



STAMP DUTY  
PAID

## **PROGRESSIVE INSURANCE BHD (19002-P)**

### **THEFT POLICY (FORCIBLE AND VIOLENT ENTRY ONLY)**

#### **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 **PROGRESSIVE INSURANCE BHD** (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 **PROGRESSIVE INSURANCE BHD** (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.

**WHEREAS** the Insured named in the Schedule hereto has made or caused to be made to **PROGRESSIVE INSURANCE BHD** (hereinafter called "the Company") a written proposal dated as stated in the Schedule hereto (warranting the truth and completeness of the Statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay to the Company the premium herein stated for the insurance of the risks hereinafter specified during the period as stated in the Schedule hereto or during any period for which the Company may accept payment for the renewal of this Policy.

**NOW THIS POLICY WITNESSETH** that subject to the terms, exceptions and conditions contained in or endorsed onto this Policy the Company will indemnify the Insured against:

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

Then the Company will subject to the terms, exceptions, limits and conditions contained in or endorsed onto this Policy, indemnify the Insured against:

- (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 up to ten (10%) of sum insured on Full Value or First Loss Basis whichever is applicable.

#### **DEFINITION**

**Premises** : The Premises specified in the Schedule exclusive of any garden yard or open space stable garage out building or other building not communicating with the main premises unless specially mentioned.

#### **EXCEPTIONS**

This Policy does not cover:

1. loss or damage directly or indirectly occasioned by or through or in consequence of
  - (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 or 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 violenceor looting, sacking or pillage in connection with any of the occurrences mentioned above
2. any act of terrorism  
For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.  
In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
3. any consequences of strike or riot, malicious damage
4. loss or damage occasioned by fire or explosion however caused
5. damage to plate glass or any decoration or lettering on it
6. loss or damage occasioned by any person lawfully in the Premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or business staff or any servant of the Insured

7. loss of or damage to deeds bonds bills of exchange promissory notes cheques money or securities for money coins medals stamps stamp collections jewellery watches furs precious metals precious stones or articles composed of any of the documents of title to property contracts or other documents business books computer systems records manuscripts curios sculptures rare books plans patterns moulds models or designs unless specially mentioned as insured in the Schedule
8. loss or damage happening whilst the Premises are left without an inhabitant actually in them if the Premises have been so left for a continuous period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule unless the written consent of the Company shall have previously been obtained and any additional premium required by the Company has been paid
9. loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 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.

## CONDITIONS

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

### 1. DUTY OF DISCLOSURE

#### i. 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 had 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.

#### ii. 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 had 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. LOSS NOTIFICATION

Immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Policy the Insured shall :

- give notice to the police and render all reasonable assistance in causing the discovery and
- punishment of any guilty person and in tracing and recovering the Property
- give notice of such event to the Company in writing and within seven days after that deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required

In no case shall the Company be liable for any loss or damage not notified to the Company within thirty days after the event.

### 3. REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions for the safety of the Property as regards selection and supervision of employees securing all doors and windows and other means of entrance or otherwise.

### 4. COMPANY'S RIGHTS

In the event of a claim being made against the Company under this Policy :

- the Insured shall satisfy the Company by such evidence as it may reasonably require that the loss or damage claimed for has actually arisen from one of causes insured against and that the Property in respect of which a claim is made is not merely mislaid or missing
- 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 for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances on such Property as may be reasonably required but the Insured shall not be entitled to abandon any Property to the Company.

### 5. ALTERATION OF RISK

No claim shall be recoverable under this Policy

- if any change shall be made in the Premises or in the conditions of the risk existing at the time of acceptance or
  - if the intrinsic value of the contents of the Premises be at any time materially increased or
  - if the benefit of the contract herein contained in this Policy shall become vested in any person other than the Insured
- unless in any of such cases the written consent of the Company affirming cover under this Policy is first obtained.

### 6. REDUCTION IN SUM INSURED

All sums which may from time to time be paid under this Policy during each Period of Insurance shall be accounted in diminution of the respective Sums Insured so that during any one Period of Insurance the total sum payable by the Company shall not exceed the sum set opposite each item of the Property or in the whole the Total Sum Insured.

**7. INDEMNITY OPTIONS**

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 Policy the Property in respect of which payment is made shall belong to the Company.

**8. CONTRIBUTION**

If at the time of any loss or damage there be any other insurance effected by or on behalf of the Insured covering any of the Property the liability of the Company under the Policy shall be limited to its rateable proportion of such loss or damage.

If any such other insurance is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss or damage the liability of the Company under the Policy shall be limited to such proportion of the loss or damage as the Sum Insured bears to the value of the affected Property.

**9. 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 of it no claim shall be recoverable under this Policy.

**10. MISDESCRIPTION AND NON-DISCLOSURE**

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk is incorrectly stated in or omitted from it or if this insurance or any renewal of it shall have been obtained through any mis-statement, misrepresentation or suppression, then in any of these cases, this Policy shall be void.

**11. AVERAGE**

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, if more than one, of the Policy shall be separately subject to this Condition.

