

Optimuz

PERILS/CLAUSES/ENDORSEMENTS/WARRANTIES

THE FOLLOWING SPECIAL/EXTRANEIOUS PERILS/CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTION – FIRE WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

FP501 AIRCRAFT DAMAGE ENDORSEMENT

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

Subject otherwise to the terms and conditions of the policy

FP502 EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

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

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

Subject otherwise to the terms and conditions of the policy

FP503 STORM, TEMPEST ENDORSEMENT

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

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

Excess Clause

It is understood and agreed that as regards loss or damage to any property hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its 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 8(h) of the Policy.
 - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this endorsement does not cover:-
 - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
 - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the policy.

FP504 FLOOD ENDORSEMENT

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

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

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

Excess Clause

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

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

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

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

FP505A EXPLOSION ENDORSEMENT - INDUSTRIAL WITHOUT BOILERS **FP505B EXPLOSION ENDORSEMENT - INDUSTRIAL WITH BOILERS** **FP505C EXPLOSION ENDORSEMENT - NON - INDUSTRIAL WITHOUT BOILERS** **FP505D EXPLOSION ENDORSEMENT - NON - INDUSTRIAL WITH BOILERS**

In consideration of an additional premium, the Company hereby agree and declare that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:-

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

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

SPECIAL CONDITIONS

1. The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.
 For the purpose of this Condition, an act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or

government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

Subject otherwise to the terms and conditions of the policy.

FP506A IMPACT DAMAGE ENDORSEMENT - 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, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, 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.

Subject otherwise to the terms and conditions of the policy.

FP506B IMPACT DAMAGE ENDORSEMENT - 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, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals including any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service, provided that the first RM250.00 of each and every claim under this endorsement shall be borne by the insured, as ascertained after the application of any condition of average.

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

Subject otherwise to the terms and conditions of the policy.

FP507A BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES ENDORSEMENT - BUILDINGS EXCEEDING FIVE (5) STOREYS (INCLUDING MEZZANINE)

FP507B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES ENDORSEMENT - 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 RM1,000.00** 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 RM50,000.00 the amount of this excess may be reduced to 1% of the sum insured subject to a minimum of RM100.00

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

FP508A.01 ELECTRICAL INSTALLATIONS CLAUSE (A) (applicable to Electrical Machinery, Plant and Installation in manufacturing risks and workshops)

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

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

Subject otherwise to the terms and conditions of the Policy.

FP508B ELECTRICAL INSTALLATIONS CLAUSE (B)

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

Subject otherwise to the terms and conditions of the Policy.

FP509 BUSH/LALANG FIRE ENDORSEMENT

In consideration of an additional premium, the Company hereby agree and declare that notwithstanding anything to the contrary contained in Condition 8(i) of the Policy, the insurance is extended to cover loss or damage caused by bush/lalang fire (provided that during the currency of this Policy every reasonable effort shall be made to keep the Insured's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the policy.

FP510 SUBSIDENCE AND LANDSLIP ENDORSEMENT - STANDARD COVER

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

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

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

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

Subject otherwise to the terms and conditions of the Policy.

FP510D SUBSIDENCE AND LANDSLIP ENDORSEMENT - 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 Building are damaged by the same cause and at the same time.
- (b) loss or damage occasioned by happening through, or in consequence of:-
 - coastal or river erosion.
 - demolition, structural alteration or structural repair.
 - defective design or inadequate construction of foundations.
- (c) in respect of each and every loss, 5% of the total sum insured or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

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

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

Subject otherwise to the terms and conditions of the policy.

FP511A SPONTANEOUS COMBUSTION ENDORSEMENT - BY FIRE ONLY

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

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

Note: The words "by fire only" may be deleted in respect of insurances on coal.

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

FP511B SPONTANEOUS COMBUSTION ENDORSEMENT - FULL COVER

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

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

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the policy.

FP512A RIOT STRIKE AND MALICIOUS DAMAGE - RESIDENTIAL PROPERTIES
FP512B RIOT STRIKE AND 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 other in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance 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 damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

SPECIAL CONDITIONS

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

Condition 5

This insurance does not cover:-

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

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

Condition 6

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 use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

Condition 8

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

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

Condition 11

This insurance may at 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 of the said insurance has been in force.

Condition 20

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

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

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

FP513 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 foresaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the policy.

FP514A COLD STORAGE IINCUBATOR CLAUSE (A)

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

Subject otherwise to the terms and conditions of the policy.

FP514B COLD STORAGE INCUBATOR CLAUSE (B)

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

Subject otherwise to the terms and conditions of the policy.

FC801A TEMPORARY REMOVAL CLAUSE - CONTENTS OF PRIVATE DWELLINGS

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

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

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

N.B. The words in brackets may be omitted where appropriate.

FC801B TEMPORARY REMOVAL CLAUSE - OTHER PROPERTY EXCLUDING STOCK-IN-TRADE AND MERCHANDISE

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

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

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

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

FC802A REMOVAL OF DEBRIS (WITH SEPARATE SUM INSURED)

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

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

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

The Company will not pay any costs or expenses:-

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

FC802B REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM INSURED)

The insurance on Item(s) hereby insured includes costs and expenses necessarily incurred by the Insured with the consent of the Company in the:-

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

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

The amount payable for such costs and expenses shall not exceed 10% of the Sum Insured of each Item or Ringgit Malaysia Two Million (RM2,000,000.00) in aggregate any one loss, whichever is lower.

The Company will not pay any costs or expenses:-

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

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

FC803A ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (WITH SEPARATE SUM INSURED)

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

FC803B ARCHITECT'S, SURVEYOR'S, ENGINEER'S AND CONSULTANT'S FEES (WITHOUT SEPARATE SUM INSURED)

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

FC804 OTHER CONTENTS CLAUSE

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

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

FC805 CAPITAL ADDITIONS CLAUSE (NOT APPLICABLE TO STOCK-IN-TRADE OR MERCHANDISE NOR TO INSURANCES WHERE THE TOTAL SUM INSURED IS LESS THAN RM1,500,000.00)

The insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property specified in this policy for an amount not exceeding in respect of each item 10% of the sum insured by each item or RM1,000,000.00 per location whichever is the less.

