

TUNE PROTECT MALAYSIA

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STAMP DUTY PAID

Business Shield Insurance Policy

SECTION 1 – FIRE PLUS INSURANCE

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applies for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Tune Insurance Malaysia Berhad (hereinafter called "the Company"). However, In the event of any pre- contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

For Non-Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applies for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Tune Insurance Malaysia Berhad (hereinafter called "the Company"). In the event of any pre -contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of Insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

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

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

PROVIDED ALWAYS that the due observance and 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 Policy.

THE CONDITIONS AND STIPULATIONS REFERRED TO IN THIS POLICY ARE AS FOLLOWS:-

MISDESCRIPTION

1. (a) For Consumer Insurance Contracts

Where the insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured has a duty to take reasonable care not make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the question fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of the insurance in accordance with remedies in Schedule 9 of the Financial Services Act 2013.

The Insured is also required to disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

1. (b) For Non-Consumer Insurance Contract

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's 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 the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

RECEIPT

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

OTHER INSURANCE/S

3. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured. Such notice should be given and endorsed by the Company in this Policy before the occurrence of any loss or damage.

FALLEN BUILDING

4. All insurance under this Policy.
- (1) on any building or part of any building,
 - (2) on any property contained in any building,
 - (3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement,
 - a. of such building or for any part thereof,
 - b. of the whole or any part of any range, of buildings or of any structure of which such building forms part,

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

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

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

RISKS NOT COVERED

5. (i) This Insurance does not cover:-
- (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 8(f)], or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(ii) only combustion shall include any self- sustaining process of nuclear fission.

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

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (e) Any act of terrorism

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

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

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

7. This insurance does not cover any liability for:

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

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

RISKS NOT COVERED UNLESS EXPRESSLY INCLUDED

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

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding RM500.00.
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money cheques, books of account or other business books or Computer Systems records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works; will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush,alang, prairie, pampas or jungle, and the clearing of lands by fire.

ALTERATIONS AND REMOVALS

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

- (a) If the trade of manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.

MARINE CLAUSE

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

TERMINATION OF THE INSURANCE

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

OCCURRENCE OF A FIRE

12. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.
 - (a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
 - (b) particulars of all other Insurances, if any.

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

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

EXTENSIONS COVERED

13. (a) FIRE BRIGADE CHARGE

The insurance under this policy extends to include:-

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

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

(b) EMERGENCY RELIEF BENEFIT (NON-TARIFF)

This insurance under this policy extends to include Emergency Relief Benefit in the event of loss or damage due to **FIRE OR FLOOD** to the Property insured herein. The Company shall pay the Insured provided the liability of the Company under this extension is limited to RM1,000.00 for any one loss and in aggregate during any one period of insurance.

The Company shall make payment for the above benefit upon losses arising from fire or/and flood, regardless whether the flood peril is extended or otherwise.

Notwithstanding the above, this benefit shall cease upon the first valid claim made by the Insured.

Note:

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

RIGHTS OF A COMPANY

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

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

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

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

FORFEITURE

15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an Arbitration taking place in pursuance of the 22nd condition of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

REINSTATEMENT

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

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specification, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

MARKET VALUE / VALUATION

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

The Market Value of the insured property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall be obtained from a Loss Adjuster registered under the Financial Services Act 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 and to be mutually appointed by both parties. The valuation of the insured property by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster 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.

SUBROGATION RIGHTS

18. 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.

CONTRIBUTION / AVERAGE

19. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
20. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the insured shall considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

REINSTATEMENT OF LOSS

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

ARBITRATION

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

TIME LIMIT FOR COMPANY'S LIABILITY

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

NOTICES

24. Every notice and other communication to the Company required by these Conditions must be written or printed.
25. This Policy and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the said schedule shall bear such meaning wherever it may appear.

CLAUSES, ENDORSEMENTS AND WARRANTIES APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE

(C001) TEMPORARY REMOVAL CLAUSE

a) (Applicable to Contents of Private Dwellings)

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

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

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

N.B. As specified in the Schedule.

b) (Applicable to other property excluding Stock-in-Trade and Merchandise)

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

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

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

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

(C002) REMOVAL OF DEBRIS CLAUSE

a) Removal of debris (with separate sum insured)

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

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

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

The Company will not pay any costs or expenses:

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

b) Removal of debris (without separate sum assured)

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

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

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

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

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site,
- (ii) arising from pollution or contamination of property not insured by this policy.
Provided always the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are insured.

(C003) ARCHITECT'S SURVEYOR'S AND CONSULTANT'S FEES CLAUSE

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

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

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

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

N.B. As specified in the Schedule.

(C004) OTHER CONTENT CLAUSE

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

- a) Money and stamps not otherwise specifically insured for an amount not exceeding RM1000.
- b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM1,000 in respect of any one documents, manuscript or business book.
- c) Computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding RM1,000.
- d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.
- e) Employees' pedal cycles, clothing tools and other personal effects for an amount not exceeding RM1,000 in respect of one Employee.

(C005) CAPITAL ADDITIONS CLAUSE

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

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

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

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

Note: In the event that there is more than one Location, the Limit may be increased to RM2,000,000 this amount being the aggregate Limit for all the Locations.

(C006) MORTGAGE (CHARGE) CLAUSE

a) Mortgage (Charge) Clause 1

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

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

Non-Cancellation Clause

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

N.B.- 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) Mortgagee (Chargee) Clause 2

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

Non-Cancellation Clause

And it is further agreed that cancellation of this Policy shall not be affected 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).

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

(C007) CONTRACT PRICE

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

(C010) COMPUTER SYSTEMS RECORDS

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

(C011) DESIGNATION CLAUSE

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

(C015) AUTOMATIC RENEWAL CLAUSE

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

(C016) REINSTATEMENT VALUE CLAUSE

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

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the sum insured there on at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:-
 - (a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further times as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

(C018) REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in the Condition 17 of the Policy, it is hereby declared and agreed that the Insurance by item No. of this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:

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

(C019) SPECIAL CONDITIONS FOR DECLARATION POLICIES CLAUSE

1. In consideration of the premium by this Policy being provisional in that it is calculated on 100% of the Sum Insured hereby and is subject to adjustment on expiry of each period of insurance:-
 - The Insured agrees to declare to the Company in writing the value of his stocks, less any amount insured by policies other than Declaration Policies, on the following basis namely the average of the values at risk on each day of the month and to make such declaration within thirty days of the last day of each calendar month such declaration to be signed by the Insured or by a responsible person authorised to sign on his behalf.

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

(C020) TEMPORARY STORAGE CLAUSE

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

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the Company is limited to 10% of the total sum insured or RM500,000 whichever is the lower for property covered under this clause.
- (c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
- (d) this insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

(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, labels and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Insured attaches to the said property.

(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 of or damage to the property insured directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus.

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

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

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

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

SPECIAL CONDITIONS

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

(C027) INTERNAL REMOVAL CLAUSE

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

(C028) OUTBUILDING CLAUSE

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

(C029) APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM5,000 or 5% (FIVE PERCENT) of the Sum Insured whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

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

(C030) VEHICLE LOAD CLAUSE

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

(C031) ALTERATION AND REPAIR CLAUSE

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

(C035) PAIRS AND SETS CLAUSE

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

may have as part of such pair or set.
Subject otherwise to the terms exceptions and conditions of the policy.

(C039) SELF-INSURANCE CLAUSE

It is hereby declared and agreed that the Insured agrees to self-insure and that the sum(s) insured nominated under [item(s) no(s).....of] this Policy represent(s) only.....% of the actual Market Value (or reinstatement value in the event that this Policy is on reinstatement value basis) of the property insured herein.

In consequence of the foregoing, the Insured agrees to be his own insurer for% and undertakes to bear that rateable proportion of:-

- a. each and every loss or damage (including any amounts in respect of fees charges costs and expenses) payable under this Policy; and
- b. any expenditure payable in the exercise of Condition 18 of this Policy.

It is further declared and agreed that in the event the sum(s) insured under [item(s) no(s).....of] this Policy is less than% of the actual value of the insured property at the time of loss, Condition 20 of this Policy (Average Clause) shall apply accordingly.

(C109) UNVALUED POLICY

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.

(P001) AIRCRAFT DAMAGE ENDORSEMENT

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

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

SPECIAL CONDITIONS

1. The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
2. This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

Subject otherwise to the terms and conditions of the policy.

(P002) EARTHQUAKE AND VOLCANIC ERUPTION

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

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

Subject otherwise to the terms and conditions of the policy.

(P003) STORM, TEMPEST

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

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

EXCESS CLAUSE

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

- a. 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
 - b. RM200.00
- whichever shall be the less, as ascertained after the application of any condition of average.

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

(P004) FLOOD

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

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

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

EXCESS CLAUSE

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

- a. 1% of the total sums insured against such peril on said property by Policies in the name of the Insured, or
 - b. the first RM2,500.00 of each and every loss
- whichever shall be the less, as ascertained after the application of any condition of average.

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

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

SPECIAL CONDITIONS

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

(P05A/P05B/P05C/P05D) EXPLOSION

In consideration of an additional premium, the Company hereby agreed and declared that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-
Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

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

SPECIAL CONDITIONS

1. The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.
For the purpose of this condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such a loss or damage is covered shall be upon the Insured.
2. If there shall be any other fire insurance on the property insured under this policy, the Company shall be liable only pro ra ta with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
Subject otherwise to the terms and conditions of the policy

(P06A) IMPACT DAMAGE EXCLUDING INSURED'S OWN VEHICLES

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

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

(P06B) IMPACT DAMAGE INCLUDING INSURED'S OWN VEHICLES

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

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

Subject otherwise to the terms and conditions of the policy.

(P07A/P07B) WATER DAMAGE DUE TO BURSTING OVERFLOWING OF WATER TANKS

In consideration of an additional premium, the Company hereby agree and declare that the Insurance under this Policy shall, extend to include loss of or damage to the property insured caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the building insured or containing the property insured excluding:-

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

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

(P08A) ELECTRICAL INSTALLATIONS CLAUSE (A)

This Company is expressly declared to be free from liability for loss of or damage to, any electrical machine, apparatus or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the policy.

(P08B) ELECTRICAL INSTALLATIONS CLAUSE (B)

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

Subject otherwise to the terms and conditions of the policy.

(P009) BUSH (LALLANG) FIRE ENDORSEMENT

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

Subject otherwise to the terms and conditions of the policy.

(P010) SUBSIDENCE AND LANDSLIP

(I) STANDARD COVER

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

- (a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- (b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (d) loss or damage occasioned by happening through, or in consequence of:-

- coastal or river erosion.
- demolition, structural alteration or structural repair.
- defective design or inadequate construction of foundations.

- (d) in respect of each and every loss, 5% of the total sum insured of RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.
Provided that the total liability of the Company shall not exceed the sum insured by each item on the property insured less the amount excluded under (d) above.
Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
Subject otherwise to the terms and conditions of the Policy.

