

# Optimuz

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## POLICY

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

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

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

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

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

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

The Company agrees subject to the Terms, Limits, Exceptions, Provisions and Conditions contained herein or endorsed or otherwise expressed under each Section of this Policy, the Company will pay or make good or indemnify the Insured for loss or damage of Insured's property or legal liability against the third party as further described by each Section which happen during the policy period stated in the Policy Schedule or during further period agreed by the Company provided that the limit in no case exceed the sum insured stated in the Policy Schedule or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Company.

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# The Policy Cover

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## Section – Fire

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

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

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

### 1. For Consumer Insurance Contracts

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

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

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

### For Non-Consumer Insurance Contracts

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

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

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.
3. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby Insured. Such notice should be given and endorsed by the Company in this Policy before the occurrence of any loss or damage.

4. All Insurance under this Policy

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (3) on rent or other subject matter of Insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

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

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

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

5. (1) This insurance does not cover:

- (a) Loss by theft during or after the occurrence of a fire.
- (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 8(f)] or by its undergoing any heating or drying process.
- (c) Loss or damage occasioned by or through or in consequence of
  - (i) The burning of property by order of any public authority
  - (ii) Subterranean Fire
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

- (2) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of this Condition 5(2) only combustion shall include any self- sustaining process of nuclear fission.

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

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

(e) Any act of terrorism

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

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

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

7. This insurance does not cover any liability for: Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

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

8. Unless otherwise expressly stated in this 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, coins or paper money, cheques, books of account or other business books, or computer systems records.
  - (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
  - (g) Explosives
  - (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy,
  - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.
9. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:
- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
  - (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
  - (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
  - (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.
  - (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Insured's property is situated has been issued.
10. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.
11. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.
12. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - (b) Particulars of all other Insurances, if any.

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

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

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

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

14. On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-

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

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

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

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

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

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

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

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

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

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

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

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

19. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
20. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
21. In the event of a loss, the insurance hereunder shall be maintained in force for the full sum insured and the insured shall be liable to pay an additional premium at the rate stated on the policy calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current period of insurance.
22. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
23. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
24. Every notice and other communication to the Company required by these Conditions must be written or printed.
25. This Policy and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the said Schedule shall bear such meaning wherever it may appear.

**THE FOLLOWING SECTIONS – FIRE CONSEQUENTIAL LOSS, EQUIPMENT ALL RISKS, BURGLARY, MONEY, FIDELITY GUARANTEE, PLATE GLASS, PUBLIC LIABILITY, GROUP PERSONAL ACCIDENT AND KEYMAN PERSONAL ACCIDENT INSURANCES ARE OPTIONAL SECTIONS AND SHALL APPLY TO AND FORM PART OF THIS POLICY WHEN SPECIFICALLY MENTIONED IN THE POLICY SCHEDULE OR ENDORSED THERETO.**

## **Section – Fire Consequential Loss**

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

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

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

Then the Company will pay to the Insured in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

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

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

## **CONDITIONS**

### **1. DUTY OF DISCLOSURE**

The Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the insured's contract of insurance.

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

### **2. PREMIUM PAYMENT**

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

### **3. OTHER INSURANCE**

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

### **4. DISPLACEMENT**

Immediately upon any fall or displacement

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

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

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

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

### **5. EXCLUDED INTERRUPTION LOSS**

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

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

### **6. EXCLUDED COVER**

This insurance does not cover:-

Loss occasioned by or happening through or in consequence of:-

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

## **7. EXCLUDED COVER**

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

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

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

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

## **8. CHANGE IN RISK**

The insurance by this Policy shall cease if:-

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

## **9. INCREASE IN RISK**

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

## **10. CANCELLATION**

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

## **11. CLAIM PROCEDURE**

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

## **12. FRAUD**

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

## **13. CONTRIBUTION**

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

## **14. SUBROGATION**

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

## **15. ARBITRATION**

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

## **16. REINSTATEMENT OF SUM INSURED**

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

## **17. TIME LIMITATION**

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

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

unless the claim is the subject of pending action or arbitration.

## **18. MEANING**

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

## **19. NOTICE**

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

## Section – Equipment All Risks

Now This Section Witnesseth that if at any time during the Period of Insurance stated in the Policy Schedule hereto or during any further Period for which the Company may accept payment for the renewal or extension of this Policy, the Property or any part thereof be lost or damaged by any of the Contingencies whilst in the Situation then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