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

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

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

Note: In the event that there is more than one location, then the limit may be increased to RM2,000,000.00, this amount being the aggregate limit for all the locations.

FC806A MORTGAGEE (CHARGE) CLAUSE 1

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

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

Non-Cancellation Clause

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

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

FC806B MORTGAGEE (CHARGE) CLAUSE 2

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

Non-cancellation Clause

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

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

FC807 CONTRACT PRICE

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

FC808 FOUNDATION EXCLUSION

The Insurance on Building(s) excludes that part of any building below the under surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

FC810 COMPUTER SYSTEMS RECORDS

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

FC811 DESIGNATION CLAUSE

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

FC815 AUTOMATIC RENEWAL CLAUSE

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

FC816 REINSTATEMENT VALUE CLAUSE (NOT APPLICABLE TO STOCK-IN-TRADE AND/OR MERCHANDISE)

Notwithstanding anything to the Contrary contained in Condition 17 of the Policy, it is hereby declared and agreed that in the event of the property insured under the within Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items

of) the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:
 - (a) The Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.

FC816A REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

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

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this clause had not been incorporated therein.
3. If the Sum insured at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed then the insured shall be considered being his own insurer for the difference between the sum insured and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property insured had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this Special Provision.
4. This clause shall be without force or effect if:-
 - (a) The insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
5. No payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
6. In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

FC818 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES CLAUSE

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

1. The amount recoverable under this Extension shall not include:-
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:-
 - (i) in respect of destruction or damage occurring prior to the granting of this extension,
 - (ii) in respect of destruction or damage not insured by the Policy,
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage.
 - (iv) in respect of undamaged property or undamaged portions of property.
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen;
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as the Company may (during the said 12 months) in writing allow and

- may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
3. If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
 4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
 5. All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

FC819.01 SPECIAL CONDITIONS FOR DECLARATION POLICIES

1. In consideration of the premium by this Policy being provisional in that it is calculated on 100% of the sum insured hereby and is subject to adjustment on expiry of each period of insurance:-
The Insured agrees to declare to the Company in writing the value of his stocks, less any amount insured by Policies other than Declaration Policies, on the following basis namely the highest value at risk during the month and to make such declaration within thirty days of the expiry of each calendar month, such declaration to be signed by the Insured or by a responsible person authorised to sign on his behalf.
If other Policies on a declaration basis cover the stock hereby insured the declarations shall be made so as to apportion to each Policy a share of the value of the stocks insured under such Declaration Policies, pro-rata to the respective amounts named in the Policies.
In the event of a declaration not being made within the thirty days mentioned above then the Insured shall be deemed to have declared the sum insured hereby as the value at risk.
On the expiry of each period of insurance the premium shall be calculated at the rate applicable on the average sum insured, namely, the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant premium be less than the provisional premium the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.
2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
3. If at the time of any loss, there be any other subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the sum insured by such insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess), but not exceeding the sum insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. In the event of a loss occurring the Insured undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
6. In the event of this Policy being cancelled by the Insured during its currency (whether stocks exists or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancelment, or 50% of the provisional premium whichever is the greater; but if the Policy is cancelled by the Insured after a loss has occurred the premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured up to the cancelment plus the pro-rata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of the loss paid, or 50% of the provisional premium whichever is the greater.
7. It is warranted that the every other Policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
8. This insurance is subject in all respects to the printed conditions of the Policy except in so far as they may be varied by these Special Conditions.

FC820 TEMPORARY STORAGE CLAUSE

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

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the Company is limited to 10% of the total sum insured or RM500,000.00 whichever is the lower for property covered under this clause.
- (c) the Company shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
- (d) this insurance does not apply to property in so far as it is otherwise insured nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

FC823 BRAND, LABEL AND TRADEMARK CLAUSE

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

FC825(i) SPRINKLER LEAKAGE ENDORSEMENT - (BUILDINGS) FC825(ii) SPRINKLER LEAKAGE ENDORSEMENT - (CONTENTS)

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

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

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

- (a) explosion, the blowing up of buildings or blasting

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

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

SPECIAL CONDITIONS

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

FC825D(i) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF EXCLUSION (d) AND (e) UNDER THIS ENDORSEMENT (BUILDINGS)

FC825D(ii) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF EXCLUSION (d) AND (e) UNDER THIS ENDORSEMENT (CONTENTS)

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

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

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

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

DELETED

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

SPECIAL CONDITIONS

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

FC825A SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF SPECIAL CONDITION (1) UNDER THIS ENDORSEMENT (BUILDINGS AND/OR CONTENTS)

FC825b(i) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF SPECIAL CONDITION (1) UNDER THIS ENDORSEMENT (BUILDINGS)

FC825b(ii) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF SPECIAL CONDITION (1) UNDER THIS ENDORSEMENT (CONTENTS)

FOR TENANT-OCCUPIED BUILDINGS ONLY

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

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

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

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

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

SPECIAL CONDITIONS

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

DELETED

FC827 INTERNAL REMOVAL CLAUSE

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

FC828 OUTBUILDING CLAUSE

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

FC829 APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM5,000.00 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

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

FC830 VEHICLE LOAD CLAUSE

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

FC831 ALTERATIONS AND REPAIRS CLAUSE

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

FC832 AGGREGATE CONDITION OF AVERAGE CLAUSE

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

FC834 OTHER INSURANCE CLAUSE

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

FC835 PAIRS AND SETS CLAUSE

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

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

FC840 AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE

It is understood and agreed that any additional properties situated in locations within Malaysia not insured by the Policy which may be acquired by the Insured during the currency of this Policy is automatically held covered up to 10% of the Policy limit or RM1million, whichever is the lower, provided that the Insured shall advise the Company within 30 days of any acquisition of any such properties and shall pay the additional premium from effective date of acquisition.

