sustained, but not exceeding in the case of the said property the sums insured thereon, nor exceeding in the whole Sum Insured in this Section as stated in the Schedule.

### EXCEPTIONS

The Company shall not be liable for any loss or damage:

1. Occasioned by any of the Insured's family, business staff or domestic servants, or any person lawfully on premises.
2. Occasioned by or happening through War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power or Riot Civil Commotion or loot, sack or pillage in connection therewith.
3. To property more specifically insured or (unless specially mentioned) to deeds, bonds, bills of exchange, promissory notes, money, stamps, documents of any kind, manuscripts, book of account, medals or coins.
4. If there be any other material change in the risk insured under this Policy or any change in the facts stated in the Proposal.
5. Arising outside the premises mentioned in the schedule.
6. (a) any property whatsoever or any loss or expense whatsoever resulting or arising therefrom of any consequential loss; or  
(b) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from ionizing radiations or contaminations 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.
7. The indemnity or compensation provided by this Section shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
8. 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 or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do, 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'".
9. 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.  
  
Criminal Breach of Trust is defined in the Penal Code as 'whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriate or converts to his own use that 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 he has made touching the discharge of such trust, or willfully suffers any other person so to do, commit 'Criminal Breach of trust'."
10. Loss of or damage arising whilst the premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid.

### CONDITIONS

1. The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing the premises.
2. Upon the happening of any event giving rise or likely to give rise to a claim under this Section:
  - (a) The Insured shall give immediate notice thereof in writing to the Company stating the circumstances of the case, and unless such

notice be received within six (6) weeks of the happening of such event the Company shall be under no liability for any loss or damage occurring in connection with such event. Further, the Insured shall immediately give notice of any loss or damage to the Police.

- (b) The Insured shall deliver to the Company within seven (7) days from the date on which the event shall have come to his knowledge, or within such further time as the Company may allow, a detailed statement in writing of the loss of damage sustained with an estimate of the intrinsic value of each article lost, and/or the amount of the damage sustained.
  - (c) The Insured shall furnish to the Company all such particulars and evidence, documentary or otherwise, and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim, to discover and punish the guilty person or persons, to trace and recover the property lost, and to recoup the Company, so far as may be, in respect of the amount they shall pay or be liable to pay under this Policy. The Company shall bear the expense of all such particulars, evidence, assurances and things as they may require with the above objects or any of them, other than those to substantiate the claim. If any claim be in any respect fraudulent, or any fraudulent devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefit thereunder and all monies paid in respect thereof shall be forfeited.
3. Upon payment of any claim for loss under this Section the property in respect of which the payment is made shall belong to the Company.
  4. All sums which may from time to time be paid by way of compensation to the Insured under this Section in any one year of insurance shall be accounted in diminution of the Sum Insured so that in case of subsequent loss or damage during the same year the total amount payable by the Company shall not in any case exceed the Sum Insured, unless reinstatement of the Sum Insured shall have been arranged and paid.
  5. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without written consent of the Company which shall be entitled if it so desires to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
  6. "Hold-up" shall mean theft accompanied by violence or threat of violence by anyone other than an employee of the Insured.

## **ENDORSEMENTS / CLAUSES / WARRANTIES**

### **BOOK-KEEPING ENDORSEMENT**

It is a condition precedent to the right of the Insured to recover under the within Policy, that in the event of a claim hereunder the Insured shall be able to produce to the Company in support of the claim the following record:

- (a) Record of all stocks held as the date of the last stocktaking prior to the date of the burglary in respect of which the claim is made.
- (b) Record of all goods taken into stock since the date of the last stocktaking. (This record must be supported by invoices).
- (c) Record of the detail-daily sales whether for cash or otherwise and any other transfers of stock since the date of the last stocktaking.

The foregoing provision shall not deter the Company from asking for any further information which it may consider necessary in the event of a claim being made under the Policy.

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

### **TEMPORARY REMOVAL CLAUSE**

The property insured under this policy is covered (limited to 10% of the sum insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the republic of Singapore or Malaysia. The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had that 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 recovering stock and merchandise of every description, nor, as regards losses occurring elsewhere that 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.

### **HIRE PURCHASE**

It is hereby understood and agreed that the Company specified in the schedule (hereinafter referred to as the owners) are the owners of the property insured and that such property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage. It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights, benefits and claims under this Policy.

### **Non-Cancellation Clause**

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

### **FIRST LOSS EXCLUDING AVERAGE CLAUSE**

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this section is issued as a First Loss Insurance on the property as described in the Schedule of this Policy up to an amount as specified in the schedule. It is further agreed that the condition of average shall not apply to this section of the Policy.

#### **INTERNAL REMOVAL CLAUSE**

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

#### **REINSTATEMENT OF LOSS**

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the 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.

#### **APPRAISEMENT**

If the aggregate claim for any loss does not exceed RM5, 000.00 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.

#### **DESIGNATION**

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

#### **CONTRACT PRICE**

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

#### **KEY CLAUSE**

It is hereby declared and agreed that the insurance by this section is extended to cover loss of or damage to the property insured following the use of key(s) to the showcase/cabinet/drawer/cupboard or any duplicate thereof belonging to the insured where such key(s) has been obtained by threat or violence from the insured.

Provided always that the showcase/cabinet/drawer/cupboard be kept locked except when in immediate use.

#### **LEASING ENDORSEMENT**

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

#### **Non-Cancellation Clause**

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

#### **LOSS DURING / AFTER FIRE OCCURRENCE CLAUSE**

It is hereby declared and agreed that this insurance covers loss by theft during or after occurrence of a fire, notwithstanding anything stated to the contrary in the printed conditions of the policy.

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

Loss, if any, payable to Mortgagee (Charge) as mentioned in the Schedule as interest may appear in 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 any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder, provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) 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 Policy 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 Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (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 on any other party or parties insured hereunder of from any securities or funds available.

#### **Non-Cancellation Clause**

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

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

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

- (a) 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 the exclusions below.

- (b) 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.
- (c) The willful act of any strike or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
- (d) 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.

## SECTION 5 – MONEY

The Company agrees subject to terms, exceptions, limits, conditions and memoranda contained herein or endorsed hereto to indemnify the Insured up to the respective amounts stated in the Schedule as the Limit of Any One Loss against;

1. loss of Money by any cause whatsoever occurring in the Situation during the Period of Insurance and
2. the cost of repair or replacement of the Safe or Strongroom not otherwise insured directly associated with any theft or attempted theft therefrom occurring during the Period of Insurance.

Provided that out of Business Hours the Safe or Strongroom whilst containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured who on leaving the premises shall remove the keys therefrom.

### EXCEPTIONS

This Policy does not cover:

1. any loss occasioned by or happening through strike, riot or civil commotion.
2. any loss due to or arising out of forged bank or currency notes.
3. shortages due to error or omission or shortages resulting from clerical or accounting errors or loss due to errors in receiving or paying out.
4. loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the employment of the insured.
5. loss from an unattended vehicle.
6. loss from any safe or strongroom opened by keys or by use of details of combination either of which has been left on the Insured's premises whilst closed for business.
7. any consequential loss whatsoever.
8. any loss or destruction of or damage or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include self-sustaining process of nuclear fission.
9. loss or destruction of or damage to money being sent by post.
10. loss of or damage arising whilst the premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule, unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid.
11. loss from a safe or strongroom following use of the safe or strongroom key or any duplicate thereof belonging to the Insured unless obtained by threat or by violence to any person.
12. loss of Money occurring on Premises which at the time are closed unless the Money is in a locked safe or strongroom or locked drawer.

### CONDITIONS

1. For the purposes of this Section the terms.
  - a) "Money" shall mean Coins, Bank and Currency Notes, Cheques, Money, Orders, Postal Orders, Unused Postage Stamps, and Revenue Stamps all belonging to the Insured or for which the Insured has accepted liability.
  - b) "Hold-up" shall mean theft accompanied by violence or threat of violence by anyone other than an employee of the Insured.
  - c) "Business Hours" shall mean the period during which the Insured's Premises are actually occupied for business purposes and during which the Insured or his employees entrusted with Money are in the Premises.
  - d) "Situation" shall mean
    - a) the Insured's business Premises
    - b) the direct Transit in the custody of the Insured or a responsible official or employee of the Insured within the Territorial Limits in the Schedule
2. The Insured shall take all reasonable precautions for the safety of Money.
3. The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all of any proceedings that they consider necessary for the purposes 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's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceedings.

4. The Insured shall take all ordinary and reasonable precautions for the safety of the property insured and shall as far as practicable make use of all means of securing the premises whilst such property is contained therein.
5. The Insured shall on becoming aware of any loss give immediate notice as soon as practicable but not later than seven (7) days to the Police and either himself take all needful steps for ascertaining the circumstances attending the loss and for recovery of the lost property and for providing for the future safeguarding of the property insured or appoint some responsible person with adequate authority to act on his behalf in the matters aforesaid.

#### **ENDORSEMENTS / CLAUSES / WARRANTIES**

##### **DAMAGE TO SAFE / CABINETS / DRAWERS / CASH REGISTER CLAUSE**

It is understood and agreed that the insurance by this Policy shall extend to include any loss and/or damage to any safe, cabinets, drawers or cash registers caused by burglary, housebreaking, hold-up and armed robbery, 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 Policy and that the total liability of the Company shall not exceed the limit of liability thereof. Extension provided under this clause shall include reinstatement of safe if same is beyond repair and the cost of removal of the damaged safe from the premises.

##### **KEY CLAUSE**

It is hereby declared and agreed that the insurance by this Policy is extended to cover loss of money and/or valuable abstracted from the safe / cabinet / drawers / cash registers following the use of key(s) or any duplicate thereof belonging to the Insured where such key(s) has been obtained by threats or violence from the Insured.

Provided always that the safe / cabinets / drawers / registers be kept locked except when in immediate use.

##### **THEFT BY DECEPTION (CHEATING) CLAUSE**

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

Cheating as defined in the Penal Code is as follows:

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver 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 was not so deceived, and which act or omission caused or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

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

##### **CRIMINAL BREACH OF TRUST CLAUSE**

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

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

"Whoever, being in any manner entrusted with property or with any dominion over Property, 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 or willfully suffers any other person so to do, commits criminal breach of trust."

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

## SECTION 6 – PLATE GLASS

If during the Period of Insurance there shall be a breakage (which for the purpose of this Section shall not include damage by scratches) of any of the glass in the Premises the Company will pay or make good to the Insured the intrinsic value of the Glass together with the cost of any necessary boarding up pending replacement subject to the Limit of Liability.

### EXCEPTIONS

This Policy does not cover:

1. breakage of the glass occasioned by or happening through fire or explosion or perils which can be insured under the Fire Policy.
2. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil commotion.
3. any consequences of typhoon, flood, hurricane, volcanic eruption, earthquake or other convulsion of nature.
4. any misdescription of the Glass and unless expressly stated all Glass shall be considered plain and of ordinary glazing quality and without embossing slivering lettering bending or ornamental work of any kind.
5. breakage of the Glass whilst not fixed.
6. the removal or replacement of any fittings or fixtures in order to replace the Glass.
7. loss destruction or damage directly or indirectly caused by or contributed to by or arising from
  - (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) nuclear weapons material.

