



## Business Advantage Plus (Enhanced)

### IMPORTANT NOTICE

This is Your Business Advantage Plus (Enhanced) Policy. Please read this Policy carefully together with the Schedule and/or Endorsement to ensure that You understand the terms and conditions and that the cover You require is being provided. If You have any questions after reading this document, please contact Your insurance advisor or Generali Insurance Malaysia Berhad. If there are any changes in Your circumstances that may affect the insurance provided, please notify Us immediately, otherwise You may not receive the full benefits of this Policy.

To help preserve the environment, We will send You one Policy booklet only. Please keep this Policy booklet in a safe place. In case of renewal and/or Policy condition amendment, We will send You the Policy, Schedule and Endorsement only. If at any time You wish to have a copy of this document, please contact Us.

If, for any reason, You are unhappy with the service You have received from Us, You can take the following steps:-

1. In the first instance, please write to Our Customer Service Department at Our current address. Alternatively, You can e-mail Us at: [customer.service.gi@generali.com.my](mailto:customer.service.gi@generali.com.my)
2. If You are still not satisfied with the way any issue has been handled, You may
  - (a) Refer matters concerning claims to:  
 Ombudsman for Financial Services - Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur. Tel: (603) 2272 2811 Fax: (603) 2272 1577
  - (b) Submit your complaints/feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-2174 1515; or e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or send letter to P.O Box 10922, 50929 Kuala Lumpur.

	<b>Business Advantage Plus (Enhanced) Policy</b>																																		
<b>Basis of contract</b>	<p>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 policy) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this insurance policy) 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.</p> <p>This Policy reflects the terms and conditions of the contract of insurance as agreed between You and Us.</p> <p>The Company will subject to the terms and conditions of the Policy provide an insurance cover in accordance with the Sections selected and incorporated in the Schedule(s) attached to this Policy.</p> <p>The Sections available for selection are as follows:-</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Section A</td><td>Fire</td></tr> <tr><td>Section B</td><td>Fire Consequential Loss</td></tr> <tr><td>Section C</td><td>Special All Risks</td></tr> <tr><td>Section D</td><td>Burglary</td></tr> <tr><td>Section E</td><td>Money</td></tr> <tr><td>Section F</td><td>Group Personal Accident</td></tr> <tr><td>Section G</td><td>Public Liability</td></tr> <tr><td>Section H</td><td>Employer's Liability</td></tr> <tr><td>Section I</td><td>Fidelity Guarantee</td></tr> <tr><td>Section J</td><td>Plate Glass</td></tr> <tr><td>Section K</td><td>Workmen's Compensation</td></tr> <tr><td>Section L</td><td>Mobile Plant &amp; Equipment</td></tr> <tr><td>Section M</td><td>Machinery Breakdown</td></tr> <tr><td>Section N</td><td>Machinery Breakdown Loss of Profit</td></tr> <tr><td>Section O</td><td>Electronic Equipment</td></tr> <tr><td>Section P</td><td>Goods In Transit</td></tr> <tr><td>Section Q</td><td>Value Added Benefits</td></tr> </table>	Section A	Fire	Section B	Fire Consequential Loss	Section C	Special All Risks	Section D	Burglary	Section E	Money	Section F	Group Personal Accident	Section G	Public Liability	Section H	Employer's Liability	Section I	Fidelity Guarantee	Section J	Plate Glass	Section K	Workmen's Compensation	Section L	Mobile Plant & Equipment	Section M	Machinery Breakdown	Section N	Machinery Breakdown Loss of Profit	Section O	Electronic Equipment	Section P	Goods In Transit	Section Q	Value Added Benefits
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SMBDT/PL(08/21)

<p><b>Interpretation</b></p>	<p>This Policy and the Schedule(s) herein shall be read together as one contract.</p> <p>Any word or expression to which a specific meaning has been attached in any part of this Policy or a Schedule shall bear such meaning wherever it may appear, unless otherwise specified.</p> <p>Unless otherwise stated:</p> <ol style="list-style-type: none"> <li>i. all Sections in this Policy are subject to the Conditions, Warranties, Exclusions and Exceptions contained hereunder; and</li> <li>ii. references to Schedule in a particular Section shall mean Schedule to that particular Section.</li> </ol> <p>In relation to Sections where Sum Insured is not applicable, any reference to Sum Insured shall be treated as reference to Total Sum Insured.</p>
<p><b>Definitions</b></p>	<ul style="list-style-type: none"> <li>• "Business" means the principal activities, profession, trade or work the Insured is engaged in and for which the Insured was established, as disclosed in the Proposal or as specified in the Schedule to a particular Section, as applicable</li> <li>• "Damage" means physical damage or destruction to Property, resulting in impairment of usefulness or Loss of value (unless otherwise defined in any of the Section)</li> <li>• "Endorsement" means any amendment to Policy wording or limits as specified in a document attached to the relevant Section of the Policy or stated in the Schedule applicable to that Section</li> <li>• "Excess" means, in respect of a claim, the amount required to be paid to the Insured before the Company becomes liable to pay, as specified in the Schedule applicable to that Section</li> <li>• "Liquidator and/or Receiver" shall carry the same meaning as defined in the Companies Act, 1965</li> <li>• "Location" means the Location address where the Premises is situated as specified in the Schedule to a particular Section</li> <li>• "Loss" means any unrecoverable, unanticipated and non-recurring removal of, or decrease in the Insured's Property or belonging sustained by the Insured which falls within the coverage procured by the Insured under this Policy</li> <li>• "Period of Insurance" means, in respect of each of the Section under this Policy, the period specified in the Schedule applicable to that Section</li> <li>• "Personal Effects" means clothing and personal belongings normally worn or carried and do not include handheld phones, mobile phones, personal computers, computer notebook laptops, palm tops, electronic organizers, musical instruments, curios, work of art, cash negotiable instruments or credit cards</li> <li>• "Premises" means the building referenced by the address of the Insured as stipulated in the Schedule to the relevant Section(s) as the Insured's place of Business and shall include external area/compound that forms part of the Premise (unless otherwise defined in any of the Sections)</li> <li>• "Premium" means, in respect of each of the Sections under the Policy, the amount required to be paid by the Insured to the Company includes Government charges, as specified in the Schedule applicable to that Section</li> <li>• "Property" shall mean the Property insured under any of the Section to this Policy, as specified in the Schedule applicable to that Section</li> <li>• "Proposal" shall mean any signed proposal form and declaration and any information in connection with this Policy supplied by or on behalf of the Insured</li> <li>• "Renewal Premium" means, in respect of each of the Sections under the Policy, the amount required to be paid by the Insured to the Company for renewal of an insurance cover for a particular period of time, as specified in the Schedule applicable to that Section</li> <li>• "Schedule" means the Schedule(s) attached to and forming an integral part of this Policy including its renewal whether in whole or in part</li> <li>• "Securities" means shares in or debentures of a body corporate or an unincorporated body and unit trusts as defined in the Capital Market Services Act 2007 and includes any right, option or interest in respect thereof</li> <li>• "Sum Insured" means, in respect of each item covered under a Section, the amount specified in the Schedule applicable to that Section</li> <li>• "Total Sum Insured/Limit of Indemnity/Limit of Liability" means, in respect of each Section under the Policy, the maximum amount that the Company may become liable for the Section as specified in the Schedule applicable to that Section</li> <li>• "We, Us, Our, the Insurer or the Company" means Generali Insurance Malaysia Berhad (197501002042)</li> <li>• "You, Your or the Insured" means any person or business entity described in the Schedule to the Sections under this Policy</li> </ul>

## Conditions and Warranties

General Conditions	
	<p>1. Every notice and other communication to the Company as required under the Policy must be written or printed.</p> <p>2. The Insured shall take reasonable precaution to prevent accidents and/or disease resulting in injury, Loss, destruction and/or Damage to Property, person and/or money and shall comply with all the relevant laws and regulations.</p>
Duty of Disclosure	<p>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.</p> <p>You also have a duty to tell Us immediately if at any time after Your contract of insurance has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this insurance) is inaccurate or has changed.</p>
Reinstatement of Sum Insured and/or Total Sum Insured after Loss	<p>In the event of a Loss, the insurance hereunder shall be maintained in force for the full Sum Insured and/or Total 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.</p>
Other insurance	<p>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.</p>
Burden of proof	<p>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.</p>
Subrogation	<p>The Insured shall, at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any Loss or Damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.</p>
Fraud	<p>If a 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 benefits 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 within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award), all benefits under this Policy shall be forfeited.</p>
Time limitation	<p>In no case whatsoever shall the Company be liable in respect of any claim under any Section of this Policy after the expiration of:-</p> <p>(a) one year from the end of the Indemnity Period stipulated in the respective Section/Schedule or,</p> <p>(b) three months from the date on which payment shall have been made or liability admitted by the Company giving rise to the said claim;</p> <p style="padding-left: 40px;">unless the claim is subject of pending action or arbitration.</p>
Increase in risk	<p>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</p>
Transfer of interest	<p>The Company shall in no case be bound to accept notice or transfer of interest arising hereunder and nothing herein shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.</p>
Assignment of interest	<p>This Policy shall not be assignable by the Insured to any other person otherwise than by will or operation of law unless and until the Company shall by endorsement of this Policy agree to continue the insurance in favour of the assignee.</p>
Change in risk	<p>The insurance covers provided under this Policy shall cease if:-</p> <p>(a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued;</p> <p>(b) the Insured's interest ceases otherwise than by death; or</p> <p>(c) any alteration is 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.</p> <p><b>(Applicable to Section F only)</b></p> <p>(d) there is any change to the nature of occupation of the person(s) insured unless otherwise specified in this schedule to this section</p>

<p>Under Insurance (Average)</p> <p>Cancellation</p> <p>Claims requirements/procedure</p> <p>Contribution (Relevant to all Sections except Sections F,G&amp;H)</p> <p>Premium Adjustment</p> <p>Arbitration</p>	<p><b>(Applicable to Section M, N, O)</b></p> <p>The Insured shall immediately notify the Insurers any material change in the risk and cause at its own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.</p> <p>If at the time of the Loss the Property insured shall collectively be of greater value than the Sum Insured or Total Sum Insured (as the case may be), then the Insured shall be considered as being its own insurer for the difference and shall bear a rateable proportion of the Loss accordingly. Every item if more than one in this Policy shall be severally subject to this Condition</p> <p>This Policy or the insurance under any of the Sections herein:</p> <p>(a) 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 this Policy or the relevant Section has been enforced</p> <p>(b) may be terminated at the option of the Company by fourteen (14) days' prior written notice to the Insured at his last known address, in which case the Company shall be liable to refund on demand a rateable proportion of the Premium for the unexpired term from the date of Cancellation thereof. The amount to be refunded upon termination of the Policy shall be subject to the minimum Premium to be retained by the Company</p> <p>(a) The Insured must report all accidents, claims and civil proceedings to the Company in writing as soon as possible on occurrence of Loss or happening of an event.</p> <p>(b) Claim should be made within 15 days (for Section A,C,E,G,H,I,J,K,L), 14 days (for Section M, O), 30 days (for Section B, D) and 48 hours (for Section N) respectively.</p> <p>(c) Claim must be in writing containing detailed account as may be reasonably practical of all articles or items of Property damaged or destroyed and of the amount of the Loss and/or Damage respectively, having regard to their value at the time of the Loss and/or Damage, not including profit of any kind.</p> <p>(d) Every letter, claim, writ, summons or other documents in relation to any accident claim or civil proceedings must be submitted to the Company immediately and must be acknowledged receipt by the Company</p> <p>(e) The Insured shall neither admit liability nor repair, replace, negotiate, pay, settle or make promise of payment of any claim without the Company's written consent.</p> <p>(f) If the claim is related to Loss by Burglary / Break-in or wilful Damage, the Insured shall immediately lodge a police report and furnish a copy of the same to the Company.</p> <p>(g) The Insured shall take all reasonable steps within its power to minimize the extent of the Loss or Damage and to preserve the damaged or defective part(s) and to make them available for inspection by the Company's official or surveyor.</p> <p>(h) The Insured shall at its own costs and expenses takes all reasonable precautions and comply with all recommendations of the Insurers and manufacturers to prevent loss or damage and all regulatory requirements.</p> <p>(i) The Insured shall not in any case be entitled to abandon any Property in which the Company has a right, whether taken possession by the Company or not.</p> <p>(j) The Insured and any other person seeking indemnity under this Policy and its Sections shall provide all information and assistance as may be required for the Company to investigate and process any claims</p> <p>If at the time of Loss or Damage to any property hereby insured there be any other subsisting Insurances whether effected by the Insured or by any other person or persons covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.</p> <p>If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars (including names of employees together with an amount of salaries/wages and other earnings paid by the Company) and shall allow the Company to inspect such records. The Insured shall within one (1) month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal shall thereupon be adjusted accordingly and the difference shall be paid by the Insured.</p> <p>If any dispute arises as to the amount of any Loss or Damage, such dispute shall, independent of all other questions, be referred to the decision of an Arbitrator, to be appointed in writing by the disputing parties, or, if they cannot agree upon a single Arbitrator, to the decision of two (2) disinterested persons as Arbitrators, of whom shall be appointed in writing by each of the parties within two (2) calendar months after having been required to do so 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. In the event of disagreement between the Arbitrators, the dispute shall be referred to the decision of an Umpire who shall have been appointed by them in writing and who shall preside their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively.</p>
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	<p>In the event of the death of an Arbitrator or Umpire, another Arbitrator or Umpire shall in be appointed in his stead by the party or surviving Arbitrators (as the case may be). The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the Loss or Damage if disputed shall be first obtained.</p> <p><b>(Applicable to Section F only)</b></p> <p>If any such dispute shall relate to the degree of Permanent disablement for the purposes of this Policy the arbitrator or arbitrators and umpire shall be a Medical Practitioner</p> <p>The insurance provided herein shall apply only to judgments that are delivered by or obtained from a court in MALAYSIA, and shall not apply to any judgment or order obtained in MALAYSIA for the enforcement of a judgment obtained elsewhere</p> <p>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, unless otherwise specified.</p>
Jurisdiction	
Premium Warranty	<p>It is a fundamental and absolute special condition of this contract of insurance that the Premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy/Endorsements/renewal certificate(s). If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata Premium for the period they have been on risk.</p> <p>Where the Premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Premium payable was received by a person, including an insurance agent, who was not authorized to receive such Premium shall lie on the Company.</p>

<b>Exclusions</b>	
<p><b>Terrorism Exclusion</b> (Relevant to all Sections except Section F)</p>	<p>Subject otherwise stated herein, it is agreed that this Policy excludes Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other consequence to the Loss.</p> <p>For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or 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), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.</p> <p>This exclusion also excludes Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.</p> <p>If the Company alleges that by reason of this exclusion, any Loss, Damage, cost or expense is not covered by under the relevant Sections herein, the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>For the purpose of this Exclusion and only applicable to Section G, "Loss" means any awards of monetary damages, judgments, settlements, defence expenses, legal investigation cost(s) or third party legal cost(s) which the Insured is obliged to pay as a result of a claim.</p>
<p><b>War and Civil War Exclusion</b></p>	<p>Subject as otherwise stated herein, this Policy does not cover any Loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:</p> <ol style="list-style-type: none"> <li>a) War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, military rising, riot 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; and</li> <li>b) Losses, Damages, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.</li> </ol> <p>If the Company alleges that by reason of this exclusion, any Loss, Damage, cost or expense is not covered by this Policy or any relevant Section hereof, the burden of proving the contrary shall be upon the Insured.</p> <p>In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>For the purpose of this Exclusion and only applicable to Section G, "Loss" means any awards of monetary damages, judgments, settlements, defence expenses, legal investigation cost(s) or third party legal cost(s) which the Insured is obliged to pay as a result of a claim.</p>

<p><b>Radioactive/Nuclear Energy Risks Exclusion</b> (Relevant to all Sections)</p> <p><b>Pressure waves at sonic speed</b></p> <p><b>Sanction Exclusion Clause</b></p>	<p>This Policy 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 of any other cause or event contributing concurrently or in any other sequence to the Loss:</p> <ol style="list-style-type: none"> <li>1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel (for the purpose of this condition only combustion shall include any self-sustaining process of nuclear fission);</li> <li>2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;</li> <li>3. any weapon of war employing atomic or nuclear fission and/or fission or other like reaction or radioactive force or matter.</li> </ol> <p>For the purpose of this Exclusion and only applicable to Section G, "Loss" means any awards of monetary damages, judgments, settlements, defence expenses, legal investigation cost(s) or third party legal cost(s) which the Insured is obliged to pay as a result of a claim.</p> <p>This Policy does not cover Loss or Damage directly occasioned by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.</p> <p>For the purpose of this Exclusion and only applicable to Section G, "Loss" means any awards of monetary damages, judgments, settlements, defence expenses, legal investigation cost(s) or third party legal cost(s) which the Insured is obliged to pay as a result of a claim.</p> <p>No (re) insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom, United States of America or Malaysia</p>
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Clauses	
<p><b>Property Damage Clarification</b> (Relevant to all Sections except Section F)</p> <p><b>Date Recognition</b> (Relevant to all Sections except Section F)</p>	<p>Subject otherwise stated herein, Property Damage covered under this Policy mean physical Damage to the substance of Property but shall not include Damage to data or software in particular any detrimental change in data software or computer programs that is caused by deletion or corruption or a deformation of the original structure .</p> <p>Consequently the following are also excluded from coverage under this Policy.</p> <ol style="list-style-type: none"> <li>a) Loss of or Damage to data software but not limited to any detrimental change in data software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any Business interruption Loss 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.</li> <li>b) Loss or Damage resulting from 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</li> </ol> <p>Subject otherwise stated herein the Company will not pay for:</p> <ol style="list-style-type: none"> <li>a) 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 of 2000 that results from the failure or inability of such device and/or software as listed above to: <ol style="list-style-type: none"> <li>1. correctly recognize any date as its true calendar date;</li> <li>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</li> <li>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.</li> </ol> </li> <li>b) 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)</li> <li>c) 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</li> <li>d) 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.</li> </ol> <p>For avoidance of doubt, 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</p> <p>Saving Clause</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>This Endorsement shall not exclude subsequent Loss or Damage or consequential Loss which itself results from an insured peril as defined in the relevant Section(s) of this Policy</p> </div>

<p><b>Asbestos Exclusion</b> (Relevant to Sections G, H &amp; K)</p> <p><b>Unvalued Policy</b> (Relevant to Sections A, C &amp; L)</p> <p><b>First Loss Without Average (Applicable for Plan 1, 2 &amp; 3 only)</b> Relevant to Section M, N, O &amp; P</p> <p><b>Theft By Deception (Cheating)</b> (Relevant to All Sections except Sections A,B,F&amp;I)</p> <p><b>Criminal Breach of Trust ("CBT")</b> (Relevant to All Sections except Sections A,B,F&amp;I)</p>	<p>The Company shall not be liable under this Policy in respect of any liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity</p> <p>Subject as otherwise stated herein, 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.</p> <p>Notwithstanding anything contained herein to the contrary, cover pursuant to the relevant Section is issued as a First Loss Insurance on Property as described in the Schedule up to an amount as stated therein.</p> <p>It is further declared that this First Loss Insurance Policy is not subject to Average Condition.</p> <p>Subject as otherwise stated herein, this Policy does not cover 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.</p> <p>Cheating is defined in the Penal Code as:</p> <p><i>"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any Property to any person or to consent that any person shall retain any Property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause Damage or harm to that person in body, mind, reputation or Property, is said to likely to cause Damage or harm to that person in body, mind, reputation or Property, is said to 'Cheat'."</i></p> <p>Any Loss or Damage caused by or attributed to the act of CBT by any person within the meaning of the definition of the offence as set out in the Penal Code.</p> <p>CBT is defined in the Penal Code as:</p> <p><i>"Whoever, being in any manner entrusted with Property, or with any dominion over Property, dishonestly misappropriates or converts to his own use that Property, or dishonestly uses or disposes of that Property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "Criminal Breach of Trust".</i></p>
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**Section A - Fire**

**Insurance**

In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the Schedule, 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 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 happening of its destruction or the actual amount of such Damage;

PROVIDED THAT the liability of the Company shall, in no event, exceed in respect of each item the Sum Insured or in the whole the Total Sum Insured; and

PROVIDED ALWAYS that the due observance and fulfillment 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 Section.