(II) DELETION OF EXCLUSION (A) UNDER STANDARD COVER

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

- (a) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (b) loss or damage occasioned by happening through, or in consequence of:

- coastal or river erosion.
- demolition, structural alteration or structural repair.
- defective design or inadequate construction of foundations.

- (c) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower as ascertained after the application of any condition of average.
Provided that the total liability of the Company shall not exceed the sum insured by each item on the property insured less the amount excluded under (c) above.
Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
Subject otherwise to the terms and conditions of the Policy.

(P011A) SPONTANEOUS COMBUSTION – BY FIRE ONLY

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured by fire only caused by its own spontaneous fermentation, heating or combustion.
Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

(P011B) SPONTANEOUS COMBUSTION – FULL COVER

In consideration of an additional premium, the Company hereby agree and declare that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property insured caused by its own spontaneous fermentation, heating or combustion.

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

(P12A/P12B) RIOT STRIKE AND MALICIOUS DAMAGE

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

Loss of or damage to property insured directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (Whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
 2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
 3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock out.
 4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.
- It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-
- Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

SPECIAL CONDITIONS

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

CONDITIONS 5

This insurance does not cover:-

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

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

CONDITION 6

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

- a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
 - b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
 - c) Any act of terrorism
- For the purpose of this condition an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

CONDITION 8

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

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

CONDITION 11

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

CONDITION 20

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

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

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

(P013) DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM

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

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

Subject otherwise to the terms and conditions of the Policy.

(P14A) COLD STORAGE

I) COLD STORAGE CLAUSE (A)

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

Subject otherwise to the terms and conditions of the policy.

(P14B) COLD STORAGE

II) COLD STORAGE CLAUSE (B)

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

Subject otherwise to the terms and conditions of the policy.

WARRANTIES

Warranty No

- W1. RESTRICTION OF MERCHANDISE WARRANTY
Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.
- W1A. RESTRICTION OF MERCHANDISE WARRANTY (Club/School/Office)
Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office.
- W1B. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)
Warranted that during the currency of this Policy not more than 10% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.
- W1C. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)
Warranted that during the currency of this Policy not more than 20% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.
- W1d. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)
Warranted that during the currency of this Policy not more than 50% of the total floor area of the premises insured herein be used for the manufacture or deposit or storage of merchandise.
- W2. DETACHED BUILDING WARRANTY
Warranted that during the currency of this Policy the building A (containing the property) insured by A (Item No.of) this Policy is detached by at least B meters/feet on all sides from any other building (excluding small outhouse).
- A required for insertion in the case of contents policies
B insert distance required by the appropriate Tariff Classification
- W3A. STORAGE OF HAZARDOUS GOOSS WARRANTY A
Warranted that during the currency of this Policy, storage in the premises of the following materials is permitted only up to the limit of quantities stated below, namely:-
- i) All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less 3600 Litres than 93C (200F) (800 gallons)
 - ii) All liquids including petrol giving off flammable vapour with flashpoint below 38C (100F) 900 Litres(200 gallons)
 - iii) Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials 30kg or 4 cases or cartons such as silane, sulphur etc. and active materials such as magnesium, sodium etc. whichever is higher.
- W3B. STORAGE OF HAZARDOUS GOODS WARRANTY B
Warranted that during the currency of this Policy, the storage of goods and the quantity of the goods stored in or upon the within mentioned premises are in compliance with the Regulations and Law of Malaysia.
- W4A. STORAGE OF PETROL WARRANTY
Warranted that during the currency of this Policy the storage of petrol be in accordance with the Government Regulations.
- W4B. RESTRICTION OF SPRAY PAINTING/POWDER SPRAYING WARRANTY
Warranted that during the currency of this Policy no spray painting/powder spraying or any process in connection therewith be carried on in the premises described herein.
- W4C. PRINTING PROCESS WARRANTY
Warranted that during the currency of this Policy no printing or any process in connection therewith be carried on in the premises described herein.
- W6. MOTOR VEHICLE REPAIRS WARRANTY
Warranted that during the currency of this Policy no repair work of any kind on motor vehicles and agricultural implements be carried on in the premises described herein.
- W7. SOLVENT EXTRACTION WARRANTY
Warranted that during the currency of this Policy no solvent extraction be carried on in the within described premises.
- W8A. SMOKING, DRYING OR STORAGE OR RUBBER WARRANTY
Warranted that during the currency of this Policy no smoking, drying or storage of prepared rubber be carried on in the premises described herein but allowing the storage of liquid latex.

- W8B. SMOKING OR DRYING OR RUBBER BY ARTIFICIAL HEAT WARRANTY
Warranted that during the currency of this Policy no smoking of rubber or drying by artificial heat be carried on in the premises described herein.
- W8C. DRYING BY ARTIFICIAL HEAT WARRANTY C
Warranted that during the currency of this Policy no drying by artificial heat be carried on unless the furnace for heating and its flues be entirely outside the premises or separated therefrom by a brick, stone or concrete wall not less than 4 1/2 inches thick passing through the roof, without openings except such as may be necessary for metal pipes, and the heat conveyed by steam, hot water or hot air not directly drawn from the furnace fire or from flue gases.
Note: Where, however, the heater house roof abuts the main buildings at a lower level than the main roof such wall need only be carried up to the eaves of the main roof.
- W9. REMOVAL AND BURNING OF WOOD WASTES WARRANTY
Warranted that during the currency of this policy:-
- (a) all shavings, sawdust and other refuse be removed from the premises regularly but not less than three (3) times a week and not allowed to accumulate.
 - (b) no shavings, sawdust or other refuse be burned (other than in a brick incinerator or furnace used in connection with the Insured's business) within 30 metres (100 ft) of any building forming part of the insured premises.
- W10. BURNING OF SAWDUST (WITHIN 100 FT) WARRANTY
Warranted that during the currency of this policy:
- (i) no power (other than electric), and
 - (ii) no artificial heat be used, and
 - (iii) that shavings, sawdust and refuse be removed daily from the premises and be not burned (other than in a brick incinerator or furnace used in connection with the Insured's business) within 30 metres (100 ft) thereof.
- W11A. STORAGE OF UNHEWN LOGS (WITHIN 15 METRES) WARRANTY
Warranted that during the currency of this Policy no unhewn logs be stored or stacked within 15 metres (50 feet) of the sawmill.
- W11B. STORAGE OF SAWN TIMBER (WITHIN 100 FEET) WARRANTY
Warranted that during the currency of this Policy no sawn timber be stored or stacked within 30 metres (100 feet) of the sawmill.
- W12. VACANT RISK WARRANTY
Warranted that at no time during the currency of this Policy shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.
It is further warranted that all door, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorised person or persons.
- W13A. PLASTICS WARRANTY A
Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; silicone resins; fluorocarbons; polyester resins including alkyd resins; polyvinyl acetate; polyvinyl butyrate; epoxy resins, amino resins will be used or stored in the within described premises.
- W13B. PLASTIC WARRANTY B
Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than polystyrene; acetal resins; acrylic resins; acrylonitrile butadiene styrene (A.B.S) resins; ethyl cellulose; polypropylene; polythene/polyethylene; methyl methacrylate; cellulose acetate; cellulose acetate butyrate; cellulose propionate; polymethyl methacrylate; polyvinyl chloride will be used or stored in the within described premises.
- W13C. PLASTIC WARRANTY C
Warranted that during the currency of this Policy no nitrocellulose based plastic or foamed or expanded plastics be manufactured, used or stored in the within described premises.
- W14. FUEL STORAGE TANKS INSTALLATIONS WARRANTY
Warranted that during the currency of this Policy the Fuel Storage Tank Installations comply with the following regulations:-
- a) Tanks must be of steel and placed at least 2 feet below the surface of the ground and must be filled only from the open through oil-tight pipes fitted with screwed caps or valves.
 - b) Motor vehicles must stand in the open when their tanks are being filled.
 - c) No artificial light other than electric light may be used near tanks or pumps.
- Note: The filling of tanks under balconies or verandahs is not be considered as non compliance with (a) and (b) above.

- W15. STORAGE TANK INSTALLATIONS WARRANTY
Warranted that during the currency of this Policy no mineral or rock oils or liquid products or mixtures thereof giving off an inflammable vapour below 150°F (closed cup test) shall be stored or deposited in, or within 50 feet of any tank, barrels, tins or drums insured or the contents of which are insured hereby.
- W16. CURING BARN (SOURCE OF FUEL) WARRANTY
Warranted that during the currency of this Policy the furnaces and/or stoves of the curing barns are fired by gas, oil and/or electricity.
- W17. MANUFACTURE AND STORAGE OF PAINTS, ETC. WARRANTY
Warranted that during the currency of this Policy no manufacturing or storage of oil paints, enamels, lacquers, varnishes, varnish stains, cellulose paints or paint thinners, removers or renovators be carried on within the insured premises.
- W18. USE & STORAGE OF FOAMED PLASTICS AND FOAMED RUBBER WARRANTY
Warranted that during the currency of this Policy no foamed plastic or foamed rubber or goods made therefrom be used or stored.
- W19. REGULAR INSPECTIONS WARRANTY
Warranted that during the currency of this Policy the premises be inspected at the end of each day for smouldering matches, tobacco or other materials and signed reports made thereon by the employee(s) responsible for such inspection. The reports to be examined at least once each week by the Management.
- W20. BITUMINOUS MATERIALS/SOLVENT WARRANTY
Warranted that during the currency of this Policy no bituminous material and/or solvents having a flash point (closed cup test) below 32°C (90°F) be used or stored within the insured premises.
- W22. LIQUIFIED PETROLEUM GASES WARRANTY
Warranted that during the currency of this Policy, relevant government regulations dealing with storage or use of liquified petroleum gases shall be complied with at all times.
- W23. USE OF ELECTRICITY AND/OR SOLAR POWER ONLY WARRANTY
Warranted that during the currency of this Policy, no power other than electricity and/or solar power be used for heating purposes.
- W24. SPRAY PAINTING WARRANTY
- (I) Spray Painting Warranty (A)
Warranted that during the currency of this policy in the part of the premises used for spray painting*:-
- (a) No cleaning off, mixing, spray painting*, or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequately ventilated to the open by means of an exhaust fan or fans with sufficient fresh air inlets located near floor level, and that not more than one day's supply of paint, lacquer, solvent, diluent, or thinner be deposited therein.
Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communication should be fitted with door(s) of hardwood or of incombustible material.
- (b) All paints, lacquer, petrol, solvents, diluents, and thinners, be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports of incombustible material, any communication having a closely fitting door or hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) No artificial lighting, otherwise than explosion-proof or flame-proof electric lights, be used.
- (e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.
Note*: To be replaced with the word "spray painting and powder spraying" in the event the risk involve two processes).
- (II) Spray Painting Warranty (B)
In consideration of the payment of an additional premium, it is hereby agreed that spray painting* is allowed to be carried on in the premises described herein.
Note*: To be replaced with word "spray painting and powder spraying" in the event the risk involve two processes).

W25. POWDER SPRAYING WARRANTY

(I) Powder Spraying Warranty (A)

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

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

(II) Powder Spraying Warranty (B)

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

W26. PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this policy.