### CONDITIONS

The Insured shall take all reasonable precautions to protect the glass including salvage glass and no liability shall attach under this Policy if any repair or alterations be made to the Premises containing the glass or if any alteration be made to the glass or in the occupancy of or trade carried on in the Premises unless such notice of any such repair or alteration be delivered in writing to the Company and the agreement thereto of the Company be signified by an endorsement hereon. The Company shall be entitled to any salvage glass resulting from breakage in respect of which a claim has been paid hereunder.

### CLAUSES

#### AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE

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

#### FIRST LOSS EXCLUDING AVERAGE CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this section of the Policy is issued as a First Loss Insurance on the property as described in the Schedule of this Policy up to an amount as specified in the schedule.

It is a condition of this insurance that the Insured shall advise the Company prior to each renewal date the maximum amount of property insured by this Section at any one time the preceding twelve months.



## SECTION 7 – PUBLIC LIABILITY

This Section witnessed that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against:-

1. All sums which the Insured shall become legally liable to pay for compensation in respect of

- (a) bodily injury to or illness of any person
- (b) loss of or damage to property

occurring within the Territorial Limit specified in the Schedule during the Period of Insurance as a result of an accident and happening or caused in connection with the business.

Business means:

- (i) the ownership, maintenance or use of the premises which are specified in the Schedule;
- (ii) operations of the Insured which are specified in the Schedule including related activities;
- (iii) the provision and management of canteen, social, sports and welfare organisations for the benefit employees;
- (iv) first aid, fire and ambulance services in relation to the above-mentioned premises and operations of employee; and
- (v) private work carried out by any employee of the Insured for any individual or organization qualifying as an Insured as specified in the Schedule.

With regards to directors or non-manual employees of the Insured who are normally resident within the Territorial Limits specified in the Schedule, the indemnity will extend to cover their activities within the scope of their duties whilst temporarily engaged elsewhere but excluding USA, its territories or possessions or Canada.

2. All costs and expenses of litigation

- (a) recovered by any claimant against the Insured
- (b) incurred with the written consent of the Company

in respect of a claim against the Insured for damages or compensation to which the indemnity expressed in this Section applies.

3. Bodily injury means death, injury, illness or disease of or to any person and property damage means actual and/or physical damage to tangible property.

4. Accident means a fortuitous event or circumstances which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure to substantially the same general harmful conditions arising out of the same fortuitous event of circumstances.

### LIMITS OF INDEMNITY

1. Provided always that the liability of the Company for damages or compensation and all costs and expenses of litigation in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not in the aggregate exceed the amount specified in the Schedule as the Limit of Indemnity per occurrence nor shall the liability in that aggregate in respect of all events occurring during the period of insurance exceed the amount specified in the Schedule as the Aggregate Limit of Indemnity for the Period of Insurance.

2. All bodily injury and property damage during the policy period resulting from an occurrence shall be deemed to have taken place wholly during the Period of Insurance in effect at the time of the commencement of the first of such bodily injury or property damage resulting from such occurrence.

### EXCLUSIONS

1. This insurance does not apply to:

- (a) Bodily injury or property damage arising out of deliberate, willful or intentional non-compliance with any statutory provisions or disregard of the Insured's technical or administrative management instructions relating to safety and prevention of accidents.
- (b) Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.
- (c) Bodily injury or, property damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular rising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- (d) Bodily injury or property damage arising out earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.

- (e) Bodily injury or property damage or any legal liability of any nature directly or indirectly caused by or contributed to or arising from:
  - (i) Ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof;
  - (iii) Any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling of nuclear or nuclear waste; or
  - (iv) Any other premises or facilities eligible for insurance by any local nuclear pool and/or association.

(f) Bodily injury or property damage for which the Insured is obligated to pay compensation by reason of the assumption of liability in a contract or agreement which liability would not attach in the absence of such contract or agreement.

(g) Any obligation of the Insured under laws relating to workmen's compensation, disability benefits, occupational injury or illness, unemployment compensation or any similar law.

(h) Bodily injury to an employee of the Insured or other person under contract of service or apprenticeship with the Insured arising out of and in the course of the relationship with the Insured or the Insured's own family.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity; and to any obligation to share compensation because of the injury.

(i) Bodily injury or property damage caused by or in connection with or arising from the ownership, possession or use by or on behalf of the Insured of any trailer or motor vehicle for which compulsory motor liability insurance is required to be taken. However, this exclusion does not apply to liability in respect of the loading, unloading or collection of goods on to or from such trailer or motor vehicle.

(j) Bodily injury or property damage arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to the Insured.

(k) Bodily injury or property damage arising out of the transportation of materials and/or hazardous/dangerous/noxious substance outside the Insured's premises.

(l) Bodily injury or property damage arising out of the rendering of or failure to render any service of a professional nature, including but not limited to, the rendering of or failure to render.

- (i) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith;
- (ii) Any service or treatment intended to be conducive to health;
- (iii) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliance;
- (iv) Professional services by architects, engineers, accountants, surveyors, lawyers, insurance agents or brokers; or
- (v) Data processing service

(m) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of pollutants, or any loss, cost or expense arising out of any direction of request, whether governmental or otherwise, that the Insured evaluate, test for, monitor, clean up, remove, control, treat, de-toxify or neutralize pollutants.

(n) Bodily injury or property damage arising out of abestiform talc, asbestos, diethylstilbestrol, dioxin, intra-uterine device, or any liability due to the effects of acquired immune deficiency syndrome or hepatitis B.

(o) Any liability arising out of loss of pure financial nature such as loss of goodwill or loss of market.

(p) Any liability arising out of all personal injuries such as libel, slander, defamation, false arrest, wrongful eviction, wrongful detention any mental injury anguish or shock resulting therefrom.

(q) Any liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.

(r) Any liability in respect of fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

(s) Property damage to Insured's product arising out of it or part of it.

Insured's product;

- (i) Means any goods or products, other than real property, manufactured, sold, handled distributed or disposed of by the Insured;  
Other trading under the insured's name; or a person or organization whose business or assets the insured has acquired;
- (ii) Means containers (other than motor vehicles), material, parts of equipment furnished in connection with such goods or products;

- (iii) Include warranties or representation made at any time with respect to the fitness, quality, durability or performance of any of the items included in the first two subdivisions of this section and instruction or advice on the nature, use or storage of the Insured's products provided by or on behalf of the Insured; and
  - (iv) Does not include vending machines or other property rented to or locked for the use of others but not sold.
- (t) Property damage to the Insured's work arising out of it or any part of it.
- Insured's work:
- (i) Means work or operations performed by or on behalf of the Insured;
  - (ii) Means materials, parts or equipment furnished in connection with such work or operations; and
  - (iii) Includes warranties or representations made at any time with respect to the fitness quality durability, or performance of any of the items include in (i) or (ii) above, and instructions or advice on the nature, use or storage of the Insured's work provided by or on behalf of the Insured.
- (u) Liability claimed for any loss, cost or expenses incurred by the Insured or others for the loss of use withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Insured's product, or the Insured's work; if such product or work is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (v) Bodily injury or property damage occurring away from the premises owned or rented by the Insured and arising out of the Insured's product or the Insured's work except:
- (i) Products are still in the Insured's physical possession; or
  - (ii) Work that has not yet been completed or abandoned.
- (w) Property damage to:
- (i) Property owned, rented or occupied by the Insured;
  - (ii) Premises the Insured sells, gives away or abandons, if the property damage arises out of any part of these premises;
  - (iii) Property loaned to the Insured;
  - (iv) Personal property being loaded or unloaded (onto or from any aircraft, watercraft or motor vehicle) by the Insured if the property damage arises out of the loading or unloading;
  - (v) That particular part of any property on, at or with which the Insured or any contractors or sub-contractors working directly or indirectly on the Insured's behalf are performing operations, if the property damage arises out of those operations; or
  - (vi) That particular part of any property that must be restored, repaired or replaced because the Insured's work was incorrectly performed on it.
  - (vii) Property damage to land, buildings or other structure caused by vibration, pile-driving, subsidence, or demolition or resulting from removal or weakening of support or claims arising in consequence of such property damage.
- (x) Any liability of contractors and/or sib-contractors and/or their employees, with or without the knowledge and/or consent of the Insured, unless in prior agreement between the Insured and The Company and specifically included or endorsed herein.
- (y) Any liability whatsoever arising directly or indirectly as a consequence of the willful or professional negligence of the Insured.
- (z) Work which is being undertaken or has been undertaken by the Insured to any watercraft, aircraft or thing made or intended to float on or in travel through water or space.

#### **PERSON INSURED**

1. The indemnity provided hereunder also extends to protect;
  - (i) Where the insured is an individual, the Insured and the Insured's spouse, but only with respect to the conduct of the Insured's business.
  - (ii) Where the Insured is a partnership or joint venture, the Insured's member, partners in the Insured partnership or joint venture, and their spouses but only with respect to the conduct of the Insured's business; or
  - (iii) Where the Insured is an organization other than a partnership or joint venture, the Insured's executive officers and directors but only with respect to their duties as the Insured's officers or directors. The insured' stockholders are also protected but only with respect to their liability as stockholders.

Provided however, that all such persons or parties shall observe, fulfil and be subject to the terms conditions and exclusions of this Policy as though they were the Insured.

2. Each of the following is also an Insured;
  - (i) The Insured's employees, other than the Insured's executive officers, but only for acts within the scope of their employment by the Insured. However, none of these employees is an Insured for;-
    - (a) Bodily injury to the Insured or to a co-employee while in the course of his or her employment; or

- (b) Bodily injury arising out of his or her providing or failing to provide professional health care; or
  - (c) Other professional services; or
  - (d) Property damage to property owned or occupied by or rented or loaned to that employee, any of the Insured's other employees or any of the Insured's partners or members in case of partnership or joint venture.
- (ii) Any person or organization having proper temporary custody of the Insured's property if the Insured dies, but only with respect to liability arising out of the maintenance or use of that property and until the Insured's legal representative has been appointed.
  - (iii) The Insured's legal representative if the Insured dies, but not only with respect to duties as such. That representative will have all the Insured's rights and duties under this Policy.
3. No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Insured in the Schedule.
  4. Each person or party indemnified hereunder is separately indemnified in respect of claims made against any of them by any other person or party (other than the name Insured) subject to the Company's total liability not exceeding the limits of Indemnity stated in the Schedule regardless of the number of:-
    - (i) Insureds;
    - (ii) Claims made or suits brought; or
    - (iii) Persons or organization making claims or bringing suits.