**Conditions**

(Relevant to this Section only)  
acknowledge of Premium  
payment

displacement/felled Building

1. 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 officer or duly appointed agent of the Company shall have been given to the Insured.

2. All Insurance under this Section

- (a) on any Building or part of any Building,
- (b) on any Property contained in any Building,
- (c) on rent or other subject matter of Insurance in respect 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 proceedings, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

**Exclusion**

(Relevant to this Section only)

3. 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 6(f)] or by its undergoing any heating or drying process.
- (c) Loss or Damage occasioned by or through or in consequence
  - I. the burning of Property by order of any public authority.
  - II. subterranean fire.

4. This insurance does not cover any Loss or Damage occasioned by or through or in consequence, directly or indirectly by any of the following occurrences, namely:-

- (a) earthquake, volcanic eruption or other convulsion of nature.
- (b) typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.

5. The insurance under this Section does not cover any liability for:-

Loss or destruction or Damage caused by pollution or contamination except (unless otherwise excluded) destruction or of Damage to Property insured caused by

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

6. Unless otherwise expressly stated in this Section this insurance does not cover:-

- (a) goods held in trust or on commission.



<p>cease of cover:</p> <p>exception in relation to marine insurance</p> <p><b>Extension</b> (Relevant to this Section only)</p> <p><b>Theft of Property consequence of Fire</b></p> <p>Company's rights/options</p>	<ul style="list-style-type: none"> <li>(b) bullion or unset precious stones.</li> <li>(c) any curiosity or work of art for an amount exceeding RM500/=.</li> <li>(d) manuscripts, plans, drawings, or design, patterns, model or moulds.</li> <li>(e) securities, obligations, or documents of any kind, stamps, coins or paper money, checks, books of account or other Business books, or computer records.</li> <li>(f) coal, against Loss or Damage occasioned by its own spontaneous combustion.</li> <li>(g) explosives.</li> <li>(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.</li> <li>(i) any Loss or Damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forest, bush, lalang, prairie, pampas or jungle and, the clearing of lands by fire.</li> </ul> <p>7. Under any of the following circumstances the insurance ceases to attach as regards to the Property affected unless the Insured before the occurrence of any Loss or Damage, obtains the sanction of the Company signified by an Endorsement upon the Policy, by or on behalf of the Company:-</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) if the Building insured or containing the insured Property becomes unoccupied and so remains for a period of more than thirty (30) days.</li> <li>(c) if the Property insured be removed to any Building or place other than that in which it is herein stated to be insured.</li> <li>(d) if the interest in the Property insured pass from the Insured otherwise than by will or operation of law.</li> <li>(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.</li> </ul> <p>8. 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 Section, be insured by any marine policy or policies except in respect of any Excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.</p> <p>9. The insurance under this Section extends to include:-</p> <ul style="list-style-type: none"> <li>(a) wages of the Insured's employees other than full time members of a Works fire brigade</li> <li>(b) the cost of replacement of fire fighting appliances and destruction of or Damage to materials (including employees' clothing and Personal Effects) unless otherwise specifically insured.</li> <li>(c) fire brigade charges.</li> </ul> <p>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 Location of the Property insured by this Section or immediately threatening to involve such Property.</p> <ul style="list-style-type: none"> <li>(d) This benefit will provide cover up to RM5,000 for theft of Property including goods held in trust or on commission specified in the Schedule after the occurrence of a fire up to maximum 3 days from the day of fire occur that prevent you from accessing your premise at any one period of insurance provided that reasonable precaution have been taken to safeguard the Premise after the fire incident.</li> </ul> <p>10. On the happening of any Loss or Damage to any of the Property insured under this Section of the Policy, the Company may:-</p> <ul style="list-style-type: none"> <li>(a) enter and take and keep possession of the Building or Premises where the Loss or Damage has happened.</li> <li>(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.</li> <li>(c) keep possession of any such Property and examine, sort, arrange, remove or otherwise deal with the same.</li> <li>(d) sell any such Property or dispose of the same for account of whom it may concern.</li> </ul> <p>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</p>
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<p>claims assessment and settlement</p>	<p>If the Insured or any person on behalf of the Insured 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 Section of the Policy shall be forfeited.</p> <p>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.</p> <p>11. 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 Total Sum Insured by the Company under this Section.</p> <p>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.</p>
<p>submission of claims documents</p>	<p>If in any case the Company shall be unable to reinstate or repair the Property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of Building or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such Property if the same could lawfully be reinstated to its former condition.</p>
<p>market value</p>	<p>12. 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 amount which the Insured is required to bear under this Section. For the purpose of this condition, the term market value shall mean the value of the Property insured herein at the time of the Damage or Loss less due allowance for wear and tear and/or depreciation</p>
<p>valuation report</p> <p>Reference to registered valuers and their impact on market value in respect of legal proceedings</p>	<p>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 agents authorized broker, authorized distributor or Building contractor of the cost of the replacement or reinstatement, subject to the application of appropriate depreciation, of the insured Property Damage or Loss as it was at the time of the occurrence of such Damage or Loss.</p> <p>In the event that there is, at the time of Damage or Loss there is 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 the Valuers and Appraisers Act 1981 and to be mutually appointed by both the Insured and the Company. The valuation of the insured Property by the manufacturer authorized sole agent or agent, authorized broker, authorized distributor, Building contractor, Loss Adjuster registered 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.</p>
<p>Average Clause</p>	<p>13. If the Property hereby insured shall at the breaking out of any fire be collectively of greater value than the Total Sum Insured under this Section, 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 this Section shall be separately subject to this condition.</p>
<p>Time limitation</p>	<p>14. 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.</p>
<p>Restriction of spray painting/powder spraying warranty (Applicable to manufacturing risks and workshop)</p>	<p>The Insured warrants that during the currency of the insurance cover of this Section of the Policy no spray painting/powder spraying or any process in connection therewith be carried on in the Premises described herein(except for motor repair workshop, garage, and service station (with spray painting). This Company is expressly declared to be free from liability for Loss of or Damage to, any electrical machine, apparatus, 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.</p>
<p>Electrical installations clause (A) (Applicable to manufacturing risks and workshop)</p>	<p>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 by such particular machine, apparatus or other electrical installation.</p>

**Section B - Fire Consequential Loss**

<p><b>Insurance</b></p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule:</p> <p>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:-</p> <ol style="list-style-type: none"> <li>1. fire;</li> <li>2. lightning; or</li> <li>3. explosion, in a Building in which gas is not generated and which does not form part of any gas works, of gas used therein for illuminating or for domestic purposes;</li> </ol> <p>(for the purpose of this Section, Damage includes destruction due to the above) 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.</p> <p>Provided that at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the Property at the Premises against such Damage and that payment shall have been made or liability admitted therefore under such insurance</p> <p>And that the liability of the Company shall in no case exceed in respect of each item the Sum Insured or in the whole the Total Sum Insured as specified in the Schedule in relation to this Section.</p>
<p><b>Conditions</b> (Relevant to this Section only)</p> <p>Displacement</p>	<ol style="list-style-type: none"> <li>1. Immediately upon any fall or displacement             <ol style="list-style-type: none"> <li>(a) of any Building Damage to which might give rise to a claim under this Section;</li> <li>(b) of any part of such Building;</li> <li>(c) of the whole or any part of any range of Buildings or of any structure of which such Building forms part;</li> </ol> <p>the insurance under this Section shall cease in respect of Loss resulting from Damage to such Building or Property therein PROVIDED THAT such fall or displacement is:-</p> <ol style="list-style-type: none"> <li>(i) 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;</li> <li>(ii) not caused by Damage, Loss resulting from which is covered by this Section or would be covered if such Building, range of Buildings or structure were included in the Premises to which this Section refers.</li> </ol> <p>If any claim be made under this Section 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.</p> </li> </ol>
<p>Excluded Interruption Loss</p>	<ol style="list-style-type: none"> <li>2. The Company shall not be liable so far as the interruption loss is increased:-             <ol style="list-style-type: none"> <li>(a) by extraordinary events taking place during the interruption,</li> <li>(b) by restrictions imposed by the authorities on the reconstruction or operation of the Business,</li> <li>(c) due to the Insured's lack of sufficient capital for timely restoration or replacement of Property destroyed, Damaged or lost.</li> </ol> </li> </ol>
<p>Excluded Cover</p>	<ol style="list-style-type: none"> <li>3. This Insurance does not cover:-             <p>Loss occasioned by or happening through or in consequence of:-</p> <ol style="list-style-type: none"> <li>(a) the burning of Property by order of any public authority,</li> <li>(b) subterranean fire,</li> <li>(c) Damage to Property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.</li> </ol> </li> </ol>

<p><b>Clauses</b> (Relevant to this Section only)</p> <p>Additional perils endorsements</p>	<p>It is hereby agreed and declared that notwithstanding anything in the within this Section contained to the contrary, the term Damage as defined in this Section shall extend to include Damage (by fire or otherwise) caused by the additional perils as covered under Section A of this Policy;</p> <p>PROVIDED that the liability of the Company shall in no case under this Endorsement and Section of the Policy exceed the Total Sum Insured under this Section.</p> <p>All other Conditions of this Section and Policy shall apply in all respect to the insurance granted by this Endorsement save in so far as the same as expressly varied hereunder.</p>
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**B.1 Gross Profit Difference Basis Wording** (This specification is attaching to Section B of the Policy - if indicated on the Schedule)

<p><b>Item no.</b></p> <p>On Gross Profit</p>	<p><b>Sum Insured</b></p> <p><b>RM - As specified in the Schedule</b></p>
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SPECIFICATION referred to in Policy No: As specified in the Schedule in the name of As specified in the Schedule and forming an integral part of this Section of the Policy.

THE INSURANCE UNDER GROSS PROFIT 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 proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

<p><b>DEFINITIONS</b></p> <p><b>Gross Profit</b></p> <p><b>Specified Working Expenses</b></p> <p><b>Turnover</b></p> <p><b>Indemnity Period</b></p> <p><b>Maximum Indemnity Period</b></p> <p><b>Rate of Gross Profit</b></p> <p>The rate of Gross Profit earned on the turnover during the financial year immediately before the date of Damage</p>	<p>The amount by which the sum of the Turnover, Closing Stock and Work-in-Progress shall exceed the sum of the Opening Stock, Work-in-Progress and the Specified Working Expenses</p> <p>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.</p> <p>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 the specification.</p> <p style="text-align: center;"><span style="border: 1px solid black; padding: 2px;"><b>As specified in the Schedule</b></span></p> <p>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.</p> <p>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 consequences of the Damage.</p> <p style="text-align: center;"><span style="border: 1px solid black; padding: 2px;"><b>As specified in the Schedule</b></span> months</p> <p>) to which such adjustment shall be made as</p> <p>) may be necessary to provide for the trend</p> <p>) of the Business and for variations in or</p> <p>) special circumstances affecting the</p> <p>) Business either before or after the Damage</p>
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<p><b>Annual Turnover</b></p> <p>The Turnover during the twelve months immediately before the date of the Damage.</p>	<p>) or which would have affected the Business had the</p> <p>) Damage not occurred so that the figures</p> <p>) thus adjusted shall represent as nearly as</p> <p>) may be reasonably practicable the results</p> <p>) which but for the Damage would have been</p> <p>) obtained during the relative period after</p> <p>) the Damage</p> <p>)</p> <p>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.</p> <p>If any standing charges of the Business be not insured by this Policy (having been deducted in arriving at the Gross Profit as define 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.</p> <p>B.1 In the event of the Gross Profit (or a proportional 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.</p> <p>This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of this Policy.</p>
<p><b>Standard Turnover</b></p> <p>The Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.</p>	
<p><b>Alternative Trading Clause</b></p>	
<p><b>Uninsured Standing Charges Clause</b></p>	
<p><b>Premium Adjustment Clause</b></p>	

**B.2 Gross Revenue Wording** (Specification "C" attaching to Section B - if indicated on the Schedule)

SPECIFICATION referred to in Policy No. As specified in the Schedule in the name of As specified in the Schedule and forming an integral part of this Section of the Policy.

**Item no.**

**Sum Insured**

On Gross Revenue

RM - As specified in the Schedule

THE INSURANCE UNDER GROSS REVENUE is limited to:

(a) **LOSS OF GROSS REVENUE** and (b) **INCREASE IN COST OF WORKING**

and the amount payable as indemnify 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**

As specified in the Schedule

months

**Gross Revenue**

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

<p><b>Standard Gross Revenue</b></p> <p>The Gross Revenue 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</p> <p>) may be necessary to provide for the trend</p> <p>) of the Business and for variations in or</p> <p>) circumstances affecting the</p> <p>) Business either before or after the Damage</p> <p>) or which would have affected the Business had the</p> <p>) Damage not occurred so that the figures</p> <p>) thus adjusted shall represent as nearly as</p> <p>) may be reasonably practicable the results</p> <p>) which but for the Damage would have been</p> <p>) obtained during the relative period after</p> <p>) the Damage</p>
<p><b>Annual Gross Revenue</b></p> <p>The Gross Revenue during the twelve months immediately before the date of the Damage</p>	
<p><b>Alternative Trading Clause</b></p>	
<p><b>Premium Adjustment Clause</b></p>	
<p>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.</p> <p>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 twelve months 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 fifty percent (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.</p> <p>This Premium Adjustment Clause is only valid for twelve (12) months from the date of expiry of this Policy.</p>	

Section C - Special All Risks	
<p><b>Insurance</b></p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will, by payment (or at its option by repair reinstatement or replacement) indemnify the Insured if during any Period of Insurance against any Loss or Damage to the Property described in the Schedule by accidental causes (not herein excepted) whilst</p> <ol style="list-style-type: none"> <li>1. within the Location of risk described in the Schedule</li> <li>2. in transit (including loading and unloading) within Malaysia and Singapore other than by sea or by air</li> </ol> <p>The maximum amount payable by the Company under this Section in any Period of Insurance shall not exceed so far as each item is concerned the Sum Insured thereon or in whole the Total Sum Insured.</p>
<p><b>Conditions</b> (Relevant to this Section only)</p> <p>Basis of settlement</p>	<ol style="list-style-type: none"> <li>1. a) In cases where Damage to an insured item can be repaired the Company will pay all expenses necessarily incurred to restore the Damaged item to its condition immediately before the occurrence of the Damage plus the cost of dismantling and re-erection for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop and customs duties if any to the extent that such expenses have been included in the Sum Insured/Total Sum Insured. If any parts are found to be unprocurable, the Company's liability shall be limited to the manufacturers' or suppliers' latest price thereof and any salvage shall be taken into account. Any extra charge incurred for overtime, night-work, work on public holidays, express freight, etc are not covered by this insurance. The cost of any alteration, addition, improvements or overhauling undertaken all the time of such repairs and the cost of any provisional repairs and the consequences thereof shall not be recoverable under this Section.</li> <li>b) In cases where an insured item is totally destroyed the Company shall pay the actual value of the item immediately before the occurrence of the Loss including ordinary freight by sea or land, cost of erection and customs duties if any, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charge for the removal of the Property destroyed.</li> </ol>

**Exceptions**  
(Relevant to this Section only)

- c) All Damage which can be repaired shall, however, be repaired but if the cost of the repairs as detailed herein above equals or exceeds the actual value of the Property insured immediately before the occurrence of the Damage then settlement shall be made on the basis provided for in (b) above.
- d) In both cases detailed in Conditions 1(a) & (b) the Indemnity paid will be equal to the sum so ascertained less the value of any salvage and subject to the application of Average Condition if necessary and the deduction of the Excess.

