

MULTI BIZ PROTECTOR POLICY

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

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

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

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

SECTION I – FIRE RISK INSURANCE

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, the Company will pay or make good to the Insured the value of the Property Insured at the time of the happening of its destruction or the amount of such damage.

MISREPRESENTATION

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.

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.

FALLEN BUILDINGS

1. 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 of 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

- 2(1). This Insurance does not cover:
- (a) Loss by theft during or after the occurrence of insured peril(s).
 - (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 5(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.
- 2(2). This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 2(2) only combustion shall include any self-sustaining process of nuclear fission.
3. 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 uprising, 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.
4. 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

5. Unless otherwise expressly stated in the Policy this Insurance does not cover:
- (a) Goods held in trust or on commission.
 - (b) Bullion or unset precious stones.
 - (c) Any curiosity or work of art for an amount exceeding RM500/-.
 - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - (e) Securities, obligations or document of any kind, stamps, coins or paper money, cheques, book of account or other business books, or computer systems records.
 - (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
 - (g) Explosives.
 - (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposed 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, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

ALTERATIONS AND REMOVALS

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

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

MARINE CLAUSE

7. 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.

EXTENSIONS COVERED

8. **a) FIRE BRIGADE EXPENSES**

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 fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.
- (c) Fire Brigade charges.

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

b) LOOTING FOLLOWING FIRE (Non-Tariff)

This insurance under this Policy extends to include loss or damage by THEFT during or after the occurrence of a fire hereby insured until the site is accessible to the Insured.

PROVIDED always that the Insured shall take all reasonable precautions to safeguard the property Insured and the Company's maximum liability shall not exceed 10% of the Stock and/or Contents items or RM10,000 whichever is lower for any one occurrence and in the aggregate any one period of insurance.

No payment beyond the amount which would have been payable under the Policy if at the time of any loss or damage to the Stock and/or Contents shall be covered by any other insurance or Burglary insurance effected by or on behalf of the Insured.

c) TEMPORARY PROTECTION (Non-Tariff)

The company agrees that upon the happening of any events giving rise to a claim hereunder the company will indemnify the Insured in respect of the cost of temporary shuttering, boarding up and/or other protection reasonably necessary for the safeguarding of the premises and/or contents pending replacement provided that the total liability of the Company during any one period of insurance for such cost shall be limited to RM10,000 any one occurrence and in the aggregate.

RIGHTS OF COMPANY TO SALVAGE

9. 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

10. 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 devised are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of General Condition 2 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

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

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

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

The Market Value of the insured property shall for the purpose of this Condition be determined by a valuation obtained by the Company from the manufacturer, 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, Appraisers and Estate Agents Act 1981 shall be conclusive evidence in respect of the market value of the insured property in any legal proceedings against the Company.

AVERAGE

13. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

REINSTATEMENT OF LOSS

14. 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 and 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.

TIME LIMIT FOR COMPANY'S LIABILITY

15. 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.

SECTION I – FIRE CONSEQUENTIAL LOSS INSURANCE ^{TARIFF}

The Company agrees 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.

DISPLACEMENT

1. 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 building 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 or 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 of or in connection with any such fall or displacement.

EXCLUDED INTERRUPTION LOSS

2. 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 restriction 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
3. 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.
4. 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 ionising 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 but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation (s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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

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

CHANGE IN RISK

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

INCREASE IN RISK

- 6. 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.

CLAIM PROCEDURE

- 7. 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 done all things which may be reasonably practicable to minimise 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 of 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.

FRAUD

- 8. 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.

REINSTATEMENT OF SUM INSURED

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

TIME LIMITATION

- 10 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.

SECTION II – ALL RISKS INSURANCE

If the Property insured shall be lost or damaged by any unforeseen sudden and accidental cause whilst in the Situation, the Company will by payment or by reinstatement, replacement or repair indemnify the Insured against such loss or damage.

The maximum liability of the Company in respect of any item shall be its market value but shall not in any case exceed the Sum Insured specified against such item and that the maximum liability of the Company during the Period of Insurance shall not in any case exceed the Total Sum Insured.

EXCEPTIONS

The Company shall not be liable for:

1. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
2. Conversion by the hirer or lessee and loss or damage caused by the wilful or dishonest act of any person to whom the Property is entrusted;
3. Any legal liability incurred by the Insured whatsoever;
4. In respect of each and every claim the amount of Excess;
5. Loss by delay confiscation or detention by Custom House or by other Officials or Authorities;
6.
 - (a) consequential loss
 - (b) mechanical derangement breakdown failure or defects
 - (c) electrical burnout breakdown failure defects or self-ignition
 - (d) loss or damage caused by overloading or strain;
7. Loss or damage arising from
 - (a) atmospheric conditions (other than lightning storm or tempest) rust discolouration corrosion wear and tear gradual deterioration
 - (b) any process of cleaning or restoring or from adjustment repair of dismantling of any part of the Property or loss of or damage to any part whilst removed from its normal working position;
8. Loss of or damage to records films or tapes other than by Fire or Theft (and then only for the value as unused material);
9. The scratching or denting of any article or cracking and/or breakage of glass and/or other articles of a brittle nature, unless caused by burglars and/or fire;
10. Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

CONDITIONS

1. In the event of a claim for loss the Insured must afford such evidence as shall satisfy the Company that the Property in respect of which a claim is made has been actually lost and is not merely mislaid or missing.
2. The Company may at its own expense use all legal means in the name of the Insured for recovery of the Property lost and the Insured shall give all reasonable assistance for that purpose. The Company shall be entitled to any Property for the loss of which a claim is paid 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.

