



STAMP DUTY
PAID

PROGRESSIVE INSURANCE BHD (19002-P)

ALL RISKS POLICY (OFFICE EQUIPMENT/STATIC PLANT & MACHINERY)

WHEREAS the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated within this contract has applied to **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company")

NOW THIS POLICY WITNESSETH that subject to the terms, conditions and exceptions contained in or endorsed onto this Policy the Company agrees that if during the Period of Insurance specified in the Schedule or during any subsequent period for which the Company shall agree to accept the premium required for renewal of this Policy, there shall happen any **ACCIDENTAL PHYSICAL LOSS OR DAMAGE**, except as is excluded under this Policy, to the Property Insured as described in the Schedule, at the Situation specified in the Schedule, the Company will subject to the terms, conditions and exceptions of this Policy by payment or, at its option, reinstatement or repair, indemnify the Insured in the manner and to the extent stated in this Policy.

(A) EXCEPTIONS

This Policy does not cover:

- (1) loss or damage directly or indirectly caused by or contributed to by or arising from:
 - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
 - (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
 - (c) martial law or state of siege or any of the events or causes which determine the proclamation of maintenance of martial law or state of siege
 - (d) any act of any person acting on behalf of or in connection with any Organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence
or looting, sacking or pillage in connection with any of the aforementioned occurrences.
- (2) loss or damage directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - (e) acts of terrorism.
For the purpose of this Exception, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- (3) consequential losses of any description.
- (4) its own explosion or collapse due to force of internal steam or other fluid pressure mechanical or electrical breakdown failure breakage or derangement mechanical malfunction of machinery.
- (5) loss or damage caused by or resulting from :
 - (i) normal maintenance, gradual deterioration, wear, tear, rust, corrosion, slowly developing deformation or distortion of any plant or machinery; flaws; latent defect; change in temperature or humidity, moth, vermin, termites, other insects or inherent vice; failure or inadequate operation (or any variation in temperature) of any air conditioning, cooling or heating systems.
 - (ii) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light.
 - (iii) exposure to weather conditions where the Property Insured (not including buildings) is left in the open and not contained in fully enclosed buildings.
- (6) any loss resulting from :
 - (i) any unexplained disappearance of any of the Property Insured or shortages revealed at any stock-taking or shortages due to clerical or accounting errors;
 - (ii) any fraudulent scheme, trick, device or false pretence practiced upon the Insured, or upon any person(s) having care of the insured property at such time;
 - (iii) infidelity or dishonesty on the part of the Insured or any of the employees of the Insured.
- (7) loss or damage due to mere disappearance, misplacement or when left unattended except in a securely locked vehicle.
- (8) loss or damage arising from the wilful act or wilful negligence of the Insured or any employee of the Insured.
- (9) scratching of painted or polished surfaces.
- (10) loss or damage caused by testing or intentional overloading of any Property or any experiment involving the imposition of abnormal conditions.
- (11) loss or damage or consequential loss occasioned directly or indirectly by or through or in consequence of any of the following occurrences:
 - (a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession which is otherwise insured by this Policy.
 - (c) the destruction of property by order of any public authority.

(12) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

(B) PROPERTY EXCLUDED

This Policy does not cover:

- (1) cash, cheques, postal notes, money orders, stamps, promissory notes, credit card vouchers, bills of exchange, jewellery, precious stones, furs, precious metals or bullion, curiosities or works of art, deeds, bonds and other documents of value.
- (2) motor vehicles and other mechanical or electrically propelled vehicles and accessories, railway locomotives and rolling stock, watercraft or aircraft, and/or property contained in any of the foregoing.
- (3) standing timber, growing crops, livestock, dams, reservoirs, canals, tunnels, bridges, docks, piers or wharves, unless specified in the Schedule; mining property located beneath the surface of the ground, and land including topsoil, backfill drainage or culverts.
- (4) expendable or replaceable parts including bulbs, valves, tubes, fuses, batteries, belts, chains, tapes, ribbon cards unless necessitated by loss or damage covered by this Policy.
- (5) hand held phones mobile phones walkie- talkie computer notebook laptops palmtop and electronic personal organisor portable video camera camcorder portable photographic equipment unless such item (s) or contents are specifically mentioned in the Schedule.