#### **INDEMNITY TO PRINCIPAL**

If any claim shall be made for bodily injury or property damage against any Principal with whom the Insured shall have entered into a contract, and if such claim would have been admissible under this Policy if made against the Insured direct, then in such a case the Company will subject to the limits, terms and conditions of this policy, indemnify the Principal against his legal liability for such claims provided that:

1. The Company shall retain solely the conduct and control of the claim, and
2. The Company shall not be liable to grant indemnity hereunder when the Principal has himself or by his employees or agents been guilty of any negligence or other default.

#### **CONDITIONS**

1. The Insured shall take all reasonable care to prevent accidents and shall maintain the premises, plant and everything used in the insured business in proper repair, employ only competent employees and comply with all statutory obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent, take reasonable action at its own expense to trace, recall, or modify any product containing such defect or danger, and take such additional precautions as the circumstances may require.
2. The Insured must notify the Company immediately of an occurrence which may result in a claim. Such notice should include:
  - (i) how, when and where the occurrence took place;
  - (ii) the names and address of any injured persons and witnesses; and
  - (iii) the nature and location of any injury or damage arising out of the occurrence.
3. The Insured must:
  - (i) Notify the Company of any impending prosecution, inquest or fatal accident inquiry;
  - (ii) Give fourteen (14) days' notice to the Company of any claim or suit brought against the Insured;
  - (iii) Immediately send the Company copies of any demand letter, writ, claim, process, notice, summons or legal paper received in connection with the claim or suit;
  - (iv) Retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a claim under this Policy for such time as the Company may reasonably require.
4. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. Upon the Company's request the Insured must:
  - (i) Authorize the Company to obtain records and other information;
  - (ii) Cooperate with the Company in the investigation, settlement or defence of the claim or suit; and
  - (iii) Assist the Company in the enforcement of any right against any person or organisation which may be liable to the Insured because of injury or damage to which this insurance may also apply.
5. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured, the defence of any claim and will have full discretion in the conduct of any Proceedings and in the settlement of any claim and having taken over the defence any claim, may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the Limits of Indemnity.

In the event that the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the

Company in the exercise of such right, will serve to modify or expand in any manner the Company's liability or obligations under this Policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

6. The Company may in the case of any claim or number of claims in respect of or arising out of any occurrence pay to the Insured the amount of the Company's applicable limit of indemnity or any lesser amount for which the claim or claims can be settled and the Company will thereafter be under no further liability in respect thereof.
7. The Company may examine the Insured's books and records in so far as they relate to this insurance at any time until three years after expiry of the policy or one year after the final settlement of all claims arising under the policy whichever be later. The Company may also at any time make an inspection or survey of the business without undertaking any responsibility to do so or as a consequence thereof.

## **CLAUSES**

### **CROSS LIABILITY CLAUSE**

The inclusion of more than one corporation, person, organization, firm or entity as a Named Insured in this policy shall not in any way affect the right of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgement made or brought by, or in favour of any other Named Insured, or by, in favour, of any employee of such other Insured. This Policy shall insure each corporation, person or organization, firm or entity in the same manner as though a separate policy had been issued to each; but nothing herein obtained shall operate to increase the Company's liability as set forth elsewhere in this policy beyond the amount for which the Company would have been liable if only one person or interest has been named as Insured.

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

### **GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE**

The Company shall not be liable for

- (a) personal injury or bodily financial loss or loss of, damage to, or loss of use of 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) in causes by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance.

For the purpose of this Clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, 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 the Policy.

### **FIRE & EXPLOSION ENDORSEMENT**

It is hereby declared and agreed that this policy is extended to indemnify the Insured in respect of all sums for which the Insured shall become legally liable to pay arising out of fire and explosions, but the indemnity expressed in this policy shall not however apply to nor include liability in respect of damage or injury caused by or in connection with or arising from the bursting of a boiler, economizer or other vessel, machine or apparatus where in internal pressure is due to steam only.

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

### **WORK AWAY RISKS CLAUSE**

The Policy is extended to include the Insured's liability as within defined in respect of accidents arising out of the engagement of the actual progress of work undertaken by the Insured or the persons in service of the Insured in course of the business within the territorial limits but away from the defined premises.

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

### **LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy provided that the amount of the claim is not hereby increased.

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

### **EMPLOYEES SPORT AND SOCIAL CLUB ACTIVITIES**

The word "Insured" shall include the committee and the members of any social or sport club operated for the benefits of the Insured's employees. The business of the Insured shall be deemed to include the activities of the said club.

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

### **CAR PARK ENDORSEMENT**

It is agreed and declared that the policy extends to indemnify the Insured for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any vehicle in the physical or legal control of the Insured where such bodily injury or damage to property occurs while such vehicle is in a car park owned or operated by the Insured.

Provided that the indemnity granted by this Endorsement does not apply in respect of:-

- (a) any liability in connection with
  - (i) any vehicle belonging to the Insured
  - (ii) any vehicle used by or behalf of the Insured independently of this operations as a car park owner or operator
- (b) any liability arising directly or indirectly out of or caused by or in connection with the servicing, repairing and/or maintenance of any vehicle.

Provided further that notwithstanding anything to the contrary contained in this or any other policy, the Insured shall not be entitled to indemnify by virtue of this endorsement if entitled to indemnify under any other policy.

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

### **ALTERATION AND REPAIRS CLAUSE**

It is hereby declared and agreed that workmen are allowed in or about the Insured's premises to carry out occasional minor alterations and repairs, but excluding all alterations and repairs undertaken under any expressed agreement and/or contract, without prejudice to the terms of this Policy.

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

### **FIRST AID FACILITIES CLAUSE**

It is agreed that insurance extends to cover the legal liability of the Named Insured, with respect of persons other than employees of the Named Insured, arising out of the rendering of necessary First Aid on the Premises described in the Policy.

Excluding liability for any act, omission or negligence of any employee or voluntary worker of any hospital or ambulance organization or of any member of the medical or nursing profession arising out of the rendering or failure to render services or treatment of any nature or in dispensing or furnishing of drugs or medical, dental or surgical supplies or appliances or in furnishing any food or beverage.

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

### **INDEMNITY TO DIRECTORS AND EXECUTIVES**

If any claim is made upon any Director and/or Executive of the Insured and the Claim is such that if made upon the Insured, the Insured would be entitled to indemnity under this Policy the Company will in the terms of and subject to the limitations of this policy indemnify the said Director and/or Executive of the Insured in respect of such claim.

Provided that:

- (a) such Director and/or Executive is not entitled to indemnify under any other Policy or Policies.
- (b) the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out and such person's employment or service with the Director and/or Executive.
- (c) such Director and/or Executive shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, limits and conditions of this policy so far as they can apply.
- (d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the schedule under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

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

### **PRIVATE WORK DONE FOR DIRECTORS AND EXECUTIVES**

This Policy is extended to indemnify the Insured and any Director and/or Executive of the Insured in respect of the employment on private duties of any employee of the Insured by such Director and/or Executive.

- (a) such Director and/or Executive is not entitled to indemnify under any other Policy or Policies.
- (b) the extension by this Endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive or where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- (c) such Director and/or Executive shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions, limits and conditions of this policy in so far as they can apply.
- (d) the extension by this Endorsement shall not operate to increase the Company's liability as set forth in the Schedule under the heading of Limit of Indemnity beyond the amount or amounts for which the Company be liable if the Policy were not so extended.

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

### **LOADING AND UNLOADING CLAUSE**

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriageway or thoroughfare in connection with:-

- (a) The bringing of the load to such vehicle for loading thereon; or
- (b) The taking away of the load from such vehicle after unloading therefrom.

By any person other than the driver or attendant of such vehicle.

PROVIDED ALWAYS THAT the liability of the Company under this policy and clause 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 this Policy.

Also provided always that such persons performing the loading or unloading are not entitled to indemnity in any other policy or policies.

#### **LIFT AND ESCALATOR ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to cover accidental bodily injury to any person whilst entering or leaving any lift or escalator caused by the fault or negligence of the Insured or of any person in the Insured's trade or business as described in the Schedule or by any defect in the Machinery Plant or Appliances in connection with the said lift or escalator.

#### **NEON SIGNS AND SIGNBOARDS CLAUSE**

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the insured arising out of accidents caused by or through the Neon Signs and Signboards installation the property of the Insured.

Warranted that the Insured shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the neon signs and signboards installations are kept in a 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 for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Company.

So far as is reasonably practicable no alterations or repair shall without the consent of the Company be made to the said Neon Signs and Signboards after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting same.

PROVIDED ALWAYS THAT the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss or damage to property shall not in any way exceed the Limit of Indemnity specified in this Policy.

#### **FOOD AND DRINK POISONING CLAUSE**

This Policy extends to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the situation named in the Schedule.

Provided that:

1. For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
2. The liability of the company shall not exceed the amount specified in the Schedule of the Policy as the Limit of Indemnity.
3. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition or after the expiry of their shelf life and to ensure that the same are free from contamination and fit for human consumption.
4. The food or drink is not of the kind manufactured for sale by the Insured.

#### **SOCIAL ACTIVITIES ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for bodily injury and property damage as within defined in this Policy caused by or arising out of and in connection with any social, recreational or welfare activities organized, supervised and managed by the Insured for its invited participants, including employees, their families and friends anywhere in Singapore and Malaysia.

The word "Insured" whenever appearing includes as an Insured any person who is a member of the organizing or management committee for such social, recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this Policy is also extended to apply to occurrences during the Policy period caused by arising out of and in connection with drinks, beverages or food served by the Insured during such social, recreational or welfare activities.

#### **TENANTS LIABILITY CLAUSE**

It is hereby declared and agreed that notwithstanding anything in Exception 1(a) and 1(b), this Section extends to cover legal liability of the Insured in respect of damage caused by or resulting from fire and explosion.

- (a) to any building or part thereof not belonging to but whilst under the occupation of the Insured.
- (b) to the contents of the aforesaid buildings or part thereof not belonging to but in the charge or under the control of the Insured but in no case is the Insured's legal liability as Bailee is included.

Subject otherwise to the terms exceptions and condition of the policy.

#### **JURISDICTION CLAUSE**

Indemnity provided herein shall not apply to:

- (a) Compensation for damages in respect of judgement delivered or obtained in the first instance otherwise than by a Court of Competent Jurisdiction within Malaysia.

(b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

**WORKAWAY RISKS**

It is hereby declared and agreed that this Section extends to cover legal liability in respect of accidents arising out of the engagement of the actual progress of works undertaken by the Insured or person in the service of the insured in the course of the Business within the Territorial Limits but away from the defined premises.

**NON-OWNED VEHICLE LIABILITY**

This policy shall indemnify the Insured in respect of liability hereby insured arising from any accident involving vehicles not owned by the Insured arising from any accident involving vehicles not owned by the Insured or not hired to the Insured under a Hire Purchase Agreement used in connection with the Insured's Business.

Provided always that there shall be no liability in respect of any damage to:

- (a) the vehicle referred to herein;
- (b) any bridge, road or other platform due to the weight of or vibration from the vehicle.