### Exceptions

The Company shall not be liable for:-

1. The first amount of each and every loss or damage described in the Schedule as the Excess
2. Loss of or damage to (applicable to mobile equipment):-
  - (a) accessories and /or parts unless the equipment is stolen or damaged at the same time.
  - (b) tyres or wheels or tracks unless the equipment is also damaged at the same time
  - (c) the canopy unless caused by or resulting from the overturning of the equipment
3. Loss or damage sustained (applicable to mobile equipment):-
  - (a) outside the Territorial Limit stated in the Schedule
  - (b) if the equipment is licensed for road use and for which a certificate of Motor Insurance is required.
  - (c) whilst in transit (including loading and unloading)
  - (d) whilst the Equipment is used
    - (i) for racing pace-making reliability trial demonstration or speed testing
    - (ii) for carriage of passengers
    - (iii) whilst drawing a trailer or towing any vehicle unless such towed vehicle is not towed for reward,
    - (iv) not in connection with the Insured's business
  - (e) whilst the Equipment is operated by anyone who is under the influence or intoxicating liquor or drugs.
  - (f) whilst the Equipment is operated by unauthorized driver / operator or by anyone who is not the insured or not in the insured's employ and is driving / operating without his order or without his permission.
  - (g) whilst the Equipment is operated on board any waterborne vessel.
4. Any consequential loss or legal liability whatsoever.
5. Loss or damage to records films or tapes other than by fire or theft (and then only for the value as unused material).
6.
  - (a) loss or damage caused by any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions or any other gradually operating cause
  - (b) loss or damage caused by mechanical or electrical breakdown or wear and tear
  - (c) loss or damage caused by overloading or strain.
  - (d) loss or damage arising from rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring, renovating or dismantling
7. Loss or damage arising from detention confiscation destruction or requisition by Customs House or other Officials or Authorities or by seizure or sale under any process of Law or abandonment of the Property
8. Loss or damage directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any of the following occurrences namely
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) or civil war
  - (b) mutiny, strike riot and civil commotion, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the event or causes which determine the proclamation or maintenance of martial law or state of siege
  - (c) any act of any person acting 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 the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences.
  - (d) delay, seizure, confiscation or detention by Government Authorities or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the loss or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
  - (e) any act of terrorism
9.
  - (a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) Loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## **SPECIAL CONDITIONS APPLICABLE TO SECTION – EQUIPMENT ALL RISKS**

1. The Company may at any time at its own expense use all legal means in the name of the insured for recovery of any of the Property lost and the Insured shall give all reasonable assistance for the purpose. The Company shall be entitled to any Property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.
2. If a claim be made or on behalf of the Insured which shall be respect unfounded or fraudulent or intentionally exaggerated if any false declaration be made in support thereof or if any loss or damage be occasioned by or through the willful act or with the knowledge or connivance of the insured or any person acting on behalf of the Insured or the dishonest act of any person to whom the Equipment is entrusted, no claim shall be payable under this Policy.

## **Section – Burglary**

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

- A. The Property Insured or any part thereof described and included in the Policy Schedule hereto whilst contained in the Premises described in the said Policy Schedule shall be lost:-
  - (1) By Theft consequent upon actual forcible and violent breaking into or out of the said Premises by any person or persons (other than employees), or
  - (2) As a result of armed robbery or robbery with violence.
- B. There shall arise any damage to the said Property Insured or to the Premises, falling to be borne by the Insured, due to any such Theft as aforesaid or any attempt thereat.

The Company will pay or make good to the insured:-

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

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

Provided Always That the Premises mentioned in the Policy Schedule shall not include any yard, garden, outbuilding, or other appurtenance unless specifically included in the Policy Schedule hereto.

### **EXCEPTIONS**

The Company shall not be liable in respect of:-

1. Shortages due to unaccountable and/or inventory loss except where a possibility of theft as aforesaid exists.
2. Loss or damage due to any such theft as aforesaid or to any attempt thereat by or in collusion with any of the Insured's family, business staff or domestic servants, or any person lawfully on the Premises.
3. Damage to glass or any decoration or lettering thereon.
4. Loss or damage occasioned by fire or explosion.
5. Loss or damage to medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books unless specifically included in the Policy Schedule.
6. Loss or damage directly or indirectly occasioned by happening through or in consequence of depreciation, requisition or compulsory sale (whether under statute or otherwise) or seizure by any Authority.
7. Loss or damage arising whilst the Premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Policy Schedule unless the written consent of the Company shall have previously been obtained and an additional premium required by the Company has been paid.

8. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strikes, civil commotion, military or usurped power, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the aforesaid occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
9. Loss or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss or any liability of whatsoever nature:-
  - (a) Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION - BURGLARY**

1. First Loss (Without Average)  
It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Section is issued on a first loss insurance on the property described in the Policy Schedule of this Section of the Policy.
2. The Company may reinstate, repair or replace the property or premises lost or damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other insurers in so doing in cases where the property is also insured elsewhere. Upon payment of any claim for loss under this Section the property in respect of which the payment is made shall belong to the Company.
3. All locks, bolts and other protective devices fitted to the premises must be engaged after business hours.

## **Section – Money**

Now This Section Witnesseth subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon the Company will indemnify the Insured against loss of money, i.e. cash, bank notes, currency notes, cheques, bills of exchange, postal orders, money orders, postage or other stamps having a monetary value by any cause whatsoever under the "Circumstances" described herein actually occurring within the territorial limits and during the Period of Insurance as stated in the Policy Schedule hereto or during any other further period for which the Company may accept payment for the renewal or extension of this Policy.