W27. SILENT RISK WARRANTY

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

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

PREAMBLE CLAUSE

Whereas:-

1. The Insured has applied to the Company for the insurance provided under these Cover Sections;
2. The Insured has paid or agreed to pay the premium stated in the Policy Schedule as consideration.

The Insured and the Company now agree that:-

1. if during the Period of Insurance and within the Territorial Limit stated in the Policy Schedule, the Insured suffers a loss covered under these Cover Sections, the Company will by payment or at its option, replacement, reinstatement or repair, indemnify the Insured against such loss;
2. The Company's liability under these Cover Sections is subject to the terms and conditions of the respective each Cover Section(s); and shall not exceed the sum insured or the limit of liability stated under the respective Cover Section(s) taken up by the Insured.

These Cover Sections are subject to the General Definitions, General Exclusions, General Conditions and Clauses Applicable to this Policy stated here and also to the specific terms and conditions stated under each Cover Section.

GENERAL DEFINITION

The following definitions shall apply to the words used in these Cover Sections. Each Cover Section may also contain specific definitions which are applicable to the respective Cover Section.

1. **Insured** shall mean the person or entity named in the Policy Schedule as The Insured and where applicable the person or entity insured under the Cover Section(s).
2. **Company** means Tune Insurance Malaysia Berhad (30686-K).
3. **Period of Insurance** means the period of cover provided under this Policy as per the dates shown in the Policy Schedule.
4. **Policy** includes this document, the Policy Sections, insurance proposal, schedule, conditions, exclusions, terms, attachments, special specifications, warranties and policy endorsements which are deemed part of the same insurance contract.
5. **Schedule** means the Policy Schedule containing the Insured's details, type and amount of cover selected, and Period of Insurance. The Schedule forms part of this Policy.
6. **Cover Section(s)** means the individual coverage under Sections 2, Section 3, Sections 4.2, 4.4 and 4.5 that the Company gives the Insured that attached to and forms part of the Insured's Policy when stated in the Policy Schedule.
7. **Business** means the Insured's business, occupation, trade or profession as stated in the Schedule.
8. **Building(s)** mean the building(s) at the Situation of Risk, including outbuildings, walls, gates and fences, signs, landlord's fixtures and fittings, of every kind and description and permanent additions forming part of the building complex.
9. **Premises** means within the confines of the Building(s).
10. **Damage / Damaged** means accidental physical damage, destruction or loss.
11. **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
12. **Malicious Damage** means loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in General Exclusion 1 (a), (b) and (c), but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.
13. **Territorial Limits** means Malaysia.

GENERAL EXCLUSIONS

The following general exclusions apply to the Cover Sections. No cover is provided and the Company is not liable if the exclusion is applicable:

If the Company alleges that by reason of the following exclusion clauses, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

1. War, Act of Terrorism, Confiscation, Radioactivity, Nuclear Perils

This Cover Section(s) do not cover loss, damage, costs or expense, personal injury, illness, liability or consequential loss 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 thereto:

- (a) war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- (c) any act of terrorism;
- (d) any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire;
- (e) ionizing radiation or contamination by radioactivity from:
 - (i) any nuclear fuel or from any nuclear waste;
 - (ii) from the combustion of nuclear fuel. For the purposes of this exclusion, only combustion shall include any self-sustaining process of nuclear fission;
 - (iii) nuclear weapons material;
 - (iv) nuclear fission or nuclear fusion;
 - (v) nuclear weapons material

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 the above.

2. Wilful Acts

This Cover Section(s) does not cover loss, damage, costs or expense, personal injury, illness, liability or consequential loss 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 thereto:

- (a) dishonest, fraudulent, criminal or malicious act; or
- (b) wilful breach of any statute, contract or duty; or
- (c) conduct intended to cause loss or damage or with reckless disregard for the consequences; carried out by the Insured or any person acting with the Insured's knowledge, consent or connivance.

3. Alteration of Risk

If the risk of loss, damage, injury, illness or liability is significantly increased by any alteration in the circumstances existing at the time of the proposal or that affect the Insured, the Company will not cover any claims that are caused by or arise from such alteration unless:

- (a) The Insured could not have reasonably known of the alteration; or
- (b) The Insured has notified the Company of the alteration and the Company has agreed to accept the alteration to the risk.

4. Acquisition of Companies

This Cover Section(s) does not cover:

- (a) any company or other legal entity acquired during the Period of Insurance; or
- (b) any property or liability associated with such company or any other legal entity or business undertaking or operation.

Provided that the Company has been notified in writing, the Company may, at the Company's option and subject to any additional premium the Company may require, provide cover.

5. Unoccupied Buildings and Premises

This Cover Section(s) does not provide any cover at a building or premises after the building or that premises has been unoccupied by authorised persons for more than thirty (30) consecutive days.

Provided that:

- (a) cover will apply at an unoccupied building or premises if the Company has specifically agreed to this in writing;
- (b) cover will resume when that building or that premises is again occupied by authorised persons; and
- (c) the Insured agrees to pay the Company any additional premium that the Company may require.

6. Asbestos

This Cover Section(s) does not cover any liability of whatsoever nature in connection with, directly or indirectly caused by, or contributed to by, or arising from, asbestos or asbestos products or asbestos contained in any product.

7. Pollution

This Cover Section(s) does not cover:

- (a) loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);
- (b) loss, damage, costs or expense, injury, illness or liability directly or indirectly arising out of the discharge, seepage, migration, dispersal, release or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- (c) the cost of removing, nullifying or cleaning up pollutants;
- (d) the cost of preventing the escape of pollutants.

8. Aggravated, Punitive or Exemplary Damages, Fines or Penalties

This Cover Section(s) does not cover any fines, penalties, exemplary, punitive, liquidated or aggravated Damages.

9. Dishonesty

Except as expressly provided under this Cover Section(s), any loss or damage occasioned by or through the dishonesty of any of the Insured's Employee.

10. Consequential Loss

Except as expressly provided under this Cover Section(s), any consequential loss.

GENERAL CONDITIONS

The following general conditions apply to the Cover Section(s).

1. Misdescription

In the event of any material misdescription of the Business or Premises to which this insurance refers or any misrepresentation of material fact to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable under this Cover Section(s).

2. Premium Payment

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

3. Change in Risk

The coverage under this Cover Section(s) shall cease if:

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

4. Increase in Risk

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

5. Cancellation

The coverage under this Cover Section(s) may be terminated at any time at the request of the insured, in which case the Company will retain the customary short period rate for the time the Cover Section(s) was in force. This coverage may also at any time be terminated at the option of the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

6. Other Insurance

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

7. Reasonable Care

The Insured shall take all reasonable precautions to prevent accident and shall use its best endeavours to see that only competent employees are employed. The Insured shall exercise reasonable care to see that all statutory obligations are observed and complied with and that all buildings ways works plant machinery furniture fixtures and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and immediately and defect shall come to his knowledge he shall forthwith make good such defect and/or take such temporary precautions to prevent accident.

8. Claim Procedure

The Insured shall not negotiate, admit or deny any claim without the Company's written permission.

When an event that is likely to result in a claim under the Cover Section(s) occurs, the Insured, or any other person(s) or party(s) covered by the Cover Section(s), must:

- a. take all reasonable precautions to prevent further loss, damage, injury, illness or liability;
- b. inform the police immediately if property is lost, stolen or maliciously damaged and take all reasonable steps to recover the lost or damaged property;
- c. notify the Company immediately of the event;
- d. provide the Company with full written details of the event within fourteen days (14) of learning that the event happened;
- e. allow the Company to use any legal rights held by the Insured or held by any other party covered by this Cover Section(s);
- f. allow the Company to negotiate, defend or settle the claim
 - i. in the Insured's name and on the Insured behalf;
 - ii. in the name of and on the behalf of any other party covered under this Cover Section(s);
- g. immediately send the Company any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest the Insured receive or become aware of; and
- h. as far as possible preserve any products, appliances, plant or other items which might prove necessary or useful as evidence until the Company have had an opportunity of inspection
- i. furnish to the Company all such proofs of documents and information with respect of the claim as may reasonably be required

9. Control of Claims

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

10. Examination

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

11. Fraudulent and Exaggerated Claims

If the claim is deemed fraudulent in any respect, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on the Insured behalf to obtain any benefit under this Cover Section(s); or, if the loss or damage be occasioned by the wilful act, or with the Insured connivance, all benefit under this Cover Section(s) shall be forfeited.

12. Recovery and Entitlement of Property

The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and the Insured shall give all reasonable assistance for the purpose. The Company shall be entitled to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.

13. Subrogation

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

14. Arbitration

If any difference arises as to the amount of any loss such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two-disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their Meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, or Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The cost of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Cover Section(s) that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss if disputed shall be first obtained.

15. Governing Law

This Policy and all rights, obligations and liabilities arising hereunder shall be construed and determined and enforced in accordance with the laws of Malaysia and all disputes arising from this Policy shall be submitted to the exclusive jurisdiction of the Courts in Malaysia.

16. Meaning

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

17. Notice

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

18. Applicable Conditions

In the event of a conflict between the terms stated in General Conditions and Exclusions above and/or the Clauses/Warranties/Endorsements stated under each Cover Section; and the specific conditions, exclusions, clauses, warranties or endorsements under each of the Cover Sections, the latter shall prevail and be applicable to each of the Cover Section.

CLAUSES APPLICABLE TO THIS COVER SECTION

1. PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/ renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

2. SERVICE TAX CLAUSE

Please be informed that 6% Service Tax will be charged for all taxable general insurance policies.

3. STRIKE, RIOT AND CIVIL COMMOTION

It is hereby understood and agreed that this Cover Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this clause shall mean loss of or damage to the property insured directly caused by

- (a) the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or a lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbances.
- (b) the wilful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

Provided that the indemnity given by reason of this clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the following occurrences, namely

- (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether ware be declared or not), civil war.
- (ii) mutiny, civil commotion assuming the proportion of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power,
- (iii) any act of any person acting on behalf of or in connection with any organisation with activities directed towards 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 said provision 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.

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

4. JURISDICTION CLAUSE

It is hereby declared and agreed that the Company shall not be liable in respect of

- (a) compensation for damage in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.
- (b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

5. REINSTATEMENT VALUE CLAUSE (EXCLUDING STOCK) - Excluding Section 4.2

It is hereby declared and agreed that in the event of the Property Insured under this Cover Section being lost destroyed or damaged, the basis upon which the amount payable under this Cover Section is to be calculated, shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the property insured when new, subject to the following Special Provisions:

1. The work of replacement or reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the loss, destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment shall be made beyond the amount which would have been payable under the Section Cover if this Clause had not been incorporated therein.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property lost, destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Cover Section if this Clause had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement of the whole of the property insured had been lost destroyed or damaged exceeds the Sum Insured thereon at the commencement of any loss or destruction of or damage to such property by a peril insured against by this Cover Section, then the Insured shall be considered as being his own Insured for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Cover Section (if more than one) shall be separately subject to this Clause.
4. No payment beyond the amount which would have been payable under the Cover Section if this Clause had not been incorporated therein shall be made if at the time of any loss, destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

It is hereby agreed that this Clause is only applicable to static, mobile and non-mobile equipment not more than three (3) years old from the date of manufacture. This Clause is not applicable to items stock and personal effects.