**MOTOR CONTINGENT LIABILITY**

It is hereby declared and agreed this Policy is extended to cover the Insured's legal liability to third party/ies for bodily injury and property damage arising out of the usage of non-owned and hired automobiles by the Insured in the course of their Business provided that such liability is not already insured by any other Policy.

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



## SECTION 8 – EMPLOYER'S LIABILITY

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury 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.

The Company will subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as Terms of section) indemnify the Insured against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Section in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this section in so far as they can apply.

### EXCEPTIONS

The Company shall not be liable in respect of

1. The Insured's liability to employees of contractors for 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 Geographical Area
5. Any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any Workmen's Compensation Law
6. Any injury by accident or disease attributable to war invasion to act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection or military or usurped power
7. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) nuclear weapons material
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission

### CONDITIONS

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 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 employees together with the amount of wages salary and other earnings shall be property recorded and the Insured shall at all times allow the Company to inspect such records.
4. The Company may examine the Insured's book and records in so far as they relate to this insurance at any time until three years after expiry of the policy or one year after the final settlement of all claims arising under the policy whichever be later. The Company may also at any time make an inspection or survey of the business without undertaking any responsibility to do so or as a consequence thereof.
5. The Insured shall take all reasonable care to prevent accidents and shall maintains the premises, plant and everything used in the insured business in proper repair, employ only competent employees and comply with all statutory obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent, take reasonable action at its own expense to trace, recall, or modify any product containing such defect or danger, and take such additional precautions as the circumstances may require.
- 6.

### CLAUSES

#### Common Law Liability (Limit: RM1, 000,000)

It is hereby declared and agreed that this Section indemnifies the Insured against all sums for which insured shall be liable at Common Law up to a maximum limit of RM1, 000,000 any one accident and in the aggregate RM10,000,000 during the period of insurance as compensation for personal injuries sustained by one or more employees in any one accident or occurrence. The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

#### **JURISDICTION CLAUSE**

Notwithstanding anything contained herein to the contrary it is a condition precedent to liability hereon that the indemnity provided herein shall not apply to:-

- (i) Loss arising or determined by judgements delivered or obtained otherwise than by a court of competent jurisdiction within Malaysia, Singapore and Brunei.
- (ii) Costs and expenses of litigation which are not incurred in and recoverable in the territory specified in (i) above.

#### **WORK AWAY RISKS CLAUSE**

The Policy is extended to include the Insured's liability as within defined in respect of accident to the employees of the Insured covered under this Policy whilst temporarily working outside Malaysia and arising out of and in the course of the Business of the Insured.

#### **EMPLOYEES TO EMPLOYEES CLAUSE**

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the period of insurance and arising out of and in the course of this employment by the Insured in the Business stated in the Schedule the Company will at the request of the Insured indemnify any other employee of the Insured engaged in such Business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnify shall as though he were the Insured observe fulfill and be subject to the terms of this Policy insofar of this Policy insofar as they can apply.

## SECTION 9 – FIDELITY GUARANTEE

**THIS SECTION WITNESSETH** that if during the Period of Insurance the Insured shall sustain any loss of monies or goods belonging to them or for which they are responsible as the result of any act of FRAUD OR DISHONESTY (hereinafter called "the acts insured against") committed by any Employee described in the Schedule whilst employed in any such capacity as may appear in the Schedule during the said Period of Insurance the Insurers will make good to the Insured any loss which the Insured shall thereby directly sustain after deduction of all salary commission monies or assets the property of the Employee that may be in or come into the hands or under the controls of the Insured up to an amount not exceeding for all the facts insured against committed by any one or more of the Employees during the whole period of the subsistence of this Policy the Total Amount Insured shown in the Schedule.

### Provided that

1. the act insured against are discovered not later than six (6) months after the resignation, dismissal, retirement or death of the Employee nor later than six (6) months after the termination of this cover whichever be the earlier.
2. immediately after receipt of notice by the Insurers of an act insured against committed by an employee the Insurer's liability in respect of the remaining Employees shall be reduced by the amount of the loss thus sustained but the Insured's having undertaken to pay on demand an appropriate additional premium the Insurer's agree to reinstate that Total Amount insured it being understood and agreed that the amount of such reinstatement shall only be available for claims in respect of act insured against committed subsequently to the date of reinstatement.
3. The term "Employee" shall mean any Employee of the Employer whether executive manual or clerical but it is expressly understood and agreed that persons remunerated solely by commission are specifically excluded from the cover provided by this Policy.

### CONDITIONS

1. The Company shall not be liable
  - (a) if any suppression or misstatement of any act affecting the risk of the Insurers be made at the time of effecting this Policy or subsequently; or
  - (b) if the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any of the Employees at any one time shall not be observed and put in practice on the part of the Insured in accordance with the said proposal; or
  - (c) in respect of any loss due to an act insured against committed subsequently to the date upon which knowledge of any previous acts insured against committed by the same Employee shall have come to the Insured or to any representative of the Insured to whom is entrusted the duty of superintendence over such Employee.
2. The Insured shall give notice in writing to the Insurers of any act insured against or of reasonable cause for suspicion thereof committed by an Employee immediately after the matter shall have come to the knowledge of the Insured or the Insured's representative as aforesaid stating the manner in which the act has been committed the nature and extent of the loss so far as then ascertained and the last known address of the Employee.
3. Every claim under this Section shall be lodged with the Insurer's within two months after the date of such notice (failing which no claim shall be sustainable under this Section) accompanied by full particulars and proofs satisfactory to the Insurers of the loss (verified if the Insurers shall so require by statutory declaration) and when any loss has been made good and satisfied by the Insurers this Section so far as regards the defaulting Employee shall wholly cease and terminate as to any further obligations of the Insurers.
4. The Insured shall supply the Insurers at the renewal date of the Section with a statement indicating the number of employees in each employment category for the purpose of calculating the premium for the following year.
5. In the event of any claim hereunder the Insured shall be required to identify by name the Employee who has committed the acts insured against giving rise to the loss which is the subject of such claim.
6. The Company shall be entitled at their own expense and for their own benefit in the name of the Insured or otherwise to prosecute all claims and exercise all rights of action competent to the Insured against any of the Employees in respect of any acts insured against in connection with which the Insurers may have made a payment under this Section and the Insured shall give to the Insurers all such information and assistance as may be reasonably required for maintaining any such claims or rights. The Insurers waive their rights to any recovery (excluding any counter security taken by the Insurers) made by the Insured or themselves up to the amount by which the loss sustained by the Insured exceeds the amount for which the Insurers are liable under this Section.
7. The Insured shall if required by the Company give information and furnish evidence to the Criminal Authorities of any act Insured against committed or supposed to have been committed by any of the Employee in consequence of which a claim may be made under this Section and the Insured shall if so required by the Insurers forthwith prosecute the Employee for such acts subject to the payment by the Insurers in the event of a conviction of all expenses necessarily incurred by the Insured in such prosecution.
8. The Company shall only be liable to contribute pro rata with any other guarantee whether by Section or otherwise held by the Insured whether such guarantee be now held by the Insured or be hereafter taken or acquired and the Insured shall be bound to advise the Insurers of every such guarantee and of any limitation discharge or termination thereof.

## **ENDORSEMENT / CLAUSES / WARRANTIES**

### **AUDITORS'S AND ACCOUNTANT'S FEES**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under any conditions of this Section of the Policy for the purpose of investigation or verifying any claim hereunder may be produce 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.

The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of any condition of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the limits of liability under this Section.

### **SUBSTITUTE EMPLOYEES**

The indemnity granted hereunder is extended to apply in respect of any member of permanent staff of the Employer whilst acting on the Employer's instruction as the substitute of an Employee leaves services of the Employer, during any one period of insurance provided that:-

- (a) the precaution and checking of accounts referred to in this Section insofar as they apply to the named employee shall be fulfilled and maintained in respect of the substitute for such named employee.
- (b) Insurer's maximum liability in respect of the named employee together with or in respect of any person who if his/her liability shall not exceed in the aggregate the amount specified in the Schedule in respect of such employee.
- (c) At the commencement of any renewal period of insurance the Employer will furnish to the Insurers a statement of any permanent alterations to the Schedule of named employees guaranteed under the Policy.

### **RECOVERIES OF LOSS**

It is hereby declared and agreed that in the event of loss the amount of guarantee insured by this Section is inadequate the recovery made by the Insured or the Company will be used to effect the Insured's uninsured loss and any balance remaining will accrue to the Company.

### **LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES**

If loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employees causing such loss the Insured shall nevertheless have the benefit of this guarantee provided that the evidence submitted reasonably (in the case of inventory shortage conclusively) established that the loss was in fact due to the said Employees and provided further that the aggregate liability of the Company for such loss shall not exceed the amount stated in the Schedule of this guarantee and further provided that such an Employee is within the designation of the categories of Employees as stated in the Schedule.

### **MEMO – FOR MOTOR DEALERS**

The term "Employee" shall mean any employee of the employer whether executive manual or clerical including persons remunerated solely by commission and/or performance incentive scheme.

## SECTION 10 – GROUP PERSONAL ACCIDENT

**THIS SECTION WITNESSETH** that if the Insured Person shall sustain any bodily injury or death being the events described in the Table of Benefits caused solely and directly by accidental means at any time during the Period of Insurance stated herein or during any further period for which the Company may accept payment for the renewal hereof, the Company shall pay the Insured Person or in the event of death of the Insured Person to his nominee as executor according to the direction of the nomination and/or trustee of the trust created over such nomination in accordance with Section 166 of the Financial Services Act, 2013 and/or the assignee, as the case may be, the Compensation specified in the Table of Benefits if any of the aforesaid shall happen.

This Policy provides 24 hours world-wide cover including bodily injury caused directly or indirectly by murder and assault and bodily injury caused directly by Fire, Hijacking, Strike, Riot, Civil Commotion, travelling by air as passenger in any licensed passenger carrying aircraft on schedule or unscheduled flights and whilst engaging or participating in any sport on an amateur basis excluding those specified under Exclusion 6 of the Policy.

This Policy also extends to cover accidental death, loss or disablement directly or indirectly caused by intoxicating liquor, gas inhalation, electrocution, drowning, food and drinks poisoning, harmful insects (excluding mosquitoes), snakes and animal bites but always excluding death, disablement from effects of diseases or illness caused by or arising from any such bite and natural perils such as earthquake, windstorm, volcanic eruption, flood, lightning, tidal wave, hurricane, cyclone and typhoon.