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

FC842A DATE RECOGNITION CLAUSE (FOR FIRE INSURANCE POLICY ONLY)

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

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

D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

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

Subject otherwise to the terms and conditions of the policy.

FC847.01 UNVALUED POLICY CLAUSE

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

FCM809A RENT (APPLICABLE TO OWNER NON-OCCUPIER OF THE PREMISES)

On as mentioned in the policy schedule months rent insured.
Sum Insured: as mentioned in the policy schedule

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

FCM809B RENT (APPLICABLE TO OWNER OCCUPIER OF THE PREMISES)

On as mentioned in the policy schedule months expenses insured.
Sum Insured: as mentioned in the policy schedule

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

FCM809C RENT (APPLICABLE TO TENANT-OCCUPIER OF THE PREMISES)

- (i) On as mentioned in the policy schedule months rent insured.
Sum Insured as mentioned in the policy schedule
- (ii) On as mentioned in the policy schedule months expenses insured.
Sum Insured as mentioned in the policy schedule

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

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

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

FW701 RESTRICTION OF MERCHANDISE WARRANTY

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

FW701A RESTRICTION OF MERCHANDISE WARRANTY (Club / School / Office)

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

FW701B RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)

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

FW701C RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)

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

FW701D 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.

FW702 DETACHED BUILDING WARRANTY

Warranted that during the currency of this Policy the building (containing the property) insured by this Policy is detached by the stated minimum distance for the following construction classes on all sides from any other building (excluding small outhouses).

Class 1 construction: 5 metres
Class 2 construction: 6 metres
Class 3 construction: 10 metres

FW703A STORAGE OF HAZARDOUS GOODS WARRANTY A

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

- | | | |
|-------|--|--|
| (i) | All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93°C (200F) | 3600 liters
(800 gallons) |
| (ii) | All liquids including petrol giving off flammable vapour with flashpoint below 38°C (100F) | 900 liters
(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. | 30 kg or 4 cases or
cartons whichever is higher |

FW703B STORAGE OF HAZARDOUS GOODS WARRANTY B

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

FW704A STORAGE OF PETROL WARRANTY

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

FW704B RESTRICTION OF SPRAY PAINTING / POWDER SPRAYING WARRANTY

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

FW704C PRINTING PROCESS WARRANTY

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

FW706 MOTOR VEHICLE REPAIRS WARRANTY

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

FW709 REMOVAL AND BURNING OF WOOD WASTES WARRANTY

Warranted that during the currency of this Policy:-

- (a) all shavings, sawdust and other refuse be removed from the premises regularly but not less than three (3) times a week and not allowed to accumulate.
- (b) no shavings, sawdust or other refuse be burned (other than in a brick incinerator or furnace used in connection with the Insured's business) within 30 metres (100 feet) of any building forming part of the insured premises.

FW710 BURNING OF SAWDUST (WITHIN 100 FEET) WARRANTY

Warranted that during the currency of this Policy:-

- (i) no power (other than electric); and
- (ii) no artificial heat be used; and
- (iii) that shavings, sawdust and refuse be removed daily from the premises and be not burned (other than in a brick incinerator or furnace used in connection with the Insured's business) within 30 metres (100 feet) thereof.

FW713A PLASTICS WARRANTY A

Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; silicone resins; fluorocarbons; polyester resins including alkyd resins, polyvinyl acetate; polyvinyl butyrate; epoxy resins, amino resins will be used or stored in the within described premises.

FW713B PLASTICS WARRANTY B

Warranted that during the currency of this Policy no raw materials for the manufacture of plastics other than protein based resins; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; silicone resins: fluorocarbons; polyester resins including alkyd resins; polyvinyl acetate; polyvinyl butyrate; epoxy resins; amino resins; polystyrene; acetal resins; acrylic resins; acrylonitrile butadiene styrene (A.B.S.)resins; ethyl cellulose; polypropylene; polythene/polyethylene; methyl methadrylate; cellulose acetate; cellulose acetate butyrate; cellulose propionate; polymethyl methacrylate; polyvinyl chloride will be used or stored in the within described premises.

FW713C PLASTICS WARRANTY C

Warranted that during the currency of this Policy no nitrocellulose based plastic or foamed or expanded plastics be manufactured, used or stored in the within described premises.

FW724A SPRAY PAINTING WARRANTY (A)

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

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

(Note*: To be replaced with the words "spray painting and powder spraying" in the event the risk involve two processes.)

FW724B SPRAY PAINTING WARRANTY (B)

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

(Note*: To be replaced with the words "spray painting and powder spraying" in the event the risk involve two processes.)

FW725A POWDER SPRAYING WARRANTY (A)

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

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

FW725B POWDER SPRAYING WARRANTY (B)

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

THE FOLLOWING CLAUSES/ENDORSEMENTS SHALL APPLY TO AND FORM PART OF SECTION – FIRE CONSEQUENTIAL LOSS WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

FCM302 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.

FCM304 ACCUMULATION OF STOCK CLAUSE

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

FCM307 SALVAGE SALES CLAUSE

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

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

FCM308 ALTERNATIVE BASIS CLAUSE

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

Alternative Trading Clause

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

FCM312 ACCOUNTANTS CLAUSE

Any particulars or details contained in the Insured's books or documents which may be required by the Insurers under condition 11 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

FCM316 NEW BUSINESS CLAUSE

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms 'RATE OF GROSS PROFIT', 'ANNUAL TURNOVER' and 'STANDARD TURNOVER' shall bear the following meanings and not as within stated:

- RATE OF GROSS PROFIT:**) to which such adjustment shall be made as may
- The rate of gross profit earned) be necessary to provide for the trend of the
- on the turnover during the Period) business and the variations in or special
- between the commencement of the) circumstances affecting the business either
- business and the date of the damage) before or after the damage or which would
-) have affected the business had the damage not
- ANNUAL TURNOVER:**) occurred, so that the figures thus adjusted shall
- The proportional equivalent for the) represent as nearly as may be reasonably practicable
- period of twelve months of the turnover) the results which but for the damage would have been
- realised during the period between the) obtained during the relative period after the damage.
- commencement of the business and)
- the date of the damage)
-)
- STANDARD TURNOVER:**)
- The proportional equivalent for)
- a period equal to the Indemnity)
- Period, of the Turnover realised)
- during the period between the)
- commencement of the business and)
- the date of the damage.)