6. SANCTION LIMITATION AND EXCLUSION CLAUSE

No Company shall be deemed to provide cover and no Company shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose 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 or United States of America.

7. CRIMINAL BREACH OF TRUST CLAUSE

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

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

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

8. THEFT BY DECEPTION (CHEATING) CLAUSE

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

Cheating as defined in the Penal Code is as follows:

“Whoever by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver no any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to ‘cheat’.

9. DATE RECOGNITION ELECTRIC DERANGMENT EXCLUSION CLAUSE

It is hereby declared and agreed that the Company will not pay for loss or damage arising from:

- (a) depreciation, wear and tear, rust and corrosion, mechanical or electrical or electronic breakdown equipment or computer malfunction, failures or breakages to the interest insured.
- (b) the failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date.
- (c) The burden of proving that a loss has occurred shall be upon the Insured.

10. TERRORISM EXCLUSION CLAUSE

It is hereby declared and agreed that for Policies with effective date commencing 31 December 2001, Acts of Terrorism is duly excluded.

Definition of “Acts of Terrorism”

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

11. RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

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

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

12. ANTI-BRIBERY AND CORRUPTION

The Insured shall comply, and/or shall procure or ensure that its directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by the Insurers and have in place adequate controls and procedures to prevent corruption.

In the event of a breach by the Insured, the Insurers shall be fully entitled to terminate the Policy without any liability whatsoever with written notice with immediate effect. The Insured shall hold the Insurers harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by the Insured, its directors, employees, subcontractors and/or agents.

CYBER LOSS LIMITED EXCLUSION CLAUSE – LMA5410

- 1 Notwithstanding any provision to the contrary within this policy agreement or any endorsement thereto, this policy agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with: 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2; 1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- 2 Subject to the other terms, conditions and exclusions contained in this policy agreement, this policy agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Definitions

- 3 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 4 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 5 Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

CYBER LOSS EXCLUSION CLAUSE – LMA5411

- 1 Notwithstanding any provision to the contrary within this policy agreement or any endorsement thereto, this policy agreement excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 If the policy allege that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by the Company is not covered by this policy agreement, the burden of proving the contrary shall be upon the Company.
Definitions
- 3 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 4 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 5 Cyber Incident means:
 - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 6 Computer System means:
 - 6.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- 7 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

COMMUNICABLE DISEASE EXCLUSION – LMA5393

This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

COMMUNICABLE DISEASE EXCLUSION – LMA5394

1. Notwithstanding any provision to the contrary within this policy agreement, this policy agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property

COMMUNICABLE DISEASE EXCLUSION – LMA5396

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

SECTION 2 - MISCELLANEOUS RISK BUSINESS INSURANCE

SECTION 2.1 - BURGLARY

COVER

This section covers if at any time during the Period of Insurance stated in the Policy Schedule hereto or during any further Period for which the Company may accept payment for the renewal or extension of this Cover Section:

1. The Property Insured or any part thereof described and included in the Policy Schedule hereto whilst contained in the Premises described in the said Policy Schedule shall be lost:
 - (a) By Theft consequent upon actual forcible and violent breaking into or out of the said Premises by any person or persons or feloniously concealed thereon, or
 - (b) As a result of armed robbery or robbery with violence

The Company will pay or make good to the Insured:

1. Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or
2. The net cost of repairing such damage

But not exceeding in respect of any one item specified in the Policy Schedule the Sum Insured thereon nor in respect of damage to the Premises five per cent (5%) of the Total Sum Insured nor in the whole during any one Period of Insurance such Total Sum Insured.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable in respect of:

1. Shortages due to unaccountable and/or inventory loss except where a possibility of theft as aforesaid exists.
2. Loss or damage due to any such theft as aforesaid or to any attempt thereat by or in collusion with any of the Insured's family, business staff/employees or domestic servants, or any person lawfully on the Premises.
3. Damage to glass or any decoration or lettering thereon.
4. Loss or damage occasioned by fire or explosion.
5. Loss or damage to medals, coins, curios, sculptures, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, checks, money, securities for money, stamps or stamp collections, documents of any kind, precious stones or business books or manuscripts unless specifically included in the Policy Schedule.
6. Loss or damage arising whilst the Premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Policy Schedule unless the written consent of the Company shall have previously been obtained and an additional premium required by the Company has been paid.
7. Loss or damage arising directly or indirectly out of or in any way connected with theft or any attempt at theft of property from a Safe, Strongroom or security enclosure opened by a key or by use of the details of a combination either of which has been left on the Situation of Risk while closed for business;

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. Reinstatement

The Company may reinstate repair or replace the property loss or damaged, as the case may be, instead of paying the amount of the loss or damage and may join with any other insurers in so doing, in cases where the property is also insured elsewhere. Any salvage shall become the absolute property of the Company to dispose of as it may think fit for its own benefit, and the Insured shall give to the Company all reasonable assistance in taking possession of such salvage. Upon payment of any claim by the Company the amount of such claim shall be reckoned in diminution of the sum insured in respect of the particular item or items or property for which the claim is made. Where any insured item consists of articles in a pair or in a set, the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as a part of such pair or set, nor more than a proportionate part of the Insured value of the pair or set.

2. Reasonable Precautions

All locks, bolts and other protective devices fitted to the premises must be engaged after business hours.

SPECIFIC CLAUSES APPLICABLE TO THIS COVER SECTION

1. FIRST LOSS (WITHOUT AVERAGE) CLAUSE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Section is issued as a First Loss Insurance and is not subject to average.

2. ARMED ROBBERY/HOLD UP CLAUSE

It is hereby declared and agreed that this Cover Section is extended to cover the risk of robbery inside the premises described herein.

It is further declared and agreed that the word 'robbery' shall mean taking of insured property:

- (i) by violence inflicted upon a custodian
- (ii) by putting him in fear or violence
- (iii) from the custodian who has been killed or rendered unconscious

Subject otherwise to the terms, exclusions and conditions of this Cover Section.

3. OTHER CONTENTS CLAUSE

It is hereby agreed that the term "other contents" is understood to include:

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding RM500.00
- (b) Documents, manuscript and business books but only of the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein and for an amount not exceeding RM500.00
- (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 record (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the Insured of the information contained therein for an amount not exceeding RM500.00
- (d) Patterns, models, molds, plans and designs for an amount not exceeding RM500.00

And so far as they are not otherwise insured.

4. FULL THEFT ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to cover theft without limitation of being accompanied by actual forcible and violent entry or breaking into the premises but excluding: -

- (1) loss due to fraud or dishonesty of any Employee
- (2) shortage due to error or omission
- (3) unexplained or unaccountable losses or disappearance or losses discovered during stock or inventory checking.

Provided that the sub-limit of this endorsement is not more than 20% of Sum Insured or maximum limit of RM50,000 whichever is lower.

Subject otherwise to the terms, exclusions and conditions of this Cover Section.

(930008) DAMAGE TO SAFE/DRAWER/CABINETS/CASH REGISTER/ STRONGROOM ENDORSEMENT

It is hereby declared and agreed that his Policy is extended to indemnify the Insured against damage to Safe/Drawer/Cabinets/Cash Register/Strongroom arising from, connected with or traceable to any loss hereby insured.

Provided that the Company has the option to indemnify by payment, reinstatement or repair.

Provided further that the liability of the Company under this extension shall not exceed RM1,000.00 any one loss or any one period of insurance.

Subject otherwise to the terms, exception, conditions of the policy.

COVER

This section covers during the Period of Insurance:

Money shall be lost, destroyed or damaged:

- (a) while in transit in the charge of the Insured or his employee(s) from the Insured's Premises to the bank and vice versa.
- (b) while in the Premises by Burglary/Armed Robbery/Hold-up :
 - During business hours anywhere in premises
 - After business hours kept in locked safe/ drawer/ strong room or cash register and cabinets
- (c) any locked safe/ drawer/ strong room or cash register and cabinets belonging to the Insured and containing Money is lost destroyed or damaged as a result of Burglary or any attempt thereat.

The Company will indemnify the Insured in respect of such loss destruction or damage.

Provided that the liability of the Company in respect of any one event shall not exceed the Limit of Liability applicable thereto.

The Limit of Liability for Section A and Section B is automatically increased by 20% for losses occurring during gazette public holidays defined as Festive Seasons. The period of cover for this 20% increase in Limit of Liability is extended to include 3 days before, 3 days after and during the Festive Seasons.

DEFINITIONS APPLICABLE TO THIS COVER SECTION

For the purposes of this section of the Policy only,

1. **"Money"** includes Cash Bank Notes Cheques Money Orders Postal Orders Bills of Exchange and unused Stamps.
2. **"Burglary"** shall mean :
 - (i) Theft following upon felonious entry of the Premises by violent and forcible means; or
 - (ii) Theft by a person in the Premises who subsequently breaks out by violent and forcible means; provided there shall be visible marks made upon the Premises at the place of such entry or exit by tools explosive electricity or chemicals.
3. **"Armed Robbery/Hold-Up"** shall mean theft accompanied by violence or threat of violence by anyone other than an employee of the Insured.
4. **Festive Seasons** shall be agreed as the following:

All states in Malaysia:
New Year's Day, Chinese New Year, Hari Raya Aidil Fitri, Deepavali and Christmas

Sabah:
Pesta Keamatan

Sarawak:
Hari Gawai

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable in respect of:

1. Shortages due to clerical or accounting errors and loss due to errors in receiving or paying out.
2. Loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the insured or any person or persons in the service of the Insured.
3. Loss or damage arising from an unattended vehicle.
4. Loss or damage occurring on premises which at the time of loss or damage are closed unless the money is in a locked safe/ drawer/ strong room or cash register and cabinets.
5. Loss or damage occurring outside the territorial of Malaysia.

6. Loss destruction or damage of contents of machines operated by coins, tokens or currency notes.
7. Loss destruction or damage occasioned by or happened through theft by an employee, partner or director of the Insured except whilst acting as a messenger and then only if such theft is discovered within three working days of its occurrence.
8. Any consequential loss whatsoever.

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. Reasonable Precautions

- (a) The Insured shall take all reasonable precautions to prevent loss or damage.
- (b) All locks, bolts, intruder alarms and other protective devices shall be in full operation during any time the premises are closed for business.
- (c) Every intruder alarm shall be properly inspected and maintained during the currency of this Policy in accordance with the manufacturer's recommendations.
- (d) All keys (except those deposited with a bank) and notes of combination lock letters and numbers for safe/drawer/strong room or cash register and cabinets containing Money must be held in the personal custody of an authorised person and removed from the Insured's premises out of working hours.