### EXCLUSION

This Policy shall not cover death or disablement directly or indirectly caused:-

1. By war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
2. By martial law or state of siege or any of the events or caused which determine the proclamation or maintenance of martial law or state of siege.
3. By any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de factor Government or to the influencing of it by terrorism or violence
4. By fits, hernia, illness or any kind of venereal disease infection or parasites including those relating to the Acquired Immune Deficiency Syndrome(AIDS), pregnancy, childbirth, miscarriage, confinement or any complication thereof, intoxication of drugs, suicide or attempted suicide (whether felonious or not), provoked assault, self -inflicted injury, judicial pronouncement, unlawful act on the part of the Insured Person or wilful exposure of the Insured Person to unnecessary danger in an attempt to save human life.
5. While the Insured Person is in state of unsound mind.
6. While the Insured Person is engaging in Mountaineering requiring ropes or guides, rock climbing, steeple chasing, polo any kind of motor race driving, private flying and/or as an active member of air crew, aeronautic sports, parachuting, parasailing or hand gliding, bungee jumping, horse riding, hunting, yachting, water skiing, scuba diving, ice or winter sport of any kind , boxing wrestling and training or performing any form of martial arts acrobatics or similar kind of body-contact sports unless previous consent of the Company has been obtained and the Policy has been endorsed accordingly. In any event whatsoever any person engaging or participating in any sport on a professional basis, will not be covered under the Policy
7. The Insured Person being in or upon or entering or descending from Aircraft of any kind or caused by or resulting from a descent of fall from such Aircraft except in respect of the Insured Person's journey as a ticket-holding passenger over established air routes in fully licensed standard type aircraft owned by and/or operated by a recognised Air Line. For the purpose of this Exclusion, the Insured Person would not be covered if he is involved in any other technical operation or navigation whilst in the aircraft
8. By or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. By or arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
10. By Pre-existing physical or mental defects, diseases or illness caused by harmful insect, mosquitos, snake or animal bites, and death from drugs.

### CONDITION

1. On the happening of any event which may give rise to a claim under the Policy the Insured Person shall within two (2) months be attended by a duly qualified and registered medical practitioner and shall within seven (7) days upon demand thereof shall supply to the Company by and at the expense of the Insured Person a written report by such practitioner stating in the event of injury the nature and extent of the injury received and particulars of any operation performed or likely to be performed and generally all other such particulars concerning such injury as the Company may reasonably require. The Insured Person shall submit the medical and surgical treatment (including any operation) which the Medical Advisers of the Insured Person may consider necessary. The Insured Person shall after the happening of any event as aforesaid at all reasonable times submit to medical examination by a duly qualified and registered medical practitioner appointed by the Company and in the event of death the Company shall be entitled at their own expense of a post-mortem examination by or in the presence of such medical practitioner appointed as aforesaid.

2. It is hereby agreed that the Insured Person is between the ages of 18 and 60 years at the date of their inception and is free from physical defects and in normal health.

## QUALIFICATION

Benefits are only payable where the death or loss occurs or the disablement commences within twelve calendar months of the accident.

## THIS POLICY IS ENDORSED WITH

### 1. PAYMENT OF BENEFITS CLAUSE

The nominee is named in this Policy at the request of the Insured Person and is not a party to this contract. Payment of any compensation under this Policy to the nominee shall be according to the nomination and/or trust and/or assignment, as may be applicable, in accordance with the requirement of the Financial Services Act, 2013.

In the event no nomination is made and the Company is called upon to pay compensation on this Policy under section 169(2) (a) of the Financial Services Act, 2013, the Company shall pay at its discretion and any such payment will effectively discharge the Company of all subsequent claims and liabilities.

SCALE OF BENEFITS		
	Coverage	Benefits
1.	Death	RM30,000.00
2.	Permanent Disablement resulting in;	Financial compensation based on the following percentage of RM30,000.00
*	Loss of two limbs	- 100%
*	Loss of both hands, or of all fingers and both thumbs	- 100%
*	Total paralysis	- 100%
*	Total insanity	- 100%
*	Injuries resulting in being permanently bedridden	- 100%
*	Any other injury causing permanent total disablement from engaging in or attending to employment or occupation of any and every kind.	- 100%
*	Loss of arm at shoulder	- 100%
*	Loss of arm between shoulder and elbow	- 100%
*	Loss of arm at elbow	- 100%
*	Loss of arm between elbow and wrist	- 100%
*	Loss of hand at wrist	- 100%
*	Loss of leg	- 100%
*	Eyes: Loss of	- 100%
*	Loss of four fingers and thumb of one hand	- 50%
*	Loss of four fingers	- 50%
*	Loss of thumb	- 40%
*	Loss of index finger	- 25%
*	Loss of middle finger	- 10%
*	Loss of ring finger	- 10%
*	Loss of little finger	- 8%
*	Loss of metacarpals	- 4%
*	Loss of toes	- 6%
	- At hip	- 4%
	- Between knee and hip	- 2%
	- Below knee	- 2%
	- Whole eye	- 5%
	- All sight in one eye	- 5%
	- Sight of, except perception of light	- 5%
	- Lens of one eye	- 5%
	- Both phalanges	- 25%
	- One phalanx	- 10%
	- Three phalanges	- 10%
	- Two phalanges	- 8%
	- One phalanx	- 4%
	- Three phalanges	- 6%
	- Two phalanges	- 4%
	- One phalanx	- 2%
	- Three phalanges	- 5%
	- Two phalanges	- 4%
	- One phalanx	- 2%
	- Three phalanges	- 4%
	- Two phalanges	- 3%
	- One phalanx	- 2%
	- First or second (additional)	- 3%
	- Third, fourth or fifth (additional)	- 2%
	- All	- 15%
	- Great, both phalanges	- 5%
	- Great, one phalanx other than great – if more than one toe lost, each	- 2%

Definition: "Insured" shall mean a Corporate Body to whom this policy has been issued.

"Insured Person" shall mean the employee(s) of the Insured.

## SECTION 11 - TERRORISM

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching to and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism or Sabotage, as herein defined.

For the purpose of this Insurance, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

For the purpose of this Insurance, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### LOSSES EXCLUDED

This Policy does not insure against:

1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
3. Loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage.
4. Loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Insured of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
7. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
8. Any fine or penalty or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person.
9. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
10. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
11. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
12. Loss or damage caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage.
13. Any consequential loss or damage by any other ensuing cause, except where such ensuing cause is not otherwise excluded by this Policy and is directly caused by an Act or series of Acts of Terrorism or Sabotage or except where by the addition of Gross Profit and Loss of Rental Income coverage to this Policy, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.
14. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
15. Loss or increased cost as a result of threat or hoax.
16. Loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny.
17. Loss or damage caused by mysterious disappearance or unexplained loss.
18. Loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

### PROPERTY EXCLUDED

This Policy does not cover physical loss or physical damage to:

1. Land or land values.
2. Power transmission, feeder lines or pipelines not on the Insured's premises.

3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the property is intended to be unoccupied in its normal operations.
4. Aircraft or any other aerial device, or watercraft.
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property insured herein at the time of its damage.
6. Animals, plants and living things of all types.
7. Property in transit not on the Insured's premises.

## CONDITIONS

### 1. **JOINT INSUREDS**

The Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule. The Underwriters shall have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

### 2. **OTHER INSURANCE**

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

### 3. **SITUATION**

This Policy insures property located at the addresses stated in the Schedule.

### 4. **SUM INSURED**

The Underwriters hereon shall not be liable for more than the sum insured stated in the Schedule in respect of each occurrence and in the Policy aggregate.

### 5. **DEDUCTIBLE**

Each occurrence shall be adjusted separately and from each such amount the sum stated in the Schedule shall be deducted.

### 6. **OCCURRENCE**

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence"

shall be limited to all losses sustained by the Insured at the property insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

### 7. **DEBRIS REMOVAL**

This Policy also covers, within the sum insured, expenses incurred in the removal from the insured location of debris of property stated in the Schedule damaged by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

### 8. **DUE DILIGENCE**

The Insured (or any of the Insured's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

### 9. **PROTECTION MAINTENANCE**

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Policy and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Underwriters without their consent.

### 10. **VALUATION**

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;

Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;

If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Policy.

The Underwriters' liability for loss under this Policy shall not exceed the smallest of the following amounts:

The Policy limit applicable to the destroyed or damaged property,

The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,



The amount actually and necessarily expended in replacing said property or any part thereof.

The Underwriters will normally expect the Insured to carry out repair or replacement of the insured property, but if the Insured and the Underwriters agree that it is not practicable or reasonable to do this, the Underwriters will pay the Insured an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The Underwriters will only pay the Insured up to the Sum Insured shown in the Schedule.

**11. INCORRECT DECLARATION PENALTY**

If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Insured shall co-insure for the balance.

**12. NOTIFICATION OF CLAIMS**

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to the Underwriters and or the Broker, named for that purpose in the Schedule, who is to advise the Underwriters within seven (7) days of such knowledge of any occurrence and it is a condition precedent to the liability of Underwriters that such notification is given by the Insured as provided for by this Policy.

If the Insured makes a claim under this Insurance he must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. If required by the Underwriters, the Insured must submit to examination under oath by any person designated by the Underwriters.

**13. PROOF OF LOSS**

The Insured shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Underwriters) stating the time, place and cause of loss, the interest of the Insured and all others in the property, the sound value thereof and the amount of loss or damage thereto.

If the Underwriters have not received such proof of loss within two years of the expiry date of this Policy, they shall be discharged from all liability hereunder.

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

**14. SUBROGATION**

Any release from liability entered into in writing by the Insured prior to loss hereunder shall not affect this Policy or the right of the Insured to recover hereunder. The right of subrogation against any of the Insured's subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's right of recovery therefor. The Insured shall execute all papers required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The Underwriters will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- (i) Any interest, (including the Insured's), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);
- (ii) Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;
- (iii) The remaining balance, if any, shall inure to the benefit of the Insured, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self-insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

**15. SALVAGE AND RECOVERIES**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

**16. FALSE OR FRAUDULENT CLAIMS**

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims and benefit hereunder shall be forfeited.

**17. MISREPRESENTATION**

If the Insured has concealed or misrepresented any material fact or circumstance relating to this Insurance, this Insurance shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

**18. ABANDONMENT**

There shall be no abandonment to the Underwriters of any property.

**19. INSPECTION AND AUDIT**

The Underwriters or their agents shall be permitted but not obligated to inspect the Insured's property at any time. Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe.

The Underwriters may examine and audit the Insured's books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

**20. ASSIGNMENT**

Assignment or transfer of this Policy shall not be valid except with the prior written consent of the Underwriters.

21. **RIGHTS OF THIRD PARTIES EXCLUSION**

This Policy is effected solely between the Insured and the Underwriters.

This Policy shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Policy.

This clause shall not affect the rights of the Insured.

22. **CANCELLATION**

This Policy shall be non-cancellable by the Underwriters or the Insured except in the event of non-payment of premium where the Underwriters may cancel the Policy at their discretion.

In the event of non-payment of premium this Policy may be cancelled by or on behalf of the Underwriters by delivery to the Insured or by mailing to the Insured or the Broker by registered, certified, or other first class mail, at the Insured's address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

23. **ARBITRATION**

If the Insured and Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two (2) chosen shall before commencing the arbitration select a competent and disinterested umpire.