GENERAL CONDITIONS APPLICABLE TO THIS POLICY

1. CANCELLATION

The Company may cancel this Policy by sending fourteen (14) days notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

The Policy may be cancelled at any time by the Insured by giving fourteen (14) days notice to the Company and provided no claim has arisen during the then current Period of Insurance the Insured shall be entitled to a return of premium subject to the Company's short period rates for the period the Policy has been in force.

2. CLAIMS PROCEDURE

Upon the occurrence of any loss of or damage to the property insured or any event likely to give rise to a claim under this Policy, the Insured shall at his own expense :

- (a) take prompt steps to minimise the loss or damage to the property and also reasonable steps to protect it from further loss
- (b) immediately notify the Company and if the property is lost or if theft or malicious damage is suspected inform the Police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the property
- (c) within fourteen days submit in writing full particulars of any claim
- (d) give the Company all such proofs and information with respect to the claim as may be reasonably required.

3. COMPANY'S RIGHTS

- (a) The Company by its agents or servants shall be entitled to :
 - (i) enter into or upon any land or building where the loss destruction or damage has occurred and take and keep possession of the property damaged
 - (ii) deal with the salvage in any reasonable manner provided that under no circumstances can the Insured abandon any property to the Company.
- (b) 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 that purpose. The Company shall be entitled to any Property Insured for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such Property Insured as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company.

4. SUBROGATION

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 be required before or after indemnification by the Company.

5. PAIRS OR SET

Where any item of the Property Insured consists of articles in a pair or set the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the Sum Insured of the pair or set.

6. EXCESS

The indemnity provided by this Policy shall not apply to nor include the first amount of each and every loss or damage described in the Schedule as the Excess.

7. FRAUD

If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereon no claim shall be recoverable under this Policy.

8. CONTRIBUTION/OTHER INSURANCE

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

In all cases where there is any other existing insurance or insurances, effected by the Insured or by any other person or persons covering any of the Property Insured, either exclusively or together with any other property and such other insurance is subject to average then the insurance on such property under this Policy shall also be subject to average in like manner.

9. AVERAGE

It is declared that if the Property Insured shall at the time loss or damage occurs be collectively of greater value than the Sum Insured by this Policy, 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.

10. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions on arbitration for the time being in force.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Unless any such action or suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

11. COMMENCEMENT OF ARBITRATION OR COURT ACTION

If the Company shall offer an amount in settlement or disclaim liability for any claim under this Policy and such claim shall not within twelve calendar months from the date of such offer or disclaimer have been referred to arbitration under the provision contained in the Policy or where liability is in dispute, been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not then be recoverable under this Policy.

THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ARE APPLICABLE TO THE POLICY

ALTERATIONS AND REPAIRS CLAUSE

It is hereby declared and agreed that workmen are allowed on or about the premises at the situation mentioned in the Schedule herein referred to which contain the Property Insured to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

Subject otherwise to the terms and conditions of this Policy.

APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM 5,000 or 5% of the sum insured whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

CAPITAL ADDITIONS CLAUSE

It is hereby declared and agreed that this Policy extends to cover alterations additions and improvements (but not appreciation in value in excess of the Sum Insured) to property specified in the Schedule of this Policy for an amount not exceeding 10% of the Total Sum Insured or RM 500,000.00 whichever is the lesser) it being agreed that the Insured must undertake to advise the Company within 90 days from the date of such alterations additions and improvements and to pay the appropriate additional premium thereon.

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

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

Subject otherwise to the terms and conditions of this Policy.

CONDITION PRECEDENT CLAUSE

The validity of this Policy is subject to the condition precedent that:

- a) for the risk insured, the name insured has never had any insurance terminated in the last 12 months due solely or in part to a breach of any Premium Warranty condition; or
- b) if the named insured has declared that is has breached any Premium Warranty condition in respect of a previous policy taken up with another insurer in the last 12 months;
 - i) if the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy;
and
 - ii) a copy of the evidence of premium paid from the previous insurer to this effect is first provided by the named insured to the Company before cover incepts.

CRIMINAL BREACH OF TRUST (CBT) CLAUSE

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

Criminal Breach of Trust (CBT) is defined in the Penal Code as "whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriate or converts to his own use that property, or dishonestly uses or disposes or that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits "Criminal Breach of Trust".