SECTION III – BURGLARY INSURANCE

The Company shall by payment or at its option by reinstatement replacement or repair indemnify the Insured against:

- a) loss of any part of the Property insured whilst within the Premises
 - i) as a result of Theft involving entry into or exit from the Premises by forcible and violent means
 - ii) following assault or violence or threat to the Insured or any employee of the Insured

- b) any damage for which the Insured shall be liable caused to the Property insured or to the Premises resulting from Theft or any attempt threat shall be limited to as per specified in the Schedule.

The maximum liability of the Company in respect of any item shall be its market value but shall not in any case exceed the Sum Insured specified and that the maximum liability of the Company shall not in any case exceed the Total Sum Insured.

EXCEPTIONS

The Company shall not be liable for:

1. Loss or damage to bullion, precious stones, gold or silver articles, watches, jewellery, any curiosity or work of art, manuscripts, plans, drawings, designs, patterns, models, moulds, securities, documents of any kind, stamps, money, cheques, records, books, tapes, films and computer systems and records.
2. Damage to glass or any decoration or lettering or alarm tapes or devices thereon.
3. Loss or damage occasioned by fire or explosion.
4. Depreciation, consequential loss, loss of market and losses discovered at stock checks.
5. Loss or damage expedited or in any way brought about by or in collusion with the Insured, the Insured's family, business staff, domestic servants or any person lawfully on the Premises.
6. Loss or damage happening whilst the Premises are left without an inhabitant actually in them if the Premises have been so left for a continuous period exceeding four consecutive days and four consecutive nights.

CONDITIONS

1. The Insured shall maintain accurate records of quantity and cost of the Property insured.

SECTION III – MONEY INSURANCE

The Company will indemnify the Insured against:

1. loss of Money by any cause whatsoever occurring in the Situation during the Period of Insurance and
2. the cost of repair or replacement of the Safe or Strongroom directly associated with any theft or attempted theft at the premises occurring during the Period of Insurance

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

EXCEPTIONS

1. any form of consequential loss
2. any loss arising from fraud or dishonesty of the Insured's employees
3. shortages due to error or omission
4. losses covered by a policy of Fidelity Guarantee insurance
5. loss from an unattended vehicle
6. 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, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers and other person so to do, commits "criminal breach of trust".

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

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

CONDITIONS

1. A proper record shall be kept in the books of the Insured of all the Money (including the names of all employees and the amount of wages salaries or other earnings paid to them). The Insured shall at all times allow the Company to inspect such books and within one month from the expiry of the Period of Insurance supply the Company with a correct

statement of all the Money in transit during the said period. A proper record shall also be kept of all Money in the Safe/s or Strongroom/s in some place other than the Safe/s or Strongroom/s.

2. The Premium in respect of transit risks are to be regulated by the amount of the Money carried during the Period of Insurance and if the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

SECTION III – FIDELITY GUARANTEE INSURANCE

The Company agrees to make good to the Employer all such direct pecuniary loss as the Employer shall sustain by an act of fraud or dishonesty committed by an Employee named in the Schedule

- (a) during the Period of Insurance stated in the Schedule and
- (b) during the uninterrupted continuance of employment of such Employee and
- (c) in connection with the Occupation and Duties of such Employee

EXCEPTIONS

1. in respect of any act of fraud or dishonesty committed by such Employee unless such act of fraud or dishonesty is discovered during the aforesaid Period of Insurance or within six (6) months after the death, dismissal or retirement of such Employee or within six (6) months after the termination of this Policy whichever 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 such Employee reduced without the sanction of the Company or if the precautions and checks for securing accuracy of accounts shall not be duly observed or if the limiting of the amount of monies received or entrusted to such Employee at any one time shall not be put in practice on the part of the Employer.
3. to pay more than one claim under this Policy in respect of each Employee.
4. for more than the Limit of Guarantee set opposite the name of the Employee in the Schedule nor in total for more than the Aggregate Limit during the whole subsistence of this insurance. If this insurance shall be continued in force for more than one (1) Period of Insurance or by more than one (1) policy the liability of the Company shall not thereby be accumulated or increased.
5. 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, dishonestly misappropriates or converts to his own use that property or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers and other person so to do, commits “criminal breach of trust”.

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

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

CONDITIONS

1. Immediately the Employer shall become aware of any circumstances giving rise or likely to give rise to a claim under this Policy the Employer or his representative shall immediately give notice thereof to the Company stating if known the whereabouts of such Employee and particulars of the acts or defaults then discovered and shall within three (3) months after such notice deliver to the Company full details of the claim and shall furnish proof of the correctness of such claim.
2. In the event of claim all books of accounts of the Employer and any accountant’s reports thereon shall be open to the inspection of the Company and the Employer shall give all information and assistance to enable the Company to use for and obtain reimbursement by such Employee or his estate of any monies which the Company shall have paid or become liable to pay under this Policy.
3. The Employer shall, if required by the Company, give information and furnish evidence to the Criminal Authorities of any act or acts insured against, committed or supposed to have been committed, by any of the Employees, in consequence of which a claim may be made under this Policy and the Employer shall, if so required by the Company, forthwith prosecute the Employee for such acts, subject to the payment by the Company of all expenses necessarily incurred by the Insured in such prosecution if conviction is obtained.
4. Any monies of such Employee in the hands of the Employer and any monies which but for any act of fraud or dishonesty would have been due to such Employee from the Employer shall be deducted from the amount otherwise payable under

this Policy.

5. If at the time of any claim arising under this Policy there be any other subsisting guarantee or security in respect of the acts or defaults of such Employee, the Company shall not be liable to pay or contribute more than its ratable proportion of such claim.