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

FCM317 MATERIAL DAMAGE PROVISIO WAIVER CLAUSE

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

FCM322 ADDITIONAL PERILS ENDORSEMENT (B)

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 additional perils as covered by the material damage Section – Fire of the 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.

FCM842B DATE RECOGNITION CLAUSE (FOR CONSEQUENTIAL LOSS)

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

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

D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

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

Subject otherwise to the terms and conditions of the Policy.

FCM309 GROSS PROFIT DIFFERENCE BASIS WORDING

SPECIFICATION referred to Section - Fire Consequential Loss of the Policy in the name of as mentioned in the policy schedule and forming an integral part of that policy.

Item No	Sum Insured
1. On Gross Profit	as mentioned in the policy schedule

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 avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken 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 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 mentioned in the policy 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 mentioned in the policy 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 after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent

ANNUAL TURNOVER: The Turnover during the twelve months immediately before the date of the damage) 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.

STANDARD TURNOVER: The Turnover during that period in the twelve months immediately before the date of the damage which)

corresponds with)
the Indemnity Period.)

Alternative Trading Clause

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

Uninsured Standing Charges Clause

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

Premium Adjustment Clause

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

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

FCM311 GROSS RENTAL WORDING

SPECIFICATION referred to Section - Fire Consequential Loss of the Policy in the name of as mentioned in the policy schedule and forming an integral part of that policy.

Item No.	Sum Insured
1. On Gross Rental	as mentioned in the policy schedule

THE INSURANCE UNDER ITEM NO. 1 is limited to (a) loss of Gross Rental and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

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

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

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

DEFINITIONS

GROSS RENTAL: The money paid or payable to the insured by tenants in respect of rental of the Premises.

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

MAXIMUM INDEMNITY PERIOD: As mentioned in the policy schedule

STANDARD GROSS RENTAL:	The Gross Rental during the period corresponding with the Indemnity Period in the twelve months immediately before the date of damage which corresponds with the Indemnity Period) to which such adjustments) shall be made as may be) necessary to provide for) the trend of the business) and for variations in or) other circumstances affecting) the business either before or) after the damage or which would) have affected the business had the) damage not occurred, so that the) figures thus adjusted shall represent) as nearly as may be reasonably) practicable the results which but for) the damage would have been) obtained during the relative) period after the damage.
ANNUAL GROSS RENTAL:	The Gross Rental during the twelve months immediately before the date of the damage	

Alternative Trading Clause

If during the Indemnity Period the business shall be conducted elsewhere than at the premises the money paid or payable to the Insured in respect of rent at such other premises shall be brought into account in arriving at the Gross Rental during the Indemnity Period.

Premium Adjustment Clause

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

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

FCM315 GROSS REVENUE WORDING

SPECIFICATION referred to Section - Fire Consequential Loss of the Policy in the name of as mentioned in the policy schedule and forming an integral part of that policy.

Item No.	Sum Insured
1. On Gross Revenue	as mentioned in the policy schedule

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

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

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

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

DEFINITIONS

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

MAXIMUM INDEMNITY PERIOD: As mentioned in the policy schedule

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

STANDARD GROSS REVENUE: The Gross Revenue during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.) to which such adjustments shall be made as may) be necessary to provide for the trend of the) business and for variation in or other circumstances) affecting the business either before or after the) damage or which would have affected the) business had the damage not occurred so that) the figures thus adjusted shall represent as nearly) as may be reasonably practicable the results which) but for the damage would have been obtained) during the relative period after the damage.

ANNUAL GROSS REVENUE: The Gross Revenue during the twelve months immediately before the date of the damage) business had the damage not occurred so that) the figures thus adjusted shall represent as nearly) as may be reasonably practicable the results which) but for the damage would have been obtained) during the relative period after the damage.

Alternative Trading Clause

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

Premium Adjustment Clause

In the event of the Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the financial year most nearly concurrent with any period of insurance as certified by the Insured's Professional Accountants being less than the Sum Insured thereon a pro-rata return of premium not exceeding 50 per cent of the premium paid on such Sum Insured for such period of insurance will be made in respect of the difference. If any damage shall have occurred giving rise to a claim under this policy such return shall be made in respect only of so much of the said difference as is not due to such damage.

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

FCM334 NET TAKINGS BASIS WORDING

SPECIFICATION referred to Section - Fire Consequential Loss of the Policy in the name of as mentioned in the policy schedule and forming an integral part of that policy.

Item No.	Sum Insured
1. On Net Takings	as mentioned in the policy schedule

THE INSURANCE UNDER ITEM NO. 1 is limited to (a) Loss of Net Takings 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 Net Takings 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 necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage, but not exceeding the sum produced by applying the Rate of Net Takings to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the charges and working expenses of the business payable out of Net Takings as may cease or 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 Net Takings to the Annual Turnover, the amount payable shall be proportionately reduced.

DEFINITIONS

NET TAKINGS: The amount by which the Turnover shall exceed the amount of the Purchases relative thereto.

TURNOVER: Net value of Sales made and charges for work done in course of the business at the premises.

INDEMNITY PERIOD: The period beginning with the occurrence of the damage and ending not later than as mentioned in the policy schedule months thereafter during which the results of the business shall be affected in consequence of the damage.