#### **Exceptions**

The Company shall not be liable in respect of:-

1. Shortages due to clerical or accounting errors and loss due to errors in receiving or paying out.
2. Loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured.
3. Loss or damage arising from an unattended vehicle.
4. Loss or damage occurring on premises which at the time of loss or damage are closed unless the money is in a locked safe or strong room.
5. Loss or damage occurring outside the territorial limits stated in the Schedule.
6. Any consequential loss whatsoever.
7. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strikes, civil commotion, military or usurped power, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accident, loss or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the aforesaid occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

8. Loss or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss or any liability of whatsoever nature:
  - (a) Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
  - (c) Any act of terrorism
  
9. Loss or damage directly or indirectly occasioned by, happening through or in consequence of depreciation confiscation requisition and compulsory sale (whether statute or otherwise) or seizure by any Authority.

## **THE CIRCUMSTANCES**

### **SECTION A: MONEY IN TRANSIT:**

- (i) From the Bank to the Insured's Premises for the payment of wages, salaries, other earnings or petty cash from the time the money is received at the Bank by the authorised employees or representatives of the Insured until delivered at the Insured's Premises and (except in regard to petty cash) whilst there until paid out; provided that all money not paid out on the day on which it is received from the Bank, be secured in the Insured's locked safe or strongroom after business hours. Cheques drawn by the Insured to provide for such payments are covered in transit from the Insured's Premises to the Bank.
  
- (ii) From the Insured's Premises to the Bank whilst in the personal custody of the Insured's authorised employees or representatives.
  
- (iii) From the time of receipt and until delivered to the Insured's Premises or Bank by the Insured's authorised employees or representatives provided that all money be so delivered on the same day as it is received.

### **SECTION B: MONEY IN PREMISES**

Money whilst in the Insured's premises and kept in locked safe or strongroom or locked drawers or locked cabinets or locked cash register or locked petty cash box following forcible and violent entry upon the Premises or as a result of armed robbery or robbery with violence; provided the liability of the Company shall be limited to the amount of money shown in the Insured's record at the time of loss but not exceeding the Limit of Liability shown in the Policy Schedule of this Policy.

IT IS WARRANTED that this Insurance does not cover loss of money from safes or strongrooms or drawers or cabinets or cash registers or petty cash box following the use of keys to the said safes or strongrooms or drawers or cabinets or cash registers or petty cash box unless the keys are obtained by threat or violence.

IT IS FURTHER WARRANTED that whenever the Premises are left unattended, the keys and record of combination numbers are removed from the Premises by the Insured or some other responsible person nominated by him.

This policy is extended to included damage to premises, safes, strongroom, drawers, cabinets, cash registers and petty cash box resulting from breaking into or breaking out, actual and attempted theft / burglary of the said premises but only limited to RM2,000/- any one event.

### **SPECIAL CONDITIONS APPLICABLE TO SECTION - MONEY**

1. The Company may at any time at its own expense use all legal means in the name of the Insured for recovery of any of the property lost and which forms the subject of a claim under this Section and the Insured shall give all reasonable assistance for that purpose. Any money recovered after the settlement of any claim hereunder shall be the property of the Company not exceeding however the amount paid by the Company in respect of such claim.
  
2. The Premium hereunder and all Renewal Premiums that may be accepted in respect of the transit risks are to be regulated by the amount of money as described in the Schedule covered during the current Period of Insurance. A proper record shall be kept in the books of the Insured of all such money in transit so insured. The Insured shall at all times allow the Company to inspect such books and within 30 days from the expiry of each Period of Insurance shall supply the Company with a correct account of all such money in transit by this Section during the said period. If the ascertained amount shall differ from the estimated amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

## Section – Fidelity Guarantee

Now This Section Witnesseth that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon in consideration of the Employer having paid or agreed to pay the Company the Premium stated in Policy Schedule.

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

- (a) During the Period of Indemnity stated in the Policy Schedule and,
- (b) During the uninterrupted continuance of employment of the relevant Employee and,
- (c) In connection with the occupation and duties of the relevant Employee.

Provided Always that the Company shall not be liable:-

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

### SPECIAL CONDITIONS APPLICABLE TO SECTION – FIDELITY GUARANTEE

1. Subject always to the agreement of the Company, the affixing of the appropriate endorsement hereto and payment by the Employer of such additional premium as the Company may in each case demand, the Employer shall be entitled at any time during the currency of this Section to add to the Policy Schedule hereto the names of further employees provided always that every proposal or statement in writing by the Employer in relation to the making of such employee or employees the subject of the said guarantee shall be deemed to be incorporated into the basis of this contract and be subject to the same obligations as though such proposals or statements were incorporated in the original proposal, declaration or correspondence herein before referred to.
2. This agreement is entered into on the condition that the business of the Employer shall be conducted and the duties of the employees and the checks to be kept upon their accounts shall be in every particular in accordance with the statement provided by the Employer in applying for the guarantee and if during the existence of this agreement any change shall be made in any of the matters referred to in the said statement without the previous consent or approval in writing of the Company, or if any suppression, misrepresentation or misstatement of any fact affecting the risk of the Company be made at time of payment of the first or any subsequent premium, or if the Employer shall continue to entrust an employee with money or goods after having discovered any act of dishonesty on his part, this agreement shall be null and void and all premiums paid thereon forfeited to the Company.
3. Immediately the Employer shall become aware of any circumstances giving rise or likely to give rise to a claim under this Section the Employer or this representative shall immediately give notice thereof to the Company stating if known the whereabouts of the relevant Employee and particulars of the acts or defaults then discovered and shall within three months after notice deliver to the Company full details of the claim and shall furnish proof of the correctness of such claim.
4. In the event of a claim all books of accounts of the Employer and any accountant's reports thereon shall be open to the inspection of the Company and the Employer shall give all information and assistance to enable the Company to obtain reimbursement from the relevant Employee or his estate of any monies which the Company shall have paid or become liable to pay under this Section.
5. The Employer shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting the relevant Employee to conviction for any criminal act which the relevant Employee shall have committed and in consequence of which a claim shall have been made under this Section.
6. Any monies of the relevant Employee in the hands of the Employer and any monies which but for any act of fraud or dishonesty would have been due to the relevant Employee from the Employer shall be deducted from the amount otherwise payable under this Section.
7. If at the time of any claim arising under this Section there be any other subsisting guarantee or security in respect of the acts or defaults of the relevant Employee the Company shall not be liable to pay or contribute more than its rateable proportion of such claim,