SECTION III – PLATE GLASS INSURANCE

If there shall happen any breakage of any of the Glass (including any writing or ornamentation thereon if such is specifically included in the Schedule) the Company will indemnify the Insured to the extent of the market value of the glass broken to an amount not exceeding in respect of each item the sum expressed in the Schedule to be insured thereon.

EXCEPTIONS

The indemnity granted under this Policy shall neither extend to nor cover:

1. Breakages arising out of fire, earthquake volcanic eruption war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection strike riot civil commotion military or usurped power or confiscation or destruction by order of any Government or Public Authority and in the event of a claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed by or traceable to any of the said occurrences or any consequence thereof, and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
2. Breakages arising during removal or alteration to premises.
3. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
4. Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and the replacement of the glass.
5. Cracked or imperfect glass unless specially declared as such and specifically included in the Schedule.

Provided that the word "breakage" shall not include any disfiguration or damage other than fracture extending through the entire thickness of the glass.

CONDITIONS

1. Upon the happening of any event giving rise or likely to give rise to a claim the Insured shall not cause or permit the removal of the broken glass from its position without the written consent of the Company. The Company may reinstate repair or replace the damaged property instead of paying the amount of the damage, and the Policy shall not cover any glass substituted for such broken glass unless such additional premium is paid in respect thereof as the Company.
2. In the event of breakage for which the Company is liable, the broken glass shall become the absolute property of the Company as salvage and the Insured shall use every endeavour to prevent any further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove same or do such other things as may be necessary for the preservation thereof.
3. The Insured shall take all due and proper precautions for the safety of the property insured.

SECTION III – PUBLIC LIABILITY INSURANCE

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- 1) accidental Bodily Injury to persons
- 2) accidental Damage to property

happening during the Period of Insurance within the Geographical Limits in connection with the Business. The maximum amount payable by the Company for damages in respect of one accident or all accidents of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity. The Company will in addition pay all costs and expenses incurred with its written consent.

EXCEPTIONS

The Company shall not be liable in respect of:

1. Liability assumed by agreement unless such liability would have attached in the absence of such agreement.
2. (a) Bodily injury to any person arising out of the employment of such person by the Insured under a contract of service or apprenticeship.
(b) Any claim arising under any Workmen's Compensation law.
3. Damage to:
(a) property belonging to or held in trust in the custody or control of the Insured its servants and agents.

- (b) that part of the property worked upon by the Insured or its servants agents and arising out of such work.
 - (c) any property or land due to vibration or to the removal or weakening of support.
 - (d) property caused by fire and explosion.
4. Liability caused by or arising from or in connection with:
- (a) ownership possession or control by or on behalf of the Insured of mechanically propelled vehicles locomotives aircrafts and waterborne crafts.
 - (b) passenger lifts escalators owned by the Insured or for the maintenance of which the Insured is responsible.
 - (c) ownership possession or control by or on behalf of the Insured of any vessel berthing or aircraft landing facilities.
 - (d) flood fumes and pollution of every kind.
 - (e) defective sanitary installation.
 - (f) error or omission in design specification or advice or other treatment given administered or prepared by the Insured or its servants agents.
 - (g) any actual or alleged liability whatsoever for any claim(s) in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

CONDITIONS

1. The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations imposed by any Authority and to maintain all buildings furnishings ways works machinery and plant in sound condition. The Insured shall forthwith cause any defect or danger to be made good or remedied on discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
2. In connection with claims against the Insured arising out of one accident or all accidents of a series consequent on or attributable to one source or original cause the Company may pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages) or any lesser amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Company may be responsible in respect of matters prior to the date of such payment.

SECTION III – EMPLOYERS’ LIABILITY INSURANCE

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business the Company will subject to the terms exceptions and conditions contained herein in respect of such injury of disease indemnify the Insured against liability at law for damages and claimant’s cost and expenses and will in addition pay all costs and expenses incurred with the Company’s written consent.

The Company will also in the event of the death of the Insured indemnify the Insured’s legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

EXCEPTIONS

The Company shall not be liable in respect of

- (a) the Insured’s liability to employees of contractors to the Insured
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (d) any injury by accident or disease sustained outside the Geographical Area
- (e) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any workmen’s compensation law
- (f) any actual or alleged liability whatsoever for any claim(s) in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

CONDITIONS

1. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
2. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. The premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company.

SECTION IV – GROUP PERSONAL ACCIDENT INSURANCE

If the Insured shall suffer any of the Results described in the Policy, the Company will subject to the terms exceptions and conditions contained herein pay to the Insured or in the event of his death to his nominee as executor according to the direction of the nomination and/or trustee of the trust created over such nomination in accordance with Financial Services Act 2013 (FSA) and/or the assignee, as the case may be, the compensation specified in the Schedule for such Result.

EXCEPTIONS

This Policy does not cover any Result directly or indirectly caused by or consequent upon:

1.
 - (a) The Insured engaging in Soccer Rugby Winter Sports Skin Diving and underwater activities involving the use of underwater breathing apparatus (at depth exceeding 18M) Water Skiing Hunting, Mountaineering (using ropes and guide) Speleology and any form of Professional Sports.
 - (b) The Insured engaged in aerial activities including parachuting and hand-gliding horse riding skating of any kind ice hockey, boxing, wrestling, unarmed combat any form of martial art, go karting, racing of any kind (other than on foot racing), steeple-chasing and speed trials.
 - (c) The Insured riding as a rider or pillion on any two (2) wheeled motorised vehicle,
 - (d) The Insured engaging in tree-felling sawing or the transportation of logs or sawn timber and the use of woodworking machinery.
 - (e) Driving or riding without a valid driving license
2. The Insured engaging in or taking part in Naval Air Force or Military service or operations or participating in operations planned or conducted by the Civil or Military service or operations or participating in operations planned or conducted by the Civil or Military Authorities. (Participation in Rukun Tetangga duties shall not be deemed to be participation in service or operations planned or conducted by the aforesaid Authorities).
3. The Insured flying (including entering into or descending from or mounting on an Aircraft or flying apparatus of any kind) except as a passenger in a fully licensed passenger carrying aircraft other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon.
4. Self-injury suicide or attempted suicide wilful exposure to injury provoked assault pregnancy or childbirth or any pre-existing physical defect or infirmity.
5. Any Event whilst the Insured is temporary or otherwise insane or under the influence of drug or drink or due to intemperance.
6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus Infection (HIV)
7. While participating in unlawful activities or committing or attempting to commit any unlawful act or active participation in any strike, riot or civil commotion
8. The Person-insured who is under 16 or over 65 years at the time of such occurrence.

TABLE OF COMPENSATON

ITEM NO.	RESULTS	COMPENSATION
1	Death	100%
2	(a) Loss of one hand or arm	100%
	(b) Loss of one foot or leg	100%
	(c) Loss of all sight in both eyes	100%
	(d) Total paralysis or being permanently bedridden	100%
	(e) Permanent total disablement from engaging in or attending to employment or occupation of every description	100%
3	(a) Loss of all sight in one eye	50%
	(b) Loss of hearing in one ear	15%
	(c) Loss of hearing in both ears	75%
	(d) Loss of speech	20%
	(e) Loss of thumb - both phalanges	20%
	- one phalanx	10%

Total Sum Insured stated in the Schedule

(f)	Loss of Index finger	- all phalanges	10%
		- two phalanges	8%
		- one phalanx	5%
(g)	Loss of any other finger (each)	- all phalanges	8%
		- two phalanges	5%
		- one phalanx	3%
(h)	Loss of metacarpals	- each	3%
(i)	Loss of great toe	- all phalanges	5%
		- one phalanx	2%
(j)	Loss of other toe (each)	- all phalanges	3%

PROVIDED ALWAYS THAT:

- (i) Compensation shall not be payable under Items 1, 2 or 3 unless the death or loss occurs within twelve calendar months of the date of the Event.
- (ii) Compensation shall not be payable under more than one Item in respect of the same accident, injury or disablement.
- (iii) The Company shall not be liable to make any further payment under this Policy after a claim under Items 1, 2 or 3 has been admitted and become payable.
- (iv) The maximum liability of the Company shall not exceed 100% Capital Sum Insured for the Period of Insurance.
- (v) Loss means in the case of limbs and digits loss by physical severance or permanent total loss of use. In the case of sight speech and hearing the permanent complete total irrecoverable irreparable incurable loss of the faculty.

CONDITIONS

1. Upon the happening of any accident likely to give rise to a claim under this Policy the Insured shall within 14 days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Insured (or the nominee, trustee or assignee, as the case may be, as stated in the Policy) shall at his own expense furnish to the Company all such certificates information and evidence as may be required by the Company and the Insured shall whenever required submit to medical examination on behalf of the Company. In the event of the death of the Insured the Company shall be entitled to have a post mortem examination at its own expense.

2. The Company shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy and the receipt of the Insured (or the nominee, trustee or assignee, as the case may be, as stated in the Policy) alone shall be an effectual discharge.
3. No compensation shall be payable under this Policy until the total amount of such compensation shall have been ascertained and agreed.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS
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1. 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.
2. 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.
3. Every notice and other communication to the Company required by these Conditions must be written or printed.
4. This Policy and the Schedule shall be read together as one Contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
5. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf to obtain any benefit under this Policy all benefit hereunder shall be forfeited.

6. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the Property insured whether effected by the Insured or not then the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage and upon the happening of any such loss or damage the Insured shall forthwith give notice to the Company of all other insurances effected by the Insured or on the Insured's behalf covering the property insured under this Policy and no claim under this Policy shall be payable by the Company until such notice shall have been received by the Company.
 7. If the Property insured by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
 8. 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.
 9. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.
 10. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within fifteen (15) days after the loss or damage 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 property, loss or damaged, 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
 - (c) 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 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.
11. The Company shall neither be bound to send any notice of a Renewal Premium becoming due, nor to renew this Policy.

ENDORSEMENTS, CLAUSES AND WARRANTIES APPLICABLE TO ALL SECTIONS
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PROPERTY DAMAGE CLARIFICATION CLAUSE

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

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

Consequently the following are excluded from this Policy:

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

RADIOACTIVE / NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

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

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

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA3100

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

sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

PREMIUM WARRANTY

It is fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this Policy.

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

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

GOODS AND SERVICES TAX (GST) CLAUSE

The amount of premium payable by the Insured for this Policy includes an amount on account of the GST on the premium.

When the Company pays a claim, the Insured's GST status will determine the amount the Company pays.

When the Insured is:

- (a) non-GST registered person, the Company will pay in full (including 6% GST) up to sum insured/limit of liability or the other limits of insurance cover.
- (b) GST registered person, the Company will pay (excluding 6% GST) up to sum insured/limit of liability or the other limits of insurance cover. The Insured is to claim its Input Tax Credit entitlement from the Royal Malaysian Customs Department directly.

The Insured must advise the Company of the correct entitlement to an Input Tax Credit on the Insured Premium and the correct entitlement to an Input Tax Credit on each item of the property to be insured.

Definitions

For the purposes of this Clause, the following definitions shall apply:

"GST" means goods and services tax and has the meaning assigned to it in the Goods and Services Tax Act 2014 ("GST Act").