2. Loss Notification

On the discovery of any loss destruction or damage the Insured shall give immediate notice to:

- (a) the police and take all practicable steps to discover the guilty person or persons and to recover Money lost;
- (b) the Company in writing and shall within seven days thereafter or such further time as the Company may allow furnish to the Company at his own expense in writing detailed particulars of the amount of the loss destruction or damage together with such proof vouchers and other information in support thereof as the Company may reasonably require.

SPECIFIC CLAUSES APPLICABLE TO THIS COVER SECTION

MALICIOUS DAMAGE ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to include MALICIOUS DAMAGE. For the purpose of this extension Malicious Damage shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace).

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

SPECIFIC WARRANTY APPLICABLE TO THIS COVER SECTION

1. KEY WARRANTY

Warranted that this Cover Section does not cover loss of insured money from safe/drawer/strong room or cash register and cabinets following the use of the keys to the said safe/drawer/strong room or cash register and cabinets unless the said keys are obtained by threats or violence.

It is condition of this clause that whenever premises are left unattended the keys to the safe/drawer/strong room or cash register and cabinets and record of the combination numbers are removed from the premises by the Insured or some other responsible person nominated by him.

SECTION 2.3 - FIDELITY GUARANTEE

COVER

The Company agrees to make good and reimburse to the Employer all such direct pecuniary loss (not exceeding the limit of guarantee specified in the Policy Schedule) as the Employer shall sustain by any act of fraud or dishonesty committed by any such employee (hereinafter called "the relevant Employee"):

1. During the Period of Insurance stated in the Policy Schedule and,
2. During the uninterrupted continuance of employment of the relevant Employee and,
3. In connection with the occupation and duties of the relevant Employee.

DEFINITIONS APPLICABLE TO THIS COVER SECTION

For the purpose of this section of the Policy only,

1. **Employee** means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Policy Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable:

1. In respect of any of fraud or dishonesty committed by the relevant Employee unless such act of fraud or dishonesty is discovered during the aforesaid Period of Insurance or within six (6) months thereafter or within six (6) months after the death dismissal or retirement of the relevant Employee whichever event shall first happen.
2. If the nature of the business of the Employer or the duties or conditions of employment be changed or the remuneration of the relevant Employee reduced without the sanction of the Company or if the precautions and checks for securing of accounts shall not be duly observed.
3. To pay more than one claim for the relevant Employee under this Cover Section.

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. **LOSS, NOTICE AND PROOF**
Notice in writing stating particulars of the acts or defaults then discovered, the extent of loss so far as then ascertained and, if known, the whereabouts of the Employee concerned shall be given to the Company within seven days after any act of fraud or dishonesty or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the Insured or of any representative of the Insured to whom is entrusted the duty of superintendence over the Employee and the Insured shall immediately take all steps to prevent further loss and no amount shall be payable under this Cover Section in respect of any act committed after such knowledge shall have come to the Insured or his said representative. Within two months after such notice the Insured at the Insured's own expense shall deliver to the Company full details of his claim and shall furnish proof of the identity of the Employee concerned and of the correctness of such claim. The Company shall not be liable to pay more than one claim in respect of any one Employee.
2. **BOOK KEEPING**
In the event of claim all books of accounts of the Insured or any Accountant's reports thereon shall be open to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to obtain by legal proceedings or otherwise the reimbursement by the Employee or by his estate of any moneys which the Company shall have paid or become liable to pay under this Cover Section .
3. **PROSECUTING EMPLOYEE TO CONVICTION**
The Insured shall if and when required by the Company (but at the expense of the Company if a conviction be obtained) take all steps to obtain the conviction of the Employee for any criminal act which the Employee shall have committed and in consequence of which a claim shall have been made under this Cover Section.

4. **CLAIM**

Any salary, commission, moneys or assets of any Employee in respect of whom a claim has been made in the hands of the Insured and any moneys which but for any act of fraud or dishonesty would have been due to the Employee from the Insured shall be deducted from the amount of the loss before a claim is made under this Cover Section. The Insured and the Company shall share any other recovery made by either on account of any loss in proportions that the amount of the loss borne by each bears to the total amount of the loss.

5. **OTHER INSURANCE**

If this Cover Section shall be continued in force for more than one Period of Indemnity or if any liability shall exist on the part of the Company under this Cover Section and also under any other Policy in respect of fraud or dishonesty of any Employee the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Specific Limit of Guarantee set against such Employee named or described in the Schedule are the amount guaranteed under any other such Policy as aforesaid whichever is the greater.

6. **CONTRIBUTION**

If the Insured shall at the date of this Cover Section or at any time during the Period of Indemnity be otherwise guaranteed or secured against loss covered by this Cover Section, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss.

SPECIFIC CLAUSES APPLICABLE TO THIS COVER SECTION

1. **AUDITORS' CHARGES CLAUSE**

Insurance on Auditors' Charges is limited to reasonable charges payable by the Insured to their auditors for producing and certifying any particulars or details contained in the Insured's book of account or other business books or documents or such other proofs, information or evidence as may be required by the Company.

2. **ACCOUNTANTS CLAUSE**

It is understood and agreed that any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall prima facie evidence of the particulars and details to which such report relates.

3. **PAYMENT ON ACCOUNT**

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if desired.

COVER

The Company, during the Period of Insurance, will:

1. pay for damage during the policy period to the glass, signboard, and signage, by accidental breakage which for the purpose of this Cover Section shall not include damage by scratches of the glass, signboard, and signage or by chemicals accidentally or maliciously applied.
2. pay for:
 - a) repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;
 - b) installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
 - c) removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation

PROVIDED THAT the indemnity is paid on First Loss basis up to the Sum Insured as stated in the Policy Schedule but not exceeding the Sum Insured shown in the Policy Schedule of this Section.

DEFINITIONS APPLICABLE TO THIS COVER SECTION

For the purpose of this section of the Policy only,

1. **Breakage** means a fracture extending through the entire thickness of the glass or in the case of laminated glass or plastic or perspex.
2. **Broken** has a corresponding meaning to **Breakage**.
3. **Glass** means internal and external Glass.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable in respect of:

1. Damage arising directly or indirectly from or in consequence
 - (a) fire or explosion ;
 - (b) any consequence of typhoon flood hurricane volcanic eruption earthquake or other convulsion of nature
2. The removal or replacement of any fittings or fixtures in order to replace the glass
3. Consequential loss or legal liability of any kind arising from the breakage of glass
4. Breakage of the Glass whilst not fixed.

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. Stained Plate Glass

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.

SPECIFIC CLAUSES APPLICABLE TO THIS COVER SECTION

1. MALICIOUS DAMAGE ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to include MALICIOUS DAMAGE. For the purpose of this extension Malicious Damage shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace).

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

2. PAYMENT ON ACCOUNT

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if desired.

SECTION 2.5 – PUBLIC LIABILITY

COVER

This Cover Section covers the Insured against:

(a) All sums which the Insured shall become legally liable to pay for compensation in respect of

1. bodily injury to any person
2. damage to property

arising from accident caused by the Insured or any person in the Insured's employ whilst actually engaged in the Insured's business specified in the Policy Schedule.

(b) In respect of a claim against the Insured for compensation to which the Indemnity expressed herein applies all costs and expenses of litigations :

1. recovered by any claimant against the Insured
2. incurred with the written consent of the Company.

The liability of the Company for all sums payable to

(a) any claimant or any number of claimants in respect of or arising out of any occurrence, or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Policy Schedule for any one Accident, and

(b) in respect of all bodily injury or damage to property sustained as a result of all accidents occurring during any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Policy Schedule for any one Period of Insurance.

DEFINITIONS APPLICABLE TO THIS COVER SECTION

For the purpose of this section of the Policy only,

1. **Vehicle** shall include any type of machine on wheels or on caterpillar tracks
2. **Vessel or craft** shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air
3. **Bodily injury** includes death illness and disease
4. **Damage** includes loss
5. **Property** shall mean material property only.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable for any liability:

1. Assumed by the Insured by agreement unless such liability would have attached notwithstanding such agreement.
2. In respect of bodily injury to any person under a contract of service or apprenticeship with the Insured where such bodily injury arises out of and in the course of the service or apprenticeship of such person by the Insured or to any member of the Insured's family ordinarily residing with the Insured.
3. In respect of damage to property :

- (a) belonging to or in the charge or custody or under the control of the Insured or of any member of the Insured's family ordinarily residing with the Insured or of any person in the service or apprenticeship of the Insured.
 - (b) being that part of any property goods land building or structure on which the Insured or any person in the service or apprenticeship of the Insured is or has been working.
4. In respect of :
- (a) damage to property caused by or through or in connection with or arising from the bursting of :
 - (i) any steam boiler or any economizer
 - (ii) any vessel machine or apparatus intended to operate under steam pressure
 - (b) bodily injury to any person or damage to any property or land or building or structure caused by vibration or by the removal or weakening of or interference with support
5. In respect of bodily injury or damage to property caused by or through or in connection with or arising from:
- (a) the ownership or possession or use by or on behalf of the Insured of any vehicle or vessel or craft or any lift or elevator or escalator or crane or hoist or other lifting machinery not specified in the Policy Schedule under the heading of THE PLANT
 - (b) the ownership or possession or use by or on behalf of the Insured of any vehicle or vessel or craft specified in the Policy Schedule under the heading of THE PLANT insofar as such liability is covered by any other insurance
 - (c) the loading and unloading of any such vehicle or vessel or craft aforesaid
 - (d) the delivery or collection of goods in connection with any such vehicle or vessel or craft aforesaid
 - (e) the ownership or tenure by the Insured of any land or building not specified in the Policy Schedule under the heading of THE PREMISES
6. In respect of bodily injury or damage to property caused by or through or in connection with or arising from
- (a) work on or to any vessel or craft
 - (b) defective sanitary installation or arrangements or poisoning of any kind
 - (c) food or drink or foreign or deleterious matter in food or drink sold or supplied or provided or afforded or distributed by or on behalf of the Insured
 - (d) any commodity or goods or products or thing or any container thereof sold or supplied or distributed or serviced or repaired or renovated or altered or treated or processed or constructed or manufactured or installed or let on hire or handled by or on behalf of the Insured
 - (e) any remedial professional or other advice or treatment given or administered or omitted or prepared by the Insured or any person acting on behalf of the Insured
 - (f) any error omission or negligence in any plan design drawing specification formula or advice or faulty material
7. In respect of bodily injury or damage to property occasioned by or through or in consequence directly or indirectly of:
- (a) fire or explosion
 - (b) pollution of any kind
 - (c) flood typhoon hurricane tornado cyclone earthquake volcanic eruption or other atmospheric disturbance or convulsion of nature

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. NOTICES

The Insured shall give notice to the Company of any :

- (a) accident
- (b) claim
- (c) impending prosecution
- (d) proceedings

2. WRITTEN NOTICES

All notices required to be given by the Insured to the Company must be in writing addressed to the Company and no alteration in the terms of this Cover Section nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.

3. LIMIT OF INDEMNITY

The Company may in the case of any accident pay to the Insured the Limit of Indemnity for any one accident (but deducting there from in such case any sum already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of payment of such limit of Indemnity or such lesser sum.