The arbitrators together shall determine such matters in which the Insured and Underwriters shall so fail to agree and shall make an award thereon and the award in writing of any two (2), duly verified, shall determine the same, and if they fail to agree, they will submit their differences to the umpire.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

24. **LEGAL ACTION AGAINST UNDERWRITERS**

No one may bring a legal action against Underwriters unless:

There has been full compliance by the Insured with all of the terms of this Policy; and

The action is brought within two (2) years after the expiry or cancellation of this Policy.

26. **MATERIAL CHANGES**

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Insurance.

27. **EXPERTS FEES**

This Insurance includes, within the sum insured, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Policy.

## SECTION 12 – COMMERCIAL LEGAL EXPENSES

This Policy is a contract between **You** (named in the **Insurance Schedule**) and **Liberty General Insurance Berhad** *formerly known as AmGeneral Insurance Berhad* 197801007153(44191-P) (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Insurance Schedule** has been paid in the required manner, **We** shall provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Insurance Schedule** during the **Period of Insurance**.

### Important Information

This document, the **Insurance Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents as soon as practicable to the Insurance Intermediary who arranged this **Policy** on your behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify **Your** Insurance Intermediary as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

### Information That You Provide to Us

**We** are relying upon the information **You** provide to **Us**, either directly or through **Your** Insurance Intermediary, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify **Your** Insurance Intermediary that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **We** might, for example:

- Treat this **Policy** as if it never existed and return **Your** premium paid; or
- Cancel this **Policy** and refuse to pay any **Claim**; or
- Revise the premium; or
- Charge an additional premium or not pay a **Claim** in full.

**We** will write to **You** via **Your** Insurance Intermediary if **We** are going to treat this **Policy** as if it never existed or need to amend the terms of **Your Policy**.

### How to Make a Claim

If **You** need to notify a **Claim** or possible **Claim**, **You** should contact **Our** Claims Department as soon as practicable but no later than 30 days after **You** become aware of a cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Tel: +603 2268 3333

Email: [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my) / [nonmotorclaims@libertyinsurance.com.my](mailto:nonmotorclaims@libertyinsurance.com.my)

Post: Claims Department (Non-Motor)  
Liberty General Insurance Berhad  
Liberty Insurance Tower, CT9,  
Pavilion Damansara Heights,  
3, Jalan Damanlela, Pusat Bandar Damansara,  
50490 Kuala Lumpur.

**You** should provide **Your** Policy Number (which is listed on the **Insurance Schedule**) and brief details of the circumstances. **We** will promptly send **You** a Claim Form for completion once contact is made and this must be returned to **Us** as soon as practicable.

If **You** encounter any issues with this process, **You** should contact **Your** Insurance Intermediary who sold **You** this **Policy** (whose contact details will appear on their correspondence sent to **You**). **Your** Insurance Intermediary will be able to assist **You** with making the claim and any further issues that may arise.

### Fraudulent Claims

If **You** or any other person acting on **Your** behalf make any request for payment under this **Policy** knowing it to be fraudulent or false through concealment, misstatement or deliberative provision of false information, in any respect or if **You** ought reasonably in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to any dispute or legal proceedings for which **Legal Expenses** cover under this **Policy** is being requested, then **We** will cancel this **Policy** and not refund any premium to **You**. **We** shall be entitled to recover any **Legal Expenses** previously paid that were fraudulent or false.

### Cancellation

**You** may cancel this **Policy** at any time by providing **Us** with written notice, either directly or through **Your** Insurance Intermediary who arranged this **Policy** for **You**. If **You** have not made a **Claim**, **We** will refund the premium **You** have paid to **Us** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**.

**We** may cancel this **Policy** by giving thirty (30) days written notice to **You** at **Your** last known address and to **Your** Insurance Intermediary. **We** will only do this for a valid reason, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that **We** are no longer able to provide **You** with insurance cover; or
- If **You** are placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any these purposes

If this **Policy** is cancelled for any reason, then, **We** will refund the premium **You** have paid to **Your** Insurance Intermediary less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**, provided that **You** have not made a **Claim**.

### Complaints and Compensation

**We** are dedicated to providing **You** with an excellent service and **Our** wish is to ensure that all aspects of **Your** insurance are dealt with promptly, fairly and efficiently at all times. If **You** feel that **We** have not offered a first class service or **You** have any questions or concerns about this **Policy** or the handling of **Your** claim, in the first instance please contact:

Tel: 1 300 88 8990  
Email: [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Post: Compliance Department  
Liberty General Insurance Berhad  
Liberty Insurance Tower, CT9  
3, Jalan Damanlela,  
Pusat Bandar Damansara,  
50490 Kuala Lumpur.

### Telephone Legal Advice

**You** have access to commercial legal advice by calling the Liberty Legal Advice Line telephone number specified in the **Insurance Schedule** and quoting your **Policy** Number shown in the **Insurance Schedule**. Please note the advice service is limited to general business telephone legal advice only and does not include the review or drafting of any documentation.

**You** should seek legal advice from the Liberty Legal Advice Line:

- prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
- prior to dismissal of an **Employee**;
- prior to notifying an **Employee** of their intended retirement date or prior to retiring an **Employee**;
- prior to instituting a redundancy programme and prior to making an **Employee** redundant;
- upon notification formally or informally of a grievance from an **Employee** or **ex-Employee**;
- upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
- prior to any actual or proposed variation of the terms and conditions of employment that an **Employee** could reasonably consider to be adverse (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration);
- as soon as practicable if an **Employee** leaves their employment with or without written notice;
- upon receipt of an appeal from an **Employee** or **ex-Employee** against a decision made by a Court, tribunal or other similar body.

Failure to seek advice will not invalidate **Your** insurance coverage under this **Policy**, but could decrease **Your** prospects of a successful defence in any subsequent dispute or legal proceedings and **Your** ability to make a **Claim**.

Usage of the Liberty Legal Advice Line does constitute a **Claim** under this **Policy**. **Claims** cannot be notified through this service. If **You** need to notify a **Claim**, **You** must do so using the details on page 70 under "How to make a Claim".

### Call recording

In the interest of monitoring the quality of advice and service, and where appropriate to ensure compliance with the terms and conditions under this **Policy**, conversations may be recorded. **You** agree that in all circumstances **We** have **Your** express permission to listen to any of these recordings and expressly authorise the Telephone Adviser to provide these recordings to **Our** Claims and Underwriting departments.

### Definitions – Words with Specific Meanings

Wherever words or phrases appear in **bold** type in this **Policy**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Sections of Cover that apply as specified in the **Insurance Schedule**. Any words used in this **Policy** that are in the singular shall include the plural and vice versa.

### Acts of Parliament

All Acts of Parliament referred to in this **Policy** shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **Territorial Limits**.

### ANY ONE CLAIM

All **Claims** or possible **Claims** arising from the same original cause, event or circumstance.

**APPOINTED REPRESENTATIVE**

A lawyer or other appropriately qualified person appointed to act for **You** in accordance with the terms of this **Policy**.

**BUSINESS DESCRIPTION**

As specified in the **Insurance Schedule**.

**CLAIM**

A claim under this **Policy** for **Legal Expenses**.

**CO-INSURANCE**

The amount specified in the **Insurance Schedule** that **You** must pay expressed as a percentage of **Legal Expenses** in respect of **Any One Claim** above any **Excess** specified in the **Insurance Schedule** before **We** shall be liable to make any payment under this **Policy**.

**CONSTRUCTION CONTRACT**

A contract to provide construction work as defined by the Construction Industry Payment and Adjudication Act 2012. (For the avoidance of doubt supply of a construction contract to a residential occupier will be deemed a **Construction Contract** for the purposes of this **Policy**).

**CONTRACTING PARTY**

A person, firm or company domiciled within the **Territorial Limits** with whom **You** have a direct contractual relationship.

**DUE DATE**

The date monies owed to **You** first becomes due and payable.

**ENDORSEMENT**

Any changes to the terms and conditions of this **Policy** or **Insurance Schedule** which form part of this insurance contract.

**EMPLOYEE**

Any person under a contract of service with **You**.

**EXCESS**

The amount specified in the **Insurance Schedule** **You** must pay in respect of **Legal Expenses** in respect of **Any One Claim** before **We** shall be liable to make any payment.

**INSURANCE SCHEDULE**

The document showing details of the cover **You** have purchased.

**LEGAL EXPENSES**

Any professional fees, expenses and other disbursements reasonably incurred by the **Appointed Representative** with **Our** prior written consent; and any costs incurred by other parties for which **You** are held liable in Court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with **Our** prior written consent but excluding any costs which **You** may be ordered to pay on a criminal prosecution or by a Court of criminal jurisdiction.

**LIMITS OF OUR LIABILITY**

**Our** maximum liability under this **Policy** is limited to the amount specified in the **Insurance Schedule**.

**MINIMUM SUM IN DISPUTE**

The sum in dispute between **You** and the **Contracting Party** as specified in the **Insurance Schedule** below which **We** shall not be liable to provide cover under this **Policy**.

**PERIOD OF INSURANCE**

As specified in the **Insurance Schedule**.

**POLICY**

The contractual terms and conditions of insurance coverage and benefits payable to **You** set out in this document, **Insurance Schedule**, and any **Endorsements**.

**PROPERTY**

Land and/or buildings owned or occupied by **You** for which **You** are legally responsible.

**STATUTORY LICENCE**

A licence or certificate of registration issued under statute, statutory instrument or by a Government or Local Authority to **You** provided that this licence or certificate is necessary to engage in **Your Business Description**.

**TERRITORIAL LIMITS**

As specified in the **Insurance Schedule**.

**WE / US / OUR**

Liberty General Insurance Berhad (*formerly known as AmGeneral Insurance Berhad*).

**YOU / YOUR**

The company, firm, partnership or trading individual as specified in the **Insurance Schedule** and if requested by **You** and agreed in writing by

**Us**, also to include any **Employee** including director or partner, conditional on the same **Appointed Representative** acting for all parties insured under this **Policy**.

### Conditions Precedent

**You** must comply with the following Conditions Precedent, unless **We** agree in writing to the contrary, before any contractual duty that **We** might have to **You** under this **Policy** arises.

#### 1. Notification of Claims

It is a condition precedent to **Our** liability that **We** be notified by **You** in writing during the **Period of Insurance** and as soon as practicable but no later than 30 days after **You** are aware of any cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Where this notification has been given, **We** agree to treat any subsequent **Claim** in respect of the same cause, event or circumstance as notified as though the subsequent **Claim** had been notified during the **Period of Insurance**.

#### 2. Our Consent

It is a condition precedent to **Our** liability that **Our** consent to incur **Legal Expenses** must be obtained in writing prior to **You** incurring any **Legal Expenses**. This consent will be given by **Us** if **You** can satisfy **Us** that:

- a) it is reasonable to incur **Legal Expenses** having regard to the proportionality between the remedy claimed and the **Legal Expenses** to be incurred and;
- b) where **You** are pursuing a claim, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
- c) where **You** are defending a claim, the other party does not have reasonable prospects of proving **Your** legal liability; or
- d) in respect of a criminal prosecution and where **You** plead guilty there is a reasonable prospect of a significant mitigation of **Your** sentence or fine.