MAXIMUM INDEMNITY PERIOD: As mentioned in the policy schedule

RATE OF NET TAKINGS: The rate of Net Takings earned on the Turnover during the financial year immediately before the date of the damage) to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting

ANNUAL TURNOVER: The Turnover during the twelve months immediately before the date of the damage) the business either before or after the damage or which would have affected the business had the damage

STANDARD TURNOVER: The Turnover during that period in twelve months immediately before the date of the damage which corresponds with the Indemnity Period) not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

Memo 1. 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.

(NB: The above specification is applicable to small retail business only for e.g. sundry shops, coffee shops, grocery stores).

FCM327 100% WAGES AND SALARIES ON PAYROLL BASIS WORDING

SPECIFICATION referred to Section - Fire Consequential Loss of the Policy in the name of as mentioned in the policy schedule and forming an integral part of that policy.

Item No. Sum Insured
1. On Payroll as mentioned in the policy schedule

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

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

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

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

DEFINITIONS

- PAYROLL:** The remuneration (including employees provident fund, bonuses, SOCSO contribution, pensions insurance costs or other payments pertaining to payroll) of all employees
- WAGES:** payments made to employees who are concerned with production and all others whose remuneration is not included as salaries.
- SALARIES:** payments made usually weekly or monthly to staff permanently employed and whose duties are not directly concerned with production or, if so are in an executive capacity.
- INDEMNITY PERIOD:** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.
- MAXIMUM INDEMNITY PERIOD:** As mentioned in the policy schedule
- RATE OF PAYROLL:** The Rate of Payroll earned on the Turnover during the financial year immediately before the date of the damage) to which such adjustments shall be made) as may be necessary to provide for the) the trend of the business and for variations) in or other circumstances affecting the) the business either before or after the) damage or which would have affected) the business had that the figures thus) adjusted shall represent as nearly as) may be reasonably practicable the) results which but for the damage) would have been obtained during the) relative period after the damage.)
- ANNUAL TURNOVER:** The Turnover during the twelve months immediately before the date of the damage.
- STANDARD TURNOVER:** The Turnover during that period in the twelve months immediately before the damage which corresponds with the Indemnity Period.

Alternative Trading Clause

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

Uninsured Standing Charges Clause

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

FCM328 INCREASED COST OF WORKING ONLY WORDING

SPECIFICATION referred to Section - Fire Consequential Loss of the Policy in the name of as mentioned in the policy schedule and forming an integral part of that policy.

Item No.	Sum Insured
1. On Increase in Cost Of Working Only	as mentioned in the policy schedule

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

The additional expenditure necessarily and reasonably incurred by the insured during the Indemnity Period and in consequence of the damage for the sole purpose of avoiding or diminishing a reduction in Turnover or for the purpose of resuming or maintaining normal business operation: less any sum saved during the Indemnity Period in respect of any revenue expenditure as may cease or be reduced in consequence of the damage:

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

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

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

DEFINITIONS

- INDEMNITY PERIOD:** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.
- MAXIMUM INDEMNITY PERIOD:** As mentioned in the policy 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.

FCM331 AUDITORS' FEES CLAUSE

The insurance under Section - Fire Consequential Loss of this Policy is limited to reasonable fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition 11 of this policy.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTIONS – FIRE AND FIRE CONSEQUENTIAL LOSS WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

FC845 PROPERTY DAMAGE CLARIFICATION CLAUSE

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

Consequently the following are excluded from this Policy:-

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

FC846.01 RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

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

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

FCM848 SANCTION EXCLUSION CLAUSE

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

FCM849 GOODS AND SERVICES TAX 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 pay 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.

FW726 PREMIUM WARRANTY

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

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

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

Subject otherwise to the terms and conditions of this policy

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTION - EQUIPMENT ALL RISKS WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GM006 INTERNAL REMOVAL CLAUSE

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

GM007 DESIGNATION CLAUSE

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

GM016 RIOT, STRIKE & MALICIOUS DAMAGE

RIOT AND STRIKE ENDORSEMENT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium this Policy shall extend to include loss of or damage to the Interest Insured directly arising from or caused by Riot and Strike which for the purpose of this Endorsement shall mean:-

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 the Exclusion below.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or minimizing the consequence of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

EXCLUSIONS

Provided always that the Company shall not be liable for any loss of or damage to the interest Insured occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:-

- (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 any person on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of the Exclusions 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.

MALICIOUS DAMAGE ENDORSEMENT

It is hereby agreed and declared that the insurance under the said Strike, Riot and Civil Commotion Endorsement shall extend to include 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 the Exclusions of the said Strike, Riot and Civil Commotion 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.

Provided always that all the conditions and provisos of the said Strike, Riot and Civil Commotion Endorsement shall apply to this extension as if they had been incorporated herein.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTION – BURGLARY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GM006 INTERNAL REMOVAL CLAUSE

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

GM007 DESIGNATION CLAUSE

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

GM009 CLOTHING / PERSONAL EFFECTS EXTENSION

The Company will indemnify the Insured against loss or damage to clothing/personal effects of any employee of the Insured up to a limit of RM500/- each and every loss in respect of any one person where such loss or damage is occasioned by assault in connection with robbery upon the person whilst such person is safeguarding the property insured which is insured by this policy.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTION – MONEY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GM009 CLOTHING / PERSONAL EFFECTS EXTENSION

The Company will indemnify the Insured against loss or damage to clothing/personal effects of any employee of the Insured up to a limit of RM500/- each and every loss in respect of any one person where such loss or damage is occasioned by assault in connection with robbery upon the person whilst such person is safeguarding the property insured which is insured by this policy.

GM015 PERSONAL ACCIDENT ASSAULT EXTENSION ENDORSEMENT

In consideration of the payment of an additional premium (included in the premium for this policy) the Company agrees subject to the terms, exceptions and conditions contained or endorsed in this policy and the Special Conditions hereunder that if any 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 here under the Company will pay to the Insured the Compensation specified against such Result.