"Registered person" means a person who is registered under Part IV of the GST Act and a 'non registered person' shall mean a person who is not registered under the GST Act.

"Input Tax" means the GST incurred on any purchase or acquisition of goods and services by a taxable person for the purpose of making a taxable supply in the course or furtherance of business.

"Input Tax Credit" means the input tax claimable by a registered person.

TERRORISM EXCLUSION

1. 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.

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

2. Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection riot civil commotion military or usurped power and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

ENDORSEMENTS, CLAUSES AND WARRANTIES APPLICABLE TO EACH RESPECTIVE SECTIONS
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SECTION I – FIRE RISK INSURANCE

PERILS (applicable only if specified in the schedule)

P001 AIRCRAFT DAMAGE

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

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

SPECIAL CONDITIONS

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

P002 EARTHQUAKE AND VOLCANIC ERUPTION

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No 3 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.

P003 STORM, TEMPEST

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No 3 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

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

Excess Clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its 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 an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
2. This endorsement does not extend the insurance under this Policy to cover:
 - (a) Consequential loss of any kind.
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
 - (d) Loss or damage caused by explosion except as provided in Condition 5(h) of the Policy.
 - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this endorsement does not cover:
 - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

- (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

P004 FLOOD

In consideration of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No 3 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special Conditions attached hereto.

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

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

Excess Clause

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

- (a) 1% of 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 5(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.

P05C EXPLOSION - NON-INDUSTRIAL WITHOUT BOILERS

P05D EXPLOSION - NON-INDUSTRIAL WITH BOILERS

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

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

Provided always that all the conditions of the Policy (except in so far as Condition No 5(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 committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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

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

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 his family, or any person in and upon the Insured's service, provided that the first RM50.00 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.

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 Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, animals including any road vehicles, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured, as ascertained after the application of any condition of average.

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

P07A BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDING > 5 STOREYS)

P07B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (OTHERS)

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

- (a) loss or damage caused whilst the premises are untenanted.
- (b) loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) the first RM1,000** of each and every 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 premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and the Company shall not be liable for any loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

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.

P08B ELECTRICAL INSTALLATION CLAUSE (B)

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

P10A SUBSIDENCE AND LANDSLIP - 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 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, foot-paths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- (b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Buildings are damaged by the same cause and at the same time.
- (c) loss or damage occasioned by happening through, or in consequence of:
 - coastal or river erosion.
 - demolition, structural alteration or structural repair.
 - defective design or inadequate construction of foundations.
- (d) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

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

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

P10B SUBSIDENCE AND LANDSLIP - 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.

P12B RIOT STRIKE MALICIOUS DAMAGE (OTHER THAN RESIDENTIAL PROPERTIES)

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

Loss of or damage to property insured directly caused by:

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

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance 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:

Condition 5

This insurance does not cover:

- a) Loss of earnings, loss by delay, loss or 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 this purpose an act of terrorism means an act, including but not limited to the used 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 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) 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) Explosive

Condition 11

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of 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 Condition 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 Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the Insured as ascertained after the application of any condition of average.

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

P015 SEWER BACKUP COVER (Non-Tariff)

In consideration of an additional premium, this Policy is extended to covers physical loss or damage to the property if the loss is caused by a discharge of water or waterborne material from a sewer, drain or sump. For a loss to be covered, the sewer, drain or sump must be located on the Situation of Risk listed in the Policy Schedule.

This insurance does not cover:

- a) Flood Sewer backups caused by flood, tsunami, waves. Sewer backups caused by floods are covered by flood insurance.
- b) Sewer backup caused by Insured's failure to perform routine maintenance or repair.
- c) Damage caused by the failure of a sump pump if the pump fails due to a power outage.
- d) The costs of repairing the sewer, drain, sump or sump pump itself
- e) the first RM1,000** of each and every 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

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.

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 therein.

SIGNBOARD/NEON SIGN DAMAGE DUE TO FIRE AND WINDSTORM

This Policy is extended to cover loss or damage to Signboard/Neon Sign owned or maintained by the Insured in the premises directly caused by fire and windstorm up to a limit of RM1,000 any one occurrence and in the aggregate for the Period of insurance.

STORAGE OF HAZARDOUS GOODS WARRANTY A

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

- | | | |
|------|--|--|
| i) | All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not more than 93 C (200F) | 3600 Litres (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 such as silane, sulphur, etc. and active materials such as magnesium, sodium, etc. | 30kg or 4 cases or cartons whichever is higher |

SECTION I – FIRE CONSEQUENTIAL LOSS INSURANCE

ADDITIONAL PERILS ENDORSEMENT

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

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

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

GROSS PROFIT DIFFERENCE BASIS WORDING

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

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

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

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

DEFINITIONS

GROSS PROFIT	The amount by which the sum of the Turnover, Closing Stock and Work-in-Progress shall exceed the sum of the Opening Stock, Work-in-Progress and the Specified Working Expenses. N.B. 1 The amount of the Opening and Closing Stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation. N.B. 2 The words and expressions used in this Definition shall have the meaning usually attached to them in the books and accounts of the Insured unless otherwise defined in this specification.
SPECIFIED WORKING EXPENSES	As specified in the Schedule

TURNOVER	The money (less discount allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the business at the premises.	
INDEMNITY PERIOD	The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.	
MAXIMUM INDEMNITY PERIOD	As specified in the Schedule	
RATE OF GROSS PROFIT	The rate of Gross Profit earned on the turnover during the Financial year immediately before the date of damage) to which such adjustment shall be made as may be necessary to provide for the trend of the business) and for variations in or special circumstances) affecting the business either before or
ANNUAL TURNOVER	The Turnover during the twelve months immediately before the date of the damage) after the damage or which would have affected the) business had the damage not occurred so that the) figures thus adjusted shall represent
STANDARD TURNOVER	The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period) as nearly as may be reasonably practicable the results) which but for the) damage would have been obtained during the relative) period after the damage.