4. CHANGE IN RISK

If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven-days give notice in writing to the Company but the Company shall not be bound to accept such change and unless such change is accepted by the Company and such additional Premium as the Company may require paid by the Insured the Company shall not be liable for any liability occurring from the time of such change.

5. RIGHTS OF A COMPANY

The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent to the Company. The Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company. After any occurrence which may give rise to a claim under this Cover Section no alteration or repair shall so far as practicable be made until the written consent of the Company has been obtained.

SPECIFIC CLAUSES/ENDORSEMENTS APPLICABLE TO THIS COVER SECTION

1. FOOD AND DRINK POISONING ENDORSEMENT

It is hereby agreed and understood, notwithstanding anything within contained to the contrary, that the indemnity under this Cover Section extends to include, subject to the terms and conditions thereof, claims in respect of personal injuries due to poisoning caused by food or other goods sold or supplied by the Insured at the premises described herein, or the presence of deleterious matter in such food or goods, or to the defective condition of the containers of such food or goods.

Provided always that this Cover Section is issued on the express condition that the Company shall not be liable thereunder unless the Insured shall at all times take every possible precaution to prevent the sale of any article or articles of food or other goods which are not in good conditions, free from contamination and fit for human consumption.

For the purposes of this Extension the word "injury" wherever used in this Cover Section shall be deemed to include illness.

2. SOCIAL AND SPORTS CLUB ACTIVITIES CLAUSE

Notwithstanding anything contained herein to the contrary, this Cover Section extends to cover the legal liability of the Insured in respect of bodily injury and/or damage to property arising out of social and sports club activities.

3. FIRST AID FACILITIES CLAUSE

This Cover Section extends to cover legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker or any hospital or ambulance organisation.

Subject otherwise to the terms, exclusions and conditions of this Cover Section.

4. DEFECTIVE SANITARY INSTALLATION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that this Cover Section extends to include legal liability of the Insured for bodily injury, illness or property damage caused by, or in connection with, or arising from defective sanitary installation/arrangement on the Insured's premises.

5. USE OF PLANT AND MACHINERY AS TOOLS OF TRADE

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the indemnity expressed in this Cover Section shall extend to include liability in respect of injury or damage caused by or in connection with the use of all plants owned and/or operated by the Insured, all cranes or power-hoisting machines other than passenger lifts, all tools of trade and mechanically propelled vehicles not licenced for road use but excluding all liability for:

- (i) use of which insurance is required by virtue of any legislation relating to motor vehicles;
- (ii) which is otherwise insured in respect of the same liability

6. FIRE AND EXPLOSION CLAUSE

It is hereby agreed and declared that the Insurance under this Cover Section shall extend to include liability arising from Fire or otherwise directly caused by explosion but excluding loss/damage to boilers, economisers or other vessel, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

7. ADVERTISING AND NEON SIGNBOARDS CLAUSE

Cover Section extends to cover bodily injury to third parties and/or loss or damage to third party property which may result directly from the breaking or falling of an advertising billboards and neon signboards displayed by the Insured.

8. LOADING AND UNLOADING CLAUSE

This Cover Section is extended to indemnify the Insured in respect of loss or damage to the Property insured in connection with:-

- (a) the bringing of the load to such vehicle for loading thereon;
- (b) the taking away of the load from such vehicle after unloading therefrom provided always and it is a condition of the Policy that all reasonable precaution be taken to prevent loss or damage to the Property insured before such loading and unloading being carried out.

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

9. GUESTS EFFECT CLAUSE

It is hereby declared and agreed that this Cover Section is extended to cover the legal liability of the Insured in respect of loss, or damage to the Personal Effects of the Insured's Guests up to an amount of RM 500.00 any one accident occurring at the Premises to which this Cover Section applies.

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

10. INDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE

If any claim is made upon any Director/Executive of the Insured and the claim is such that if made upon the Insured, the Insured would be entitled to indemnity under this Cover Section, the Company will in the terms of and subject to the limitations of this Cover Section indemnify the said Director/Executive of the Insured in respect of such claim.

Provided that

- (i) such Director and/or Executive is not entitled to indemnity under any other Policy or Policies.
- (ii) the extension by this Clause shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director/Executive or where the injury arises out of and in the course of such person's employment or service with the Director/Executive.
- (iii) such Director/Executive shall as though he were the Insured observe, fulfil, and be subject to the terms, exceptions, limits and conditions of this Policy in so far as they can apply.
- (iv) the extension by this Clause shall not operate to increase the Company's liability as set forth in the Schedule under the heading of Limit of Indemnity beyond the amount for which the Company would be liable if the Cover Section were not so extended.

Subject to the terms, exclusions and conditions of this Cover Section.

SECTION 3 - EXCLUSIVE BENEFITS

SECTION 3.1 - ANTI-THEFT SYSTEM REPLACEMENT

The Company will reimburse the actual cost incurred or up to the maximum limit stipulated in the Schedule of Benefit for the replacement of burglar alarm(s), CCTV(s) (Closed-Circuit Television) or CMS (Central Monitoring System) damaged by thieves/burglars from burglary attempt threat.

This benefit is only claimable once (1) during the Period of Insurance.

SECTION 3.2 - PERSONAL EFFECTS

The Company will reimburse up to the maximum limit stipulated in the Schedule of Benefit in respect of loss or damage of personal effects the insured or his employee present at the business premises arising from theft or any attempt threats including armed robbery and/hold-up.

This benefit is only claimable once (1) during the Period of Insurance.

SECTION 4.1 - FIRE CONSEQUENTIAL LOSS

THIS POLICY is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and TUNE INSURANCE MALAYSIA BERHAD (hereinafter called the Company). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claims(s), change of terms or termination of the Insured's contract of insurance.

THIS POLICY reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

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

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

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

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

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

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

CONDITIONS

1. DUTY OF DISCLOSURE

The Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's 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 the Insured's contract of insurance, refusal or reduction of the Insured's claims(s), change of terms or termination of the Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after the insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

2. PREMIUM PAYMENT

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

3. OTHER INSURANCE

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

4. DISPLACEMENT

Immediately upon any fall or displacement

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

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

PROVIDED THAT

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

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

5. EXCLUDED INTERRUPTION LOSS

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

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

6. EXCLUDED COVER

This insurance does not cover:

Loss occasioned by or happening through or in consequence of:

- (a) The burning of property by order of any Public Authority,
- (b) Subterranean Fire,
- (c) Explosion except as stated on the Policy,
- (d) The burning, whether accidental or otherwise, of forests, bush lallang prairie, pampas or jungle and the clearing of lands by fire,
- (e) Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

7. EXCLUDED COVER

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

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance,
- (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (e) Any act of terrorism

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

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

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

8. CHANGE IN RISK

The insurance by this Policy shall cease if:

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

9. INCREASE IN RISK

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

10. CANCELLATION

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

11. CLAIM PROCEDURE

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

12. FRAUD

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

13. CONTRIBUTION

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

14. SUBROGATION

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

15. ARBITRATION

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

16. REINSTATEMENT OF SUM INSURED

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

17. TIME LIMITATION

In no case whatever shall the Company be liable in respect of any claim under this Policy after the expiration of

- (a) one year from the end of the Indemnity Period, or if later,
- (b) three months from the date on which payment shall have been made or liability admitted by the insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or arbitration.

18. MEANING

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

19. NOTICE

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

SECTION 4.2 - MOBILE EQUIPMENT

COVER

The Company, during the Period of Insurance, will:

1. Indemnify the Insured against Loss of or Damage to the equipment specified in the Policy Schedule and its accessories and spare parts whilst thereon 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 housebreaking or theft.
2. As its own option the company 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:

1. The maximum liability of the Company shall not in any case exceed the Sum Insured stated in the Policy Schedule of this Section less any excess applicable.
2. The Company shall not be liable for any loss or damage sustained whilst the mobile equipment is being:
 - (a) driven by any person other than an Authorised Driver/Operator
 - (b) used otherwise than in accordance with the Limitations as to Use stated in the Policy Schedule
 - (c) used on board any waterborne vessels
3. **Limitation as to use:-**
Use in connection with the Insured's business, 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 unless such towed vehicle is not towed for reward

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable for:

1. Loss or Damage due to:
 - (a) electrical and mechanical breakdown failure, breakage or derangement overloading or strain freezing of coolant or other fluid, defective lubrication of lack of oil or coolant;
 - (b) any faults or defects existing at the time of commencement of this Cover Section within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not.
 - (c) 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;
 - (d) continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);
 - (e) the wilful act or wilful negligence of the Insured or his representatives;
 - (f) landslide, landslip, subsidence or sinking of the soil/earth, earthquake, volcanic eruption, subterranean fire, flood, typhoon, hurricane or other convulsion of nature.
2. Any Loss of Damage sustained:
 - (a) Outside the Territorial Limits stated in the Policy Schedule.
 - (b) Whilst in transit (including the process of loading and unloading).
 - (c) Whilst the equipment is operated by any person other than an Authorized Operator.
 - (d) Whilst the equipment is used otherwise than in accordance with the Limitations as to use as stated in the Policy Schedule.
 - (e) Whilst the equipment is operated by an Authorized Operator who is under the influence of intoxicating liquor or drugs.
3. Loss of or Damage to:
 - (a) vehicles designed and licensed for general road use as defined in the Road Transport Act 1987 for the time being in force;
 - (b) waterborne vessels or craft;
 - (c) plant and/or machinery working underground unless otherwise agreed by Endorsement;
 - (d) tyres unless the Vehicle is also damaged at the same time
 - (e) the canopy unless by or resulting from the overturning of the Vehicle.

4. Loss or damage to electrical wiring, installation devices, appliances, apparatus or machines caused or occasioned by or arising from over-running, excess pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included).
5. Loss or Damage:
 - (a) 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;
 - (b) for which the supplier or manufacturer is responsible either by law or under contract;
 - (c) discovered only at the time of taking an inventory or during routine servicing;
6. Consequential Loss or liability of any kind or description;
7. Loss or damage caused by delay, seizure, confiscation or detention by Customs or other Authorities.

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. **Average**
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 Cover Section shall be separately subject to this condition.
2. **Reasonable Precautions**
The Insured shall take all reasonable steps to safeguard the vehicle in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident which may give rise to a claim under this Cover Section the vehicle shall not be left unattended without proper precautions being taken to prevent further loss and if the vehicle shall not be left unattended without proper precautions being taken to prevent further loss and
if the vehicle is operated before repairs are effected any extension of the damage or any further damage to the Vehicle shall be excluded from the scope of the indemnity granted by this Cover Section .

SPECIFIC CLAUSES APPLICABLE TO THIS COVER SECTION

1. **EXCESS CLAUSE**
It is hereby declared and agreed that the Company shall not be liable for the first RM (as per amount in policy schedule) in respect of each and every claim payable under the Policy.
2. **MARKET VALUE CLAUSE**
It is hereby understood and agreed that in the event of a loss to the property insured herein the liability of the Company shall be the insured value or the market value of the insured's property, whichever is the lower, subject to the deduction of any excess and amounts which the insured is required to bear under the policy.