**12. CANCELLATION**

The Company may cancel this Policy by sending seven 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 seven 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.

**13. 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.

**14. 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.

**15. DUE OBSERVANCE**

The due observance and fulfilment of the terms and conditions of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**16. EXCESS**

The Company shall not be liable for the first amount of any claim as specified in the Schedule as the Excess for each and every loss.

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

**ALTERATIONS AND REPAIRS CLAUSE**

Workmen are allowed in or about the insured property to carry out alterations and repairs, provided the trade, manufacture, nature of occupation and/or construction of the building insured remains unchanged.

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

**APPRAISEMENT CLAUSE**

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

**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 it has breached any Premium Warranty condition in respect of a previous policy taken up with another insurer in the last 12 months;
- i) 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.

#### **CONTRACT PRICE CLAUSE**

It is agreed that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of sale, the sale contract is cancelled by reasons of the Theft as defined herein, either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of loss or damage be applicable the same basis shall be used.

#### **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 heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

#### **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.

#### **EMPLOYEES EFFECT CLAUSE**

The Policy extends to include loss or damage to clothings and or personal effects of the Insured's employees sustained as a direct result from armed robbery or robbery with violence for an amount not exceeding RM250.00 in respect of any one employee and in any One Period of Insurance.

#### **INTERNAL REMOVAL CLAUSE**

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

#### **OTHER CONTENTS CLAUSE**

It is agreed that the term "Other Contents" is understood to include:

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding RM500.00.
- (b) Documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up, and not for the value to the Insured of the information contained therein and for an amount not exceeding RM500.00 in respect of any one document, Manuscript or business book.
- (c) Computer systems records but only for the value of the materials together with the cost of clerical Labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding RM500.00 .
- (d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM500.00 in respect of any one pattern, model, mould, plan or design.
- (e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM500.00 in respect of any one Employee.

#### **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.

#### **PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

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

The Policy shall not be liable for:

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

#### **REINSTATEMENT CLAUSE (NOT APPLICABLE TO STOCK-IN-TRADE)**

In the event the property insured (excluding stocks-in-trade) under the within Policy being destroyed or damaged, the basis upon which the amount payable under the Policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject to the terms and conditions of the Policy except insofar as the same may be varied hereby.

##### **Special Provisions**

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

#### **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.

#### **TEMPORARY EXTERNAL REMOVAL CLAUSE**

The property insured (excluding stock and merchandise of every description) under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed including whilst in transit for cleaning, renovating, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail, air or inland waterway all in Malaysia.

The amount recoverable under this extension in respect of the property insured (excluding stock and merchandise of every description) shall not exceed the amount which would have been recoverable had the loss occurred in the premises from which the property was temporarily removed.

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

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

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

##### **AUTOMATIC ADDITION AND DELETION CLAUSE**

This Policy shall automatically "hold cover" any machinery and/or equipment that is acquired by the Insured after the commencement of this Policy for an amount not exceeding RM10,000.00. The Insured shall within ninety (90) days give written notification to the Company of any such addition and or deletion of machinery and or equipment under this Policy and pay an additional premium which may be required by or receive a refund premium from the Company as the case may be.

##### **BURGLAR ALARM (CENTRAL MONITORING STATION) WARRANTY**

Warranted that the premises insured are protected by a burglar alarm system connected to an approved central monitoring station.

##### **BURGLAR ALARM (MAINTENANCE) WARRANTY**

Warranted that when the premises insured are closed for business or are left unattended:

- (a) the burglar alarm shall be put into full and proper operation and
- (b) such burglar alarm shall be maintained in good working order throughout the currency of this insurance under a maintenance contract with the company that

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

#### **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 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.

#### **FIRST LOSS (WITHOUT AVERAGE) CLAUSE**

This Policy is issued on a "First Loss" basis on the property described in the Schedule up to the Sum Insured specified in the Schedule and it is hereby agreed Condition 11 of this Policy shall not apply.

Subject to all other Terms, Exceptions and Conditions of this Policy.

#### **FULL THEFT COVER CLAUSE**

It is hereby declared and agreed that this Policy is extended to include THEFT or any attempt thereof EXCLUDING:

- (a) 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 so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind reputation or property, is said to 'cheat'.

- (b) 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 Criminal Breach of Trust as set out in the Penal Code

**Criminal Breach of Trust (CBT) as defined in the Penal Code is as follows:**

"Whoever, being in any manner entrusted with property, or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes 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 willfully suffers any other person so to do commits Criminal Breach of Trust".

- (c) any loss or damage due to infidelity or dishonesty on the part of the Insured or any of the employees of the Insured  
(d) loss or damage occasioned by any person lawfully in the Premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or business staff or any servant of the Insured

#### **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.

#### **RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT**

- (i) The Policy extends to cover Riot and Strike Damage which for the purpose of this shall mean: Loss of or damage to property insured directly caused by:

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

- (ii) The Policy extends to cover Malicious Damage which for the purpose of this extension shall mean:

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

**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.**