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

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

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

PAYMENT ON ACCOUNT CLAUSE

Payment on account will be made to the Insured if desired provided that it is established that the loss is indemnifiable under this Policy.

RIOT, STRIKE & MALICIOUS DAMAGE ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the term Damage as defined in this Policy shall extend to include (subject always to the Special Conditions hereinafter contained):

- A. Riot and Strike damage 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 7 of the Special Conditions hereof.
 - (2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
 - (3) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
 - (4) The action of any lawfully constituted Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

- B. Malicious Damage 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 Condition 7 of the Special Conditions hereof.

SPECIAL CONDITIONS

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

Condition 6

This insurance does not cover:

- a. Loss resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or damage to the Premises or the property therein of the Insured caused by the perils insured against under this Policy.
- b. Loss occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.
- c. Loss occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- d. Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- e. Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 6(e) only, combustion shall include any self-sustaining process or nuclear fission.

Provided nevertheless that the Company is not relieved under (b) or (c) above of any liability to the Insured in respect of loss following physical damage to the Premises or the property therein of the Insured occurring before dispossession or during temporary dispossession.

Condition 7

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 popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c. Any act of terrorism

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 10

This insurance may at any time be terminated by the Company on notice to the effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it.

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

1. The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by the Policy.
2. 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.
3. 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.

SECTION II - ALL RISKS

DEFINITION OF MARKET VALUE

The market value of an item shall be the prevailing price for an item of the same or similar nature, age and condition after deduction for depreciation and wear and tear.

FULL THEFT ENDORSEMENT – LIMIT OF RM50,000 OR THE SUM INSURED OF SECTION II WHICHEVER IS LOWER

This Policy shall extend to include theft not accompanied by actual violent and forcible entry to / exit from the Insured's premises. Loss, if any, must be reported within forty-eight (48) hours of discovery.

Special Exclusion

The Company however shall not be liable for:

- a) Any loss due to inventory shortages unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereat.
- b) Any loss due to theft by own employees.
- c) Any loss due to systematic pilferage over a period of time

INTERNAL REMOVAL CLAUSE

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.

REMOVAL OF DEBRIS

On costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing and shoring up or propping of the portions of the property insured by this Policy destroyed or damaged by any peril hereby insured against.

SPARE PARTS CLAUSE

In the event of loss or damage to the Property or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Property is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- a)
 - i) the price quoted in the latest catalogue or price list by the Manufacturer or his Agents for the Country in which the Property is held for repair or
 - ii) if no such catalogue or price list exists the price last obtaining at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Property is held for repair and the amount of the relative import duty.
- less reasonable amount representing depreciation and
- b) the reasonable cost of fitting such part

TEMPORARY REMOVAL CLAUSE

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

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which 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 Vehicle and Motor Chassis
- (b) Property (other than machinery and plant) held by the Insured in trust.

SECTION III - BURGLARY INSURANCE

ARMED ROBBERY & HOLD-UP ENDORSEMENT

This Policy is extended to cover the risk of armed robbery and/or hold-up within the premises described herein. It is noted that the words "Armed robbery and/or hold-up" shall mean taking of insured property:

- 1) by violence inflicted upon a custodian and/or
- 2) by putting him in fear of violence and/or
- 3) from the custodian who has been rendered unconscious.

BOOK-KEEPING CLAUSE

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

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

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

BURGLAR ALARM WARRANTY (applicable only if specified in the schedule)

The Insured hereby warranted that the premises containing the property insured be protected by a burglar alarm and that during the currency of this Policy such system be kept and maintained in good working order.

No liability shall be attached to the Company under this Policy unless the terms of this warranty are complied with.

CONTRACT PRICE CLAUSE

In respect only of goods sold but not delivered and for which the Insured is responsible, the liability of the Company under this Policy shall be based on the Contract Price as stipulated under the Condition of Sale of the Sale Contract. For the purpose of average, the value of all goods to which this Clause applies shall be ascertained on the same basis.

DAMAGE TO LOCKED SAFE OR STRONGROOM CLAUSE

This Policy is extended to cover damage to locked safe or strongroom directly associated with any theft or attempted theft at the premises. The amount of indemnity under this clause is limited to as specified in the Policy Schedule in respect of each and every loss / any one event.

DAMAGE TO PREMISES CLAUSE

This Policy will indemnify the Insured for damage to premises as a result of the burglary or any attempt threat up to an amount as specified in the Policy Schedule in respect of each and every loss / any one event.

DEFINITION OF THE PREMISES

The Premises shall exclude any garden yard or open space and any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.

EMPLOYEES' EFFECTS ENDORSEMENT

The policy extends to include legal liability of the Insured in respect of clothings and/or personal effects (excluding jewellery) of employees and the amount of indemnity shall not exceed RM250 in respect of any one claim.

FIRST LOSS CLAUSE (WITHOUT AVERAGE)

This Policy is issued as a First Loss insurance on the property as described in the Schedule of this Policy.

LOSS DURING/AFTER FIRE OCCURRENCE CLAUSE

This insurance covers loss by theft during or after occurrence of fire.

MISDESCRIPTION CLAUSE

This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the date of the inception of the increased in risks.