This section does not cover

1. the first amount of each and every Loss specified as Excess in the Schedule unless caused by fire or explosion, if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items.
2. Loss of or Damage to any item by its own explosion or collapse due to forces of internal steam or other fluid pressure, mechanical or electrical breakdown failure or derangement. Nothing contained in this Exception shall however be construed as excluding from the cover provided by this Section Damage to any item directly due to its impact or collision with anything external to the Item which may arise as a result of mechanical or electrical breakdown failure or breakage.
3. Loss of or Damage caused by testing or intentional overloading of any Property or any experiment involving the imposition of abnormal conditions.
4. Loss of or Damage to foundations, masonry, exchangeable or replaceable parts, and attachments such as flexible drives, tools used for cutting, drilling, grinding, polishing or similar purposes or moulds patterns, pulverizing and crushing surfaces, screens, sieves, refractory linings, ropes, belts, chains, elevators and conveyor bands, batteries, tyres, connection wires and cables, flexible pipes, jointing and packing materials, unless such Loss or Damage arises out of an accident for which the Company is responsible to other parts of the Property.
5. Loss of or Damage to cash bank notes, currency notes, cheques, traveller's cheques, giro cheques, postal and money orders, banker's draft, bills of exchange, bonds, luncheon vouchers, gift tokens, credit company's sales vouchers, trading stamps, postage stamps or stamps of any other kind, Securities of any description, jewelry, precious stones, precious metals, bullion, furs, curiosities, rare books and works of art.
6. Loss or Damage to:-
  - a) hand held phones, mobile phones, walkie-talkie, palmtop and electronic personal organizer, portable video camera, camcorder, portable photographic equipment
  - b) the contents of machinesunless such item(s) or contents are specifically mentioned in the Schedule.
7. corruption of data media or programs unless directly resulting from physical Loss or Damage to the Property.
8. wear and tear corrosion or deterioration due to atmospheric conditions or otherwise or scratching of painted or polished surfaces.
9. Loss of use of any Property or depreciation, contamination, consequential Loss or consequential Damage and legal liability of any kind of description.
10. Loss or Damage caused or arising out of the wilful act or gross negligence of the Insured.
11. any shortage discovered by or during an inventory unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereat.
12. Losses caused by infidelity of Insured's employees or person(s) to whom the Insured Property is entrusted.
13. Loss or Damage to any item whilst let out on hire or loan.
14. Loss or Damage to any machinery whilst being used on a public road under its own power.
15. Loss or Damage or consequential Loss occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:-
  - a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority.
  - b) permanent or temporary dispossession of any Building from the unlawful occupation of such Building by any person,  
  
Provided the Company is not relieved of any liability to the Insured in respect of physical Damage to the Property insured occurring before dispossession which is otherwise insured under this Section.
  - c) the destruction of Property by order of any public authority.
16. Loss or Damage or consequential Loss occasioned directly or indirectly by or through or in consequence of civil commotion assuming the proportions or amounting to a popular rising strike lock out labour disturbances acts of persons operating on behalf of or in connection with any political organization

Loss from Unattended Vehicle	<p>17. Losses caused by larceny (i.e. theft without violence or threat or violence) or mysterious disappearance</p> <p>18. Loss of Property insured from unattended vehicle is excluded from this Section.</p>
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Section D – Burglary	
<p><b>Insurance</b></p> <p><b>Definition</b> (Relevant to this Section Only)</p> <p><b>Conditions</b> (Relevant to this Section only)</p> <p><b>Exception</b> (Relevant to this Section only)</p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will by payment (or at its option by repair or replacement) indemnify the Insured in respect of Loss of or Damage to any part of the Property described in the Schedule while within the Premises as a direct result of Burglary happening during the Period of Insurance but not exceeding in any Period of Insurance so far as each item is concerned the Sum Insured or in all the Total Sum Insured.</p> <p>Provided such Damage is not otherwise insured the Company will in addition by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of Damage for which the Insured shall be liable caused to any Building at the Premises resulting directly from Burglary happening during any Period of Insurance up to an amount not exceeding ten percent (10%) of the Total Sum Insured or RM 10,000.00 whichever is the lesser in any Period of Insurance.</p> <p>For the purpose of this Section</p> <ol style="list-style-type: none"> <li>1. "Burglary" shall mean commission of theft accompanied by an actual forcible and violent entry or exit from any Building at the Premises or an attempt threat.</li> <li>2. "Building" shall mean <ol style="list-style-type: none"> <li>a) any Building other than an outbuilding or</li> <li>b) that part of any Building other than an outbuilding occupied exclusively by the Insured for the purpose of the Business</li> </ol> </li> </ol> <p>The Company shall in no case be bound to accept notice of any transfer on interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.</p> <p>The Company shall not be liable in respect of</p> <ol style="list-style-type: none"> <li>1. Loss or damage <ol style="list-style-type: none"> <li>a) of or to <ol style="list-style-type: none"> <li>i. Money <ol style="list-style-type: none"> <li>a) Cash, bank notes, currency notes, uncrossed cheques other than pre-signed blank cheques, travellers cheques, uncrossed giro cheques, uncrossed postal and money orders, uncrossed bankers' drafts, bills of exchange, luncheon vouchers, gift tokens, current trading stamps and current postage stamps</li> <li>b) Crossed cheques other than pre-signed blank cheques, crossed giro cheques and drafts crossed postal and money orders, crossed bankers' drafts and credit company sales voucher.</li> </ol> </li> <li>ii. Securities Shares in or debentures of a body corporate or an unincorporated body and unit trusts as defined in the Capital Market Services Act 2007 and includes any right, option or interest in respect thereof.</li> <li>iii. glass unless more specifically insured.</li> <li>iv. any part of the Property whilst in the open or in any outbuilding unless specified in the Schedule or by Endorsement</li> <li>v. any cash register when the Premises are closed for Business unless such cash register has been left open.</li> <li>vi. gaming amusement or vending machines or the contents thereof.</li> <li>vii. Business books documents and manuscript unless specified in the Schedule or by Endorsement.</li> <li>viii. computer system records.</li> </ol> </li> <li>b) expedited or in any way brought about by the Insured or any member of the Insured's family household or any employee of the Insured.</li> <li>c) by or consequent upon fire or explosion.</li> </ol> </li> </ol>





<p><b>Exceptions</b> (Relevant to this Section only)</p>	<p>ii. placed within a locked Safe or Strong-room (if any) in any Building provided the keys to such Safe or Strong-room are removed from the Premises</p> <p>During any time the Premise is left unattended or closed for Business</p> <p>c) All notes of combination lock letters and numbers for Safes and Strong-rooms (if any) must be removed from the Premises at all time if the Premises are left unattended or closed for Business.</p> <p>The Company shall not be liable in respect of loss:-</p> <ol style="list-style-type: none"> <li>1. due to robbery of theft by any director, partner or employee of the Insured;</li> <li>2. due to use of counterfeit Money</li> <li>3. or shortage resulting from clerical or accounting errors or omission or Loss due to errors in receiving or paying out or due to depreciation in value</li> <li>4. of Money from any vehicle left without an occupant.</li> <li>5. or Damage to Money sent by post</li> <li>6. of Money as described in Definition (a) above from any room left unattended and unlocked during Business/Working Hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room.</li> <li>7. destruction or Damage directly or indirectly caused by or contributed to by or arising from confiscation, detention, nationalization, requisition or deliberate destruction by any government public municipal local or custom authority.</li> <li>8. or Damage or consequential loss occasioned directly or indirectly by or through or in consequence of a civil commotion assuming the proportions or amounting to a popular rising.</li> </ol>
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Section F – Group Personal Accident	
<p><b>Insurance</b></p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will provide the cover shown in this Section up to the Sum Insured or Limit of Indemnity or Total Sum Insured as specified in the said Schedule.</p>
<p><b>Cover 1 – Accidental Death</b></p>	<p>The Company will pay the amount shown in the Schedule if during the Period of Insurance the Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause within one year in death.</p>
<p><b>Cover 2 – Permanent Disablement</b></p>	<p>The Company will pay the amount shown in the Schedule if during the Period of Insurance an Insured Person shall sustain Injury caused by an Accident resulting directly and independently of any other cause within one year in disablement (total or partial) as described in the "Scale of permanent disablement benefits". The Insured Person will receive the percentage of the amount as described in the "Scale of permanent disablement benefits".</p>
<p><b>Cover 3 – Temporary Total Disablement</b></p>	<p>The Company will pay the amount shown in the Schedule, up to a maximum of 104 weeks, if during the Period of Insurance the Insured Person shall become wholly and continuously disabled as a result of an Accident and is prevented from attending to or carrying out any duty pertaining to his usual occupation or Business.</p>
<p><b>Cover 4 – Temporary Partial Disablement</b></p>	<p>The Company will pay the amount shown in the Schedule, up to a maximum of 104 weeks, if during the Period of Insurance the Insured Person shall become partially and continuously disabled as a result of an Accident and is prevented from attending to or carrying out any duty pertaining to his usual occupation or Business.</p>
<p><b>Cover 5 – Accidental Medical Expenses</b></p>	<p>The Company will pay the necessary medical clinic or Hospital treatment expenses, including all daily room and board expenses incurred by the Insured Person while he/she is a Hospital Patient.</p> <p>The benefits will include the reimbursement of expenses incurred, where treatment is carried out by a registered Chinese Physician, herbalist or bonesetter, up to a maximum of RM250 per accident. Claim must be accompanied with an official payment receipt.</p> <p>For any one Insured Person, the Company will not pay more than the total amount shown in the Schedule for "Accidental Medical Expenses", for any one Accident.</p>
<p><b>Cover 6 – Hospital Cash (Accident)</b></p>	<p>The Company will pay the amount stated in the Schedule while the Insured Person is a Hospital Patient for treatment or surgery due to an Accident up to a maximum of 100 days any one Period of Insurance.</p>
<p><b>Cover 7 – Hospital Cash (Sickness)</b></p>	<p>The Company will pay the amount stated in the Schedule while the Insured Person is a Hospital Patient for treatment or surgery due to any one sickness up to a maximum of 100 days any one Period of Insurance.</p>

<p><b>Cover 8 – Repatriation Expenses</b></p>	<p>The Company will pay reasonable charges up to the amount stated in the Schedule in the event of death of the Insured Person resulting from an Accident outside Malaysia, to transport the body, or to cremate and transport the ashes to Malaysia, provided a valid claim is payable under Cover 1 of this Policy.</p>																														
<p><b>Cover 9 – Funeral Expenses</b></p>	<p>The Company will pay reasonable charges up to the amount stated in the Schedule in the event of death of the Insured Person resulting from an Accident, provided a valid claim is payable under Cover 1 of this Policy.</p>																														
<p><b>Cover 10 – Motorcycling Clause</b></p>	<p>Death or Injury whilst riding a motorcycle, motor scooter, moped or mechanically assisted pedal cycle (except as a result of racing, speed tests/trials or competitions).</p>																														
<p><b>Definitions</b> (Relevant to this Section F only)</p>	<table border="0"> <thead> <tr> <th data-bbox="568 436 790 470"><b>TERMS</b></th> <th data-bbox="805 436 1517 470"><b>MEANING</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="568 481 790 593">1. <b>Insured Person</b></td> <td data-bbox="805 481 1517 593">mean the person/persons specified in this Schedule as persons insured under this Section, whether named or otherwise, provided that such persons are between 16 and 65 years of age at the time of first inception and renewable up to 75 years of age.</td> </tr> <tr> <td data-bbox="568 604 790 660">2. <b>Injury</b></td> <td data-bbox="805 604 1517 660">bodily injury caused solely and directly by an Accident, independent of any other cause.</td> </tr> <tr> <td data-bbox="568 672 790 705">3. <b>Accident</b></td> <td data-bbox="805 672 1517 705">A sudden unforeseen and fortuitous event.</td> </tr> <tr> <td data-bbox="568 716 790 817">4. <b>Permanent Total Disablement</b></td> <td data-bbox="805 716 1517 817">Injury which, having lasted for a continuous period of twelve (12) calendar months from the date of Accident, entirely prevents the person(s) covered under this Policy from engaging in gainful employment of any and every kind and for which there is no hope of recovery.</td> </tr> <tr> <td data-bbox="568 828 790 974">5. <b>Temporary Total Disablement</b></td> <td data-bbox="805 828 1517 974">Means a state of incapacity resulting from Injury sustained which temporarily and totally prevents the Insured Person from engaging in his/her occupation. 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**SCALE OF PERMANENT DISABLEMENT BENEFITS**

1.	Permanent Total Disablement		100%
2.	Loss of limb		100%
3.	Total loss of sight of one eye or both eyes		100%
4.	Total paralysis		100%
5.	Complete and incurable insanity		100%
6.	Loss of hand at or above the wrist		100%
7.	Loss of foot at or above the ankle		100%
8.	Loss of sight of eye except perception of light		50%
9.	Loss of lens of eye		50%
10.	Loss of four fingers and thumb of one hand		50%
11.	Loss of four fingers		40%
12.	Loss of thumb	-both phalanges -one phalanx	25% 10%
13.	Loss of index finger	-three phalanges -two phalanges -one phalanx	10% 8% 4%
14.	Loss of middle finger	-three phalanges -two phalanges -one phalanx	6% 4% 2%
15.	Loss of ring finger	-three phalanges -two phalanges -one phalanx	5% 4% 2%
16.	Loss of little finger	-three phalanges -two phalanges -one phalanx	4% 3% 2%
17.	Loss of metacarpals	-first or second -third, fourth or fifth	3% 2%
18.	Loss of toes	-all -big, both phalanges -big, one phalanx -other than big, each toe	18% 5% 2% 1%
19.	Permanent and Total Loss of hearing	-both ears -one ear	75% 15%
20.	Permanent and Total Loss of speech		50%
21.	Any Permanent partial disablement not specified above other than Loss of sense of taste or smell – such percentage shall be assessed by the Company as in the opinion of the Company's medical advisors is not inconsistent with the foregoing without regard to the Insured Person's occupation.		

**Provisions**  
(these should be read in conjunction with the relevant part of the Schedule)

In respect of each Insured Person:

- upon death of the Insured Person, payment shall be made under Cover 1 only and no payment shall be made under Cover 2.
- the Sum Insured payable under Cover 2 shall not exceed the amount provided for under Cover 2.
- upon the payment of Cover 1 or the Insured Sum under Cover 2, the Company will be discharged from any further claim, except for expenses incurred under other Covers arising from the same Injury or Accident.
- any sum payable under Cover 1 or 2 shall be reduced by the total of any payment made under Cover 3 and 4 in respect of the same Injury or Accident.
- payments under Cover 3 may be made at intervals in arrears during the period of disablement at the Company's discretion but the Company shall reserve the right to withhold such payments if the Company so wish until the total amount due to the Insured Person under this Section shall have been ascertained and proved to the Company's satisfaction.

**Conditions**  
(Relevant to this Section only)

Condition Precedent to Liability

- The due observance and fulfillment of the terms provisions conditions and Endorsements of this Section and the 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 pursuant to this Section.

<p>Payment of Benefits</p> <p>Claims Notification</p> <p>Renewal</p>	<p>2. Any benefit payable under this Section will be paid to the beneficiary (ies) or nominee(s) named by the Insured Person or to his legal personal representative upon his death.</p> <p>3. If any Accident, Injury, Loss or liability happens which may give rise to a claim, the Insured must:</p> <ul style="list-style-type: none"> <li>■ give written notification to the Company of any Injury which may give rise to a claim under this Section with full particulars of both the occurrence and the Injury immediately, in the case of death, or within twenty one (21) days of the occurrence, in the case of Injury.</li> <li>■ ensure that proper medical and surgical advice is obtained and followed by the Insured Person or the Insured Person's family members as soon as possible after an Accident or Injury.</li> <li>■ at the Insured's expense, or at the expense of any person representing the Insured, provide the Company with all reports, certificates, information and other documents as the Company may reasonably require.</li> </ul> <p>The Company is entitled to request:</p> <ul style="list-style-type: none"> <li>■ an examination by a medical referee appointed by the Company for a non-fatal</li> <li>■ injury a post-mortem examination in the event of death.</li> </ul> <p>4. If the Insured Person reaches the age of 75 during the Period of Insurance, this Policy will not be renewable at the end of that period unless stated otherwise in the Schedule. The Company is not obliged to accept any Renewal Premium or send to the Insured notice of any Renewal Premium becoming due.</p> <p>In respect of each Insured Person, the Company shall not pay for:</p> <ol style="list-style-type: none"> <li>1. death, Injury, disablement and/or expenses as a result from or contributed to by any unlawful act of the Insured Person or his wilful exposure to danger (other than in an attempt to save human life), intentional self-injury, suicide or attempted suicide, while sane or insane.</li> <li>2. death, Injury, disablement and/or expenses as a result from or contributed to by any pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident, except bacterial infection that is the direct result of an Accidental cut or wound.</li> <li>3. death, Injury, disablement and/or expenses as a result from or contributed to by medical or surgical treatment except where such treatment is rendered necessary by Injury within the scope of this Section.</li> <li>4. death, Injury, disablement and/or expenses as a result from or contributed to by treatment related to cosmetic surgery for purposes of beautification no matter the treatment is rendered as a result of burns.</li> <li>5. death, Injury, disablement and/or expenses as a result from or contributed to by venereal disease, AIDS (Acquired Immunisation Deficiency Syndrome), ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) infection.</li> <li>6. death, Injury, disablement and/or expenses as a result from or contributed to by pregnancy or childbirth.</li> <li>7. death, Injury, disablement and/or expenses as a result from or contributed to by effect or influence of drugs not prescribed by a Medical Practitioner.</li> <li>8. death, Injury, disablement and/or expenses as a result from or contributed to by <ol style="list-style-type: none"> <li>(a) illness or disease (not resulting from accidental Injury); or</li> <li>(b) any naturally occurring condition or degenerative process.</li> </ol> </li> <li>9. Hospital Cash (Sickness) Benefit arising from an illness or condition the Insured Person known to exist at the commencement of the insurance coverage under this Section or for which the Insured Person has received advice or treatment during the twelve (12) months prior to the commencement date of the insurance coverage under this Section.</li> <li>10. death, Injury, disablement and/or expenses as a result from or contributed to by travel or flight in any vehicle or device for aerial navigation, other than solely as a passenger on a certificated passenger aircraft operated by a regularly established airline or any regularly scheduled, non-scheduled, special or chartered flight.</li> <li>11. death, Injury, disablement and/or expenses as a result from or contributed to by regular or temporary, military or police duties or fire service of any country.</li> <li>12. death, Injury, disablement and/or expenses as a result from or contributed to by declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, exercise of military or usurped power.</li> <li>13. death, Injury, disablement and/or expenses as a result from or contributed to by the Insured Person engaging or participating in any professional sports.</li> </ol>
<p><b>What Is Not Covered</b> (Relevant to this Section only)</p>	