CYBER CLARIFICATION CLAUSE

The Policy specifically excludes losses of any kind directly or indirectly caused by, arising from or consisting of, in whole or in part:

- (a) The use or misuse of the Internet or similar facility
- (b) Any electronic transmission of data or other information
- (c) Any computer virus, worm, logic bomb, Trojan horse or similar problem
- (d) The use or misuse of any Internet address, Website or similar facility
- (e) Any data or other information posted on a Website or similar facility
- (f) Any loss of data or damage to any computer system, including but not limited to hardware or software
- (g) The functioning or malfunctioning of the Internet or similar facility or of any Internet address, website or similar facility
- (h) Any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

DESIGNATION CLAUSE

For the purpose of determining where necessary the item under which any property is injured, the Company agrees to accept the designation under which such property is entered in the Insured's books.

Subject otherwise to the terms and conditions of this Policy.

DECEPTION (CHEATING) CLAUSE

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

Deception (Cheating) as defined in the Penal Code is as follows:-

"Whoever, by deceiving any person, fraudulently or dishonestly induces, the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind reputation or property, is said to 'cheat' ".

ELECTRONIC DATE RECOGNITION CLAUSE

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

MAINTENANCE WARRANTY

It is warranted that during the continuance of this Policy

- a) the Insured shall overhaul and maintain each Machine in good working order to a standard which is at least in accordance with the applicable manufacturers/ suppliers recommended maintenance and overhaul schedules and that it shall not be overloaded
- b) the Insured shall at his own expense arrange for each crane lift boiler or other pressure vessel (or where specially requested by the Company any other machine) to be thoroughly examined by a competent person in accordance with Government or other regulations but in any event at intervals of not more than 12 months for each crane lift or boiler and 24 months for other pressure vessels.

PAYMENT ON ACCOUNT CLAUSE

The Company agrees that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if so desired.

PREMIUM WARRANTY

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

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

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

Subject otherwise to the Terms and Conditions of the Policy.

REINSTATEMENT OF SUM INSURED CLAUSE

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.

THE FOLLOWING CLAUSES /ENDORSEMENTS/WARRANTIES ARE NOT APPLICABLE UNLESS SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO

COINSURANCE AND LEADER CLAUSE

Any reference to the "Company" shall be deemed to mean the Companies as stated in the schedule each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the schedule the Insured shall sustain loss or damage in the circumstances provided for by this Policy indemnify the Insured in the manner herein described.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Policy/Endorsement/ Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

HIRE PURCHASE CLAUSE

It is hereby understood and agreed that the Company specified in the Schedule (hereinafter referred to as the Owners) are the Owners of the Property and that the Property is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under this Policy shall be made to the Owners as long as they are owners of the property and their receipts shall be a full and final discharge to the Company in respect of such loss or damage. It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without the prior consent in writing of the Company.

LEASING ENDORSEMENT

It is hereby declared and agreed that the Company specified in the Schedule (hereinafter referred to as the Lessors) are the owner of the Property issued by this Policy or such items as specified in the Schedule and that such property is the subject of a Leasing Agreement made between the Lessors of the one party and the Insured of the other part.

It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of this Policy shall be made to the Lessors as long as they are the owners of the Property and their receipt shall be full and final discharge to the Insurers in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary this Policy is issued to the Insured as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting the Insured, an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Insured to the Lessors of his rights, benefits and claims under this Policy, nothing herein shall be construed as creating any right in the Lessor to sue the Insurers in any capacity whatsoever for any alleged breach of its obligations hereunder.

LOSS NOTIFICATION CLAUSE

This insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim under this Policy provided:

- (a) Such delay in notification shall not exceed six (6) months from date of occurrence of loss.
- (b) The Company's right to recover (in the name of Insured or otherwise) from any responsible party for the loss shall not have been prejudiced.
- (c) The burden of proving that a loss has occurred shall be upon the Insured.

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

MORTGAGEE CLAUSE

Loss, if any, payable to the Mortgagee (Chargee) as stated in the Schedule, as interest may appear in this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purposes more hazardous than are permitted by this Policy, or by the non-occupation thereof, or by any other increase of risk taking place in the property insured hereunder.

Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same.

REINSTATEMENT CLAUSE

In the event of the Company being liable for loss or damage to the property insured then the basis of calculation any such:

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

If at the time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole property exceeds the Sum Insured at the commencement of any loss or damage to such property then the Insured shall be considered as being the Insured's own insurer for the excess and shall bear a ratable proportion of the loss or damage accordingly.

Subject to the Terms and Conditions of the Policy.

IMPORTANT - We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your Policy. The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.