## Section – Plate Glass

Now This Section Witnesseth that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon if at any time during the Period of Insurance stated in the Policy Schedule or during any period for which the Company may accept payment for the renewal of this Policy there shall happen any breakage of glass described in the Policy Schedule (including any writing painting or ornamentation thereon or alarm tapes if such are specifically included in the Policy Schedule) the Company will at its option reinstate such glass or pay to the Insured the cost of reinstatement.

Provided That The Company's liability to reinstate or pay reinstatement costs pursuant to this Section shall be limited to the Sum Insured stated in the Policy Schedule.

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

### EXCEPTIONS

The Company shall not be liable for:-

- (a) Breakage during removal of or alteration to the glass or during alteration to the premises or fittings
- (b) Loss or damage to frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions
- (c) Cracked or imperfect glass
- (d) Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass
- (e) Breakages arising out of fire, explosion, earthquake, volcanic eruption, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, strike, riot, civil commotion, military or usurped power or confiscation or destruction by order of any Government or Public Authority and in the event of a claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof, and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (f) Breakages loss or damage directly or indirectly caused by contributed to by or arising from:-
  - (i) ionizing radiation or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission
  - (ii) nuclear weapons material
  - (iii) any act of terrorism.

### SPECIAL CONDITIONS APPLICABLE TO SECTION – PLATE GLASS

1. First Loss (Without Average)  
It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Section is issued on a first loss insurance on the property described in the Policy Schedule of this Section of the Policy.
2. The Company may proceed against any person or persons in the name of the Insured to recover compensation for the loss sustained by such breakage and the Insured shall give all reasonable assistance as the Company may require.
3. In the event of breakage for which the Company is liable the broken glass shall become the absolute property of the Company as salvage and the Insured shall take all precautions to prevent further breakage or loss arising to such salvage and shall allow the representatives of the Company to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.
4. The Insured shall give immediate notice to all or any circumstances which materially affect the risks covered by this Section and particularly if any alterations be made to any of the glass mentioned in the Policy Schedule hereto or if any repairs or alterations take place in or about the premises in which it is fixed or if there shall be any change in the tenancy or occupancy of the premises or the business carried on therein or if the premises shall become unoccupied.

## Section – Public Liability

Now This Section Witnesseth that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed or otherwise expressed hereon, the Company will grant the Insured the Indemnity as defined herein in respect of liability arising from accidents occurring during the Period of Insurance stated in the Policy Schedule or during any Period for which the Company may accept payment for the renewal of this Policy.

PROVIDED THAT the liability of the Company for compensation to any claimant or claimants shall be limited:-

- (a) In respect of any one accident (the expression “ accident “ meaning any one accident or series of accidents arising out of one event irrespective of the number of claims that may arise therefrom) to the sum stated in the Policy Schedule.
- (b) During any one Period of Insurance to the sum stated in the Policy Schedule.

### EXCEPTIONS

The indemnity expressed in this Section shall not apply to or include:-

1. liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
2. liability in respect of injury to any person who at the time of sustaining such injury is a member of the Insured's own family or is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependant under any Workmen's Compensation Legislation or any legislation relating to occupational injury.
3. liability in respect of loss of or damage to property:-
  - (a) belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.
  - (b) being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.
  - (c) caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging to or in the charge or under the control of the Insured.
4. liability in respect of injury or damage caused by or in connection with or arising from:-
  - (a) the ownership or possession or use by or on behalf of the Insured of any animal cycle vehicle locomotive vessel of any kind aircraft lift elevator escalator crane hoist or other lifting machinery not specified in the Policy Schedule under the heading of Plant.
  - (b) work which is being undertaken or has been undertaken by the Insured to any watercraft or thing made or intended to float on or in travel through water or space.
  - (c) fire earthquake explosion flood fumes or water pollution.
  - (d) defective sanitary installation.
  - (e) property goods food or drink or the containers thereof sold supplied or constructed or property or goods which have been repaired altered renovated serviced or installed and no longer in the Insured's possession or control, or poisoning or contamination of any kind.
  - (f) error or omission in design specification or advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured but the words advice remedial or other treatment shall have no application in respect of any employee of the Insured acting in the capacity of Industrial Nurse on behalf of the Insured.
  - (g) breach of professional duty by reason of any act, error or omission, whenever or wherever committed alleged to have been committed.
5. liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support.
6. liability for any consequence whether direct or indirect of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection Riot Civil Commotion Military or Usurped Power and in the event of any claim hereunder the Insured shall when so required by the Company prove that the claim arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof of the Company shall not be liable to make any payment in respect of such a claim.
7. liability of whatsoever nature resulting from or arising from or any consequential loss:-
  - (a) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
8. liability of whatsoever nature for:-
  - (a) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
  - (b) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - (c) fines, penalties, punitive or exemplary damages.