	14. death, Injury, disablement and/or expenses as a result from or contributed to by the Insured Person engaging or participating in dangerous activities or sports such as winter sports, skating of any kind, rock climbing, mountaineering (which requires the use of ropes or guides), potholing, skin diving, parachuting, under water activities necessitating the use of underwater breathing apparatus, steeple chasing, big game hunting or hunting other than on foot, racing of any kind other than on foot.
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<b>Section G - Public Liability</b>	
<p><b>Insurance</b></p> <p><b>Definitions</b> (Relevant to this Section only)</p> <p><b>Limit of Indemnity</b></p> <p><b>Exceptions</b> (Relevant to this Section only)</p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages in respect of:</p> <p>a) Accidental bodily Injury (including death or disease) to any third party person;</p> <p>b) Accidental loss of or damage to any third party tangible property</p> <p>happening within the Geographical Limit during any Period of Insurance in connection with the Business of the Insured.</p> <p>In respect of any occurrence to which this Policy applies the Company will also pay:</p> <p>a) Legal costs recoverable by any claimant from the Insured;</p> <p>b) Costs and expenses incurred with the written consent of the Company.</p> <p>1. "Business" shall also include:</p> <p>a) the provision and management of canteen social sports and welfare organization for the benefit of the Insured's Employee</p> <p>b) first aid fire and ambulance services</p> <p>2. "Accidental" shall mean unexpected or unintended from the standpoint of the Insured</p> <p>3. "Employee" shall mean any</p> <p>a) person under a contract of service or apprenticeship with the Insured</p> <p>b) person hired to or borrowed by the Insured</p> <p>Whilst working for the Insured in connection with the Business of the Insured.</p> <p>4. "Geographical Limits" shall mean</p> <p>a) the Territorial Limit specified in the Schedule.</p> <p>b) elsewhere in the world excluding the United States of America or the Dominion of Canada or their territories or protectorates for the non-manual activities or works of a person whose normal place of residence is in the Territorial Limit specified in the Schedule but is away for a short time in connection with the Business of the Insured.</p> <p>5. "Injury" shall mean bodily injury disease or illness including death resulting therefrom.</p> <p>6. "Pollutants" shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacterial chemical sewage and waste. Waste includes materials to be recycled, reconditioned or reclaimed.</p> <p>7. "Products" shall mean all goods or products sold or supplied (including those supplied as part of any service rendered or contract work executed) by the Insured together with containers packaging and instructions supplied therewith.</p> <p>The total amount payable by the Company for damages or compensation, costs incurred by the Insured including but not limited to defence costs and expenses, and claimant's legal costs in respect of</p> <p>1. one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent upon or attributable to one source of original cause</p> <p>2. any one Period of Insurance for all claims</p> <p>shall not exceed the Limit of Indemnity irrespective of the number of the parties entitled to be indemnified under this Policy.</p> <p>The Company shall not be liable in respect of:</p> <p>1. Injury or property damage caused by, arising from or in connection with the ownership, possession or use by or on behalf of the Insured of any animal-drawn or mechanically propelled vehicles, locomotives, aircraft and other aerial devices, hovercraft or water-borne craft.</p> <p>2. Injury to any Employee or any claim arising under any Workmen's Compensation Law.</p>

3. damage to
  - a) any structure or land due to or alleged to be caused by vibration or to the withdrawal or weakening of support.
  - b) property owned leased rented or occupied by the Insured.
  - c) property held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking work in connection with the Business.
  - d) that part of any property worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work.
4. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
5. claims arising out of a breach of duty owed in a professional capacity by the Insured.
6. claims arising out of advice design formula or specification provided for a fee or otherwise.
7. Injury or property damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Period of Insurance and is
  - a) detected within 14 days of its commencement, and
  - b) reported to the Company within 7 days of it being detected.

provided that the liability of the Company in respect of any one Period of Insurance shall not exceed the Limit of Indemnity stated for any one occurrence which is specified in the Schedule. For the purpose of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.
8. claims damages costs and expenses arising out of any obligation of the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants on structures premises site or land currently or previously owned, occupied used by or under the control of the Insured where the obligation arises out of such ownership, occupancy, use or control by the Insured.
9. claims arising out of Products sold or supplied except for food and drink supplied by the Insured in canteens and sports and social clubs provided by the Insured for use of Employees.
10. the cost of
  - a) recalling any defective or potentially defective Product supplied;
  - b) rectifying defective work; or
  - c) doing or re-doing or making good any work which the Insured has contracted to do
11. fines, penalties, aggravated damages, exemplary or punitive damages
12. Injury or property damage directly or indirectly caused by or arising out of or in connection with any work undertaken on any offshore rig or platform or any work related travel undertaken on any vessel of aircraft to or from any offshore rig or platform.
13. loss of or damage to property caused by or resulting from the explosion of any boiler or other apparatus owned or used by the Insured which is intended to operate under internal pressure due to steam.
14. Injury or property damage directly or indirectly caused by or arising from or in consequence of or contributed to by liability arising from unintended, non agreed or improper pollination by, distribution of or blending with a genetically modified organism (GMO), a GMO product or product part with a GMO component.
15. Liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving latex allergy.

**Section H – Employer’s Liability**

<p><b>Insurance</b></p>	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the Schedule, if an Employee shall sustain Injury or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business described in the Schedule, the Company will</p> <ol style="list-style-type: none"> <li>1. indemnify the Insured against liability at law to pay compensation;</li> <li>2. pay claimant’s costs and expenses incurred in respect of such Injury; and</li> <li>3. in addition pay all costs and expenses incurred with its written consent.</li> </ol> <p>The Company will also in the event of the death of the Insured’s Employee indemnify the Insured Employee’s legal personal representatives in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms of this Section in so far as they are applicable.</p>
<p><b>Definitions</b> (Relevant to this Section only)</p>	<p>For the purpose of this Section:</p> <p>“Accident” means sudden unforeseen and fortuitous event</p> <p>“Business” shall not include any work undertaken on any offshore rig, or platform nor any work related travel undertaken on any vessel or aircraft to or from offshore rig or platform;</p> <p>“Employee” means any person who under a contract of service or apprenticeship with the Insured.</p> <p>“Injury” means bodily injury caused solely and directly by an Accident, independent of any other cause.</p>
<p><b>Limit of Indemnity</b></p>	<p>The total amount payable by the Company for compensation and all costs and expenses in respect of</p> <ol style="list-style-type: none"> <li>a) any and all claims arising out of one sudden occurrence or series of sudden occurrences consequent on or attributable to one source or original cause shall not exceed RM5,000,000 or the amount as specified in the Schedule whichever is the lower irrespective of the number of employee who may sustain Injury consequent on or attributable to the same source or original cause.</li> <li>b) all personal injury caused during any one Period of Insurance irrespective of the number of employees who may sustain Injury shall not exceed RM5,000,000 or the amount as specified in the Schedule whichever is the lower.</li> </ol> <p>For the purpose of establishing the total amount payable by the Company in respect of one Period of Insurance, it is understood that for any claim where Injury is caused during a period which extends outside such Period of Insurance, the amount of compensation costs and expenses indemnifiable arising out of such claim shall be limited to no more than the proportion of the total amount of compensations costs and expenses for the claim as the length of such Period of Insurance (or part thereof as applicable) bears to the total length of the period during which such Injury is caused.</p>
<p><b>Exception</b> (Relevant to this Section only)</p>	<p>The Company shall not be liable in respect of</p> <ol style="list-style-type: none"> <li>1. the Insured’s liability to employees of contractors to the Insured.</li> <li>2. any liability of the Insured which attaches by virtue of any agreement, but which would not have attached in the absence of such agreement.</li> <li>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.</li> <li>4. any Injury or disease sustained outside the Territorial Limit as indicated on the Schedule.</li> <li>5. any liability of the Insured to pay compensation to any Employee or to the legal personal representatives or defendants of an Employee by virtue any Workmen’s Compensation law.</li> </ol>
<p>Legal Liability of Employee to Fellow Employee Extension</p>	<p>If any Employee shall sustain Injury 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 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 costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.</p> <p>Provided that the Employee claiming to be indemnified shall as though he were the Insured observe, fulfil and be subject to the terms of this Section and Policy in so far as they can apply.</p>



**Section I – Fidelity Guarantee**

**Insurance**

In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will indemnify the Insured

1. against Loss of money or goods belonging to or held in trust by the Insured caused directly by any Fraudulent or Dishonest act committed during any Period of Insurance by an Employee in connection with his employment by the Insured in the Business after the commencement date of the Employee's employment and discovered not later than twelve (12) months (known as Discovery Period) after the termination of:
  - a) the insurance in respect of such Employee; or
  - b) cover under this Section or the Policy;whichever occurs first.
2. for external auditor's fee incurred with the Company's written consent solely to substantiate any claim made under 1 above.

**Definitions**

(Relevant to this Section only)

For the purpose of this Section

1. "Employee" shall mean any person who is normally resident within the Territorial Limit specified in the Schedule to whom the Insured has the right at all times to go govern control and direct in the performance of his work in the Business of the Insured and who is described in the Schedule by name category of Employee or position but it is expressly understood and agreed that persons remunerated solely by commission are specifically excluded from the cover provided by this Section.
2. "Fraudulent or Dishonest act" shall mean any act of fraud or dishonesty committed by an Employee with the intent of obtaining an improper financial gain for himself or for any other person or organization intended by the Employee to receive such gain.
3. "One Claim" shall mean all claims or series of claims consequent on or attributable to one source or original cause.
4. "Accident" means sudden unforeseen and fortuitous event.
5. "Injury" means bodily injury caused solely and directly by an Accident, independent of any other cause

**Limit of Indemnity**

The Total amount payable by the Company

1. during continuation of this Policy (irrespective of how many times this Section has been renewed) and any replacement, Fidelity Insurance issued by the Company to the Insured shall not exceed in respect of any one Employee the Specific Limit of Indemnity applying to such Employee at the time the earliest Fraudulent or Dishonest act was committed by such Employee. and/or
2. shall not exceed in respect of any one Period of Insurance the Aggregate Limit of Indemnity as stated in the Schedule for all Fraudulent or Dishonest acts committed during such period.

For the purposes of interpreting paragraphs (1) and (2) of the Limits of Indemnity any act committed prior to the inception of this Section but indemnifiable under the terms of the interlocking cover shall be regarded as having been committed during the first (earlier) Period of Insurance. Specific Limit of Indemnity and Aggregate Limit of Indemnity are as shown in the Schedule.

In addition the Company shall pay the external auditor's fee incurred arising from or in connection with any One Claim.

**Excess**

(Relevant to this Section only)

The Insured shall be liable for the first amount of Loss shown in the Schedule as the Excess in respect of any One Claim.

**Conditions**

(Relevant to this Section only)

**Insured's Duties**

1. The Insured shall
  - a) at all times comply with the system of check declared in the Proposal and with any subsequent change to the system of check which has been advised to and accepted in writing by the Company.
  - b) advise the Company immediately of
    - (i) any material change in the nature of the Insured's Business
    - (ii) any change to the system of check declared in the ProposalIn the absence of such advice and written acceptance by the Company of the change the Company shall not be liable for any subsequent Loss which otherwise would have been indemnifiable under this Section.
  - c) not continue to entrust an Employee with money or goods after having knowledge of any material fact which tended to cast doubt on the honesty of such Employee.
  - d) take reference in respect of each Employee in accordance with the Insured's criteria declared in the Proposal or as otherwise agreed in writing by the Company.

<p>Claims Condition/loss reduction and recovery</p> <p><b>Exception</b> (Relevant to this Section only)</p>	<p>2. The Insured shall whether the Company's liability hereunder have been ascertained or not give all reasonable assistance to enable the Company to obtain by legal proceedings or otherwise the reimbursement of any Loss by the Employee or by the Employee's estate or recovery of the Loss from any other source.</p> <p>The following shall be deducted from any amount otherwise payable as indemnity under this Policy</p> <p>a) any money of the Employee in the hands of the Insured</p> <p>b) any money which but for the Employee's dishonesty would have been due to the Employee from the Insured</p> <p>The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any Loss in the proportion that the amount of the Loss borne by each bears to the total amount of the Loss.</p> <p>The Company shall not be liable for</p> <ol style="list-style-type: none"> <li>1. Loss in respect of any improper financial gain obtained by any Employee in the form of salaries feed commission or other benefits earned in the normal course of employment;</li> <li>2. Loss of interest or consequential Loss of any kind;</li> <li>3. error in book keeping and/or Losses during stocktaking unless the perpetrator(s) is/are identified by the Insured;</li> <li>4. Loss resulting from Injury;</li> <li>5. trading risks and/or Loss by dealers, traders, brokers, etc. in the financial and/or commodity markets;</li> <li>6. liability risks of any kind;</li> <li>7. espionage, blackmailing, extortion, libel and similar risks; and</li> <li>8. negligent by the Employee.</li> </ol>
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<b>Section J - Plate Glass</b>	
<p><b>Insurance</b></p> <p><b>Definition</b> (Relevant to this Section only)</p> <p><b>Conditions</b> (Relevant to this Section only)</p> <p><b>Exception</b> (Relevant to this Section only)</p>	<p>If any of the Plate Glass at the Premises shall during the Period of Insurance be broken by fracture extending through its entire thickness as a result of any accident or misfortune not hereunder excepted, In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company will</p> <ol style="list-style-type: none"> <li>a) replace the broken Plate Glass with glass of similar quality or at its option pay to the Insured the actual value of the Plate Glass broken at the price current at the date of breakage less the value of any salvage</li> <li>b) pay the reasonable cost of any necessary temporary boarding up pending replacement of the broken Plate Glass</li> </ol> <p>Provided that the Company's liability shall not exceed in aggregate the Limit of Liability as shown in the Schedule in any one Period of Insurance.</p> <p>For the purpose of this Policy</p> <ol style="list-style-type: none"> <li>a) the "Sum Insured" shall be deemed to represent the replacement cost of the Plate Glass including labour and materials.</li> <li>b) all "Plate Glass" shall be considered plain and of ordinary glazing quality and without embossing silvering lettering bending or ornamental work of any kind unless expressly stated.</li> </ol> <p>In the event of any breakage, Loss or Damage the Insured shall give immediate notice to the Company with full particulars thereof. If such breakage relates to stained Plate Glass, the Company shall only be liable for the cost of repairing the broken Plate Glass by stained Plate Glass artists of recognized repute and standing and shall not pay any Loss arising from inferior artistic merit.</p> <p>The Company shall not be liable for</p> <ol style="list-style-type: none"> <li>1. breakage occasioned by or traceable to <ol style="list-style-type: none"> <li>a) construction of or structural alteration to the Premises;</li> <li>b) alterations to or removal of any of the Plate Glass; and</li> <li>c) settlement or expansion or contraction of the Plate Glass or frames or fittings due to climatic conditions;</li> </ol> </li> </ol>

	<p>2. claims in respect of</p> <p>a) Damage to window frames or other fittings.</p> <p>b) the cost of removal and reinstatement of window fittings and other obstruction to replacement;</p> <p>c) Plate Glass which at the commencement of the insurance thereon is broken or Damaged and not subsequently replaced;</p> <p>d) Damage to Plate Glass whilst not fixed and/or which forms part of the stocks in trade or merchandise;</p> <p>e) ornaments antiques or portable Plate Glass objects.</p> <p>f) Plate Glass in electronic and/or printing equipment</p> <p>3. any consequence of</p> <p>a) fire and/or explosion.</p> <p>b) civil commotion assuming the proportion or amounting to a popular rising.</p>
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**Section K - Workmen's Compensation**

Insurance	<p>In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, if at any time during the Period of Insurance any employee in the Insured's immediate service shall:</p> <p>(a) sustain Injury or disease arising out of and in the course of his employment by the Insured in the Business; and</p> <p>(b) if the Insured shall be liable to pay compensation for such Injury under the Workmen's Compensation Act 1952 and all other subsidiary legislation in connection thereto (including but not limited to orders, enactments, extensions and modifications) as amended up to the date of inception of the insurance cover under this Section ('Law(s)'),</p> <p>subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its content in defending any claim for such compensation.</p> <p>PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.</p>
<p><b>Definitions</b> (Relevant to this Section only)</p>	<p>For the purpose of this Section</p> <p>(a) "Accident" means sudden unforeseen and fortuitous event.</p> <p>(b) "Injury" means bodily injury caused solely and directly by an Accident, independent of any other cause</p>
<p><b>Conditions</b> (Relevant to this Section only)</p>	<p>1. The first Premium and all Renewal Premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one (1) month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which Premium has been paid the difference in Premium shall be met by a further proportionate payment or refund by the Company as the case may be.</p> <p>2. The due observance and fulfillment of the terms, conditions and Endorsements of this section so far as they relate to anything to be done or not to be done by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Section and/or Policy.</p>
<p><b>Exceptions</b> (Relevant to this Section only)</p>	<p>The Company shall not be liable under this Section in respect of:</p> <p>(a) the Insured's liability to employees of contractors to the Insured.</p> <p>(b) any employee who is not a "workmen" within the meaning of the Law(s).</p> <p>(c) any liability of the Insured which attaches by virtue of an agreement but which would not have</p> <p>(d) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party,</p> <p>(e) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party,</p>

**Section L - Mobile Plant and Equipment**

**Insurance**

In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, the Company:

1. will indemnify the Insured against Loss of or Damage to the equipment by:
  - (a) accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear.
  - (b) fire external explosion self-ignition or lightning.
  - (c) burglary or theft.
2. at its own option, may pay in cash the amount of the Loss or Damage or may repair, reinstate or replace the equipment or any part thereof or its accessories or parts but the liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting or repairing such parts.