THE PERSON INSURED: On two (2) employees authorised to accompany the transit of Money

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 Results.

RESULTS:	COMPENSATION:
(a) Death)	((a) RM\$10,000/-
(b) Total and Permanent loss)	((b) RM\$10,000/-
of all sight in both eyes)	(
(c) Total loss by physical)	((c) RM\$10,000/-
severance of both hands or)	(
both feet or of one hand)	(
and one foot)	(
(d) Total loss by physical)	(
severance of one hand or)	((d) RM\$10,000/-
one foot together with the)	(
total and permanent loss)	(
of all sight in one eye)	(
(e) Total and permanent loss)	((e) RM\$5,000/-
of all sight in one eye)	(
(f) Total loss by physical)	((f) RM5,000/-
severance of one hand or one foot)	(

COMPENSATION SHALL NOT BE PAYABLE FOR

1. More than one Results (a) to (f) and when payable for one of those Results shall not be payable for any other of the Results cause by the same occurrence not 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 Certificate and information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder shall be in such form and of such nature at the Company shall prescribe
3. The Person-insured as often as required shall submit to the medical examination on behalf of the Company at 1its own expense
4. The Company shall in case of the death of the Person- insured be entitled to have a post-mortem examination at its own expense
5. No assignee be entitled to any Compensation under this endorsement.

Subject to the terms, conditions and limitations contained in this policy.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTION - FIDELITY GUARANTEE WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GM013 AUTOMATIC ADDITIONS AND DELETION CLAUSE

The insurance afforded by this Policy shall extend to cover automatically any employees employed during the period of insurance, the limit of guarantee under this Policy remaining unchanged.

Provided that the Insured shall declare to the Company in writing within thirty (30) days of the date of commencement of employment, details of additions and/or deletion in respect of the employees insured during the period of insurance for the purpose of premium adjustment. Warranted that employees leaving the employ of the Insured are automatically deleted from the Policy.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTION – PUBLIC LIABILITY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

LM001 FIRE AND EXPLOSION

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary the indemnity provided by this Policy shall apply also to liability in respect of bodily injury illness or property damage as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler, vessel or apparatus designed to operate under steam pressure).

Provided that the Insured shall have taken reasonable precautions to comply with all legal requirement relating to the inspection that apply to any plant or vessel or apparatus from which the fire or explosion arises.

LM002 WORK AWAY RISKS

The policy is extended to include the Insured's liability as within defined in respect of accidents arising out of the engagement of the actual progress of work undertaken by the Insured or the persons in the service of the Insured in course of the business within the Territorial Limits but Away from the defined premises, but sublimited to 10% of the Limit of Liability stated in the schedule.

LM003 CAR PARK LIABILITY CLAUSE

It is agreed that the Policy extends to indemnify the Insured for claim in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any vehicle in the physical or legal control of the Insured where such bodily injury or damage to the property occurs whilst such vehicle is in a car park owned or operated by the Insured.

PROVIDED ALWAYS that indemnity granted by this clause does not apply in respect of:-

- (a) any liability in connection with
 - 1. any vehicle belonging to the Insured
 - 2. any vehicle used by or on behalf of the Insured independently of the operations as a car park owner or operator
 - 3. any goods, property or contents kept in the vehicle whilst utilising or using such car park facility
- (b) any liability arising directly or indirectly out of or in connection with the servicing, cleaning, repairing, polishing and/or maintenance of any vehicle.
- (c) any liability for which the Insured is entitled to indemnity if there is in existence any other policy of indemnity
- (d) any liability exceeding the limit of indemnity as specified in the Schedule of the Policy
- (e) first amount of RM500.00

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

LM004 FOOD & DRINKS CLAUSE

In consideration of the premium paid hereon, and subject to the terms, conditions and exclusions of this Policy except as herein provided, this Policy is extended to indemnify the Insured against such sums as the Insured shall become legally liable to pay in respect of claims made against the Insured for accidental bodily injury or accidental damage to property which occurs during the period of this Policy and arises out of poisoning by, or foreign or deleterious matter in, food or drink consumed in or about the places specified in the Schedule.

The LIMIT OF INDEMNITY specified in the Schedule in the Policy shall not apply to this Extension Clause which shall have a separate amount of indemnity as follows:-

- (a) the limit of liability as specified in the policy schedule in respect of any one accident or series of accidents arising out of one event.
- (b) the limit of liability as specified in the policy schedule in the aggregate in respect of all accidents occurring during any one period of insurance.

and in addition the costs and expenses in connection therewith as provided by the Policy.

IT IS WARRANTED by the Insured that at the commencement date of this Policy the Insured was not aware of any circumstances which might subsequently result in a claim being made under this Extension Clause, except as reported in writing to the Company.

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 Drinks which defect or deficiency the Insured by himself or his employees or agents has knowledge of or has reason to sususpect 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.

LM005 DEFECTIVE SANITARY ARRANGMENTS ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to include the Insured's legal liability directly caused by defective sanitary arrangements within that Section of the premises that is occupied by the Insured.

PROVIDED THAT the sanitary pipes are checked by a competent person at regular intervals.

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

LM006 LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriageway or throughfare in connection with:

- (a) The bringing of the load to such vehicle for loading thereon
OR
- (b) The taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

PROVIDED ALWAYS THAT the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in this Policy.

Also provided always that such persons performing the loading or unloading are not entitled to indemnity in any other policy or policies.

LM007 SPORTS AND SOCIAL CLUB CLAUSE

This policy is extended to indemnify the Insured against legal liability as defined in the policy for accidents arising out of sports and social activities organised by the Insured other than legal liability arising out of Motor Vehicle owned, hired or driven by any person employed by the Insured.

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

LM008 NEON SIGNS AND SIGNBOARDS CLAUSE

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Neon Sign and Signboards installation the property of the Insured.

Warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the neon signs and signboards installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Company.

So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said Neon Signs and Signboards after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting same.