9. Any consequential loss of any kind or description whatsoever

#### **THE INDEMNITY**

Subject to the Limit of Liability stated in the Policy Schedule the Company will indemnify the Insured in respect of:-

- (a) All sums which the Insured shall become legally liable to pay for compensation in respect of
1. Accidental bodily injury to any person
  2. Accidental damage to property
- caused on or about The Premises in connection with the Business of the Insured as stated in the Policy Schedule.
- (b) All costs and expenses of litigation
1. Recovered from the Insured by any claimant or claimants
  2. Incurred with the written consent of the Company
- in respect of a claim against the Insured for compensation to which the Indemnity expressed in the Policy applies.

#### **JURISDICTION CLAUSE**

The Indemnity expressed in this Policy shall not apply to or include:-

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

#### **DEDUCTIBLE CLAUSE**

The Company shall not be liable for the deductible stated in the Policy Schedule to be borne by the Insured in any one occurrence.

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION – PUBLIC LIABILITY**

1. The Insured shall give notice to the Company of any accident or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative.
2. The Insured shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over the conduct in the name of the Insured the defense of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. If it shall so desire the Company may at any time or stage of proceeding discharge its liability hereunder by paying to the Insured the Limit of Liability in respect of any one accident or the balance of such Limit of Liability if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations, action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Insured may claim to have sustained by reason of the Company having acted as herein provided.
4. If at the time of any claim arising under this Section there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
5. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days give notice to the Company and shall pay such additional premium as the Company may require.
6. The Insured shall exercise reasonable care that only steady sober and competent employees are employed that all buildings way works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all by-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Section until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector, the Company may give notice in writing to the Insured and there upon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be made good or remedied removed to the satisfaction of the Company.

## Section – Group Personal Accident

Now This Section Witnesseth that if during the Period of Insurance the Insured Person shall sustain bodily injury caused by accidental means which injury shall solely and independently of any other cause result in the Insured Person's death or disablement as hereinafter defined or necessitate medical and surgical treatment as hereinafter defined, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Section pay to the Insured or in the event of death, to the Insured Person's legal personal representative the sum or sums of money specified in the Policy Schedule.

### COVERAGE

BODILY INJURY caused by Accidental means which injury shall solely and independently of any other cause result in:-

Benefit A	Accidental Death or Permanent Disablement occurring: within twelve (12) months of bodily injury	The scale of compensation is stated in the Table of Benefits for Accidental Death and Permanent Disablement
	A Funeral and Cremation allowance at 10% of the Capital Sum Insured or RM2,000.00 whichever is lower shall be payable on accidental death of the Insured Person	
Benefit B1	Temporary Total Disablement:	Weekly amount at the rate stated in the Policy Schedule attached
Benefit B2	Temporary Partial Disablement:	Weekly amount at 50% of the rate stated for Benefit B1
Benefit C	Accidental Hospital Income:	Weekly amount at the rate stated in the Policy Schedule attached
Benefit D	Travelling Allowance:	Weekly amount at RM100.00 subject to a maximum limit of RM1,000 per accident
Benefit E	Accidental Medical Expenses:	Reimbursement of expenses incurred per accident up to the amount stated in the Policy Schedule attached.

### DEFINITIONS

1. "Insured Person" shall mean each of the Persons described in the Policy Schedule attached as an Insured Person.
2. "Bodily Injury" shall mean injury suffered by the Insured Person anywhere in the world caused solely and directly by, accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder.
3. "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending to all the normal duties of his or her usual occupation, profession or business.
4. "Temporary Partial Disablement" shall mean disablement which prevents the Insured Person from attending to a substantial portion of his or her usual occupation, profession or business.
5. The aggregate maximum period payable in respect of any one injury under Items 3 and 4 shall not exceed 104 weeks from the commencement of the disablement.
6. "Accidental Hospital Income" shall mean the weekly amount payable for the period of confinement of the Insured Person in a hospital as a registered in-patient for the treatment of bodily injury. The maximum period payable for this benefit is 104 weeks.
7. "Hospital" shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which
  - (a) has organised facilities for diagnosis, treatment and major surgery;
  - (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
  - (c) is under the supervision of a physician; and
  - (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing or rest or convalescent home or home for the aged or similar establishment.