PROVIDED ALWAYS THAT the maximum liability of the Company in respect of any item shall not in any case exceed the Sum Insured against such item and that the maximum liability of the Company shall not in any case exceed the Total Sum Insured.

**Conditions**

(Relevant to this Section only)

1. The due observance and fulfilment of the terms provisions 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 a condition precedent to any liability of the Company.
2. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent Loss or Damage and comply with statutory requirements and manufacturers' recommendations.
3. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
4. 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 required by the Company in the interest of any right or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Section) to which the Company is or would become entitled or which is or would be subrogated to them upon their paying for or making good any Loss or Damage under this Section, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.
5. In the event of the Company disclaiming liability in respect of any claim and if an action or suit is not commenced within three (3) months after such disclaimer or (in the case of arbitration taking place pursuant to the terms and conditions applicable to this Section) within three (3) months after the arbitrators or umpire have made their award, all benefit under this Section in respect of such claim shall be forfeited.
6. In the event of a Loss to the Property insured herein, the Company shall pay the insured value or the market value of the insured Property, whichever is the lower, subject to the deduction of any Excess and amounts which the insured is required to bear under this Section. For the purpose of this condition, the term "market value" shall mean the value of the Property insured herein at the time of Damage or Loss less due allowance for wear and tear and/or depreciation.

The market value of the insured Property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent authorized broker, authorized distributor 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 for the insured Property, the valuation shall be obtained from a Loss Adjuster registered under the Financial Services Act 2013. The valuation of the insured Property by the manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or Loss Adjuster registered under the Financial Services Act 2013 shall be conclusive evidence in respect of the market value of the insured Property in any legal proceedings against the Company.

7. Subject otherwise to the terms of this Section:

In the event that spare parts or accessories for the repairs of the equipment are not available in Malaysia, or if the Company exercises the option to pay in cash for the Loss or Damage, then, the Company's liability for such spare parts accessories shall be:

- (a) the price quoted in the latest catalogue or price list issued by the manufacturer or their agent, or in the event no such catalogue exists the price at the manufacturer's work plus reasonable cost of transport (except air freight) and
- (b) reasonable cost of fitting such spare parts/accessories.

**Exclusions**

(Relevant to this Section only)

8. It is hereby declared and agreed that if the Property hereby insured shall, at the time of any Loss or Damage insured by this Section 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 this Section shall be separately subject to this condition.

The Company shall not be liable for

- (a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not bear more than the highest single Excess applicable to such items;
- (b) Loss or Damage due to electrical or mechanical breakdown, failure, breakage or derangement overloading or strain freezing of coolant or other fluid, defective lubrication or lack of oil or coolant;
- (c) Any Loss or Damage sustained:
  - (i) outside the Territorial Limit stated in the Schedule.
  - (ii) whilst in transit (including the process of loading and unloading).
  - (iii) whilst the equipment is operated by any person other than an Authorized Operator.
  - (iv) whilst the equipment is used otherwise than in accordance with the Limitations as to use as stated in the Schedule.
  - (v) whilst the equipment is operated by an Authorized Operator who is under the influence of intoxicating liquor or drugs.
- (d) Loss of accessories and/or attachments and/or parts unless the whole equipment is lost or stolen at the same time;
- (e) Loss or Damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine;
- (f) Loss of or Damage to vehicles designed and licensed for general road use as defined in the Road Transport Act for the time being in force;
- (g) Loss of or Damage to waterborne vessels or craft;
- (h) Loss or Damage caused by or arising out of or contributed to by or traceable to landslide, landslip, subsidence or sinking of the soil/earth, earthquake, volcanic eruption, subterranean fire, flood, typhoon, hurricane or other convulsion of nature.
- (i) Loss or Damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);
- (j) Loss or Damage occurring whilst any insured item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
- (k) Loss of or Damage to plant and/or machinery working underground unless otherwise agreed by Endorsement;
- (l) Loss or Damage due to any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not.
- (m) Loss or Damage directly or indirectly caused by, or arising out of, or aggravated by the wilful act or wilful negligence of the Insured or his representatives;
- (n) Loss or Damage caused by dishonest act of the Insured's Employees or with the connivance of the Insured or the dishonest act of any person to whom the equipment is entrusted;
- (o) Loss or Damage for which the supplier or manufacturer is responsible either by law or under contract;
- (p) consequential Loss or liability of any kind or description;
- (q) Loss or Damage discovered only at the time of taking an inventory or during routine servicing;
- (r) Delay confiscation or detention by order of any Government or public authority.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of exclusions (l) to (o) above any Loss, destruction or Damage is not covered by this Section, the onus of proving that such Loss, destruction or Damage is covered shall be upon the Insured.

Limitation as to use

Use in connection with the Insured's Business stated above but excluding use:

- (a) for racing pace-making reliability trial demonstration or speed testing,
- (b) for the carriage of passengers,
- (c) whilst drawing a trailer or towing any vehicle for reward

Section M – Machinery Breakdown

Insurance

In consideration of the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon.

**The Insurers hereby agree** with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short-circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

**The Insurers will indemnify** the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby. This Policy shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

Exclusion

The Insurers shall not be liable for

1. The deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
2. Loss of or damage to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts;
- 3.. Loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
- 4.. Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;
- 5.. Loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
6. Loss or damage arising out of the wilful act or gross negligence of the Insured or his representatives;
7. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;
8. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
9. Consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein;

In any action, suit or other proceeding where the Insurers allege that, by reason of the provision of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

Provisions  
**MEMO 1 – SUM INSURED**

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

**MEMO 2 – BASIS OF INDEMNITY**

- (a) In cases where damage to an insured item can be repaired – the Insurers shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Insurers shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

**Conditions**

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage; the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

- (b) In cases where an insured item is destroyed – the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurers shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

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

The cost of any alterations, additions, improvements, or overhauls shall not be recoverable under this Policy. The cost of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total cost of repair.

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

1. In the event of any occurrence which gives rise or is likely to give rise to a claim under this Policy, the Insured shall
  - (a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage
  - (b) take all reasonable steps within his power to minimize the extent of loss or damage
  - (c) preserve the parts affected and make them available for inspection by a representative or surveyors of the insurers
  - (d) furnish all such information and documentary evidence as the Insurers may require

The insurer shall no account be liable for loss or damage of which no notice has been received by the insurers within 14 days of its occurrence. Upon notification being given to the Insurers, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Insurers, or if temporary repairs are carried out without the Insurers' consent.
2. The Insurers shall be entitled to withhold indemnification
  - (a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurers of the necessary proof.
  - (b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.
3.
  - (a) If the proposal or declaration of the Insured is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Policy shall be void and the Insurers shall not be liable to make any payment hereunder.
  - (b) In the event of the Insurers disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place within three months after the arbitrators or umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.
4. The Insurers shall not be liable to pay interest other than interest for default.

**Section N - Machinery Breakdown Loss of Profit**

<b>Insurance</b>	<p><b>The Insurers hereby agree</b> with the Insured that if during the period of insurance or any renewal thereof the business carried on by the Insured at the premises specified in the schedule(s) is interrupted or interfered with in consequence of an accident (as hereinafter defined) of any machinery described in the list of machinery and plant insured, then the Insurers shall in respect of each subject matter insured indemnify the Insured against the amount of loss as hereinafter defined resulting from such interruption or interference.</p> <p><b>Provided that</b> the liability of the Insurers in no case exceeds in respect of each subject matter insured in any one year of insurance the sum expressed in the schedule(s) to be insured thereon or in the whole the total sum insured hereby or such other sum or sums as may hereinafter be substituted therefore by endorsement signed by or on behalf of the Insurers.</p>
<b>Basis of insurance</b>	<p>The cover provided under this Policy shall be limited to loss of gross profit due to reduction in turnover and increase in cost of working and the amount payable as indemnity hereunder shall be</p> <ul style="list-style-type: none"> <li>- in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period, in consequence of the accident, falls short of the standard turnover,</li> <li>- in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding of diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the accident, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided,</li> </ul> <p>less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of the gross profit as may cease or be reduced in consequence of the accident,</p> <p>provided that if the sum insured hereunder is less than the sum produced by applying the rate of gross profit to the annual turnover, the amount payable is proportionately reduced.</p>
<b>Exclusions</b>	<p>The Insurers shall not be liable for</p> <ol style="list-style-type: none"> <li>1. Loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;</li> <li>2. Loss or damage due to the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments.</li> <li>3. Loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;</li> <li>4. Loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;</li> <li>5. Loss or damage arising out of the wilful act or gross negligence of the Insured or his representatives;</li> <li>6. Loss or damage to             <ol style="list-style-type: none"> <li>(a) foundations and masonry, unless specifically included and described in the list of machinery and plant insured</li> <li>(b) exchangeable and replaceable parts such as bits, drills, knives, saw blades</li> <li>(c) dies, moulds, patterns, blocks, stamps, punches, coatings, or engravings on cylinders and rolls</li> <li>(d) parts which by their use and/or nature suffer a high rate of wear or depreciation such as crushing surfaces, balls, hammers, screens and sieves, engraved soft metal cylinders, wear plates, elevator and conveyor belts or bands, chains, flexible pipes, jointing and packing materials, filter cloths, parts made of glass, rubber, textile or synthetics, grinding wheels, ropes, belts, straps, cables other than electrical conductors, brushes, batteries, tyres, refractory materials, grate bars, burner jets</li> <li>(e) operating media such as fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents, lubricants</li> </ol> </li> <li>7. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority;</li> </ol>



	<p>8. Any consequence of nuclear reaction, nuclear radiation or radioactive contamination.</p> <p>9. Repair or replacement necessitated by direct damage due to wear and tear, corrosion, erosion, deposits of scale, sludge or other sediment, rust or scratching of painted or polished surfaces, or by any other direct consequences of progressive or continuous influences from working or atmospheric or chemical action, but the Insurers shall be liable for any loss resulting from interruption or interference caused by damage arising from such causes and otherwise insured by this Policy.</p> <p>10. Shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item indicated in the list of machinery and plant insured is involved.</p> <p>11. Any restrictions on reconstruction or operation imposed by any public authority.</p> <p>12. The Insured not having at his disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery.</p> <p>13. Loss of or damage to machinery, mechanical installations and their additional installations or other items which are not listed in the list of machinery and plant insured, even if the consequence of material damage to an item indicated in the list of machinery and plant insured is involved.</p> <p>14. Loss of business due to causes such as suspension, lapse or cancellation of a lease, license or order, etc, which occurs after the date when the machinery affected by an accident is again in operating condition and the business could have been resumed, if said lease, license or order, etc, had not lapsed or had not been suspended or cancelled.</p> <p>In any action, suit or other proceeding where the insurers allege that by the reason of provisions of exclusions 3 – 7 above any loss is not covered by this policy, the burden of proving such loss is covered shall be upon the insured. The amount by which the sum of the value of the turnover and the value of the closing stock exceed the sum of the value of the opening stock and the amount of the specified working expenses. The values of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.</p>			
Definitions				
<b>GROSS PROFIT</b>	The amount by which the sum of the value of the turnover and the value of the closing stock exceed the sum of the value of the opening stock and the amount of the specified working expenses. The values of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.			
<b>SPECIFIED WORKING EXPENSES</b>	<p>The variable expenses of the business which are not insured by this Policy;</p> <ol style="list-style-type: none"> <li>1. turnover and purchases taxes</li> <li>2. purchases (less discounts received)</li> <li>3. carriage, packing and freight</li> </ol>			
<b>TURNOVER</b>	The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.			
<b>INDEMNITY PERIOD AND TIME EXCESS</b>	The period not exceeding the indemnity period limit stated in the list of machinery and plant insured commencing with the occurrence of the accident during which the results of the business are affected in consequence of such accident, provided always that the Insurers are not liable for the amount of loss arising during the time excess, such time excess to commence as from the beginning of the interruption of or interference with the business resulting in a claim under this Policy.			
	<table border="1" style="width: 100%;"> <tr> <td data-bbox="571 1518 1045 1646"> <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 the accident.</p> </td> <td data-bbox="1045 1518 1524 1818" rowspan="2"> <p>to which such adjustments are made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.</p> </td> </tr> <tr> <td data-bbox="571 1646 1045 1818"> <p><b>STANDARD TURNOVER</b> The turnover during that period in the twelve months immediately before the date of the accident which corresponds to the indemnity period.</p> </td> </tr> </table>	<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 the accident.</p>	<p>to which such adjustments are made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred, so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.</p>	<p><b>STANDARD TURNOVER</b> The turnover during that period in the twelve months immediately before the date of the accident which corresponds to the indemnity period.</p>
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<p><b>STANDARD TURNOVER</b> The turnover during that period in the twelve months immediately before the date of the accident which corresponds to the indemnity period.</p>				
<b>ANNUAL TURNOVER</b>	The turnover which the Insured would have been able to obtain but for the accident during the twelve months immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.			
<b>ACCIDENT</b>	<p>Unforeseen and sudden physical loss or damage occurring to the insured machinery and necessitating its immediate repair or replacement due to causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, malice, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or any other cause not specifically excluded hereinafter whilst such machinery is</p> <p>- working or at rest,</p>			

<p>Provision</p> <p><b>MEMO 1 – BENEFITS FROM OTHER PREMISES I</b></p> <p><b>MEMO 2 – RETURN OF PREMIUM</b></p> <p><b>MEMO 3 – RELATIVE IMPORTANCE</b></p> <p><b>MEMO 4 – OVERHAULS</b></p> <p><b>MEMO 5 – BENEFITS AFTER RECOMMISSIONING</b></p> <p><b>MEMO 6 – REINSTATEMENT OF SUM INSURED</b></p> <p><b>MEMO 7 – MATERIAL DAMAGE COVER FOR MACHINERY INSURED</b></p> <p><b>Conditions</b></p>	<p>- being dismantled, moved or re-erected for the purpose of cleaning, inspection, repair or installation at another location within the premises, provided such machinery has successfully completed its performance acceptance tests.</p> <p>If during the indemnity period goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others acting on his behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving of the turnover during the indemnity period.</p> <p>If the Insured declares at the latest six (6) months after the expiry of any policy year that the gross profit earned during the accounting period of twelve months most nearly concurrent with any period of Insurance, as certified by the Insured's auditors, was less than the sum insured thereon, a pro-rata return of premium not exceeding one third of the premium paid on such sum insured for such period of insurance shall be made in respect of the difference.</p> <p>If any accident has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such accident.</p> <p>The term "relative importance" referred to in the list of machinery and plant insured shall be the percentage effect which a breakdown of a particular machine will have on the total gross profit, disregarding any loss minimizing measures. If in the event of an accident affecting an insured item of machinery the percentage of relative importance stated in the list of machinery and plant insured for this item is lower than the actual percentage of relative importance subsequently arrived at for the period of interruption, the Insurers shall only be liable to indemnify the proportion which the percentage of relative importance stated in the list of machinery and plant insured bears to the actual percentage.</p> <p>In calculating the loss, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption.</p> <p>If during a period of six months immediately following the recommissioning of insured machinery after an accident, the Insured derives benefits from deferred sales or from increased production and/or profits as a consequence of an interruption, such benefits shall be taken into account in determining the indemnity payable under this Policy.</p> <p>For the period following the occurrence of an accident up to the end of the policy period the sum insured shall be reinstated by payment of an additional premium on a pro-rata basis, such premium to be calculated from that part of the sum insured which corresponds to the indemnity paid; the agreed sum insured shall remain unaltered.</p> <p>The machinery described in the list of machinery and plant insured shall be covered against machinery breakdown during the currency of this Policy.</p> <ol style="list-style-type: none"> <li>1. Dismantling and reassembling in connection with any examinations shall be carried out by the Insured on such date or dates as the Insurers and the Insured mutually agree upon for the making of such examinations.</li> <li>2. The Insured shall be obliged to keep complete records. All records, e.g. inventories, production and balance sheets, for the three preceding years shall be held in safe keeping or, as a precaution against their being simultaneously destroyed, the Insured shall keep separate sets of such records.</li> <li>3. In the event of any occurrence which gives rise or is likely to give rise to a claim under this Policy, the Insured shall       <ol style="list-style-type: none"> <li>(a) immediately notify the Insurers by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;</li> <li>(b) do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interruption of or interference with the business or to avoid or diminish the loss resulting therefrom;</li> <li>(c) as far as may be reasonably practicable, without causing any increase in the period of interruption or interference, take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim;</li> <li>(d) discontinue the use of any damaged machinery unless the Insurers authorize otherwise, and the Insurers shall not be liable in respect of any further interruption or interference arising out of the continued use of any damaged machinery without their having given their consent to such use until said machinery has been repaired to the satisfaction of the Insurers.</li> </ol> </li> <li>4. In the event of a claim being made under this Policy not later than thirty days after the expiry of the indemnity period or within such further times as the Insurers may allow in writing, the Insured shall at his own expense deliver to the Insurers a written statement setting forth particulars of his claim together with details of all other policies covering the accident or any part of it or consequential loss of any kind resulting therefrom, and the Insured shall at his own expense also produce and furnish to the Insurers such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Insurers for the purpose of investigating or verifying the claim, together with - if required - a statutory declaration of the truth of the claim and of any matters connected therewith.</li> <li>5. In the event of an accident to any insured machinery likely to give rise to a claim hereunder the Insurers shall have the right to take over and control all necessary repairs or replacements.</li> </ol>
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	<p>6. In the event of any occurrence in respect of which a claim is or may be made under this Policy the Insurers and every person authorized by the Insurers may, without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any condition of this Policy, enter any building where the loss has happened and may take possession of or require that any of the machinery be rendered to them and may keep possession of and deal with such machinery for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurers so to do. If the Insured or anyone acting on his behalf does not comply with the requirements of the Insurers or hinders or obstructs the Insurers during any of the above mentioned acts, then all benefit under this Policy shall be forfeited.</p> <p>7. The indemnity shall fall due two weeks after its final determination. If after the expiry of one month since the beginning of an interruption of or interference with the business and after the expiry of each further month it is possible to determine the minimum amount which the Insurers are liable to pay for the elapsed period of interruption, the Insured shall be entitled to demand that such amount be paid to him as an instalment of the total indemnity.</p> <p>The Insurers shall be entitled to postpone payment</p> <p>(a) if there is any doubt as to the Insured's right to receive payment, until the necessary proof is furnished.</p> <p>(b) ) if, as a result of any physical loss or damage or any interruption of or interference with the business, police or penal investigations have been initiated against the Insured, until the completion of such investigations.</p> <p>The Insurers shall not be liable to pay interest other than interest for default.</p> <p>8. The retention of standby or spare machinery or any other loss minimizing factors in existence when the insurance was effected be reduced or discontinued, or such standby or spare machinery be not maintained in an efficient working condition and available for immediate use, then this Policy shall be avoided unless its continuance is admitted by a special written statement signed by or on behalf of the Insurers.</p>
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**Section O – Electronic Equipment**