If during the course of a **Claim** **You** cease to satisfy **Us** in respect of the applicable points a-d above, all future payments will cease in respect of **Legal Expenses** related to that **Claim**.

The decision to grant or withhold **Our** consent will be made on receipt of the following information:

- a fully completed insurance claim form; and
- the information and documentation **We** reasonably request; and
- a legal opinion from the **Appointed Representative** as to the applicable points a-d above; and
- any advice **We** may deem necessary to take.

With **Your** agreement, **We** may provide assistance in settling disputes or legal proceedings, the costs of which will be covered under this **Policy** subject to the payment of the **Excess** and **Co-insurance** within the **Limits of Our Liability**.

**We** may require **You** to obtain an opinion from Counsel at **Your** expense assessing the merits of the subject matter of the **Claim** and any legal action. If based upon this opinion **We** are satisfied in respect of the applicable points a-d above the **Legal Expenses** in obtaining that opinion will be paid by **Us** within the **Limits of Our Liability**.

In granting **Our** consent **We** undertake to pay **You** subject to the terms and conditions of this **Policy** and its **Insurance Schedule** but this consent does not imply that all **Legal Expenses** will be paid. In particular **Legal Expenses** for matters that go beyond the immediate scope of the **Claim** shall be deemed by **Us** to fall outside the insurance coverage provided by this **Policy**. **We** reserve the right to limit **Our** consent by time and/or financial amount of **Legal Expenses** and/or stage of proceedings to allow for a review of **Our** continued consent.

If after **Our** prior written consent has been granted it is shown the **Claim** has not been brought within the terms and conditions of this **Policy** and its **Insurance Schedule**, **Our** consent will be withdrawn and no insurance coverage under this **Policy** shall be provided for this **Claim**. **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** elect to proceed with the pursuit or defence of a dispute or legal proceedings to which **Our** consent has not been granted because **You** have not satisfied applicable points a-d above, and if **You** are successful in this pursuit or defence, **We** will pay the **Legal Expenses** incurred after **Our** consent had not been granted subject to the terms and conditions of this **Policy**.

#### 3. Disclosure

It is a condition precedent to **Our** liability that:

- a) **You** must give the **Appointed Representative** and **Us** all necessary cooperation, assistance and information including a complete and truthful account of the facts of the **Claim** and all relevant documentation or other evidence in **Your** possession; and
- b) **You** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested; and
- c) **You** must instruct the **Appointed Representative** to provide **Us** with any information, documents or advice in connection with any **Claim** and the subject matter of any **Claim** even if privileged; and

- d) **You** must instruct the **Appointed Representative** to provide **Us** with regular updates on the progress of the subject matter of any **Claim** and inform **Us** as soon as practicable if and when any circumstance adversely impacts the factors on which **We** granted **Our** consent.

The insurance coverage under this **Policy** may be withdrawn if **You** fail to co-operate with **Our** or the **Appointed Representative's** requests or if **You** or the **Appointed Representative** fails to provide **Us** with any information in connection with any **Claim** or the subject matter of any **Claim**.

#### 4. Offer of Settlement

It is a condition precedent to **Our** liability that **You** must inform **Us** in writing as soon as an offer to settle the subject matter of the **Claim** is received and/or **You** propose to make an offer of settlement. In deciding whether to accept or reject any settlement offer, **You** must consider the **Legal Expenses** incurred or likely to be incurred and recovered.

No insurance coverage under this **Policy** shall be provided if **You** enter into any agreement to settle without **Our** prior written consent (this consent not to be unreasonably withheld) and **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** reject an offer of settlement which **We** recommend that **You** accept, or **You** make an offer with which **We** do not agree, no further insurance coverage under this **Policy** shall be provided for the subject matter **Claim**.

**We** may at **Our** discretion decide to pay **You** the amount of damages that **You** are claiming or that are being claimed against **You** instead of paying **You** for **Legal Expenses** to pursue or defend the dispute or legal proceedings. Where **We** exercise this discretion **We** will cease to be liable for any further **Legal Expenses** for the subject matter **Claim**.

#### Sections of Cover

The Sections of Cover applicable to **You** are specified in the **Insurance Schedule**.

**We** will only pay **You** for **Claims** where the dispute or legal proceedings are or would be within the **Territorial Limits** and the **Claim** is notified during the **Period of Insurance** and the dispute or legal proceedings are in connection with activities within the scope and extent of **Your Business Description**.

#### SECTION A – COMMERCIAL CONTRACT DISPUTES

##### What Is Covered

**We** agree to pay **You** for **Legal Expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **You** in a contractual dispute or legal proceedings with a **Contracting Party** over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service provided that:

- **Legal Expenses** incurred in the pursuit of any dispute or legal proceedings shall be limited to seventy-five percent (75%) of the amount in dispute; and
- The amount in dispute exceeds the **Minimum Sum in Dispute**; and
- Where the contract is a **Construction Contract** the construction operations are carried out or are to be carried out by the **Contracting Party** on **Your Property** and the **Construction Contract** is for the repair or renovation of the **Property** and the repair and renovation of the **Property** is not part of **Your Business Description**; and
- Where the dispute or legal proceedings arise from an undisputed debt, **You** have exhausted all reasonable methods of recovery and the **Appointed Representative** recommends legal action.

#### EXCLUSIONS TO SECTION A

##### What We Do Not Cover

**We** shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with:

- Contracts that provide or arrange credit, insurance, securities, guarantees or other financial products and financial services; or
- Contracts where the liability or right of recovery is incurred through **Your** agent or by assignment; or
- Franchise contracts; or
- Contracts of employment; or
- Any tenancy or licence to use any real property.

#### SECTION B – CRIMINAL PROSECUTION

##### What Is Covered

**We** agree to pay **You** for **Legal Expenses** incurred in:

- Defending a prosecution against **You** in a Court of criminal jurisdiction; and
- An appeal by **You** against the service of a remedial or stop-work order under the Occupational Safety and Health Act 1994.

#### EXCLUSIONS TO SECTION B

## What We Do Not Cover

We shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with any allegation relating to arising from:

- Investigations by any inland revenue authority; or
- Offences against the person, including offences of a sexual nature; or
- Criminal damage; or
- Dishonesty; or
- Non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions; or
- Driving whilst under the influence of alcohol and/or drugs, or speeding; or
- Failure to insure a motor vehicle as required by law.

## SECTION C – EMPLOYMENT DISPUTES

### What Is Covered

We agree to pay **You** for **Legal Expenses** incurred by **You** in defending legal proceedings brought against **You** by an **Employee**, **ex-Employee** or prospective **Employee** in respect of their contract of employment with **You** or a breach of employment related legislation.

**You** should seek legal advice from the Liberty Legal Advice Line:

- Prior to carrying out any disciplinary procedure or action or suspension of an **Employee**; or
- Prior to dismissal of an **Employee**; or
- Prior to notifying an **Employee** of their intended retirement date or prior to retiring an **Employee**; or
- Prior to instituting a redundancy programme and prior to making an **Employee** redundant; or
- Upon notification formally or informally of a grievance from an **Employee** or **ex-Employee**; or
- Upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation; or
- Prior to any actual or proposed variation of the terms and conditions of employment that an **Employee** could reasonably consider to be adverse (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration); or
- As soon as practicable if an **Employee** leaves their employment with or without written notice; or
- Upon receipt of an appeal from an **Employee** or **ex-Employee** against a decision made by a Court, tribunal or other similar body.

Failure to seek advice will not invalidate **Your** insurance coverage under this **Policy**, but could decrease **Your** prospects of a successful defence in any subsequent disputes or legal proceedings and **Your** ability to make a **Claim**.

## SECTION D – PROPERTY DISPUTES

### What Is Covered

We agree to pay **You** for **Legal Expenses** incurred in any dispute or legal proceedings made by or brought against **You** provided **You** will suffer financial loss if **You** fail to pursue or defend the dispute or legal proceedings:

- Over the physical possession of the **Property** provided that all statutory and contractual notices have been correctly served by **You**; or
- Over the terms of a tenancy agreement between **You** and a **Contracting Party** relating to the use or maintenance of the **Property**; or
- The actual or alleged negligence, damage (including trespass) or nuisance to the **Property** other than with a tenant.

## EXCLUSIONS TO SECTION D

### What We Do Not Cover

We shall not be liable to pay **You** in respect of any **Claim** arising out of or in connection with:

- The payment or non-payment or review of any tax, rent, mesne profit or service charge; or
- A dispute or legal proceedings relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any Government or public or Local Authority; or
- Any dispute or legal proceedings arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **Property** whether or not this purchase is completed; or
- Any dispute or legal proceedings where **You** have failed to maintain in full force and effect buildings insurance covering the standard range of perils during the tenancy agreement if **You** were contractually obligated to have this insurance in force; or
- A dispute or legal proceedings over subsidence or heave regardless of how caused; or
- A contract dispute or legal proceedings other than where the contract is a tenancy agreement with a **Contracting Party**.

## SECTION E – DATA PROTECTION

### What Is Covered

We agree to pay **You** for **Legal Expenses** incurred in defending any dispute or legal proceedings brought against **You** under the Personal Data Protection Act 2010.



## SECTION F – STATUTORY LICENCE

### What Is Covered

We agree to pay You for **Legal Expenses** incurred in an appeal by You against the suspension, revocation, imposed alteration of or refusal to renew a **Statutory Licence**.

## EXCLUSIONS TO SECTION F

### What We Do Not Cover

We shall not be liable to pay You for **Legal Expenses** incurred in respect of any **Claim** arising out of or in connection with:

- A suspension, revocation, alteration or refusal to renew a **Statutory Licence** which is imposed by an **Act of Parliament** or national or local government regulation or order; or
- Any costs incurred to comply with a notice or order; or
- Driving licences.

## SECTION G – EMPLOYEE’S BREACH OF RESTRICTIVE COVENANTS

### What Is Covered

We agree to pay You for **Legal Expenses** incurred in pursuing legal proceedings against an **Employee** or **ex-Employee** to obtain the remedy of an injunction against that **Employee** or **ex-Employee** for their breach of an express restrictive covenant in their employment contract where the breach by the **Employee** or **ex-Employee** relates to or arises from:

- Soliciting **Your Employees**, or
- Soliciting **Your** customers or clients.

## EXCLUSIONS TO SECTION G

### What We Do Not Cover

We shall not be liable to pay You for **Legal Expenses** incurred in respect of any **Claims** arising out of or in connection with individuals who before the inception of this **Policy** either ceased to be **Employees** or were working out their notice period (including where the **Employee** was on a period of gardening leave).