8. "Travelling Allowance" shall mean an amount of RM100.00 per week will be payable to the Insured Person's immediate family members for expenses incurred whilst travelling to and from hospital during the period the Insured Person is hospitalised as a result of an accident. The maximum amount payable is limited to RM1,000.00 per accident.
9. "Accidental Medical Expenses" shall mean medical and surgical expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred within twelve (12) months of bodily injury and paid by the Insured Person to a legally qualified medical practitioner, dentist or hospital for treatment of bodily injury but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

**TABLE OF BENEFITS**

Death and Permanent Disablement

- Accidental Death - The Capital Sum as per Policy Schedule attached  
 Permanent Disablement - The following percentages of the Capital Sum as per Policy Schedule attached

<b>Description of Disablement</b>	<b>Percentage of Capital Sum</b>
Loss of two limbs	)
Loss of both hands, or of all fingers and both thumbs	)
Total paralysis	)
Total insanity	)
Injuries resulting in being permanently bedridden	) 100%
Any other injury causing permanent total disablement	)
Loss of arm at shoulder	)
Loss of arm between shoulder and elbow	)
Loss of arm at elbow	)
Loss of arm between elbow and wrist	)
Loss of hand at wrist	)
Loss of leg	)
	- at hip )
	- between knee and hip )
	- below knee )
Loss of eye	) 50%
	- whole eye )
	- sight of )
	- sight of, except perception of light ) 50%
	- lens of ) 50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	- both phalanges 25%
	- one phalanx 10%
Loss of index finger	- three phalanges 10%
	- two phalanges 8%
	- one phalanx 4%
Loss of middle finger	- three phalanges 6%
	- two phalanges 4%
	- one phalanx 2%
Loss of ring finger	- three phalanges 5%
	- two phalanges 4%
	- one phalanx 2%
Loss of little finger	- three phalanges 4%
	- two phalanges 3%
	- one phalanx 2%
Loss of metacarpals	- first or second (additional) 3%
	- third, fourth or fifth (additional) 2%
Loss of toes	- All phalanges 15%
	- two great, both phalanges 5%
	- great one phalanx 2%
	- other than great, if more than one toe lost, each 1%
Loss of hearing	- both ears 75%
	- one ear 15%
Loss of speech	50%

Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Benefits.

Permanent total loss of use of member shall be treated as loss of member. Loss of speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefit A by that amount from the date of accident until the expiration of the Policy.

**Funeral and Cremation Allowance**

An amount at 10% of the Capital Sum Insured or RM2,000.00 whichever is lower shall be payable to the Insured's legal personal representative upon valid claims due to accidental death of Insured only. The maximum amount payable is RM2,000.00 irrespective of the number of policies issued to the Insured by the Company.

**Section – Keyman Personal Accident**

Now This Section Witnesseth that if during the Period of Insurance the Insured Person shall sustain bodily injury caused by accidental means which injury shall solely and independently of any other cause result in the Insured Persons's death or disablement as hereinafter defined or necessitate medical and surgical treatment as hereinafter defined, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Section pay to the Insured or in the event of death, to the Insured Person's legal personal representative the sum or sums of money specified in the Schedule.

**COVERAGE**

Bodily injury caused by Accidental means which injury shall solely and independently of any other cause result in accidental death or permanent disablement occurring within twelve (12) months of bodily injury. The scale of compensation is stated in the Table of Benefits for Accidental Death and Permanent Disablement.

**TABLE OF BENEFITS**

Death and Permanent Disablement  
 Accidental Death - The Capital Sum as per Policy Schedule attached  
 Permanent Disablement - The following percentages of the Capital Sum as per Policy Schedule attached

Description of Disablement	Percentage of Capital Sum
Loss of two limbs	)
Loss of both hands, or of all fingers and both thumbs	)
Total paralysis	)
Total insanity	)
Injuries resulting in being permanently bedridden	) 100%
Any other injury causing permanent total disablement	)
Loss of arm at shoulder	)
Loss of arm between shoulder and elbow	)
Loss of arm at elbow	)
Loss of arm between elbow and wrist	)
Loss of hand at wrist	)
Loss of leg	)
	- at hip )
	- between knee and hip )
	- below knee )
Loss of eye	)
	- whole eye )
	- sight of )
	- sight of, except perception of light ) 50%
	- lens of ) 50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	)
	- both phalanges 25%
	- one phalanx 10%
Loss of index finger	)
	- three phalanges 10%
	- two phalanges 8%
	- one phalanx 4%
Loss of middle finger	)
	- three phalanges 6%
	- two phalanges 4%
	- one phalanx 2%
Loss of ring finger	)
	- three phalanges 5%
	- two phalanges 4%
	- one phalanx 2%
Loss of little finger	)
	- three phalanges 4%
	- two phalanges 3%
	- one phalanx 2%
Loss of metacarpals	)
	- first or second (additional) 3%
	- third, fourth or fifth (additional) 2%
Loss of toes	)
	- All phalanges 15%
	- two great, both phalanges 5%
	- great one phalanx 2%
	- other than great, if more than one toe lost, each 1%
Loss of hearing	)
	- both ears 75%
	- one ear 15%
Loss of speech	50%

Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Benefits.

Permanent total loss of use of member shall be treated as loss of member. Loss of speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%. In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefit A by that amount from the date of accident until the expiration of the Policy.