SECTION III - MONEY INSURANCE

ARMED ROBBERY / HOLD UP ENDORSEMENT

This insurance extends to cover the risks of Armed Robbery occurring during business hours. "Armed Robbery" shall be deemed to be the felonious and forcible theft of insured property:

- (a) by violence inflicted upon any employee of the Insured.
- (b) by the placing of the Insured's employees in fear of violence
- (c) by any other overt felonious act committed in the presence of the Insured's employees and of which the employees were actually cognizant, provided such other act is not committed by the employees of the Insured.

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

DEFINITION OF MONEY AND BUSINESS HOURS

Money shall mean Cash Bank and Currency Notes Cheques Money Orders Postal Orders Current Postages Stamps and Insurance Stamps all belonging to the Insured or for which the Insured has accepted responsibility.

Business Hours shall mean the period during which the Insured's Premises are actually occupied for business purposes and during which the Insured or his employees entrusted with Money are in the Premises.

KEY CLAUSE

This Policy does not cover any loss of money abstracted from the Strongroom/Safe/Drawers/Cabinets/Cash Register/Petty Cash Box following the use of the key to the Strongroom/Safe/Drawers/Cabinets/Cash Register/Petty Cash Box or any duplicate thereof belonging to the Insured unless such keys shall have been obtained by threats or violence. The Strongroom/Safe/Drawers/ Cabinets/Cash Register/Petty Cash Box shall be kept locked except when in immediate use.

It is a condition precedent to the liability of the Company that all keys to the Strongroom/Safe/Drawers/Cabinets/Cash Register/Petty Cash Box (and of all burglary alarm, if any) are removed from the premises at night and at all times when the premises are closed for business.

PERSONAL ACCIDENT BENEFITS ENDORSEMENT

If an occurrence described hereunder shall happen to the Person-insured described hereunder during the Period of Insurance caused by an assailant in an attempt to rob whilst the Person-insured is

- (a) carrying Money on behalf of the Insured
- (b) proceeding to or returning from the carrying of such Money

and the Person-insured shall thereby suffer any of the Results described hereunder the Company will pay to Insured the Compensation specified against such Result.

The Person-insured: Any two employees of the Insured whilst carrying cash.

Occurrence: Bodily injury caused solely by violent accidental external and visible means which injury shall independently of any other cause be the sole cause of any of the Result

RESULTS	COMPENSATION
(a) Death)	(RM10,000.00
(b) Total and permanent loss of all sight in both eye)	(RM10,000.00
(c) Total loss by physical severance of both hands or both Feet or of one hand and one foot)	(RM10,000.00
(d) Total loss by physical severance of one hand or one Foot together with the total and permanent loss of all Sight in one eye)	(RM10,000.00
(e) Total and permanent loss of sight in one eye)	(RM 5,000.00

Compensation shall not be payable for:

- 1. More than one of Results (a) to (e) and when payable for one of those Results shall not be payable for any other of the Results caused by the same Occurrence nor for any of the Results caused by any subsequent Occurrence.

SPECIAL CONDITIONS

- 1. This endorsement shall not apply to any Occurrence
 - (a) consequent upon any pre-existing physical defect or infirmity of the Person-insured.
 - (b) happening to the Person-insured who is under 16 or over 65 years at the time of such occurrence.
 - (c) consequent upon pregnancy or childbirth.
- 2. All certificates and information and evidence required by the Company shall be furnished at the expenses of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
- 3. The Person-insured as often as required shall submit to medical examination on behalf of the Company at its own expense.
- 4. The Company shall in the case of the death of the Person-insured be entitled to have a post-mortem examination at its own expense.
- 5. No assignee shall be entitled to any Compensation under this endorsement.

SECTION III – FIDELITY GUARANTEE INSURANCE

AUDITORS' AND ACCOUNTANTS' FEES CLAUSE

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 investigation or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by the Insured up to RM500 to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of any condition of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the limit of guarantee under this Policy.

SECTION III – PLATE GLASS INSURANCE

FIRST LOSS WITHOUT AVERAGE CLAUSE

This Policy is issued as a first loss insurance on the property as described in the Schedule of this Policy.

MALICIOUS DAMAGE ENDORSEMENT

This Policy extends 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) but the Company shall not be liable under this extension for any loss or damage by fire or lightning nor for any loss of 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.

STRIKE RIOT AND CIVIL COMMOTION CLAUSE

This Policy extend to cover strike riot or civil commotions for loss or damage to the subject matter 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) or the action of lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- (2) The wilful act of any striker or locked out worker done in furtherance of a strike or in 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 Endorsement shall not apply to any accident loss or damage or liability directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with:

- (a) war invasion the act of foreign enemies 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 rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force by the Government de jure or de facto or to the influencing of it by terrorism or violence, or by the direct or indirect consequences of any of the said occurrences.

In the event of a claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default or such proof the Company shall not be liable to make any payment in respect of such a claim.

SECTION III - PUBLIC LIABILITY INSURANCE

ADVERTISING SIGNS/NEON SIGNS CLAUSE

This Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Advertising/Neon Sign installations owned or maintained by the Insured in the premises.

Warranted that the Insured shall comply with all statutory enactments bye-law and regulations and shall at all times ensure that the Advertising/Neon Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such precautions to be taken for the prevention of accidents as the circumstances may require and no alteration or in the position of the signs shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said Advertising/Neon Signs after any accident has occurred in connection therewith until the Company, shall have had an opportunity of inspecting same.

DEFECTIVE SANITARY ARRANGEMENT ENDORSEMENT

The Company will indemnify the Insured against all sums for which the Insured shall become legally liable consequent upon death bodily injury illness loss or damage as within defined caused through defective drains, sewers or sanitary arrangements, provided it is caused by a sudden unexpected and unintended happening during the period of insurance.