PROVIDED ALWAYS THAT the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in this Policy.

LM009 FIRST AID FACILITIES CLAUSE

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 error or omission, or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.

LM010 PLANT AND MACHINERY

It is hereby understood and agreed that this Policy extends to indemnify the Insured's legal liability for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any plant and machinery in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured. However, should such plant and machinery be specifically insured under any other policy for third party liability insurance or any insurance which is required by virtue of any legislation relating to such plants and machinery the Company will not indemnify the Insured nor be called upon to contribute under this Policy for any liability attributed to the use of such plant and machinery.

LM012 CYBER LIABILITY CLAUSE

It is hereby understood and agreed that this insurance shall not indemnify the insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the insureds own website, Internet side, web address and/or via the transmission of electronic mail or documents by electronic means.

E & OE / 19.12.01

LM013 ASBESTOSIS EXCLUSION CLAUSE

This insurance excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) asbestos, or
- (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

LM014 LATEX EXCLUSION CLAUSE

Notwithstanding any other provision of this policy, it is hereby agreed that this policy shall not apply to and the Company shall have no liability hereunder to the Insured in respect of any Bodily Injury, Personal Injury, or Loss of or Damage to Property arising out of Latex based products including but not limited to examination gloves, surgical gloves, balloon catheters which may lead to latex allergy claims including irritant or allergic contact dermatitis and allergic reaction to latex protein or allergen. Latex protein or allergen shall be considered a Pollutant if released or dispersed within healthcare premises and any such claims shall also be excluded.

LM015 ELECTROMAGNETIC FIELDS EXCLUSION

This section of the policy does not apply to liability or indirectly out of, caused by or in connection with magnetic, electric or electromagnetic fields or their radiation or interaction in the form of an electromagnetic wave, howsoever caused or generated, or diminution of property value.

LM016 GUESTS' EFFECTS CLAUSE

It is hereby declared and agreed that this Policy extends to cover the legal liability of the Insured in respect of loss or damage to the personal effects of the Insured's guests occurring at the place or places of which this Policy applies. The amount of indemnity being limited to RM250/- in respect of any one accident or series of accidents arising out of one event and RM1,000/- in the aggregate in respect of all accidents occurring during any one period of insurance.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTIONS – GROUP PERSONAL ACCIDENT AND KEYMAN PERSONAL ACCIDENT WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

PM001 RIOT, STRIKE AND CIVIL COMMOTION CLAUSE

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that this Policy extends to cover death or disablement resulting from strike, riot and civil commotion providing the Insured person is not actively engaged or taking part therein.

PM002 MOTORCYCLING CLAUSE

The Policy extends to cover death or disablement resulting from motorcycling, but excluding death or disablement directly or indirectly as a result of participating in racing or competition of any kind on motor cycle.

PM003 HUNTING CLAUSE

It is agreed that this Policy is extended to cover death or disablement arising from or whilst engaged in hunting. This extension shall not operate if the Insured or life assured is hunting beyond the territories of Malaysia.

PM004 HIJACKING

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy extends to cover death and/or disablement arising from hijacking.

PM005 CHARTERED FLIGHT AND FARE-PASSENGER ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to include death or disablement as within defined in the Policy whilst the Insured is travelling as a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.

PM006 SCUBA-DIVING CLAUSE

It is hereby declared and agreed that the Policy is extended to cover death or disablement sustained by the Insured person arising from or whilst engaged in scuba diving at a depth not exceeding 60 feet and the Insured Person must be certified as a scuba diver by a professional diving association.

PM007 AUTOMATIC ADDITION AND DELETION CLAUSE (30 DAYS)

Additional new employees will automatically be held covered under this policy provided that notice of each additional new employee to be covered under this policy be advised by the Insured within 30 days of the date of commencement of employment and the appropriate additional premium paid.

Deletion of lives insured will be similarly effected from the date of termination of employment.

PM008 DISAPPEARANCE AND EXPOSURE CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that if after a period of one year has elapsed and the Company having examined all evidence available, shall have no reason to suppose other than an accident has occurred and that a Court of Law has pronounced such insured person to be missing and legally found dead, the disappearance shall be considered to constitute a claim under this policy.

It is further agreed that if at any time after payment has been made the insured person is found to be living, any sums paid by the Company in settlement of claim shall be refunded to them.

It is hereby declared and agreed that in the event of the insured person or life assured after having sustained accidental injury arising from events insured hereunder be exposed to the elements of nature resulting in death, the Company shall agree to compensate the insured subject to the terms, limitations, conditions and exclusions.

It is further declared and agreed that in the event of such claims for compensation a properly constituted judicial body of enquiry shall affirm that the insured person or life assured have died of exposure after having sustained accidental injury arising from an insured event.

PM009 UNPROVOKED MURDER AND ASSAULT

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

PM010 LIMIT ANY ONE CONVEYANCE

It is hereby declared and agreed that compensation payable in respect of death or disablement occurring whilst a number of Lives Insured are to the Insured's knowledge travelling in the same conveyance shall be limited to a maximum of as mentioned in the policy schedule. In the event the aggregate exceeds the said amount, the Company shall settle the claims of the respective Lives Insured on proportionate basis.

PM011 AMATEUR SPORTS CLAUSE

It is hereby declared and agreed that notwithstanding herein contained to the contrary, the benefits provided by this Insurance are payable in the event of death or permanent disablement arising whilst the life assured is engaged in indoor or outdoor sport as an amateur. EXCEPT as varied by this Memorandum the terms and conditions of this Policy including any endorsement shall remain unaltered.

PM012 SUFFOCATION THROUGH SMOKE, FUMES AND POISONOUS GAS

It is hereby declared and agreed that this Policy is extended to cover death or permanent disablement to the Insured Life arising from accidental suffocation through smoke, fumes and poisonous gas.