<b>Insurance</b>	This Policy applies whether the Insured items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case, only after successful commissioning.
<b>Conditions</b>	<p>1. In the event of any occurrence which gives rise or is likely to give rise to a claim under this Policy, the Insured shall</p> <p>(a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage</p> <p>(b) take all reasonable steps within his power to minimize the extent of loss or damage</p> <p>(c) preserve the parts affected and make them available for inspection by a representative or surveyors of the insurers</p> <p>(d) furnish all such information and documentary evidence as the Insurers may require</p> <p>(e) inform the police authorities in the case of loss or damage due to burglary.</p> <p>The insurer shall no account be liable for loss or damage of which no notice has been received by the insurer within 14 days of its occurrence. Upon notification being given to the Insurer, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage; in all other cases a representative of the Insurer shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurer does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.</p> <p>The liability of the Insurer under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Insurer, or if temporary repairs are carried out without the Insurer's consent.</p> <p>2. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's rights even if the Beneficiary is not in possession of this Policy. Upon payment of an indemnity the Insurers may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.</p> <p>3. The indemnity shall be payable one month after determination by the Insurers of the full amount due. Notwithstanding the above, the Insured may, one (1) month after the Insurer have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control.</p>

**SECTION I - MATERIAL DAMAGE  
Scope of cover**

**SPECIAL EXCLUSIONS TO SECTION I**

**Provisions to this section only  
MEMO 1 – SUM INSURED**

**MEMO 2 – BASIS OF INDEMNITY**

The Insurer shall be entitled to withhold indemnification

- (a) If there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Insurer of the necessary proof.
- (b) If in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

The Insurer hereby agree with the Insured that if at any time during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurer may accept the premium for the renewal of this Policy, the items or any part thereof entered in the schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Insurer will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

The Insurer shall not be liable for

- (a) The deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- (b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon
- (c) loss or damage directly or indirectly caused by theft
- (d) Loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;
- (e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply
- (f) Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions
- (g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items
- (h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations
- (i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract
- (j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement
- (k) Consequential loss or liability of any kind or description,
- (l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals)
- (m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

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

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including, e.g. freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the Insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

- (a) In cases where damage to an insured item can be repaired, the Insurers shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Insurer shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

<p><b>SECTION II - EXTERNAL DATA MEDIA</b></p>	<p>(b) In cases where an insured item is destroyed, the Insurer shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurer shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule.</p> <p>(The Insurer may agree – by application of the relevant endorsement – to extend this Policy to cover reimbursement of the full replacement value.)</p> <p>As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated. Any extra charges incurred for overtime, right work, work on public holidays or express freight shall be covered by this Policy only if especially agreed in writing.</p> <p>The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy. The costs of any provisional repairs shall be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.</p> <p>The Insurer shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.</p> <p>The Insurers hereby agree with the Insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 1 of this Policy, the Insurers will indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the premises.</p>
<p><b>SPECIAL EXCLUSIONS TO SECTION II</b></p>	<p>The Insurer shall, however, not be liable for</p> <p>(a) the deductible stated in the schedule to be borne by the Insured in any one occurrence</p> <p>(b) any costs arising from false programming punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields</p> <p>(c) consequential loss of any kind or description whatsoever</p>
<p><b>PROVISIONS</b> <b>MEMO 1 – SUM INSURED</b></p>	<p>It shall be a requirement of this Policy that the sum insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.</p>
<p><b>MEMO 2 – BASIS OF INDEMNITY</b></p>	<p>The Insurer shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.</p> <p>If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after occurrence, the Insurer shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.</p> <p>As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.</p>
<p><b>SECTION III – INCREASED COST OF WORKING</b> <b>Scope of Cover</b></p>	<p>The Insurer hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the Electronic Data Processing (EDP) equipment entered in the schedule, the Insurer will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of insurance, provided always that such interruption occurs during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insurer may accept the premium for the renewal of this Policy.</p>
<p><b>SPECIAL EXCLUSIONS TO SECTION III</b></p>	<p>The Insurer shall, however, not be liable for any additional expenditure incurred as a result of</p> <p>(a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;</p> <p>(b) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.</p>
<p><b>PROVISIONS APPLYING TO SECTION III</b> <b>MEMO 1 – SUM INSURED</b></p>	<p>It shall be a requirement of this Policy that the sum insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the schedule.</p> <p>The Insurers shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefor have been entered in the schedule.</p>

<p><b>MEMO 2 – BASIS OF INDEMNITY</b></p>	<p>In the event of failure of the EDP equipment insured the Insurers shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.</p> <p>The indemnity period shall commence as soon as the substitute equipment is put into use. The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.</p> <p>If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, the Insurers shall only be liable to indemnify the Insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.</p> <p>Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Insurer.</p> <p>As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.</p>
<p><b>MAINTENANCE AGREEMENT</b></p>	<p>It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, a maintenance contract has to be in force during the period of the policy. Maintenance as used in this endorsement is understood to mean the following:</p> <ul style="list-style-type: none"> <li>- safety checks</li> <li>- preventive maintenance</li> <li>- rectification of loss or damage or faults arising from normal operation as well as from ageing, eg by repair or replacing of modules, sections, assemblies and components</li> </ul> <p>According to the policy conditions, costs of such maintenance work are not insurable.</p>
<p><b>DISTINCTION BETWEEN MAINTENANCE CONTRACT SERVICES &amp; INSURANCE COVER</b></p>	<p>It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, maintenance services shall be deemed to be defined as follows during the period of the policy:</p> <ul style="list-style-type: none"> <li>- safety checks</li> <li>- preventive maintenance</li> <li>- elimination of damage or troubles having occurred as a result of normal operation or wear and tear and requiring or replacement of components, modules and parts.</li> </ul> <p>In accordance with the conditions of the policy, costs incurred for these maintenance services shall not be insured.</p>

<b>Section P – Goods In Transit</b>	
<p><b>Insurance</b></p> <p><b>IMPORTANT NOTICE</b></p> <p><b>INSTRUCTIONS FOR SURVEY</b></p> <p><b>DOCUMENTATIONS OF CLAIMS</b></p>	<p>The Insurer, hereby agree to insure against loss, damage, liability or expense in consideration of payment by the insured the premium to be agreed.</p> <p>It is the duty of the insured and their agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the insured or their agents are required:</p> <ol style="list-style-type: none"> <li>1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.</li> <li>2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.</li> <li>3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.</li> <li>4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.</li> <li>5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.</li> </ol> <p>In the event of loss or damage which may involve a claim under this Policy, immediate notice of such loss or damage should be given to the Insured and a Survey Report obtained from the party mentioned under Survey Agent in the attached schedule.</p> <p>To enable claims to be dealt with promptly, the insured or their agents are advised to submit all available supporting documents without delay, including when applicable:</p> <ol style="list-style-type: none"> <li>1. Original policy or certificate of insurance.</li> <li>2. Original or copy shipping invoices, together with shipping specification and/or weight notes.</li> </ol>

<p><b>INSURED RISKS</b> <b>Inland Transit (All Risks) Clause</b></p>	<ol style="list-style-type: none"> <li>3. Original Bill of Lading and/or other contract of carriage.</li> <li>4. Survey report or other documentary evidence to show the extent of the loss or damage.</li> <li>5. Landing account and weight notes at final destination.</li> <li>6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.</li> <li>7. Police report where applicable.</li> <li>8. Delivery order / note</li> </ol> <p>This Policy covers all risks, except as specified under the exclusions hereunder:-</p> <ol style="list-style-type: none"> <li>1.1 All risks of physical loss of or damage to the subject-matter insured / insured goods caused by accident in the course of transportation</li> <li>1.2 Loss of or damage to the subject-matter insured / insured goods caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, any terrorist or person acting from a political motive.</li> </ol>
<p><b>Exclusions</b></p>	<p>This Policy does not cover loss destruction damage or expense caused by arising from:</p> <ol style="list-style-type: none"> <li>1. Rust, oxidation, discoloration, ordinary leakage, ordinary loss in weight or volume, inherent vice or nature of the Insured Goods, delay, loss of market or consequential loss of any description even if such losses are caused by or result from an Insured Peril.</li> <li>2. Insufficiency or unsuitability of packing or preparation of the Insured Goods. (For the purpose of this Exclusion "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this Policy or by the Insured or their servants).</li> <li>3. Mechanical, electrical or electronic breakdown or derangement unless caused by violent, external, accidental and visible means allowed by this Policy.</li> <li>4. The absence, shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion.</li> <li>5. Frustration of the transit.</li> <li>6. Expropriation which means the lawful seizure, confiscation, nationalization or requisition of the subject matter Insured / Insured Goods.</li> <li>7. The use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</li> <li>8. Wilful misconduct of the insured.</li> <li>9. Loss of or damage to shipping cartons where such loss or damage is not accompanied by loss of or damage to the goods within.</li> <li>10. The dishonesty of any employee or servant of the insured.</li> <li>11. Overloading in excess of 10% of the permitted weight as specified in the registration book of the vehicle carrying the goods.</li> </ol>
<p><b>Duty of the Insured</b></p>	<p>The Insurer's liability is conditional upon;</p> <ol style="list-style-type: none"> <li>(a) the notification as soon as possible by the Insured to the Underwriters of any change materially varying any of the facts or circumstances existing at the commencement of this Policy,</li> <li>(b) the observance of the terms of the Policy by the insured and by any other entitled to claim indemnity under this Policy,</li> <li>(c) the Insured taking all reasonable precautions to prevent loss or destruction of or damage to the subject-matter insured / insured goods.</li> <li>(d) to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised, and the Insurer will, in addition to any loss recoverable hereunder, reimburse the insured for any charges properly and reasonably incurred in pursuance of these duties</li> </ol>
<p><b>Transfer of Interest</b></p>	<p>No interest in this Policy can be transferred without the written consent of the Underwriters</p>

<p><b>Waiver Clause</b></p>	<p>Measures taken by the insured or the Insurer with the object of saving, protecting or recovering the subject-matter insured / insured goods shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>
<p><b>Avoidance of Delay</b></p>	<p>It is a condition of this Policy that the insured shall act with reasonable despatch in all circumstances within their control.</p>
<p><b>Non Contribution Clause</b></p>	<p>This Policy does not cover any 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 Policy 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 Policy not been effected</p>
<p><b>Governing Laws</b></p>	<p>This Policy is subject to Malaysian law.</p>
<p><b>Basis of Valuation</b></p>	<p>The subject-matter insured / insured goods are agreed to be valued at invoice cost or value plus expenses incidental to transit if not already included in the invoice cost or value or, if there is no invoice cost or value, at the market value or at the cost, at the time of commencement of transit, of replacing the subject-matter insured / insured goods by similar goods of the same age and condition.</p>
<p><b>Average Clause - Not applicable to Plan 1, Plan 2, Plan 3 and Annual Goods In Transit</b></p>	<p>If the property hereby insured shall at the time of loss or damage be 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 of the policy shall be separately subject to this clause.</p>
<p><b>Transit</b></p>	<p>For the purpose of this Policy the subject-matter insured / insured goods shall be deemed to be in transit during loading (from the time of lifting from the ground or loading dock immediately adjacent to the conveyance and until placed directly thereon for the commencement of the transit) at the place where the transit commences, while on or off the conveyance during the ordinary course of transit and during unloading (from the time of lifting from the conveyance until placed directly onto the ground or loading dock immediately adjacent thereto) at destination.</p>
<p><b>Claims Procedure</b></p>	<p>(a) As soon as possible after the happening of any event which may give rise to a claim under this Policy the insured must:</p> <ul style="list-style-type: none"> <li>(i) take all reasonable steps to prevent any further loss or damage and to make sure all rights against third parties who may be responsible for the loss or damage are properly preserved and exercised,</li> <li>(ii) if the event involves a vehicle owned and/or operated by the insured (and the Policy has been extended, by notation in the Schedule, to include subject-matter insured / insured goods in such vehicles) advise the nearest Police Station in case of theft (if theft is an Insured Risk) or damage arising from an accident involving another vehicle and obtain a written Police report if so requested by the Insurer,</li> <li>(iii) give immediate notification to Insurer with full particulars of the claim in writing, provide the Insurer with details of any other insurances in respect of the subject-matter insured / insured goods.</li> <li>(iv) provide the Insurer with details of any other insurances in respect of the subject-matter insured / insured goods.</li> </ul> <p>(b) The insured must not authorise repairs of any subject-matter insured / insured goods without the consent of the Insurer,</p> <p>(c) The Insurer have the option of settling claims recoverable under this Policy by payment, repair, reinstatement or replacement.</p>
<p><b>Insurer' Rights of Recovery</b></p>	<p>The Insurer have the right to recover any money paid by them from any person against whom the insured may be able to claim. The Insurer will have full discretion in the conduct, defence or settlement of any claim and to take action in the insured's name. The insured and any other person entitled to indemnity under this Policy must not hinder these rights and must give all such information and Cooperation as the Insurer may require.</p>
<p><b>Premium Adjustment (Not applicable for single carrying)</b></p>	<p>As the deposit premium herein is based on estimated figures which the insured has provided the insured must within one (1) month from the expiry of each Period of Insurance advise the Insurer of the actual figures for the period. For this purpose the insured is required to keep accurate records of such figures and to provide the Insurer on request with an audited copy of these records. The premium for each period will be calculated by the Insurer on receipt of advice of the actual figures and the difference between this premium and the deposit premium will be paid by or allowed to the insured as the case may be but subject to retention by the Insurer of a minimum premium of 75% of the total deposit premium paid.</p>
<p><b>Cancellation</b></p>	<p>(a) Effect of Cancellation:</p> <ul style="list-style-type: none"> <li>(i) Cancellation shall not apply to any transits of the subject-matter insured / insured goods which have already commenced in terms of the Transit Condition of this Policy</li> </ul> <p>(b) Adjustment of Premium <b>(Not applicable for single carrying)</b>:</p> <p>Within one month of the effective date of cancellation the insured must advise the Insurer of the actual figures for the period the Policy has been in force to enable the Insurer to calculate the premium due for this period. The difference between this premium and the deposit premium will be paid by or allowed to the insured as the case may be but subject to retention by the Insurer of a minimum premium of 75% of the proportionate part of the total deposit premium for the period during which the Policy has been in force and becomes effective.</p>



**Information on Technology Hazards Clause**

Losses otherwise recoverable under this Contract arising, directly or indirectly, out of:

- (i) loss of, or damage, or
- (ii) a reduction or alteration in the functionality or operation of

computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not, shall not be aggregated.

If such losses are caused directly by one or more of the following physical perils, namely theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow,

then this clause shall not prevent the aggregation of losses if otherwise permitted under the terms of this Policy if they are caused by any such peril(s).

**Termination of Transit Clause (Terrorism)**

This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith.

- 1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured / insured goods caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured / insured goods being in the ordinary course of transit and, in any event, SHALL TERMINATE:

**either**

1.1 As per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured / insured goods from the aircraft at the final place of discharge, in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured / insured goods from the aircraft at the final place of discharge,

whichever shall first occur.

**Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10th November 2003 With U.S.A. Endorsement**

- A) This Clause shall be paramount and shall override anything contained in this Policy inconsistent therewith In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

B) his Contract is subject to the Institute Radioactive Contamination, Chemical, Bioll, Bio-chemical and Electromagnetic Weapons Exclusion Clause 10th November 2003 provided that

if fire is an insured peril and

where the subject-matter insured / insured goods or, in the case of a reinsurance, the subject-matter insured / insured goods by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in sub-clauses 1.1, 1.2 and 1.4 of the Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause 10th November 2003,

any loss or damage arising directly from that fire shall, subject to the provisions of this Contract, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

### Section Q - Value Added Benefits

These are your trade specific benefits when your business falls under the following trades:

#### FOR FOOD & BEVERAGE

This policy is extended to provide the following benefits:

(a) Food Spoilage

Deterioration of frozen food due to damage, breakdown or failure of the refrigerator/freezer resulting from flood affecting the insured premises. Limit to RM2,000.00 per policy period.

(b) Pest Control

Expenses for pest control after a flood affecting the insured premises. Limit to RM2,000.00 per policy period.

(c) Event Cancellation

Cancellation of pre-booked event in the event of flood or burglary affecting the insured premises. Limit to RM2,000.00 per policy period.

Proviso:

1. Benefits are payable provided that the policy is extended to cover flood peril under Section A
2. Benefit (c) is payable in the event of burglary provided that the policy is extended to cover Section D.
3. Only one claim shall be payable during any one period of insurance.

#### FOR LEARNING CENTER

This policy is extended to provide the following benefits:

(a) Replacement Cost for Teacher due to Hospitalisation

Limit of liability is as specified in the Schedule for Hospital Cash Allowance benefit.

Proviso: Benefit is payable provided that the policy is covered under Section F.

(b) Global Infectious Diseases Clean Up

Clean up cost arising from any infectious disease resulting in temporary close-down of the insured premises by the order of any regulatory authority. Limit to RM3,000.00 per policy period.

Proviso: Only one claim shall be payable during any one period of insurance

#### FOR BUDGET HOTEL

This policy is extended to provide the following benefits:

(a) Accidental damage of hotel artwork

(b) Loss of hotel artwork

Limit of liability is as specified in the Schedule.