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

The market value of the insured property shall for the purpose of this clause be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the lost of replacement or reinstatement, subject to the application of appropriate depreciation of the insured property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the insured property, the valuation shall obtained from a loss adjuster licensed under the insurance act 1963 or registered valuer under the valuers and appraisers act,1981 and to be mutually appointed by both parties.

The valuation of the insured property by the manufacturer, authorised sole agent or agent, authorised broker, authorised broker, authorised distributor, building contractor, loss adjuster, licensed under the insurance act,1963 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.

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

SECTION 4.3 - EMPLOYEE BENEFIT – GROUP PERSONAL ACCIDENT

COVER

The Company will pay to the Insured the sum or sums of money specified in the Policy Schedule if during the Period of Insurance the Insured Person sustain Bodily Injury as defined hereinafter which the injury shall solely and independently of any other cause result in the Insured Person's death or disablement as hereinafter defined or necessitate medical and surgical treatment as hereinafter defined. Subject to the terms, exclusions, conditions of and endorsed on this policy.

The policy coverage is 24 hours and in Malaysia only.

The circumstances covered under this section are as follows:

A. Accidental Death And Permanent Disablement

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

B. Accidental Medical Expenses

- (a) If the Insured Person suffers Bodily Injury and incurs medical and surgical expenses within twelve (12) consecutive months from the date of the Accident, the Company will reimburse the expenses incurred per Accident up to the maximum amount stated in the Policy Schedule.
- (b) The medical and surgical expenses shall be paid by the Insured Person to a dentist, Physician or Hospital for treatment of Bodily Injury but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

DEFINITIONS APPLICABLE TO THIS COVER SECTION

For the purposes of this section of the Policy only,

1. **Accident/Accidental** means a sudden, unintentional, unexpected, unusual and specific events that occurs at an identifiable time and place which shall independently of any other cause be the sole cause of Injury resulting in Death or Disablement.
2. **Activities of Daily Living** means
 - (a) Transfer
Getting in and out of a chair without requiring physical assistance.
 - (b) Mobility
The ability to move from room to room without requiring any physical assistance.
 - (c) Continence
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.

- (d) **Dressing**
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
 - (e) **Bathing/Washing**
The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
 - (f) **Eating**
All efforts to eat food after it is prepared.
3. **Benefit(s)** means the respective benefits under this policy, more particularly described in the Schedule of Benefits.
 4. **Covered Injury** means Injury due to an Accident occurring during the Policy Period.
 5. **Competent Age** refers to the age eligibility of the Insured Person to qualify for cover under this Policy, and ranges from 18 (Eighteen) years old to 65 (sixty-five) years old.
 6. **Congenital Conditions** means any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth whether known or unknown to the Insured Person. These conditions include all types of hernias, and epilepsy except when caused by a trauma, which occurs after the inception date of cover.
 7. **Common Carrier** means any bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers and any fixed wing aircraft provided and operated by an airline or an air charter Company which is duly licensed for the regular transportation of far paying passengers and nay helicopter provided and operated by an airline which is duly licensed for the regular transportation of far paying passengers and operating only between established commercial airports or licensed commercial heliports and any regularly scheduled airport limousine operating on fixed routes and schedules.
 8. **Confinement** means admission to a Hospital for a minimum period of six (6) hours upon the recommendation of a Physician or Surgeon. Confinement shall be evidenced by a daily room/room & board charge by the Hospital and under no circumstances shall the Company pay for more than one Hospital Income Benefit and Board for each day of Confinement.
 9. **Date of Loss/Accident** means the date when the Accident or Disability occurs.
 10. **Disability** means a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.
 11. **Effective Date** means the date from which the insurance coverage under this policy becomes effective. The Effective Date of this policy is as stated in the Policy Schedule. The Effective Date of the Certificate of Insurance (if applicable) will be that stated in the respective Certificates of Insurance.
 12. **Hospital** means only an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:
 - (i) has facilities for diagnosis and major surgery,
 - (ii) provides 24-hours a day nursing services by registered and graduate nurses,
 - (iii) is under the supervision of a Physician and is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
 13. **Injury** means bodily injury caused solely by Accident.
 14. **Insured Person** means the person declared in the application. The person must:
 - (i) Be aged between 18 (eighteen) and 65 (sixty-five) years old
 - (ii) Be a Malaysian or hold a legal working permit to work in Malaysia
 - (iii) Have an occupation classified as either class 1, 2 or 3 and not under the Hazardous Occupations such as Helicopter or Charter Pilot, Jockey, Horse Racer or Trainer, Explosive Handlers/Maker, Fireman, Police, Air Force, Military Army, Offshore Oil and Gas or petroleum Worker, Underground workers, Fisherman, Firefighter, Professional Divers, Professional Racing Driver, Professional Entertainers, Miners, Armed Forces, Professional Sport Team, Port Labourers, Quarry workers, Circus Performers, Any occupation dealing with explosives, working onboard sea vessel on aircraft such as air crew, ship crew, shipyard worker, watercraft.
 15. **Loss of Fingers Or Toes** means the complete severance of the finger or toe through or above the metacarpophalangeal joint or metatarsophalangeal joint.
 16. **Loss of Hearing** means permanent irrecoverable loss of hearing where: If a dB = Hearing loss at 500 Hertz If b dB = Hearing loss at 1000 Hertz If c dB = Hearing loss at 2000 Hertz If d dB = Hearing loss at 4000 Hertz $1/6$ of $(a+2b+2c+d)$ is more than 80Db

17. **Loss of Limb** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
18. **Loss of Sight** means the total, absolute and irrecoverable loss of sight.
19. **Loss of Speech** means the disability in articulating any three of the four sounds which contribute to the speech (i.e. the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds) or total loss of vocal cord or damage of the speech center in the brain resulting in the inability to speak.
20. **Loss of Use** means permanent limitation in function in relation to the limb or organ following an Injury.
21. **Policy Period** means the period for which premium has been paid and where insurance cover is effective. It is the period between the policy inception date (or date of its last reinstatement pursuant to the provisions of this policy, whichever is later) and the expiry date as stated in the Policy Schedule.
22. **Permanent** means lasting a full period of twelve (12) calendar months from the Date of Loss and at the end of such period being beyond any hope of recovery or improvement.
23. **Physician or Surgeon** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding doctor, physician or surgeon who is the Insured Person himself.
24. **Pre-Existing Condition** means disabilities that existed before the Effective Date of this Policy and for which the Insured Person is receiving treatment or has shown manifestations/symptoms irrespective of whether the Insured Person was aware or should have reasonably been aware. Consultation with a Physician for any sign or pain or discomfort shall constitute a manifestation or symptom of a Disability.
25. **Permanent Disablement** means physical disablement as a result of Injury and commencing within three hundred and sixty-five (365) days from the Date of Loss, an Insured Person is totally, continuously and permanently disabled and prevented from performing three (3) or more Activities of Daily Living as herein defined which would normally be carried out by him/ her in his/her daily life had such disablement not occur.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

This insurance excludes anyone falling within the following events or situations. This exclusion shall not be cancelled by any endorsement, which does not refer to a specific exclusion, in whole or in part.

The Policyholder shall, if so required, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstance or cause:-

1. the Insured Person is below the age of 18 or above the age of 65;
2. members of the Armed forces, Police, Fire Department, Government enforcement agencies, Air crew, Ship crew and Security Service provider while on duty or participating in an activity related to their profession.
3. racing driver or participation in any form of racing (other than on foot), pace-making, speed or reliability trials, motorcycling as a pillion rider, stuntman, bodyguard and related activities.
4. Pre-Existing Condition; physical defect or infirmity;
5. suicide or intentional self-inflicted injuries or any attempted thereof while sane or insane;
6. during air travel (except as a fare paying passenger in any properly licensed private and/or commercial aircraft);
7. any criminal act or resistance to arrest;
8. participation in any illegal activities or violation of a law which carries any penalty of imprisonment;
9. treatment of alcoholism or drug abuse or any other complications arising therefrom or any drug Accident;
10. pregnancy, miscarriage or childbirth or any treatment relating to birth control or treatment pertaining to infertility or any other complication arising therefrom;
11. mosquito-borne sickness, disease, medical disorders or any other complication arising therefrom;
12. psychosis, mental or nervous disorders or sleep disturbance disorders;
13. cosmetic or plastic surgery or any elective surgery unless necessitated by injury caused by an Accident;

14. any form of dental care or surgery unless necessitated by injury caused by an accident to sound and natural teeth;
15. any congenital defect;
16. routine health checks, any investigation(s) not directly related to admission diagnosis, illness or injury or any treatment;
17. investigation which is not medically necessary or convalescence, custodial or rest care;
18. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immune Deficiency Virus (HIV) (for the purpose of this Policy, the definition of AIDS shall be that used by the World Health Organization in 1987, or any subsequent revision by the World Health Organization of that definition; infection shall be deemed to have occurred where blood or other relevant test(s) indicate in the opinion of the Company either the presence of any Human Immune Deficiency Virus or Antibodies to such a Virus);
19. engaging, practicing or participating in a sport in a professional capacity or when an Insured Person would or could earn income or remuneration from engaging in such sport;
20. rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping, parachuting or any kind of race other than on foot, winter sports other than skating.
21. death or injury directly or indirectly occasioned by war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law, or state of siege, of any of the events or causes which determine the proclamation or maintenance of martial law, or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority;
22. paying under this section of the policy would violate a government prohibition or regulation;
23. the Insured Person or any beneficiary under the policy is a citizen or instrumentality of the government of, any country/countries against which any laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company from providing insurance coverage or transacting business with or otherwise offering economic benefits to the Insured Person or any other beneficiary under the policy.
It is further understood and agreed that no benefits or payments will be made to any beneficiary/beneficiaries who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the Company, its parent Company or its ultimate holding entity.

SPECIAL CONDITIONS APPLICABLE TO THIS COVER SECTION

1. **Limit Per Conveyance**
Unless otherwise stated in the Policy Schedule, the policy conveyance limit shall be limited to a maximum of RM2,000,000. If aggregate exceeds the said amount, the Company will pay the claims to the Insured on a proportionate basis.
2. **Termination Of Coverage**
The insurance coverage afforded for each Insured Person shall terminate automatically on the earliest of the following dates:
 - (a) When the Insured Person reaches 66 years of age; or
 - (b) On the date when the Insured Person relationship to the Policyholder terminates; or
 - (c) Immediately after admission of 100% liability for an admitted claim by the Company; or
 - (d) In the event of any fraud in the procurement of this insurance or in deriving any benefits hereunder.
3. **Medical Examination**
The Company at its own expense shall have the right to require additional proof and request medical examination of the Insured Person when and as often as it may reasonably require during the period when the claim is pending and to conduct an autopsy in case of death provided it is not forbidden by law.
4. **Age Limit**
Entry age of the Insured Person shall be from the age of 18 (eighteen) to 65 (sixty-five) years.
5. **Mis-Statement of Age**
All ages referred to in this policy shall be the age of the Insured Person at his last birthday. Where the age of the Insured Person has been misstated and it is found that at the correct age the Insured Person is not insurable under this policy pursuant to the Company's underwriting rules, the policy shall be void.