## GENERAL EXCLUSIONS

### What We Do Not Cover

We shall not be liable to pay You for **Legal Expenses** incurred in respect of:

1. **Your** defence in civil legal proceedings arising from:
  - a) Injury or disease including psychiatric injury and stress; or
  - b) Loss, destruction or damage of or to property; or
  - c) Alleged breach of any professional duty; or
  - d) Any non-contractual wrongful act or infringement of a right (other than as specified in **Section D Property Disputes** if You are covered under that Section of Cover as specified in the **Insurance Schedule**); or
2. Any dispute or legal proceedings brought, made or commenced outside the **Territorial Limits**; or
3. **Legal Expenses** incurred without **Our** prior written consent or for a sum in excess of **Our** consent; or
4. Any **Claim** or possible **Claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this **Policy** and which has or which You knew or ought reasonably to have known may give rise to a dispute or legal proceedings by or against You; or
5. Fines or other penalties imposed by a Court or tribunal; or
6. Any dispute or legal proceedings in respect of which You are, or but for the existence of this **Policy** would be, entitled to any payment under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order; or
7. Any **Claim** arising from **Your** intentional wrongdoing or an act or omission with negligent disregard as to its consequences; or
8. Any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges; or
9. Disputes or legal proceedings between You as specified in the **Insurance Schedule** or any **Endorsement**, or with any parent company or subsidiary company or associated company or partner; or
10. Any dispute or legal proceedings between You and Us, or You and the **Appointed Representative**, or You and Your Insurance Intermediary; or

11. Any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not; or
12. Any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights; or
13. Any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood; or
14. Any **Legal Expenses** incurred in respect of or in connection with a judicial review; or
15. Appeals arising out of legal proceedings to which **Our** prior written consent has not been granted or withdrawn; or
16. Any claim, legal liability or any loss or damage to property or **Property** directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind; or
17. Any **Legal Expenses** which **You** should or would have had to incur irrespective of any dispute or legal proceedings; or
18. Any expense, legal liability or any loss or damage to property or **Property** directly or indirectly caused by or contributed to by:
  - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or
19. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b) Any act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

## GENERAL CONDITIONS

These are the conditions of the insurance coverage under this **Policy** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject **Your Claim** or a **Claim** payment could be reduced. In some circumstances, **Your Policy** may not be valid.

### 1. Instruction and Choice of Appointed Representative and Counsel

**We** will choose an **Appointed Representative** to act on **Your** behalf in any **Claim**.

In all cases the **Appointed Representative** shall be appointed in the name of and on behalf of **You**. If in the course of any **Claim** the **Appointed Representative** wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for this instruction must be submitted to **Us** for **Our** prior written consent to the proposed instruction which will not be unreasonably withheld.

### 2. Payment of Legal Expenses

All invoices and requests for payment for **Legal Expenses** which **You** receive from the **Appointed Representative** should be forwarded to **Us** as soon as practicable upon receipt. If **We** so require **You** must ask the **Appointed Representative** to submit to **Us** the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. **You** are responsible for payment of all **Legal Expenses**. **We** may settle these requests for payment of **Legal Expenses** directly at **Our** discretion if requested by **You** to do so. The payment of some **Legal Expenses** by **Us** is not an indication that all **Legal Expenses** will be paid.

### 3. Recovery of Costs

Whenever **You** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **Us**.

**You** and **Your Appointed Representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, **You** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **Us**. Where this settlement is paid in instalments all costs to **Us** shall be paid first.

### 4. Appeal Procedure

If, following legal proceedings to which **We** have given **Our** prior written consent, **You** wish to appeal against the judgment or decision of a Court or tribunal, the grounds for this appeal must be submitted to **Us** through the **Appointed Representative** as soon as practicable so that **We** may consider whether to consent to this further action.

If an appeal is lodged against a judgment or decision of a Court or tribunal made in **Your** favour following legal proceedings to which **We** have given **Our** prior written consent, **You** must notify **Us** as soon as practicable in order that cover may continue. **We** will inform the **Appointed Representative** of **Our** decision. If **We** so require it **You** must co-operate in an appeal against the judgment or decision of a Court or tribunal.

**5. Duty to Mitigate**

**You** must take all reasonable precautions to avoid, prevent and mitigate **Claims**, disputes or legal proceedings.

**You** must use every endeavor and take all reasonable measures to minimise the cost and effect of any **Claim**.

**6. Alteration of Risk**

**You** must notify **Us** as soon as practicable in writing of any change in circumstances that might affect **Our** decision to provide **You** with this **Policy** or the premium charged. Examples include changes to **Your Business Description** or the acquisition of or by another company.

**7. Exercise of Reasonable Care**

**You** must exercise reasonable care to prevent injury, loss or damage to **You** or others and comply with all the terms and conditions of this **Policy**.

**8. Arbitration**

Any dispute between **You** and **Us** shall be referred to a single Arbitrator who shall be a lawyer agreed upon by both **You** and **Us** or upon failing agreement, a lawyer who is nominated by the President of the Malaysian Bar. The apportionment of the costs of the arbitration between **You** and **Us** shall be determined by the Arbitrator. The place/seat of arbitration shall be Malaysia.

**9. Proper Law**

**We** and **You** are free to choose the law applicable to this **Policy**. Unless **We** and **You** specifically agree to the contrary, this **Policy** shall be subject to the Laws of Malaysia.

**10. Personal Data Protection Act 2010**

**You** agree that any information provided to **Us** regarding **You** will be processed by **Us** in compliance with the provisions of the Personal Data Protection Act 2010 for the purposes of providing insurance, facilitating renewal of insurance and handling **Claims**, if any, which may necessitate providing this information to third parties including **Your Insurance Intermediary** and **Your** data being transferred outside of Malaysia.

**11. Your Insolvency or Liquidation**

If **You** become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any these purposes **We** have the right to cease to provide insurance coverage under this **Policy** for **Legal Expenses** despite any previous consent **We** may have granted.

**12. Sales and Services Tax**

If **You** are registered for Sales and Services Tax, **We** will not pay the Sales and Services Tax element of any **Legal Expenses**.

**13. Rights of third parties**

Unless specifically agreed by **Us** in writing otherwise, nothing in this **Policy** shall give any person other than **You** any right to enforce any term of this **Policy**.

**14. Sanctions, Export and Exchange Control**

**We** shall not be deemed to provide insurance cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Malaysia, Singapore, the United States of America, the European Union or United Kingdom.

**15. Several Liability**

**We** are liable only for the proportion of liability **We** have underwritten. **We** are not jointly liable for the proportion of liability underwritten by any other insurer. Nor are **We** responsible for any liability of any other insurer that may underwrite this contract of insurance.

### CONDITION RELATING TO SECTIONS 3 TO 11.

1. This Policy 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 Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. All notices required to be given by the insure to the Company must be in writing addressed to the branch or agency of the Company from which this Policy was issued, or to the Company's nearest representative if the insured be abroad, and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to within the knowledge of the Company unless so given, and no alteration in the terms of this Policy, or any endorsement thereon, will be held valid unless the same is signed or initialled by an authorised representative Company.
3. All statements made in the proposal for this Policy and any material submitted therewith or required thereby are the basis of this Policy. The Insured shall give notice immediately of any fact, event of circumstances which materially changes the aforesaid information and the Company may amend the terms of this Policy where it deems it appropriate.
4. 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 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.

5. In the event of any occurrence which may give rise to a claim under this Policy the insured shall as soon as possible give notice thereof to the Company with full particulars.

Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

6. The Company shall not be liable to make any payment under this Policy in respect of any claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured and if the insurance has been continued in consequence of any material mis-statement or by the non-disclosure of any material information by or on behalf of the Insured.
7. 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 entitle or subrogated, upon its paying for or making goods 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. If at the time of any claim arising under this Policy, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same risk or any part thereof, the Company shall not be liable to pay or contribute more that Its rateable proportion of such claim and cost and expenses in connection therewith.
9. If any difference arises as to the amount of any loss or damage such difference shall independently of all other question be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to be decision of two disinterested as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
10. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
12. The due observance and fulfilment of the terms conditions and endorsements of this Policy in so Far as they relate to anything to be done or complied with by the insured and the truth of all statements and information supplied to the Company by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

13. Nothing contained herein shall give any rights against the Company to any person other than the insured, and the Company will not be bound by any passing of the interest of the insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the insurance to be continued

**CLAUSES ATTACHING TO AND FORMING PART OF THIS POLICY**

**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 insurer within sixty (60) days from the inception date of this Policy/Endorsement/renewal certificate.

If this conditions is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

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

Subject otherwise to the terms and conditions of this Policy.

**DATE RECOGNITION CLAUSE**

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

- A. The Company will not pay for any loss damage including loss of use with without physical damage, injury (including bodily injury) expenses incurred or any consequential loss directly or

Indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip) integrated circuit or similar device, or any computer software, whether the 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 recognise any date as its true calendar date;
2. Capture, save, or retain, and/or correctly manipulate. Interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
3. Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into many 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 ant date.

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

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

- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognise ant date as its true calendar date after the lost or damage property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C, or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving Clause	This endorsement shall not exclude subsequent loss or clause damage or consequential loss which itself results from an insured peril as defined in the policy.
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Subject otherwise to the terms and conditions of the policy.

## **PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Policy: -

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

## **NON-CONSUMER INSURANCE CONTRACT (INSURANCE WHOLLY FOR PURPOSES RELATED TO YOUR (TRADE, BUSINESS OR PROFESSION))**

This policy is issued in consideration of the payment of premium as specified in the policy schedule and pursuant to the answers given in your proposal form (or when you applied for this insurance) and any other disclosures made by you between the time of submission of your proposal form (or when you applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of insurance between you and us. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

This policy reflects the terms and conditions of the contract of insurance as agreed between you and us.

### **DUTY OF DISCLOSURE**

Where you have applied for this insurance wholly for purposes related to your trade, business or profession, you had a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of your contract of insurance, refusal or reduction of your claim(s), change of terms or termination of your contract of insurance.

You also have a duty to tell us immediately if at any time after your contract of insurance has entered into, varied or renewed with us any of the information given in the proposal form (or when you applied for this insurance) is inaccurate or has changed.

## AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenue below.

Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

- 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 1 300 88 8990  
Fax No. : +603-2268 2222  
Email : [customer@libertyinsurance.com.my](mailto:customer@libertyinsurance.com.my)  
Website : [www.libertyinsurance.com.my](http://www.libertyinsurance.com.my)
- b) **Ombudsman for Financial Services (OFS)**  
Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sulaiman,  
50000 Kuala Lumpur.  
Tel. No. : +603-2272 2811  
Fax No. : +603-2272 1577
- c) **BNMLINK (Laman Informasi Nasihat dan Khidmat)**  
**Bank Negara Malaysia**  
4<sup>th</sup> Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel. No. : 03-2698 8044 (General Line) / 1-300-88-5465 (BNMLINK)  
Fax No. : 03-2174 1515  
e-Link : [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)  
Email : [bnmlink@bnm.gov.my](mailto:bnmlink@bnm.gov.my)  
Website : [www.bnm.gov.my](http://www.bnm.gov.my)

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)).