**SPECIAL PROVISIONS APPLICABLE TO SECTIONS - GROUP PERSONAL ACCIDENT AND KEYMAN PERSONAL ACCIDENT**

**1. Disappearance**

It will be presumed that death has occurred if the Insured Person has been missing for twelve (12) consecutive months and the Company has examined all available evidence provided to support the conclusion that death was caused by an accident covered by this Section. If at any time after payment has been made by the Company for such claim, the Insured Person is found to be living, full refund shall be made to the Company.

**2. Exposure**

If as a result of an accident covered by this Section, the Insured Person is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Section, such specific loss will be covered subject to the terms of this Policy.

**EXCLUSIONS APPLICABLE TO SECTIONS - GROUP PERSONAL ACCIDENT AND KEYMAN PERSONAL ACCIDENT**

The Company shall not be liable for claims directly or indirectly caused by or which results from:-

1. The Insured Person engaging in or taking part in:-
  - (a) Armed forces, naval or air force service or operations;
  - (b) Professional sports, winter sports other than skating;
  - (c) Rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping, parachuting or any kind of race other than on foot;
  - (d) Air travel except 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.
  - (e) Criminal act or any illegal activities.
2. The Insured Person being affected by a drug unless the drug is taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug addiction.
3. Provoked murder or assault, intentional self - injury, suicide or attempted suicide or any attempt thereat while sane or insane.
4. Pregnancy, childbirth or pre - existing physical or mental defect or infirmity.
5. Deliberate exposure to exceptional danger (except in an attempt to save human life).
6. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
7. Direct participation in riot or civil commotion, invasion, acts of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection or military or usurped power.
8. Ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
9. War, civil war - whether declared or not.
10. Any act of terrorism

**SPECIAL CONDITIONS APPLICABLE TO SECTIONS - GROUP PERSONAL ACCIDENT AND KEYMAN PERSONAL ACCIDENT**

This Policy and the Schedule shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. The Insured shall give immediate notice in writing to the Company of any change in the Insured Person's occupation, business, duties or pursuits and pay any additional premium that may be required by the Company. Before each renewal of the Policy, the Insured must notify the Company in writing of any injury, disease, physical defect or infirmity of which the Insured Person has become aware or been affected.

2. On the happening of any accident which may give rise to a claim under this Policy:-
  - (a) Written notice stating details of the injury shall be given to the Company within fifteen (15) days of the accident causing such injury.
  - (b) The Insured Person shall procure and act upon proper medical or surgical advice as soon as practicable.
  - (c) All certificates, information and evidence required by the Company must be supplied at the expense of the claimant in the form pre-scribed by the Company.
  - (d) The Insured Person may have to undergo further medical examination as required by the Company at the expense of the Company.
  - (e) In the event of death of the Insured Person, the Company shall be entitled to have a post-mortem examination at their own expense and notice shall when practicable be given to the Company before interment or cremation stating the time and place of any inquest appointed.
3. This Policy is non-assignable and the Company shall not recognise or be affected by any trust charge lien or assignment relating to this Policy. Any receipt or discharge which the Insured or the Insured Person's legal personal representative may grant to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of any and every injury or contingency (including death) resulting to the Insured Person in consequence of the accident whether resulting before or after the date of such receipt or discharge.
4. No action at law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of one year after the time written proof of loss is required to be furnished.
5. If:
  - (a) any answer, disclosure or representation by You, before this contract of insurance is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect; or
  - (b) before this contract of insurance is entered into, varied or renewed, You have failed to disclose any fact You knew to be relevant to Our decision on whether to accept the risk or not and the rates and the terms to be applied; or
  - (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.
 then in any of the above cases, this Policy shall be void.

**GENERAL CONDITIONS APPLICABLE TO SECTIONS - EQUIPMENT ALL RISKS, BURGLARY, MONEY, PLATE GLASS OF THIS POLICY**

This Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the said Policy Schedule shall bear such specific meaning wherever it may appear.

1. Immediately upon the happening of any loss or damage or event giving rise or likely to give rise to a claim under this Policy, the Insured shall:
  - (a) give notice to the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person or persons and in tracing and recovering the property. (not applicable to Section – Plate Glass)
  - (b) give notice thereof to the Company in writing and within **fifteen (15)** days thereafter deliver to the Company a claim in writing and supply all such detailed particulars, proofs and evidence documentary or otherwise in support of such claim as may be reasonably required by the Company and particulars of all other insurances if any.

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

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

2. If at the time of the happening of any loss or damage covered by this Policy, there shall be subsisting any other insurance of any nature whatsoever covering the Property Insured or any part thereof, whether effected by the insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

Upon the happening of any such loss or damage, the Insured shall give notice to the Company of all other insurances effected by the Insured or on the Insured's behalf covering the Property Insured under this Policy shall be payable by the Company until such notice shall have been received by the Company.

Each item of this Policy shall be separately subject to this condition.

3. If the Property Insured shall at the time of any event giving rise to a claim under this Policy be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item of this Policy shall be separately subject to this Condition. (Applicable to items insured on Full Value basis)

4. Immediately upon the happening of any loss or damage to the Property Insured as described in the schedule of this Policy, the Total Sum Insured and the Sum Insured upon the various description of property which have been lost or damaged shall be reduced by the amount of the loss or damage occurring during the current Period of Insurance unless the Company, upon payment of an additional Premium, agrees to reinstate the full Sum Insured.
5. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is subject of pending action or arbitration.