Proviso:

1. Benefit (a) is payable provided that the policy is covered under Section C
  2. Benefit (b) is payable provided that the policy is covered under Section D
  3. Benefit (a) or/and (b) is/are subject to maximum RM500 per article
- (c) Last minute event cancellation due to flood

Cancellation of pre-booked event organised by the hotel operator to their customers in the event of flood affecting the insured premises. Limit RM2,000.00 per policy period.

Proviso:

1. Benefit is payable provided that the policy is extended to cover flood peril under Section A
2. Only one claim shall be payable during any one period of insurance

## Inconvenience Allowance

In consideration of the Insured named in the Schedule hereto paying to the Company the Premium mentioned in the said Schedule, it is agreed and understood that subject otherwise to the terms, exclusion, provisions and conditions contained in the Policy thereon, the Company agrees (subject to the condition 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; or
3. explosion, in a Building in which gas is not generated and which does not form part of any gas works, of gas used therein for illuminating or for domestic purposes.

(for the purpose of this coverage, Damages includes destruction due to the above and shall extend to include Damages caused by the additional named perils excluding theft as covered under Section A C, L and O) at any time during the Period of Insurance and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the Company will pay the inconvenience Loss resulting from such interruption or interference in accordance with the provisions therein contained.

Provided always that 1st entry level (upfront lump sum payment): -

1. the loss must be substantiated by police report and photos of the damaged items; and
2. the above must first be validated by Our Claim Department.

Any other relevant document(s) will only be requested if We find, at Our discretion that the above mentioned documents are not clear for claim registration and processing.

Where it requires that a police report to be made at the police station or any other report be made with the relevant authorities, a copy of such report must be obtained from the police or relevant authorities at no cost to Us and submitted to Us to support Your claim.

Once the supporting documents required above are duly validated by Our Claim Department, Our liability is limited solely to the 1st entry level (upfront lump sum payment) You are entitled under this Policy. No other liability is assumed by Us.

Provided always that 2nd entry level: -

1. The loss under the Policy has been ascertained to be valid claim;
2. The Insured is unable to conduct business operation fully or partially for more than seventy-two (72) hours;
3. The loss under the Policy is ten percent (10%) of the adjusted net loss payable up to maximum Sum Insured specified in the Schedule whichever is lower after the application of excess and salvage, if any; and
4. The Benefit applicable to property insured under Section A Fire, Section C – Special All Risks, Section L - Mobile Plant and Equipment and Section O – Electronic Equipment

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

And that liability of the Company shall in no case exceed Sum Insured as specified in the Schedule in relation to this Section and this Benefit will be ceased once a claim is made under this Benefit during the Period of Insurance, any remaining limit not utilized shall be forfeited.

The Benefit can be reinstated subject to approval and/or provided Property Sum Insured of Section A, C, L and O is allowed to be reinstated and additional full premium is paid to this Benefit. All other Conditions of this Policy shall apply in all respect to the insurance granted by this benefit

Table of Benefit

Benefit	Coverage	
	1st entry level (upfront lump sum payment)	2nd entry level
Inconvenience Allowance		
Plan 1	RM 1,000	10% of adjusted net loss up to RM10,000
Plan 2	RM 3,000	10% of adjusted net loss up to RM30,000
Plan 3	RM 5,000	10% of adjusted net loss up to RM50,000
Plan 4	RM 8,000	10% of adjusted net loss up to RM80,000

The following Endorsements/ Clauses/ Warranties shall apply to and form part of the respective Sections of the Policy

**Section A – Fire** (or to other Sections if specified in the Schedule)

**C01B/B103/S103 Temporary Removal Clause** (\*Other Property excluding stock in trade and merchandise) \*Not for private dwelling

The Property insured under item(s) as specified in the Schedule of this Policy (Section A - Fire or Section C & D as specified in the Schedule) 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 Property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part if the Premises from which the Property was temporarily removed.

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

- (i) motor vehicles and motor chassis
- (ii) Property (other than machinery and plant) held by the Insured in trust

\*\*Subject otherwise to the terms and conditions of this Policy (\*\*applicable to Section C & D if allowed)

**C02B Removal of Debris Clause** (without separate Sum Insured)

This insurance on item(s) as specified in the Schedule 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 on the said Item(s) above of this Policy (Section A - Fire) destroyed or damaged by fire or by any other peril hereby insured against.

*NB: [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 RM2,000,000.00) in aggregate any one Loss, whichever is lower

The Company will not pay 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 (Section A - Fire)

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

**C03B Architect's Surveyor's Engineer's and Consultant's Fee** (without separate Sum Insured)

The insurance (Section A - Fire) on buildings, plant and machinery hereby includes Architect's Surveyor's and Consulting Engineer's fee 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 association of the respective professions prevailing at the time of destruction or Damage, subject to the Company's maximum liability for any Loss or Damage and fees not exceeding the Sum Insured against each item.

**C004/B104 Other Contents Clause**

*(Not applicable to Insurance on stock in trade and merchandise)*

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

- a) money and stamps not otherwise specifically insured for an amount not exceeding RM1000.00.
- 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 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 or an amount not exceeding RM1,000.00.
- d) patterns, models, moulds, plans, and design 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 other personal effects for an amount not exceeding RM1,000.00 in respect of any one employee.

If this clause is applicable to Section D (as specified in the Schedule), the total claim for items a) to e) above shall not exceed 10% of the Total Sum Insured in respect of Section D or RM4,000.00 whichever is the lower for any one occurrence.

**C005/S117 Capital Additions Clause**

*(Not applicable to stock in trade or merchandise nor to insurance where the Total Sum Insured is less than \*\*RM1,500,000.00)*

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 item(s) as specified in the Schedule (Section A - Fire or Section C if specified in the Schedule) of Policy for an amount not exceeding in respect of each item 10% of the Sum Insured by each item or RM1,000,000.00 per location, whichever is the less.

The Insured undertakes to advise the Company every three (3) months of such alterations, additions and improvements and to pay the appropriate additional Premium thereon.

This clause is inoperative if the declaration of such alterations, additions and improvements are not received by the Company 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 there is more than one location, then the limit may be increased to RM2,000,000.00. This amount being the aggregate limit for all the locations (applicable to Section A of the Policy only)

If this clause is applicable to Section C (as specified in the Schedule), the Company's limit or liability shall not exceed 10% of the Total Sum Insured in respect of Section C or RM500,000.00 whichever is the less and not as mentioned above. Further, the qualifying restriction limit of \*\*\*RM1,500,000.00 as stated above to activate this clause is not applicable to Section C. Subject otherwise to the terms and conditions of this Policy.

**C006/S106 Mortgagee (Chargee) Clause 1**

Loss if any, payable to the Financial Institution named in the Schedule as Mortgagee (Chargee) as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described Property nor any foreclosure or other proceedings or notice of sale relating to the Property or by the occupation of the Premises for the purposes more hazardous than are permitted by the Policy Section(s) or by 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 the Policy Section(s), 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 the Policy Section(s), 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 Section(s) and shall claim that as to the Mortgagor (Chargeor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Charger) or Owner or on any other party(ies) insured hereunder or from any securities or funds available.

**Non-Cancellation Clause**

And it is further agreed that cancellation of this Policy Section(s) 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.

<b>C06B/S107 Mortgagee (Chargee) Clause 2</b>
<p>It is hereby agreed that this insurance <i>[as to the interest of the Mortgage (Chargee)]</i> 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 giving notice thereof to the Company and pay the additional Premium (if any) which maybe required by the Company from the date of such increase of risk</p> <p><b>Non-Cancellation Clause</b></p> <p>And it is further agreed that cancellation of this Policy Section(s) 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).</p> <p><i>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.</i></p>

<b>C007/B108 Contract Price</b>
<p>Notwithstanding anything to the contrary contained in</p> <p>a) Condition 12 of this Policy (Section A - Fire)</p> <p>b) Section D - Burglary (Subject otherwise to the terms and conditions of this Policy)</p> <p>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 sale, the sale contract is cancelled by reason of fire or any other peril hereby insured against, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or Damage by applicable the same basis shall be used.</p>

<b>C010 Computer Systems Records</b>
<p>Computer 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 (Section A - Fire).</p>

<b>C011/B109/S109 Designation Clause</b>
<p>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.</p>

<b>CB13/S110 Escalation Clause *</b>		
<p>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 by day an amount representing 1/365th of the specified percentage increase per annum</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; vertical-align: top;"> <p>Item Number <b>(as specified in the Schedule)</b></p> </td> <td style="width: 40%; vertical-align: top; text-align: right;"> <p>Specified percentage increase per annum <b>(as specified in the Schedule)</b></p> </td> </tr> </table> <p>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</p> <p>At each renewal date the Insured shall notify the Company:-</p> <p>(i) the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy Section(s) (as amended by any Endorsements effective prior to the aforesaid renewal date) to which shall added the increases which have accrued under this clause during the Period of Insurance up to that renewal date, and</p> <p>(ii) the specified percentage increase(s) required for the forthcoming Period of Insurance, but, in the absence of instructions to the contrary prior to the renewal date, the existing percentage increase shall apply for the Period of Insurance for renewal.</p> <p>All the conditions of the Policy Section(s) except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.</p>	<p>Item Number <b>(as specified in the Schedule)</b></p>	<p>Specified percentage increase per annum <b>(as specified in the Schedule)</b></p>
<p>Item Number <b>(as specified in the Schedule)</b></p>	<p>Specified percentage increase per annum <b>(as specified in the Schedule)</b></p>	

**C016 Reinstatement Value Clause**

Notwithstanding anything to the contrary contained in condition 12 of this Policy (Section A - Fire), it is hereby declared and agreed that in the event of the Property insured under (*item No. as specified in the Schedule*) of the within Policy being destroyed or damaged, the basis upon which the amount payable under (*each of the said item as specified in the Schedule*) of this Policy (Section A - Fire) 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 in so far as the same may be varied hereby:-

**Special Provisions**

1. The work of replacement or reinstatement (*which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased*) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or Damage, or within such further time as the Company may (*during the said 12 months*) in writing allow otherwise no payment beyond the amount which would have been payable under the 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 this Policy if this clause had not been incorporated therein.
3. If at 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 perils insured against by this Policy (Section A - Fire), then the Insured shall be considered as being his own insurer for the Excess and shall bear a rateable proportion of the loss accordingly each item of this Policy (*if more than one*) to which this memorandum applies shall be separately subject to the foregoing provisions.
4. This Memorandum shall be without force or effect if:-
  - a) The insurance 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 this 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 or reinstatement set forth therein.

**C018 Reinstatement in Compliance with the Requirement of Public Authorities**

Notwithstanding anything to the contrary contained in condition 12 of this Policy (Section A - Fire), it is hereby declared and agreed that the insurance by (*item No as specified in the Schedule*) of this Policy extends to include such additional costs of reinstatement of the destroyed or damaged Property thereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Government act or bye-laws of any municipal or local authority provided that:-

1. The amount recoverable under this extension shall not include:-
  - a) the cost incurred in complying with any of the aforesaid regulations or bye-laws:-
    - i) in respect of destruction or Damage occurring prior to the granting of this extension
    - ii) in respect of destruction or Damage not insured by this Policy (Section A - Fire)
    - iii) under which notice has been served upon the Insured prior to the happening of the destruction or Damage
    - iv) in respect of undamaged Property or undamaged portions of Property
  - b) the additional cost that would have been required to make good the Property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen
  - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
2. The work or reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (*during the said 12 months*) allow in writing and may be carried out wholly or partially upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company under (any item of Section A - Fire) this Policy apart from this extension shall be reduced by the application of any of the terms and conditions of this 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 this Policy shall not exceed the Sum Insured thereby.
5. All conditions of this Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated therein.

**C020/B112/S111 Temporary Storage Clause**

The Property (excluding buildings) insured under this Policy Section(s) 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) i) the liability of the Company is limited to 10% of the Total Sum Insured or RM500,000.00 whichever is lower for the Property covered under this clause (*applicable to Section A*).
- ii) the liability of the Company is limited to 10% of the *Total Sum Insured of Section C or D* or RM100,000.00 whichever is the lower for Property covered under this clause (*applicable to Section C and or Section D, subject otherwise to the terms and conditions of this Policy*).
- 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*).

**NB:-** *The Insured must declare to the Company immediately in writing when aware of the existence of such storage and pay the additional Premium due based on normal rate (pro-rata) at the place of storage for that period exceeding the sixty (60) days limit and have the Policy endorsed accordingly.*

**C021/B113/S112 Leasing Endorsement**

It is hereby understood and agreed that the *Financial Institution specified in the Schedule* (hereafter referred to as the lessors) are the owners of the Property insured by item *as specified in the Schedule* and that such Property is the subject of a Leasing Agreement made between the lessors on one part and the Insured on 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 Section(s) in respect of Loss of or Damage [*which Loss or Damage is not made good by repair reinstatement or replacement under the terms of the Policy Section(s)*] 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 it is 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 Section(s).

**Non-Cancellation Clause**

And it is further agreed that cancellation of the Policy Section(s) 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.

**C023 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 label and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said Property (Section A - Fire).

**C025 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 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 (i.e. Section A - Fire) and that without in any way limiting the generally 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 (Section A - Fire) 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 alteration 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 or more than thirty (30) days unless the Insured obtains the sanction of the Company signified by Endorsement upon the Policy (Section A - Fire)



**Special Conditions**

1. The Insured shall at all times during the currency of this Policy (Section A - Fire) take all reasonable steps to maintain in proper working order the installation of automatic sprinklers, including the automatic alarm signals
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 the sprinkler installation 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.

**C026/B114/S113 Hire Purchase Endorsement**

It is hereby understood and agreed that the *Financial Institution named in the Schedule (hereinafter referred to as the Owners)* are the Owners of the Property insured by item(s) as *specified in the Schedule* and that such Property is the subject of a Hire Purchase Agreement made between the Owners on one part and the Insured on the other part. It is further understood and agreed that any payment made in respect of the Loss or Damage (*which Loss or Damage is not made good by repair, reinstatement or replacement*) under the terms of this Policy Sections(s) 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 Section(s) 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 for the Owners or as an assignment (*whether legal or equitable*) by the Insured to the Owners of his rights, benefits and claims under the Policy Section(s).

**Non-Cancellation Clause**

And it is further agreed that cancellation of the Policy Section(s) 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.

**C027/B115/S114 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 (*applicable to Sections as specified in the Schedule*) on such Property shall follow removal, then necessary in Sum Insured and Premium being made as from the date of removal as soon as the oversight is discovered.

**C028 Outbuilding Clause**

The insurance (Section A - Fire) by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircases, fuel installations, steel or iron frameworks and tanks in the said Premises and the insurance but each item under contents extends to include the contents of each outbuilding.

**C029/B116/S115 Appraisal Clause**

If the aggregate claim for any one 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

If two or more buildings be included in a single item, this provision shall apply to the range of buildings and or contents by item or items affected.

**C030 Vehicle Load Clause**

In the event 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 (applicable to Section A - Fire).

**C031/B117/S116 Alteration And Repairs Clause**

Notwithstanding the "Increase in Risk" condition (*of Section A - Fire*), 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.

**C043 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):-

Names: *As specified in the Schedule*

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

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

**Endorsement relating to Section C - Special All Risks**

**AR08 Reinstatement As New Memorandum** (*applicable to Sections C or L as specified in the Schedule*)

It is hereby declared and agreed that in the event of destruction of or damage to any Plant described in the Schedule or other property belonging to the Insured for which a claim is admitted under the Policy the basis on which the amount payable under the Policy is to be calculated shall be the Reinstatement of the Plant or property destroyed or damaged.

"Reinstatement" shall mean:-

- a) where the said Plant or property is destroyed
  - if a building the re-building of the property
  - if not a building its replacement by similar plant or property
  - in either case in a condition equal to but not better or more extensive than its condition when new.
- b) where the said property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

The term "property" in (a) and (b) above shall not include Stock-In-Trade or Goods in the process of manufacture.
- c) where the said Plant is damaged, the repair of the damaged item so that its working condition is substantially the same as that immediately before the accident.

Provided that:-

- 1. The work of Reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being increased thereby) will be commenced and carried out with reasonable despatch 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. Where the said property is damaged or destroyed in part only, the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for Reinstatement if such property had been wholly destroyed.
- 3. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of Reinstatement shall have actually been incurred.
- 4. 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 the said Plant or property insured hereunder such destruction or damage shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis.
- 5. Where by reason of the 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 liability of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions and limitations of this Policy as if this memorandum had not been incorporated therein.

Subject otherwise to the terms conditions and limitations of the Policy and always to the Limit of Indemnity set opposite each item or group of items in the Schedule.

**EP97/B097/S108 Reinstatement of New Memorandum** *(Applicable to Sections C when specified in the Schedule)*

**NB: Not applicable to equipment more than 5 years old**

In the event of the Company being liable under Section D of the Policy or any other Policy Sections as specified in the Schedule for Loss of or Damage to furniture, fittings, fixtures, plant equipment and appliances then the basis of calculation any such

- a) Loss shall be the cost of reinstatement/replacement of the Property lost by similar Property in a condition equal to but not better or more extensive than its condition when new.
- b) Damage shall be the cost of restoration of the Damage to such Property to a condition substantially the same as but not better or more extensive than its condition when new.

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement, if the whole of Property exceeded the Sum Insured at the commencement of any Loss of or Damage to such Property then the Insured shall be considered as being the Insured's own insurer for the Excess and shall bear a rateable proportion of the Loss or Damage accordingly.

Subject otherwise to the terms and conditions of this Policy

**EPBCB005 Full Theft**

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary this Policy is extended to indemnify the Insured against Loss following theft from the Premises which is not consequent upon forcible and violent entry into the Premises but excluding theft in which any member of the Insured's family or household or Business staff may be concerned either as principal or accessory.

Subject otherwise to the terms of this Policy.

**C035/B101/S104 Pairs and Set Clause** *(applicable to Sections C or D as specified in the Schedule)*

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

Subject otherwise to the terms and conditions of this Policy.