EMPLOYEES' EFFECTS ENDORSEMENT

The policy extends to include legal liability of the Insured in respect of clothings and/or personal effects (excluding jewellery) of employees and the amount of indemnity is limited to RM250 in respect of any one claim.

FIRST AID FACILITIES ENDORSEMENT

This Policy 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 of any hospital or ambulance organisation.

FOOD AND DRINK POISONING EXTENSION CLAUSE

The Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for compensation in respect of claims for death or illness due or alleged to be due to food and drink supplied by the Insured at their premises or to anything contained or alleged to have been contained in such food and drink.

Provided also that the Company shall not be liable for claims in respect of death or illness caused by or arising out of any defective design or error in formula or in specification of any of the food and drink which defect or deficiency the Insured by himself or his employees or agents has knowledge of or has reason to suspect at the time when the said food and drink pass from the control and actual physical custody of the Insured or of any person in the direct services of the Insured.

GUESTS' EFFECTS EXTENSION

This policy extends to cover legal liability of the Insured in respect of loss or damage to the Personal Effects (excluding Jewellery) of the Insured's Guests occurring at the place or places at which this policy applies and the amount of indemnity is limited to RM250 per person.

INNKEEPERS' LIABILITY (applicable to budget hotels, home stay, boarding house & rest house operator only)

This Policy shall indemnify the Insured in respect of liability hereby insured for accidental loss or damage to property belonging to budget hotels, home stay, boarding house and rest house guests provided that the Insured shall display prominently at the reception counters and/or the main entrance and/or guests' rooms copies of the notice set out in the Innkeepers' Liability Ordinance 1952 (Federation of Malaya) printed in English. The amount of Indemnity under this extension is limited to RM1,000 any one accident or occurrence and in aggregate during the Period of Insurance.

JURISDICTION CLAUSE

The Company shall not be liable in respect of:

- (1) Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

TENANT'S LIABILITY ENDORSEMENT

This Policy shall extend to cover the Insured's legal liability to their tenants in respect of accidental bodily injury or loss of or damage to their tenant's property kept within the Insured's Premises due to any negligence, omission or default of the Insured or their employees.

SECTION III - EMPLOYERS' LIABILITY INSURANCE

JURISDICTION CLAUSE

The Company shall not be liable in respect of:

- (1) Compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Malaysia.

LEGAL LIABILITY OF EMPLOYEE TO FELLOW EMPLOYEE EXTENSION

If any person under a contract of service or apprenticeship with the Insured shall sustain bodily injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business stated in the Schedule the Company will at the request of the Insured indemnify any other employee of the Insured engaged in such Business against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he were the Insured observe, fulfil and be subject to the Terms of the Policy insofar as they can apply.

LIMIT OF COMMON LAW LIABILITY

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the liability of the Company for compensation to any claimant or claimants arising out of Common Law Claims shall be limited to the limit as specified in the Policy Schedule in respect of any one accident or series of accidents arising out of one event.

The Common Law is only applicable to non-SOCSO members.

SECTION IV – GROUP PERSONAL ACCIDENT INSURANCE

ACCIDENTAL GAS INHALATION, SUFFOCATION, DROWNING & FOOD POISONING ENDORSEMENT

This Policy is extended to cover the Insured Person(s) against Death or Permanent Disablement as herein defined arising out of or resulting from Accidental Gas Inhalation, Suffocation, Drowning, Food & Drink Poisoning and other similar misfortune with or without any sign of external or violent visible injury.

AMATEUR SPORTS CLAUSE

This Policy is extended to cover the Insured Person(s) for death or disablement arising from or participating in any sports activities as an amateur.

DISAPPEARANCE CLAUSE

The Company shall pay the death compensation if during the period of insurance the Insured disappears following an accident involving aircraft or at sea or in a natural calamity and Insured's body is not found within one year after its disappearance and sufficient evidence is produced satisfactory to the Company that leads the Company inevitably to the conclusion that the Insured died as a result of an event within the scope of this Policy.

EXPOSURE CLAUSE

In the event of the Insured Person(s) after sustained accidental injury from events insured within the scope of this Policy be exposed to the elements of nature resulting in death, the Company shall agree to compensate the Insured Person(s).

In the event of such claims for compensation, a properly constituted judicial body of enquire shall first affirm that the Insured Person has died of exposure after having sustained Accidental Injury arising from an insured event.

HARMFUL INSECTS & SNAKES BITES CLAUSE

This Policy is extended to cover the benefits Insured herein in respect of bodily injury sustained due to harmful insect bites and/or snake bites. Provided however such extension shall exclude mosquito bites, bug bites and/or diseases introduced by any vector.

HIJACKING ENDORSEMENT

This Policy is hereby extended to cover Bodily Injury arising from hijacking of any land/sea /air conveyance in which the Insured Person(s) is/are travelling as a fare-paying passenger.

MOTORCYCLING CLAUSE

This Policy is extended to cover the Insured Person(s) against Death or Permanent Disablement as herein defined arising out of or resulting from motorcycling as a rider (excluding riding without a valid driving licence) or pillion rider.

PAYMENT OF BENEFITS CLAUSE

The nominee is named in this Policy at the request of the Insured and is not a party to this contract. Payment of any compensation under this Policy to the nominee shall be according to the nomination and/or trust and/or assignment, as may be applicable, in accordance with the requirements of the Financial Services Act 2013. In the event no nomination is made and the Company is called upon to pay compensation on this Policy under Schedule 10 of the Financial Services Act 2013 the Company shall pay at its discretion and any such payment will effectively discharge the Company of all subsequent claims and liabilities.

UNPROVOKED MURDER, ASSAULT OR ANY ATTEMPT THREAT CLAUSE

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 Person.