6. Exposure and Disappearance

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

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

7. Motorcycling

If the Insured Person suffers death or bodily injury as a result of motorcycling as rider, such incidental death or bodily injury shall be covered under this policy unless the Insured Person does not have a valid driving license, subject to other applicable terms, provisions, exclusions and conditions of and endorsed on this Policy.

8. Rights of Ownership

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

9. Change in Country Of Residence

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

10. To Whom Indemnity is Payable

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

11. Change in Risk

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

12. Automatic Additions / Deletions Clause

It is hereby declared and agreed that any additional employees will be automatically covered by this policy from the first day of employment at no additional premium. No refund will be accorded for any employees who have left the employment. The insured undertake to advise the Company of such addition/deletion within the first week of the following month. However, in the event the Insured overlooked to advise the Company of such addition/deletion within the timeline, the company shall proceed with the cover based on the employment letter furnish by the Insured.

Applicable to Flexi Plan, additional or refund under premium will be calculated on a pro-rata basis. No refund is allowed if the person leaving the Insured had made a claim under the Policy. Provided the endorsement is subject to a minimum 5 covered employees in a policy.

13. Claim Notification Clause

If any Accident, Injury, Loss or liability happens which may give rise to a claim, the Insured must:

- (a) 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 fourteen (14) days of the occurrence, in the case of Injury.
- (b) 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.
- (c) 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.

The Company is entitled to request:

- (a) an examination by a medical referee appointed by the Company for a non-fatal injury.
- (b) a post-mortem examination in the event of death

SPECIFIC CLAUSES APPLICABLE TO THIS COVER SECTION

1. **Strike Riot and Civil Commotion**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional premium this Policy extends to cover Death or Disablement as within defined directly or indirectly caused by Strike, Riot or Civil Commotion except in so far as the Insured himself is actively participating when this extension becomes null and void.

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

2. **Sports Activities (Amateur) Clause**

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, the benefits provided by this insurance are payable in the event of death or permanent disablement arising whilst the life assured is engaged in indoor or outdoor sports as an amateur organised by the Insured Sports Club.

3. **Aids and Hepatitis Non A -LSW584**

It is hereby declared and agreed that the company shall not be liable for any claim arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named HTLVIII or LAV or the mutants, derivatives or variations thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named LSW584(11/93).

4. **Death by Accidental Drowning**

It is hereby declared and agreed that this Policy is extended to cover death and/or bodily injury sustained by the life assured due to accidental drowning.

5. **Snake/Insect Bite Except Dengue and Malaria**

It is hereby declared and agreed that this Policy is extended to cover death, permanent disablement or bodily injury to the insured life arising from harmful insect, snake and animal bites excluding Death or Permanent Disablement or Bodily injury arising from disease or illness caused by Parasite, Bacteria or viruses carried by insects such as Mosquitoes and snake or animal.

6. **Intoxication and Food Poisoning Clause**

It is hereby declared and agreed that the within Policy is extended to cover bodily injury sustained by the assured due to toxic condition which occurs suddenly in the event of inhaling, absorbing or taking accidentally and all at one time (excluding toxic conditions which occurs as a result of continuous inhaling, absorbing or taking) of poisonous gas or material outside the body including food poisoning of bacterial nature.

7. **Food & Drinks Poisoning Clause**

It is hereby declared and agreed that this policy is extended to cover Accidental Death as a result of Accidental Food and Drink poisoning excluding any claim incurred arising out of or in connection with any of the Life Insured's own willful or intentional act or act of suicide.

8. **Unprovoked Murder and Assault Clause**

It is hereby declared and agreed that this policy is extended to cover the risk of murder, assault or any attempt threat but in no event shall this extension be operative if it is provoked by the Insured.

9. **Suffocation Through Smoke, Fumes and Poisonous Gas Clause**

It is hereby agreed and declared that the policy is extended to cover Death or Permanent Disablement to the Insured life arising from Accidental Suffocation through Smoke, Fumes and Poisonous Gas Inhalation.

10. **Premium Warranty**

It is a fundamental and absolute condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract shall be automatically cancelled and the insurer shall be entitled to the pro rata premium for the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

11. Service Tax Clause

Please be informed that 6% Service Tax will be charged for all taxable general insurance.

12. Sanction Limitation and Exclusion Clause

No Company shall be deemed to provide cover and no Company shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose 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 or United States of America.

13. Terrorism Exclusion Clause

It is hereby declared and agreed that for Policies with effective date commencing 31 December 2001, Acts of Terrorism is duly excluded.

Definition of "Acts of Terrorism"

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

14. Unscheduled Flight Clause

This policy is extended to include Death or Disablement as within defined in the policy whilst the Insured Person or persons is/are riding solely as a passenger and not as an operator or crew member, in boarding or alighting from a certified and licensed fixed-winged multi-engined passenger aircraft and rotoring helicopter by a properly certified pilot flying between duly established and maintained airports, private airstrip(including cleared land), helipad (ground, building and platform).

15. Rukun Tetangga

It is hereby declared and agreed that this Policy is deemed to cover death and/or disablement caused solely and directly by accidental violent external and visible means whilst the insured is performing Rukun Tetangga Duty.

16. Anti-Bribery and Corruption

You shall comply, and/or shall procure or ensure that Your directors, employees, subcontractors, agents or other third parties comply, with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by Us and have in place adequate controls and procedures to prevent corruption.

In the event of a breach by the Policyholder / Insured Person, We shall be fully entitled to terminate the Policy or Insured Person's coverage without any liability howsoever with written notice with immediate effect. The Policyholder /Insured Person shall hold Us harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this clause by the Policyholder /Insured Person, the Policyholder / Insured Person's directors, employees, subcontractors and/or agents

17. Infectious Disease / Covid-19 Exclusion

Any loss, damage, liability, expense, fines, penalties directly or indirectly caused by, in connection with, involving or arising out of any of the following – including any fear thereof, whether actual or perceived:

- Infectious diseases, virus, bacterium or other microorganism (whether asymptomatic or not); or
- Coronavirus (COVID-19) including any mutation or variation thereof; or
- A pandemic or epidemic, declared by the World Health Organization or any governmental authority.

If the Insurer alleges that, by reason of this exclusion, any amount is not covered by this Policy, the burden of proving the contrary shall rest on the Insured Person.

18. Condition For Acceptance On Insured Name Declaration (Applicable to employer and employee policy only)

No coverage is assumed to Insured /Insured's member unless and until declaration of name listing submitted & received by TPM as early as possible and not until at time of claims or otherwise agreed mutually.

19. Cyber Loss Absolute Exclusion Clause – IUA -09-081

- a) Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - (i) the use or operation of any Computer System or Computer Network;
 - (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - (iii) access to, processing, transmission, storage or use of any Data;
 - (iv) inability to access, process, transmit, store or use any Data;
 - (v) any threat of or any hoax relating to b)(i) to b)(iv) above;

- (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- f) When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

APPENDIX A

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

COVER

This section covers any person under contract of service or apprenticeship with the insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER SECTION

The Company shall not be liable in respect of:

1. The Insured's liability to employees of contractors to the Insured.
2. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
4. Any injury by accident or disease sustained outside the Territorial Limits.
5. Any liability of the Insured to pay compensation to an employee or to the legal personal representative or dependants of an employee by virtue of any Workmen's compensation law.

SPECIFIC CONDITIONS APPLICABLE TO THIS COVER SECTION

1. **Reasonable Precautions**
The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
2. **Limit of Liability**
It is hereby declared and agreed that notwithstanding anything contained in this Cover Section to the contrary the Limit of Indemnity for the Insured's liability at Common Law shall be limited to the Limit of Liability shown in the Policy Schedule of this Cover Section.

SECTION 4.5 – ALL RISKS (ACCIDENTAL DAMAGE ONLY)

COVER

This Cover Section for the cost of replacing or, at our option, repairing the insured property that suffers accidental loss or damage during the Period of Insurance for the following:

1. All plant, machinery, mechanical equipment and apparatus contained therein
2. All fixed office machines and equipment at Insured office

Provided that the Liability of the Company shall in no case exceed in respect of each item the sum stated in the Policy Schedule to the insured thereon or in the whole the Total Sum Insured.

SPECIFIC EXCLUSIONS APPLICABLE FOR THIS COVER SECTION

The Company shall not be liable for:

1. Loss or damage due to
 - (i) fire, lightning, and extraneous perils as provided for under section 1
 - (ii) theft, burglary, armed robbery and/or hold-up as provided for under section 2.1
 - (iii) mobile equipment as provided for under section 4.2
 - (iv) any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions or any other gradually operating cause,
 - (v) mechanical or electrical defect or breakdown,
 - (vi) overloading or strain,
 - (vii) rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring, renovating or dismantling.
 - (viii) deterioration of property due to change in temperature or humidity or failure or inadequate operation of an air-conditioning cooling or heating system.
2. Loss or damage arising from detention confiscation destruction or requisition by Customs House or other Officials or Authorities or by seizure or sale under any process of Law or abandonment of the Property.
3. Wear, tear and/or gradual depreciation.
4. Loss due to mysterious disappearance and/or discovered due to inventory stock checking.
5. Consequential loss of whatsoever nature.
6. Any legal liability of whatsoever nature.
7. The scratching or denting of any article or cracking and/or breakage of glass, or lenses, china, earthenware, marble, gramophone records, tape recorder, compact disc, laser disc, watches, clocks and/or other articles of brittle nature, unless caused by burglars, thieves and/or fire.
8. 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;
9. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
10. Loss of or damage to deeds, bonds, bills or exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value.

SPECIFIC CONDITIONS APPLICABLE FOR THIS COVER SECTION

1. **Average**

If the property hereby insured shall, at the time of loss or damage, be of greater value than the sum insured hereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Cover Section shall be separately subject to this Condition.

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in the Bahasa Malaysia provisions of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

This policy and its conditions should be examined and if incorrect, return at once for alteration.



IMPORTANT NOTICE

Every effort will be made by our company to fulfill our obligation under the Policy. If you are unhappy or dissatisfied with our service or have any complaints, you may call or write to us at:-

Tune Insurance Malaysia Berhad

Complaints Unit
Level 9, Wisma Tune,
No. 19, Lorong Dungun,
Damansara Heights,
50490 Kuala Lumpur.
Tel: 1800 88 5753
Fax: 603-2094 1366
Website: www.tuneprotect.com
Email: hello.my@tuneprotect.com

If you are not satisfied with the response of our decision of our Company, you may submit your complaint either to The Ombudsman for Financial Services (OFS) or to Bank Negara Malaysia (BNM).

The following are the contact details for OFS and BNM:

Ombudsman for Financial Services (OFS)

Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: 03-2272 2811
Fax: 03-2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

OR

Laman Informasi Nasihat dan Khidmat (LINK)

Pengarah
Jabatan LINK & Pejabat Wilayah
Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
Fax: 03-21741515
Email: bnmtelelink@bnm.gov.my