PM013 INSURABLE INTEREST - SPECIAL CLAUSE (W.E.F. 01.01.2006)

In the event the insured does not have insurable interest over the insured persons, all payable claims will be settled directly with that particular insured person or that insured person's legal representative.

PM014 FOOD & DRINK POISONING

It is hereby declared and agreed that this Policy extends to cover death or disablement arising from food and drink poisoning provided that the insurers shall not be liable for any claim for such injury arising out of or in connection with the insured's own wilful act or intentional act.

PM015 COMPULSORY BASIS

At both quotation stage and policy issuance, we should warrant that all employees of the insured are covered under this policy on a compulsory basis.

PM016 NATURAL PERILS

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy extends to cover death and / or disablement arising from natural perils such as earthquake, volcanic eruption, tidal waves and lightning

PM017 DROWNING

It is agreed that the Policy is extended to cover death or disablement arising from drowning.

PM018 INTOXICATION BY DRUGS

It is hereby declared and agreed that this Policy extended to cover death and/or bodily injury sustained by the Insured Person due to drug toxic condition which occurs suddenly (drugs must be prescribed by a registered medical practitioner).

PM019 ANIMAL ATTACKS AND INSECT BITES

It is hereby declared and agreed that this Policy is extended to cover death or permanent disablement arising from animal attacks and insect bites (exclude death/bodily injury caused by sickness, disease or medical disorder).

PM020 LOSS NOTIFICATION CLAUSE (30 DAYS)

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertently delays, errors or omissions in notifying the Insurers of any circumstances or events giving rise or likely to give rise to a claim under this Policy, but limited to thirty (30) days from the date of accident.

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

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF THE SECTIONS - EQUIPMENT ALL RISKS, BURGLARY, MONEY OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GC152 THEFT BY DECEPTION (CHEATING) CLAUSE

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

Cheating as defined in the Penal Code is as follows:-

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

GC153 CRIMINAL BREACH OF TRUST CLAUSE

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

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

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

GM002 HOLD UP / ARMED ROBBERY CLAUSE

It is hereby declared and agreed that this policy is extended to cover the risk of Armed Robbery/Hold Up inside the premises described herein.

It is further declared and agreed that the words 'Armed Robbery/Hold Up' shall mean taking of insured property

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

All other terms and conditions remain unchanged.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF THE SECTIONS - BURGLARY, MONEY, PLATE GLASS OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GC154 STRIKE, RIOT & CIVIL COMMOTION CLAUSE (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium this Policy shall extend to include loss of or damage to the Interest Insured directly arising from or caused by Strike, Riot and Civil Commotion which for the purpose of this Clause shall mean:-

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 the Exclusions below.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
3. The wilful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

EXCLUSIONS

Provided always that the Company shall not be liable for any loss of or damage to the interest Insured occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:-

- (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 any person on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers alleges that by reason of the provisions of the Exclusions 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.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF THE SECTIONS - EQUIPMENT ALL RISKS, BURGLARY, PLATE GLASS OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

GM001 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 hazard.

GM004 APPRAISEMENT CLAUSE

If the aggregate claim for any one loss destruction or damage does not exceed RM5,000/- or 5% of the Sum Insured whichever is the lesser amount by the Item or Items affected no special inventory or appraisal of the undamaged property shall be required.

If two or more buildings be included in a single item this Memorandum shall apply to the range of building and/or contents by the Item or Items affected.

GM008 ALTERATIONS AND REPAIRS

It is hereby declared and agreed that workmen are allowed on or about the insured property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTIONS – EQUIPMENT ALL RISKS, BURGLARY, MONEY, FIDELITY GUARANTEE, PLATE GLASS AND PUBLIC LIABILITY OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

CP009 SANCTIONS CLAUSE

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any Insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES SHALL APPLY TO AND FORM PART OF SECTIONS – EQUIPMENT ALL RISKS, BURGLARY, MONEY, FIDELITY GUARANTEE, PLATE GLASS, PUBLIC LIABILITY, GROUP PERSONAL ACCIDENT AND KEYMAN PERSONAL ACCIDENT OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO

CP001 DATE RECOGNITION CLAUSE (CASUALTY/LIABILITY CATEGORY AND MIXED PROPERTY/CASUALTY/LIABILITY CATEGORY)

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

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

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

Subject otherwise to the terms and conditions of the Policy.

CP002 WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
or
2. any act of terrorism.
For the purpose of this endorsement 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
NMA2919

CP003 IT 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 or 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 and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of 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.

CP008 GOODS AND SERVICES TAX ('GST')

Please be informed that the Goods and Services Tax ('GST') will be implemented by the Government of Malaysia with effect from 1 April 2015 at a rate of six (6) per centum.

Zurich Insurance Malaysia Berhad reserves the right to collect from you an amount equivalent to the GST payable on the applicable premium for the policy period, or in the event that the policy period commences before but expires after 1 April 2015, to collect from you an amount equivalent to the GST payable on the applicable premium calculated from 1 April 2015 on a pro-rated basis.

Your obligation to pay GST shall form part of the Terms and Conditions in your insurance policy.

CPW001 PREMIUM WARRANTY

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

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium 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 providing 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.

Subject otherwise to the Terms and Conditions of this Policy.

GM003 BREACH OF CONDITIONS CLAUSE

The conditions and warranties of this policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any Condition or Warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risks.

Note:

In the event of discrepancy, ambiguity and conflict in interpreting any term or condition, the English version shall prevail and supersede the Bahasa Malaysia version.

Zurich Insurance Malaysia Berhad (8029-A)

11th Floor, Menara Zurich, No. 12, Jalan Dewan Bahasa, 50460 Kuala Lumpur, Malaysia

Tel: 03-2146 8000 Fax: 03-2142 5863 Call Centre: 1-300-888-622

E-mail: ZurichCallCentre@zurich.com.my

ZURICH®



ZURICH®

The trademarks depicted are registered in the name of Zurich Insurance Company Ltd in many jurisdictions worldwide.



ZURICH®