**GENERAL CONDITIONS APPLICABLE TO SECTIONS - EQUIPMENT ALL RISKS, BURGLARY, MONEY, FIDELITY GUARANTEE, PLATE GLASS, PUBLIC LIABILITY, GROUP PERSONAL ACCIDENT, KEYMAN PERSONAL ACCIDENT OF THIS POLICY**

This Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the said Policy Schedule shall bear such specific meaning wherever it may appear.

1. The due observance and fulfilment of the Terms, Conditions and Endorsements of this Policy, in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.
2. All notices required to be given by the Insured to the Company must be in writing addressed to the Company and notice or knowledge of anything relating to this Policy or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given, and no alteration in the terms of this Policy, nor any endorsement thereon will be held valid unless the name is signed or initialled by an authorized representative of the Company.
3. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending **fourteen (14)** days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the policy shall be subject to the minimum premium to be retained by the Company.
4. The Company may at all reasonable times for the purpose of enquiry or examination by their authorized officials and agents may enter into any Premises or places to which this insurance applies or in which injury, illness, loss or damage has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination and the Insured shall give all necessary facilities in connection therewith.
5. The Insured shall at his own expense take all due, proper and reasonable precautions for the safety and protection of the property insured and/or comply with all reasonable recommendations of the Company to prevent loss, damage, liability and/or accidents and/or for the safety of the property and/or money insured; and/or shall comply with all statutory for the safety, use, storage and maintenance of the property insured as if it were not insured and/or exercise all care and diligence in the selection and supervision of employees and/or shall ensure that the doors and windows and any other means of entrance and/or shall not do, suffer or permit anything whereby the risk of the Company increased.
6. Nothing contained herein shall give any rights against the Company to any person other than the Insured, and the Company will not be bound by any passing of the interest of the insured otherwise than by death, unless and until the Company shall by endorsement hereon declare the insurance to be continued.
7. (a) **For Consumer Insurance Contracts**  
Where the Insured has applied for this Insurance wholly for purposes unrelated to the Insured's trade, business or profession, the Insured has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Insured applied for this insurance) i.e. the Insured should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance in accordance with the remedies in Schedule 9 of the Financial Services Act 2013.

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

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

**(b) For Non-Consumer Insurance Contracts**

Where the Insured has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured has a duty to disclose any matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

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

8. The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
9. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. The Insured may pay the amount of any applicable Excess/Deductible shown in the respective Sections of the Policy Schedule in respect of each claim the Insured makes under the Policy. The Excess/Deductible is payable by the Insured at such time required by the Company.
11. In the event of a conflict between the general terms, general conditions and exceptions and/or the clauses/warranties/endorsements stated herein and the special conditions, exceptions, clauses, warranties or endorsements stated under the Sections of the specific insurance cover stated hereinafter, the latter shall prevail.
12. This Policy is governed by, and interpreted in accordance with, the laws of Malaysia. Disputes relating to interpretation of this Policy must be submitted to the exclusive jurisdiction of the Courts of Malaysia.

**IMPORTANT**

The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with the wishes of the Insured, advice should at once be given to the Company and the Policy returned for attention.

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.

**PROCEDURES FOR MAKING INSURANCE COMPLAINTS**

Please examine your insurance policy to ensure that it meets your requirement.

To avoid misunderstanding, it is very important that the Policy, the Schedule and any Endorsements attached therein be read thoroughly.

If you have any complaints or grievances pertaining to your policy, please contact your agent, if any or get in touch with our issuing office. We assure you that your complaints will be attended to promptly.

As a responsible insurer, we wish to bring to your attention that you could also address your dissatisfaction to Financial Mediation Bureau (FMB) or to Bank Negara Malaysia's Customer Service Bureau (CSB) as listed below.

### **Procedures for complaint to FMB**

If you are not satisfied with the decision of the Company, you may write to the Mediator with details of the dispute and particulars of your policy.

If the Mediator makes an award against the company, you are required to inform the Mediator of your decision to accept or deny the award within 14 (fourteen) days.

If you do not accept the award, you may reject the decision of the Mediator. You are free to institute a court proceeding against the Company or refer it to Arbitration.

You may lodge a complaint with the company at:

#### **Zurich Insurance Malaysia Berhad**

11<sup>th</sup> 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

You may communicate with FMB at:

#### **The Financial Mediation Bureau**

Level 25, Dataran Kewangan Darul Takaful,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel: 03-2272 2811  
Fax: 03-2274 5752  
Email: enquiry@fmb.org.my

### **Procedures for complaint to CSB**

Alternatively you may put forward your dissatisfaction over the conduct of the Company by writing to CSB giving details of your complaint and particulars of your policy to:

#### **BNM LINK**

Corporate Communications Department  
Bank Negara Malaysia  
P.O Box 10922,  
50929 Kuala Lumpur.  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
Email: telelink@bnm.gov.my

**Zurich Insurance Malaysia Berhad (8029-A)**  
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