**B006 Armed Robbery/Hold Up Extension**

It is hereby declared and agreed that this Policy subject otherwise to its terms, conditions and exceptions is hereby extended to indemnify the Insured against loss or damage to the property described in the Schedule whilst within the premises as a result of armed robbery and hold up following an assault or violence to any person or threat thereof.

This insurance also extends to cover the risk of armed robbery  
'Armed Robbery' shall be deemed to be the felonious and forcible theft of insured property:-

- a) by violence inflicted upon any employee of the Insured
- b) by the placing of the Insured's employees in fear of violence
- c) by any other over felonious act committed in the presence of the Insured's employees and of which the employees were actually cognizant, provided such other act is not committed by the employees of the Insured.
- d) from the person or direct care and custody of any employee of the Insured who has been killed or rendered unconscious by injuries inflicted maliciously or sustained accidentally.

Mere disappearance of the property insured hereunder is not a loss covered hereby. Any shortage disclosed by any inventory is not covered hereby unless such shortage can be reasonably shown to have been occasioned by armed robbery.

Subject otherwise to the terms of this Policy.

**M001 Personal Accident (Hold- Up) Extension Clause**

If during any Period of Insurance for any one event the Insured or any two directors or employees of the Insured (hereinafter called the Insured Person as specified in the Schedule), for any one event, shall suffer accidental bodily injury which shall independently of any other cause(s) result within 12 months in Death or Disablement and such accidental bodily injury shall have been sustained solely and directly from accidental, external, violent and visible means as a result of robbery or hold-up or any attempt thereat while such Insured Person is engaged in carrying of money in transit the Company will subject to the undermentioned special terms and otherwise to the terms of the Policy (Section E - Money) pay the appropriate Benefit to the Insured

<b>Benefits</b>	<b>Sum Insured Per Person</b>
1. Death	RM10,000.00
2. Disablement includes:-	
(a) Loss of two or more limbs or both eyes or one of each	RM10,000.00
(b) Loss of one limb or eye	RM10,000.00
(c) Permanent Total Disablement otherwise than by Loss of limb or eye from gainful employment of any and every kind such disablement having continued for 104 weeks	RM10,000.00
(d) Temporary Total Disablement from usual occupation for a maximum of 104 weeks in all, not necessarily consecutively	Not Covered

**Special Terms - Interpretation**

1. Loss of limb shall include permanent total Loss of use an entire hand arm foot or leg
2. Loss of eye shall include total and irrecoverable loss of sight

**Exceptions**

The Company shall not be liable in respect of death or disablement consequent upon or contributed to by:-

1. the Insured Person suffering from any pre-existing physical or mental defect or infirmity.
2. bodily injury of any person before such person attains the age of 16 years or after the expiry of the Period of Insurance during which such person attained the age of 60 years.
3. bodily injury or death or disablement results from or is contributed to by:-
  - a) illness or disease (not resulting from accidental bodily injury).
  - b) any naturally occurring condition or degenerative process.
  - c) any gradually operating cause.

**Conditions**

1. a) Benefits shall not be payable in respect of any one Insured Person under more than one of the Benefits listed above, in connection with the same accident.
  - b) On the happening of any accident giving rise to a claim under the Benefits listed above, this extension clause shall thereafter cease to apply to that Insured Person.
  - c) No sums payable under this extension clause shall carry any interest.
  - d) No benefits shall be payable due solely to the inability to take part in sports or pastimes.
2. All certificates information and evidence required by the Company shall be furnished free of expense and in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination(s) on behalf of and at the expense of the Company in connection with any claim.
3. The Insured's or the Insured's personal representatives' or the claimant's receipt of claims payment shall discharge the Company and thereby relinquishing all their right of claim against the Company or to sue the Company subsequently. If the Insured or more than one party having an interest in the Insured Person the Benefit so entitled shall represent the total amounts payable in respect of that Insured Person for all interests covered by this extension.

Subject otherwise to the terms and conditions of this Policy.

**M002/B102 Personal Effects Clause** (applicable to Sections D or E as specified in the Schedule)

If during any Period of Insurance any authorized director partner or employee of the Insured (hereinafter called the Insured Person) whilst

- a) carrying/accompanying money in transit (Applicable to Section E - Money)
- b) in the custody of the keys to the safe, drawer, cabinets or Premises of the Insured whilst within the Premises (Applicable to Sections D-Burglary)

Shall as a result of robbery hold-up or any attempt thereat sustain Loss or Damage to personal clothing/ effects, the Company will indemnify such Insured Person

**Provided** the liability of the Company to any one such Insured Person shall not exceed RM500.00.

Subject otherwise to the terms and conditions of this Policy.

**M13A Damage to Premises Clause** (with Specified Limit)

The insurance on Money in Premises item(s) include indemnity for Damage to the Premises and any safe strong-room drawer cabinet, cash-register and the like use for the safe-keeping of Money at the Premises resulting directly from theft or attempt thereat subject to the Company's maximum liability for any Loss or Damage not exceeding the Limit of Liability against each item.

**Provided** further that such Damage is not insured under any theft Policy or other Policy/Policies.

Subject otherwise to the terms and conditions of this Policy.

**M016 Weekends, State and National Public Holidays Clause**

It is hereby declared and agreed that the limit of liability for Money in Transit and Money in Premises is automatically increased to 2 times of the limit as specified in the schedule during weekends, states and national public holidays.

**Provided** that:-

1. Money must be kept in locked safe or strong-room during such period.
2. The Insured must undertake to bank-in/deposit the money before 2pm on the next available banking date.

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

**B06A Armed Robbery and Hold Up Clause**

It is hereby declared and agreed that this Policy (Section E) extends to cover the risk of armed robbery and hold-up inside the Premises described herein. It is further declared and agreed that the indemnity granted under this Endorsement shall apply to the taking away of the Insured's Property:-

- a) by violence inflicted upon a custodian
- b) by putting him in fear of violence,
- c) from the custodian who has been killed or rendered unconscious

Subject otherwise to the terms and conditions of this Policy

**Endorsement relating to Section F - Group Personal Accident or other Sections as indicated**

**PA8A Disappearance Clause**

In the event of the disappearance of the Insured Person if after a suitable period of time but not less than a year it is reasonable to believe that such Insured Person has died as a result of accidental bodily injury, the Death Benefit shall become payable subject to a signed undertaking that if the better is subsequently found to be wrong such Death Benefit shall be refunded to the Company.

**PA13/GA13 Automatic Addition and Deletions Clause**

*(Applicable to Section F or Section I as specified in the Schedule)*

Notwithstanding anything mentioned to the contrary, it is hereby declared and agreed that new employees are automatically included in this insurance with effect from the date on which the employee shall commence employment with the Insured. Deletion of Insured Persons shall be similarly effected from the date of termination of their employment.

**Provided always that:-**

- a) unless prior notification be given to and agreed to by the Company, the benefits and limits for each addition Insured Person shall not exceed the benefits and limits for an Insured Person in the same category of employment or any other limit (whichever is lower) as stated *on the Schedule* of this Policy. *(Applicable to Section F - Group Personal Accident)*.
- b) the Company's liability shall not exceed the Specific Limit of Indemnity *as specified in the Schedule (Applicable to Section I - Fidelity Guarantee)*.

The Insured shall declare to the Company the number of employees added on or deleted from the Policy Section at the expiry of the Period of Insurance and Premium shall be adjusted accordingly.

Subject otherwise to the terms and conditions of this Policy.

**PA20 Accumulation Limit Clause**

The liability of the Company under this Policy (Section F) and any other Policy in the name of the Insured in respect of all Insured Persons travelling in the same conveyance shall not exceed the limit *specified in the Schedule*. Otherwise the liability of the Company in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.

Subject otherwise to the terms and conditions of this Policy.

**Endorsement relating to Section G - Public Liability (not involving Products Liability)**

**L018 Cross Liabilities Clause**

Each of the parties named as an Insured shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate Policy (Section G) had been issued to each.

Subject otherwise to the terms and conditions of this Policy.

**office use: if PLB107 if required, should be used in conjunction with PLB 108)**

**L017 Tenant's Liability Extension Clause**

Notwithstanding Exceptions 3b) and 3c) of Section G of the Policy, the Company will indemnify the Insured against liability at law in respect of accidental Damage to Premises (including their fixtures and fittings) leased or rented by the Insured, unless such liability arises from an agreement to maintain in force the insurance in respect of Damage to such Premises and fixtures and fittings.

Provided that in respect of Damage to such Premises (including their fixtures and fittings) other than by fire or explosion the Company shall not be liable for the first RM1,000.00 for one claim or all claims of a series consequent on or attributable to one source or original cause.

Subject otherwise to the terms and conditions of this Policy.

**L048 Loading and Unloading Clause**

It is hereby declared and agreed that Section G of this Policy extends to indemnify the Insured against liability at law as herein provided:-

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

*Provided that there is no other insurance in force covering such liability at the time of claim.*

Subject otherwise to the terms and conditions of this Policy.

**L004 Car Park Liability Extension Clause**

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured for accidental loss of or accidental damage to the guests' motor vehicles (including spare parts and accessories thereon) whilst such vehicles are garaged or parked in the Insured's premises.

*Provided that the Company shall not be liable in respect of bodily injury or accidental damage arising while any vehicle is being driven with the consent of the Insured by any person who to the knowledge of the Insured does not hold a licence to drive such vehicle or who is disqualified from holding such licence.*

Subject otherwise to the terms and conditions of this Policy.

**L097 Use of Vehicles Clause**

Notwithstanding Exception 1 of Section G the Company will indemnify the Insured in respect of liability as herein provided caused by or through or in connection with the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (excluding locomotives aircraft aerial devices hovercraft or water-borne craft) in the normal course of the Business.

**Provided that:-**

- a) such vehicle is not in use on a public road nor being used in circumstances in which the law requires compulsory insurance.
- b) there is no other insurance in force covering such liability at the time of claim.

Subject otherwise to the terms and conditions of this Policy.

**L091 Guests' Effects Extension Clause**

It is hereby declared and agreed that this Policy extends to cover liability at law of the Insured in respect of Damage to the Personal Effects of the Insured's Guests occurring at the Insured's Premises within the Territory *as specified in the Schedule.*

Provided that the liability of the Company in respect of damage to the property of guests shall not exceed RM500.00 in respect of any one guest or RM100,000.00 in any one Period of Insurance.

For the purpose of this extension the property belonging to Insured's guests shall not deemed to be Property held in trust by or in the custody or control of the Insured.

Subject otherwise to the terms and conditions of this Policy.

**L046 Employees Effects Extension Clause**

The Insurance afforded by Section G of this Policy extends to include liability at law of the Insured in respect of Damage to clothing's and/or Personal Effects of the Insured's employees

**Provided that:-**

- a) the liability of the Company in respect of Damage to the Property of the employees shall not exceed RM500.00 in respect of any one employee or RM100,000.00 in any one Period of Insurance
- b) an Excess of RM50.00 shall apply to each and every employee in respect of each and every claim

For other purpose of this extension the Property belonging to the Insured's employees shall not be deemed to be Property held in trust by or in the custody or control of the Insured

Subject otherwise to the terms and conditions of this Policy.

**L020 Non-Owned Vehicle Clause**

It is hereby declared and agreed that Section G of this Policy extends to cover the Insured's liability at law arising:

- i) out of the use of any vehicles not owned by the Insured but used in connection with the Business of the Insured
- ii) out of the use of any vehicle hired or leased by any of the Insured's employees and used in connection with the Business of the Insured

**Provided that:-**

- a) such vehicle is not licensed for use on public road and do not require any compulsory insurance.
- b) there is not other insurance in force covering such liability at the time of claim.

Subject otherwise to the terms and conditions of this Policy.

**L010 Contractors' and /or Sub-Contractors' Contingent Liability Extension Clause**

It is hereby declared and agreed that Section G of this Policy extends to cover liability at law of the insured as within defined caused by or in connection with the employment of Contractors and/or Sub-Contractors or the servants or authorized agents of such Contractors or Sub-Contractors by the Insured pertaining to the Business of the Insured described in Section G of the Policy subject always to the following provisions.

If the claim so submitted is covered under any other specific insurance Policy, then Section G of this Policy shall not insure the same except only as regard to any excess beyond the Limit of Liability covered by the more specific insurance Policy

Subject otherwise to the terms and conditions of this Policy.

**L084 Food and Drink Poisoning Clause**

This Policy is extended to cover the Insured's legal liability towards third party (including illness) caused by or attributable to food and/or drink sold or supplied or provided by the Insured at the location named in the Schedule and subject to the following provisions:-

- (a) the cover granted by this extension shall not apply to any claim for injury or illness, fatal or otherwise, sustained or contracted by any no human ;
- (b) the liability of the Company under this extension in respect of any one person or number of persons arising out of any one event and in aggregate shall not exceed the limit specified in the Schedule for the Period of Insurance;
- (c) the Insured shall at all times take every possible precaution to prevent the sale of articles of food and drink which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

**Endorsement relating to Section I – Fidelity Guarantee Insurance****G013 Auditors/Accountants and Legal Fees Clause**

It is hereby declared and agreed that this Policy (Section I - Fidelity Guarantee) is extended to indemnify the Insured against the payment of fees for Professional Auditor and Accountant services and legal charges incurred by the Insured with the consent and/or at the request of the Company for the purpose of investigation and proving a claim made against the Company within the terms of this Policy Section

It is further declared and agreed that the liability of the Company a respect of such fees and charges shall be limited to the sum of RM3,000.00 in respect of any one claim subject to the Company's total liability shall not exceed RM6,000.00 in anyone Period of Insurance

Subject otherwise to the terms and conditions of this Policy.



**Endorsement relating to Section M – Machinery Breakdown**

**AR08 Reinstatement As New Memorandum** *(Applicable to Section M & O as specified in the schedule)*

**NB : Not applicable to equipment more than 10 years old**

It is hereby declared and agreed that

In consideration of an additional premium

In the event of destruction of or damage to any Plant described in the Schedule or other property belonging to the Insured for which a claim is admitted under the Policy the basis on which the amount payable under the Policy is to be calculated shall be the Reinstatement of the Plant or property destroyed or damaged.

"Reinstatement" shall mean:-

- b) where the said Plant or property is destroyed if
  - a building the re-building of the property
  - if not a building its replacement by similar plant or propertyin either case in a condition equal to but not better or more extensive than its condition when new.
- c) where the said property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

The term "property" in (a) and (b) above shall not include Stock-In-Trade or Goods in the process of manufacture.
- d) where the said Plant is damaged, the repair of the damaged item so that its working condition is substantially the same as that immediately before the accident.

Provided that:-

- 6. The work of Reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being increased thereby) will be commenced and carried out with reasonable despatch 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.
- 7. Where the said property is damaged or destroyed in part only, the liability of the Company shall not exceed the sum representing the cost which the Company could have been called upon to pay for Reinstatement if such property had been wholly destroyed.
- 8. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made until the cost of Reinstatement shall have actually been incurred.
- 9. 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 the said Plant or property insured hereunder such destruction or damage shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a reinstatement basis.
- 10. Where by reason of the 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 liability of the Company and the Insured in respect of the destruction or damage shall be subject to the terms and conditions and limitations of this Policy as if this memorandum had not been incorporated therein.

Subject otherwise to the terms conditions and limitations of the Policy and always to the Limit of Indemnity set opposite each item or group of items in the Schedul

**Endorsement relating to Section O – Electronic Equipment**

**A0001 Strike, Riot & Civil Commotion**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by:-

- 1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the special conditions hereof,
- 2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- 3. The wilful act of any striker or locked-out worker performed 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.

Special conditions

1. This insurance shall not cover:-

- (a) Loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
- (b) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
- (c) Loss or damage occasioned by permanent or temporary dispossession by any building resulting from the unlawfully occupation by any person of such building.
- (d) Consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the insurers are not relieved under (b) or (c) above of any liability to the insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance shall 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 proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
- (c) Any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government De Jure or De Facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the insurers allege 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.

3. This insurance may at any time be terminated by the insurers on notice to that effect being given by registered post at the insured's last known address, in which case the insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

**A006 Extra Charges for Overtime, Night Work and Express Freight**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight) which are necessarily and reasonably incurred by the insured.

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the damaged item(s) is (are) less than amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity: 10% of loss amount for each and every loss

**Endorsement relating to Section P – Good In Transit**

**K011 Strikes, Riots and Civil Commotion**

(For use in conjunction with insurance of transit by road/rail from warehouse to warehouse with named perils or all risks coverage)

1. This Insurance covers loss of or damage to the property hereby insured caused by
  - (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, persons acting maliciously
  - (b) persons acting maliciously.
2. Warranted free of
  - (i) Loss or damage proximately caused by
    - (a) delay, inherent vice or nature of the property hereby insured
    - (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion:
  - (ii) loss or damage caused by hostilities warlike operations civil war or by revolution rebellion insurrection or civil strife arising therefrom
3. This insurance attaches from the time goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit including customary transshipment, if any, and terminates on delivery to the consignees' or other final warehouse or place of storage at the destination named in the policy or on the expiry or three days, whichever shall first occur.

The time limit referred to above to be reckoned from midnight of the day on which the vehicle arrives at the destination named in the policy.

4. It is a condition of this insurance that the insured shall act with reasonable despatch in all circumstances within their control

**KA017 Institute Replacement Clause ( for new machine/equipment as applicable)**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine.

**KA018 Secondhand Replacement Clause (for secondhand/used/recondition machine/equipment as applicable)**

In the event of loss or damage to any part of an insured machine caused by a peril covered by the policy the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new machine plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of the Company exceed the insured value of the complete machine.

**K003 Unattended Vehicle Clause**

Lost of or damage to the interest insured whilst kept in an unattended vehicle is covered provided that: -

- i) The vehicle is securely locked at all points of access and the vehicle's alarm, is armed or activated when unattended. Claims arising from such circumstances must be due to forcible and violent entry to the conveyance or container of the property insured.
- ii) In respect of deliveries or travels undertaken at night, all stops should only be at authorised rest and relax areas or police station or a fenced-up compound / car park of a hotel/motel/rest house
- iii) Such loss or damage is not covered by some other insurance.